United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-4350
www.yorkville.il.us

PLANNING AND ZONING COMMISSION AGENDA

Wednesday, January 8, 2020
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: November 13, 2019

Citizen's Comments

Public Hearings

1. **PZC 2019-28** The United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment to Chapter 3: General Zoning Provisions of the United City of Yorkville Zoning Ordinance regarding mobile food and retail vendor vehicles. The amendment proposes to eliminate the required business registration of the vendor and vehicle for food and retail trucks conducting business on private property.

2. **PZC 2019-29** GRNE Solar, Eric Peterman on behalf of Kendall County, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting special use permit approval to install and operate a solar farm with more than one freestanding solar energy system on approximately 7.4 acres of land consisting of roughly 6,400 solar modules. The real property, zoned in the O Office District, is located at the southeast corner of John Street and Beecher Road at the Kendall County Government Campus in Yorkville, Illinois.

3. **PZC 2019-30** CalAtlantic Group, Inc. (a fully owned subsidiary of Lennar Homes), petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting amendment to the Raintree Village Planned Unit Development Agreement to reduce the minimum side yard setback for Lots 264-282 from ten feet (10') to six feet (6') for new construction townhomes within the Raintree Village development. The real property is generally located east of IL Route 47, south of IL Route 71, immediately west of IL Route 126 in Yorkville, Illinois.

4. **PZC 2019-31** Brian Werner of Continental Electric representing Wrigley Manufacturing, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting special use permit approval to install and operate a freestanding solar energy system

and freestanding wind energy system at 2800 N Bridge Street. The real property, zoned in the M-1 Limited Manufacturing District, is located on the east side of US Route 47 south of the Burlington Northern & Santa Fe railway and north of Cannonball Trail. The petitioner is requesting for a single stationary solar panel and single vertical wind turbine to be located near the front of the property to power an illuminated sign.

Unfinished Business

New Business

1. **PZC 2019-28** The United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment to Chapter 3: General Zoning Provisions of the United City of Yorkville Zoning Ordinance regarding mobile food and retail vendor vehicles. The amendment proposes to eliminate the required business registration of the vendor and vehicle for food and retail trucks conducting business on private property.

   Action Item:
   Text Amendment

2. **PZC 2019-29** GRNE Solar, Eric Peterman on behalf of Kendall County, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting special use permit approval to install and operate a solar farm with more than one freestanding solar energy system on approximately 7.4 acres of land consisting of roughly 6,400 solar modules. The real property, zoned in the O Office District, is located at the southeast corner of John Street and Beecher Road at the Kendall County Government Campus in Yorkville, Illinois.

   Action Item:
   Special Use

3. **PZC 2019-30** CalAtlantic Group, Inc. (a fully owned subsidiary of Lennar Homes), petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting amendment to the Raintree Village Planned Unit Development Agreement to reduce the minimum side yard setback for Lots 264-282 from ten feet (10') to six feet (6') for new construction townhomes within the Raintree Village development. The real property is generally located east of IL Route 47, south of IL Route 71, immediately west of IL Route 126 in Yorkville, Illinois.

   Action Item:
   PUD Amendment

4. **PZC 2019-31** Brian Werner of Continental Electric representing Wrigley Manufacturing, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting special use permit approval to install and operate a freestanding solar energy system and freestanding wind energy system at 2800 N Bridge Street. The real property, zoned in the M-1 Limited Manufacturing District, is located on the east side of US Route 47 south of the Burlington Northern & Santa Fe railway and north of Cannonball Trail. The petitioner is requesting for a single stationary solar panel and single vertical wind turbine to be located near the front of the property to power an illuminated sign.

   Action Item:
   Special Use

Additional Business

1. **City Council Action Updates:**

PZC 2019-23 The United City of Yorkville, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting a Text Amendment to Title 10, Chapter 6, Permitted and Special Uses (Zoning Ordinance) of the Yorkville Municipal Code, regulating the zoning of adult-use cannabis business establishments, specifically the time, place, manner, number and minimum distance limitations between such uses and locations the City deems sensitive such as existing schools, parks, religious institutions and residential land uses.

City Council Action:
Approved

PZC 2019-26 David Schultz on behalf of Kendall Holdings I, LLC, petitioner, is seeking final plat approval for Unit 1 of the Kendall Marketplace Commercial Development. The property to be platted includes an approximate 37.77-acre site consisting of ten (10) new commercial lots located at the northwest corner of US Route 34 and Cannonball Trail.

City Council Action:
Approved

Adjournment

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PLANNING & ZONING COMMISSION
City Council Chambers
800 Game Farm Road, Yorkville, Il
Wednesday, November 13, 2019 7:00pm

Meeting Called to Order
Chairman Jeff Olson called the meeting to order at 7:00pm, roll was called and a quorum was established.

Roll Call:
Don Marcum-yes, Greg Millen-yes, Jeff Olson-yes, Richard Vinyard-yes, Danny Williams-yes, Rusty Hyett (arr. 7:03pm)

Absent: Deborah Horaz

City Staff
Krysti Barksdale-Noble, Community Development Director
Jason Engberg, Senior Planner

Other Guests
Christine Vitosh, Vitosh Reporting Service
Lynn Dubajic, City Consultant
Chantelle Tripp, Roadhouse 47
Mike Dubasic, Briarwood
Katie Finlon, *Kendall County Record*
John P. Cooney, Yorkville Holdings & Roadhouse 47
Kevin Delaney, Delaney's Greenhouse
Dave Schultz, HR Green
Hailey Clark, Roadhouse 47
Lauren Carter, Roadhouse 47
Douglas Reed, Windett Ridge

Previous Meeting Minutes October 9, 2019
The minutes were approved as presented on a motion and second by Commissioners Vinyard and Williams, respectively.
Roll call: Marcum-yes, Millen-yes, Olson-yes, Vinyard-yes, Williams-yes. Carried 5-0.

Citizen's Comments None

Public Hearings
Chairman Olson explained the procedure for the Hearing and swore in those who would give testimony. At approximately 7:03pm a motion was made and seconded by Mr. Vinyard and Mr. Williams, respectively, to open the Hearing.
Roll call: Marcum-yes, Millen-yes, Olson-yes, Vinyard-yes, Williams-yes. Carried 5-0.

Chairman Olson read the Public Hearing as follows:

1. **PZC 2019-23** The United City of Yorkville, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting a Text

Amendment to Title 10, Chapter 6, Permitted and Special Uses (Zoning Ordinance) of the Yorkville Municipal Code, regulating the zoning of adult-use cannabis business establishments, specifically the time, place, manner, number and minimum distance limitations between such uses and locations the City deems sensitive such as existing schools, parks, religious institutions and residential land uses.

(See Court Reporter Transcript)

The Hearings were closed at approximately 7:37pm on a motion by Mr. Vinyard and second by Mr. Williams.
Roll call: Millen-yes, Olson-yes, Vinyard-yes, Williams-yes, Hyett-yes, Marcum-yes. Carried 6-0.

Unfinished Business None

New Business
Chairman Olson requested to move PZC 2019-26 ahead of PZC 2019-23. Approved on a unanimous voice vote.

(out of order)

2. **PZC 2019-26** David Schultz on behalf of Kendall Holdings I, LLC, petitioner, is seeking final plat approval for Unit 1 of the Kendall Marketplace Commercial Development. The property to be platted includes an approximate 37.77-acre site consisting of ten (10) new commercial lots located at the northwest corner of US Route 34 and Cannonball Trail.

Mr. Engberg said the petitioner is seeking a replat of 10 lots on a 37-acre site. The site is currently divided into 2 lots and is being replatted since smaller lots are more marketable in this economy. Staff is OK with this request.

Action Item
Final Plat

It was moved and seconded by Commissioners Williams and Vinyard, respectively, to approve the request. Motion read by Mr. Vinyard: In consideration of the proposed Final Plat of Subdivision of Kendall Marketplace Unit 1, the Planning and Zoning Commission recommends approval of the plats to the City Council as presented by the Petitioner in plans prepared by HR Green dated last revised 10-30-19, subject to review comments provided by the City Engineer, EEI, Inc. dated October 8, 2019 and November 1, 2019.
Roll call: Olson-yes, Vinyard-yes, Williams-yes, Hyett-yes, Marcum-yes, Millen-yes. Carried 6-0.

1. **PZC 2019-23** Text Amendment/Cannabis (see full description under Public Hearing)

The Commissioners voiced their opinions on this matter. Mr. Marcum said he supports business, but dislikes the revenue generated from questionable businesses. He would not like to see this type of business come to Yorkville and he said he believes the product is much more potent than previously. He approves of the sign portion, however, he said he

disapproves of all other aspects. He personally knows people who were adversely affected by usage and believes people have difficulty accepting responsibility in this era. Mr. Olson said he spoke with about 40 people and most agreed with Mr. Marcum's opinions, however, some were enthusiastic about the health benefits. He said that since the State has made it legal, users will go to the next town if they can't purchase it in Yorkville. He said Colorado makes more arrests for DUI.

Commissioner Vinyard said he agreed with Mr. Marcum. He said the staff provided a very detailed report, but said the State or local government should not oppose the federal government. Since it will be legal, he feels it is more prudent to have it regulated. In his career, he sees far more issues with alcohol. He added that the Commission is tasked with consideration of the zoning regardless of personal feelings.

Mr. Millen also spoke with several people and he believes it is an issue of responsibility. He added that research shows a difference between the effects of liquor and cannabis. He said thousands die due to alcohol abuse, but it is harder to overdose on cannabis. One person he spoke with said they would rather see it regulated and another indicated that if it's legal, it becomes less cool.

Action Item

Text Amendment

Chairman Olson entertained a motion for approval for PZC 2019-23 regarding adult use of cannabis. So moved by Mr. Vinyard and seconded by Mr. Williams. Mr. Williams read the motion as follows: In consideration of testimony presented during a Public Hearing on November 13, 2019, the Planning and Zoning Commission recommends approval to the City Council of a request to amend the United City of Yorkville Zoning Ordinance as presented by staff in a memorandum dated October 15, 2019.
Roll call: Vinyard-yes, Williams-yes, Hyett-yes, Marcum-no, Millen-yes, Olson-yes. Carried 5-1.

Additional Business

1. Planning Training Series: Urban Design Principles for Plan Commissioners

Ms. Noble and Mr. Engberg provided this training with a Power Point presentation. They said planning and designing both deal with shaping the community. Slides were shown regarding public spaces, streets, transportation systems, landscaping, open space and more and they discussed how some of these are changing due to ride-sharing and pick-up options. Also noted was autism and how it could affect signage, etc.

2. City Council Action Updates:

a) PZC 2019-09 Streetscape Master Plan and Form-Based Code approved.
b) PZC 2019-24 SEAL Special Use permit approved.

Adjournment

There was no further business and the meeting was adjourned at 8:37pm on a motion by Mr. Vinyard and second by Mr. Williams.

Respectfully submitted by Marlys Young, Minute Taker

UNITED CITY OF YORKVILLE

YORKVILLE, ILLINOIS

PLANNING AND ZONING COMMISSION

PUBLIC HEARING

800 Game Farm Road

Yorkville, Illinois

Wednesday, November 13, 2019

7:00 p.m.

PRESENT:

Mr. Jeff Olson, Chairman,

Mr. Donald Marcum,

Mr. Richard Vinyard,

Mr. Danny Williams,

Mr. Rusty Hyett,

Mr. Greg Millen.

ALSO PRESENT:

Ms. Krysti Barksdale-Noble, Community Development Director;

Mr. Jason Engberg, Senior Planner;

Ms. Marlys Young, Minute Taker.

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(WHEREUPON, the following proceedings were in public hearing:)

CHAIRMAN OLSON: There is one public hearing scheduled for tonight's Planning and Zoning Commission meeting. The purpose of this hearing is to invite testimony from members of the public regarding the proposed request that is being considered before this commission tonight.

Public testimony from persons present who wish to speak may be for or may be against the request, or to ask questions of the petitioner regarding the request being heard.

Those persons wishing to testify tonight are asked to speak clearly, one at a time, state your name, who you represent. You are also asked to sign in at the podium up there.

If you plan to speak during tonight's public hearing as a petitioner or as a member of the public, please stand now, raise your right hand, and repeat after me.

(Witnesses sworn.)

CHAIRMAN OLSON: The order for receiving testimony tonight during the public hearing will be as follows: The petitioner, which is the City, will make a presentation, we will then have those who wish to speak in favor of the request speak, and we will then have those who wish to speak in opposition of the request, followed finally by those who wish to have any -- make any questions of Krysti.

So to get started, may I have a motion to open the public hearing on Petition number PZC 2019-23, text amendment to Yorkville Municipal Code, Adult Use Cannabis?

MR. VINYARD: So moved.

MR. WILLIAMS: Second.

CHAIRMAN OLSON: Roll call vote on the motion, please.

MS. YOUNG: Yes. Marcum.

MR. MARCUM: Yes.

MS. YOUNG: Millen.

MR. MILLEN: Yes.

MS. YOUNG: Olson.

CHAIRMAN OLSON: Yes.

MS. YOUNG: Vinyard.

MR. VINYARD: Yes.

MS. YOUNG: Williams.

MR. WILLIAMS: Yes.

CHAIRMAN OLSON: All right. The public hearing up for discussion tonight is PZC 2019-23, United City of Yorkville, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting a text amendment to Title 10, Chapter 6, Permitted and Special Use of the Yorkville Municipal Code, regulating the zoning of adult use cannabis business establishments, specifically, the time, place, manner, number and minimum distance limitations between such uses and locations the City deems sensitive, such as existing schools, parks, religious institutions, and residential land uses.

Krysti, would you please present on PZC 2019-23?

MS. NOBLE: Good evening, everyone. As you mentioned, we are doing adult cannabis regulations. This is a text amendment to our existing zoning ordinance, so I am going to give you a little background on our medical cannabis

regulations.

So currently the City's Zoning Ordinance has regulations which allow medical cannabis cultivation and medical cannabis dispensaries.

They are special uses in our manufacturing district, the M-1 District, and they have established setbacks, so setbacks from pre-existing preschools, elementary, secondary, daycare centers, public parks, religious institutions have been established, and they are 2500 feet for cultivation centers and a thousand feet for dispensaries.

This was done in 2014 in response to the state's what's called Compassionate Care Act, which allows for the medical use of cannabis.

We felt that these regulations were appropriate at the time and we have not addressed them since, but the current Zoning Ordinance does not address recreational cannabis businesses that have been by state statute allowed in municipalities throughout Illinois, and they go into effect in January, so we will go on to the next slide and we will talk a little bit more

about that.

So the Act as we refer to is called the Cannabis Regulation Act, and this Act was passed in June of this year and it made legal recreational use of cannabis by adults, and those are age 21 and older.

The effective date of the passage of this legislation is January 1st, so we only had six months in that interim to familiarize ourselves with the final version of the law and then in effect put forward recommendations on how we would regulate these issues to not only deal with the zoning aspect of it, there are other aspects of this -- passage of this Act that are affected in other ways, but we are only discussing the zoning of it.

The reason why we have to address this, and we have to address it prior to the January 1 date, the effectiveness of -- the effective date of this Act, is because right now, as I mentioned, we don't have a retail dispensary component of it identified in our Zoning Ordinance.

With that being said, there are some

of the opinion that if January 1 comes and we don't have it identified, these uses can then locate in existing business zonings as a permitted outright use and without regulation from the municipality.

So the Act established that municipalities can regulate these types of uses, and there are six categories that are identified as cannabis businesses, and you can read it on the slide.

There are craft growers, there are processors, cultivation centers, dispensaries, infusers and transporters, and I will talk a little bit more about those as we go along.

So as we mentioned in the opening, the municipalities have the ability to do two things: One, we can outright prohibit these types of uses in our city limits or we can allow them and then regulate them, and the way that we would regulate them as established by the Act is through the place, so where would they be able to locate, what zoning district, the times, so that has to do with their hours of operation, the manner, which would take into consideration how

they operate, their standards for operation, the number, we can limit the types and the number of uses within the community, and then we can establish minimum distance between cannabis uses and those uses I mentioned earlier that the City may seem to feel are sensitive in regards to the land use compatibility, so those again would be schools, parks, religious institutions, and residential land uses. Next slide, please.

So this is what we are proposing. I'm sorry that came out a little light, but it's also in your packet. In regards to place, the City has established kind of a proposal that would allow all six types of identified cannabis businesses to exist in Yorkville, but as a special use, and the special use is a use that requires extra care and extra review by the committee that's before you tonight, as well as the City Council, so they would have a public hearing, there would be a notification process, and then you would have the opportunity to voice your opinion before a decision is made.

We are proposing, though, that there is only one -- a maximum of one use per category,

so maximum uses of adult cannabis businesses would be six within Yorkville, if we got all six categories permitted through licensing.

The special uses would be for the craft grower in the Ag District, as well as the cultivation center in the Ag District; the dispensary, which is your retail component, and the infuser would be a special use in the B-3 District -- and we will explain a little bit more about which each of these uses pertain to -- and then all the uses would be special uses in the M-1, M-2 zoning district.

So just to give you a little bit of information, a craft grower is one that grows the cannabis on the site, and then they can cultivate it, cure it, package it, and then they would send it off to the locations that would either do the infusion or the dispensary.

The cultivation center is a larger form of a grower, so they would do more agriculture-type uses, they would cultivate, process, transport it as well.

The adult use dispensary is more of your retail component, so they would be the ones

that would be selling and dispensing the cannabis.

The infuser is an operation where they take the cannabis from either the craft grower or the cultivation center and they will infuse it in products.

Then you have the processor. They would also extract and then concentrate the cannabis into different forms, and then you have the transporter and they are the ones that are authorized to mobilize the different transportation modes to get the product to different locations. So next slide.

So when we speak of time, we can regulate the hours of operation. We have modified the hours of operation from what the state has required. The state gives them from 10 to 10; the City is proposing during the weekdays and Saturday, 10:00 a.m. to 8:00 p.m. operation time, and then on Sundays, noon to five.

Further regulations have to do with the operation standards, so we have a couple regulations that were added that are not in the state's regulations, and one would be we would

prohibit on-premise consumption, so in none of those six categories can you consume the product on-site.

Signage, we decided to limit the manner that these types of uses advertise, particularly the dispensary, so dispensaries are limited to one wall-mounted business sign. There is no electronic message board signs and there can be no imagery of leaves or smoking or paraphernalia, and that's consistent with the state's regulations as well.

There is an application that's required to be submitted as part of the special use, and I will identify ownership, floor plans, security protocols and business plan, and then we have established special standards for special uses that respond to the impact of the use, the suitability of the use, and if there is adequate security and storage.

And finally we have decided -- I have not seen this in other communities, but it has been discussed, so we have decided to restrict e-commerce delivery services and drive-throughs for dispensaries.

And now we get to the distance of the measurements. For the adult cannabis cultivation center, we are proposing that these can be located no closer than 500 feet of any property line for the mentioned sensitive land uses, but this does not include commercial trade schools, which typically locate in our manufacturing district.

They also may not be within 250 feet of a residential land use, and they cannot conduct any sales or distribution at their site.

The dispensary, this is more the commercial land use, this may not be located within 500 feet of a pre-existing public school, nursery school, et cetera. It may not also be located within 250 feet of a pre-existing residential land use.

There is a maximum gross floor area that we are recommending of 5,000 square feet, and then, per the state act, it has to have at least 75 percent of that floor area dedicated to the dispensary.

The infuser has similar criteria, again, 500 feet from those schools and parks and

religious institutions, 250 feet from pre-existing residential land uses, and then it also has a maximum capacity of 75 percent of floor -- well, at least 75 percent of floor area dedicated to the infusing organization.

It can also allow for co-location of a dispensary and a craft grower in the same location.

Then we have the processing organization, buffer of 500 feet from the schools and parks, then there is 250 feet from the property line for residential purposes, again, at least 75 percent of the floor area is dedicated to the activities. They cannot sell, though, or distribute at this location.

And the final one is the transporting. This, again, has a 500 foot buffer as well as 250 foot buffer for residential, and the transporting has to be the sole operation in that tenant space, so it cannot conduct any other uses within that tenant space but those allowed by the Act.

And then finally, for our research, in addition to looking at what the Illinois

Municipal League recommended as criteria for zoning, we also look to our neighbors to see what they are doing, and this, our table, kind of shows you what our neighbors are contemplating.

Kendall County has permitted these types of uses, and they will be special uses as well in their Manufacturing Business District. They do not allow on-site consumption.

Oswego has permitted them, but they do have a minimum of 200 -- I'm sorry, a minimum of 200 feet for schools. We are proposing 500 for schools and 250 for residential.

Montgomery -- some of these communities, again, they are still in the proposal phase, so if I give you information, it's where they were when we contacted them, if they have not approved it.

Montgomery is -- has permitted it. They are looking at a minimum distance -- they haven't permitted it, rather, it is in consideration, and they are looking at a minimum distance from additional land uses to be discussed.

Sugar Grove has prohibited, Plano is

undecided, Naperville has prohibited, Plainfield has prohibited, and Lombard has also permitted them.

The reason why I added Lombard even though they are not a neighboring community is because they have offered no buffers for any of the adjoining land uses, so a dispensary could locate adjacent to residential.

So if you have any questions, our staff has provided in your packet some information on maps, although we are proposing a 500 foot buffer from schools, parks, religious institutions, and 250 residential, we provided you maps to show 500 foot buffers, 1,000 foot buffer, 2500 foot buffer as well.

We also have a map on the table that's showing all of the land uses where these types of different cannabis businesses can locate, as well as there is an article in here that I provided that talks about what plan commissioners should look for in an ordinance that regulates municipal ability for cannabis sales in their jurisdiction.

So if you have any questions, staff

is available to answer them, hopefully in more detail if needed.

CHAIRMAN OLSON: Who wants to start? All right. Firstly, is there anyone who wishes to speak in favor of the proposed request? Go ahead, sir. When you get up there, please state your name and if you represent anyone.

KEVIN DELANEY,

having been first duly sworn, testified from the podium as follows:

MR. DELANEY: Sure. Hi. My name is Kevin Delaney. I am representing Green Valley Dispensary. I am a lifetime resident of Kendall County.

I own a greenhouse just on the south side of Kendall County out in the country and we own a greenhouse construction business.

I want to thank you guys for discussing this. It's a very controversial topic. We appreciate Yorkville as a city for allowing this.

We will be applying for a dispensary in the city of Yorkville and I believe that a lot of your setbacks and everything are very on

point.

I want to say that your 250 and 500 feet really sticks with what we believe in. We don't want this so restricted that it prohibits anybody from putting it in a proper place, and we agree with your B-3 special use.

I do agree with the 250 foot from residential because you don't want this in somebody's backyard, but you do want it close enough to where it doesn't prohibit completely.

Obviously we all know cannabis is already in our community, Illinois allowed it. It's a good thing that the dispensary will bring revenue. It should add an additional 70,000 to the city in tax revenue, and it is a good thing because this is going to be a safe product now that it's regulated instead of on the black market.

In order to keep a safe distance, we agree with your 250, 500. Keep this away from children. Obviously it's a 21-and-over product, just like alcohol. Only people 21 and over may enter the dispensary.

I like your idea on signage,

allowing visual signage on the -- on the building, but not out in the open promoting to children. I believe that's all I've got.

CHAIRMAN OLSON: Thank you.

MR. DELANEY: Thanks a lot.

CHAIRMAN OLSON: Yes, sir. Go ahead, sir. Yep.

JOHN COONEY,

having been first duly sworn, testified from the podium as follows:

MR. COONEY: Good afternoon, or evening I guess. My name is John Cooney. I am with Yorkville Holdings. We own the strip center on the south side right at the intersection of 71 and 47, Fountain Valley, Fountainview?

MS. DUBAJIC: Fountainview.

MR. COONEY: We acquired that in October. I am also one of the part owners of the Roadhouse Route 47, which is the tavern or bar that is there.

We are in agreement with the majority of what the previous speaker had to say. The reason, one of the reasons, why we need a vote from this body today is to move it

on over to the City Council because all the applications for the dispensaries are due by January 1, 2020, and they would like to -- we would like to identify Yorkville as one of the cities that they want to move into.

We have been in discussions with two separate dispensaries who are interested in this -- our property, which falls within the 250 for residential.

Each of these facilities are governed by separate rules and regulations set up by the Illinois Department of Professional and Financial Responsibility Department that have security systems that are tied to the state police.

Each of the facilities that are -- the primary one that is going to do a dispensary at our location will have a triple camera security system, you have a built-in safe inside, which is going to be a cinder block or a metal, steel mesh safes.

You're going to have a separate entrance that would have gates around, there so the van pulling in or the truck pulling in with

the cannabis and/or money leaving would be gated, so there would be no means to have any issues with that.

Each of the people coming in will be cameraed (sic), their ID's checked, recorded, submitted to a state database, so that they can check on it. You will have a guard checking them in, guard checking them out.

We will have residents working there as well as our staff -- or the staff of our tenant would be working there.

The zero lot line I think would be more accommodating, it would increase the number of potential sites, including the one that I happen to be a partial owner of.

We have been in Yorkville, each of these members, Steve Freeman, Jay Marcum, myself, I've been here investing in the land here since 2013.

They have -- We've opened up Roadhouse, we are participants in owning the land where Yorkville Bowl was, hopefully that will happen again soon.

The issue of whether this would have

any effect on zero lot line being with children or neighborhoods is relatively non-problematic in our opinion since it is very similar to a liquor store, a bar, you have zero lot lines, tobacco stores, with one advantage: Ours is secure. It's going to be more secure than a bank.

The cameras will be shared with the local police, so if they want to look at that, they can go in there and look at any of our cameras any time of the day.

There is no loitering allowed. We've already established a provision at Roadhouse that there will be no cannabis consumption on our premises, they will be escorted off our premises if there is, so that there is no worry about consumption.

So we would be in favor of passing it as drafted with the 250 setback with -- if at all possible with directions that the board could look at it as to going to down to zero lot line.

Do you have any questions?

(No response.)

MR. COONEY: Thank you.

CHAIRMAN OLSON: Is there anyone else

who wishes to speak in favor of the request?

(No response.)

CHAIRMAN OLSON: Is there anyone present who wishes to speak in opposition to the request?

(No response.)

CHAIRMAN OLSON: Are there any questioners -- or questions from Commissioners for Krysti right now? Where do we begin?

I had sent Krysti a long email with a bunch of questions that I felt were pertinent, so I jumped the gun and got answers in front of tonight, so I figured I would share a couple of them and maybe that will answer some questions we have, right?

Our ordinance doesn't mention if cannabis can be used in public. Illinois law says that it can't be, but what if Illinois law changes down the road, and then Krysti said that actually the City is working on that.

MS. NOBLE: Correct. So there is a different section as I mentioned that other departments are working on, there is the employment section side and then there is the

police enforcement section side.

So these types of uses will be enforced through our adjudication process, so if there is any infraction, you will get a citation via a ticket and you have to show up here. The fine is up to $750, but we are being compliant with the state's Smoke-Free Act, which says that you cannot smoke in public places.

CHAIRMAN OLSON: So none of the six cannabis business establishment divisions will have on-site consumption at all, correct?

MS. NOBLE: Correct.

CHAIRMAN OLSON: And then I -- you know, I am completely ignorant as to the process, but what I had read is that in the cannabis infusion process, heavy scents, heavy smells, because you're -- you're -- I don't know what you call it, you're distilling the material and that creates a scent, and Krysti had responded that, just like everything else, all zoning districts in Yorkville are to the same performance standards when it comes to noise, smoke, odors, material, vibration, toxic, et cetera, so if it got out of hand --

MS. NOBLE: Then we can issue a ticket, which would be a property maintenance violation, again, the same penalty of up to $750.

CHAIRMAN OLSON: The 500 feet and 250 feet limit I think is important. Those maps that you put together are fantastic. Just fantastic. I don't know if you -- Let's see here.

Does everyone understand these maps? What they did was they took the different zoning districts, colored them with -- Is that green or yellow?

MR. ENGBERG: Both.

CHAIRMAN OLSON: Bit of both?

MS. NOBLE: Chartreuse.

CHAIRMAN OLSON: All right. And then went to the religious institutions, schools, et cetera, and put buffer zones around, right, and crossed out what would not -- what overlapped.

MS. NOBLE: Correct.

CHAIRMAN OLSON: So if we're looking on the first map, the dispensary slash cultivation permitted location, the 500 foot buffer, you can see that in real practice, all right?

The dispensary locations would be in the -- you know, from the undeveloped land currently on the north side of 34, east of 47. It would be in Kendall Marketplace in the outlots where it's not currently developed. It would not likely be in the Wrigley property, but it would be permitted there.

To the north, most of the subdivisions around -- or most of the area around Bristol Bay, on both sides of the road, would be permitted, and then once you come out towards the southwest portion of town, you're down 71, you are five, ten miles outside of town before you start hitting some of those areas, which makes sense for cultivation facilities out there.

Conversely, if you flip the page and look on the next map, if you take that from a 500 foot buffer down to a 2500 foot buffer, you really limit where these places can be at all. You might as well just prohibit it outright because you have eliminated, you know, 99 percent of the usable land in the city limits, so I would think if we were to go to permitting it, we can maybe go to prohibiting it, but if we were to go

to permitting it, 2500 feet is not the answer because we might as well just prohibit it anyways.

So where is the sweet spot, right? There is personally to me, in my opinion, areas on the 500 foot buffer that I wouldn't like to see this.

If you look at the 1,000 foot buffer, which is I think the third one, that further limits it from the 500 foot buffer, but kind of keeps the same area, you have a smaller area of Kendall Marketplace, so why bother, you have a smaller area in Yorkville Crossings, so why bother. Maybe it doesn't do any good to go from that 500 foot to that thousand.

And then the last map is the -- why is this one different?

MS. NOBLE: 500 and 250 for residential.

CHAIRMAN OLSON: Okay. So 250 for residential. Yeah, it's not a noticeable change except that it adds area right around 47 and 34, and, in my opinion, the central corridors of town, I really don't want to see it there if it

is a permitted use, but we can't get away from Yorkville Crossing and we can't get away from portions of Kendall Marketplace.

Thoughts on the distance?

MR. ENGBERG: I actually have one quick note, too, on these maps, and there is a little disclaimer to note. A lot of that area to the north are existing developments and they are labeled on the map, so any development up there or any change would require a PUD agreement amendment or annexation agreement amendment or require new platting and all that, so it would go over lots of review and things would actually have to change.

Those are just up there because right now there are no uses there, it's agriculture, so they were left open, but a lot of that area, depending on development, could change.

CHAIRMAN OLSON: So that 500 foot, 250 foot buffer came from some guidance given by the Illinois Municipal League, correct?

MS. NOBLE: Correct.

CHAIRMAN OLSON: As to some

recommendations as to what other municipalities are doing as far as this permitted use, so it's good info.

MS. NOBLE: In addition to that, it's also important to note that the state establishes a buffer for when you change, you know, zoning or there is a variance requested, and that buffer is 250 feet because they feel that's the buffer area of the most impacted properties seeing a change in land use.

Well, the City goes a little bit further and we do a 500 foot buffer, so that notifies you of any change that happens within 500 foot of your property, so that's where you get the 250 and the 500 for the request buffers, to be consistent with the state as well as our current ordinances.

CHAIRMAN OLSON: The -- I had asked her a question about the hours of operation. I mean, if you're going to permit this to exist, maybe I'm being naive, but I personally don't believe that if -- if they want to be open until 10:00 at night, they should be able to open until 10:00 at night.

I don't know why we would restrict their hours, unless they are obtrusive by nature and you would want to restrict their hours, and if that's the case, I don't want them in town, so I'm not sure quite sure why we would restrict their hours, but it's something we are able to do per state law, correct?

MS. NOBLE: Correct. And we are only restricting by two hours.

CHAIRMAN OLSON: Right. One of the most important things, which Mr. Delaney brought up, is prohibiting of electronic message boards and imagery on the signs I thought was super smart, right?

That would be the icing, no matter what, if they're selling breakfast food or they're selling burgers at McDonald's, that -- flashy signs I don't want to see, so that was smart. That was really smart to pick that up.

And then I had some questions about the restrictions on e-commerce and delivery. Is that to avoid having material delivered to minors, at a house, or is there another reason for that?

MS. NOBLE: So there is a couple of thoughts that came up. From a planning side, we wanted to not have that advertisement throughout our community.

There are services right now in other communities and other states that allow that would add these e-delivery services, but also there is a public safety --

CHAIRMAN OLSON: Kind of like a grubhub for --

MS. NOBLE: Kind of like a grubhub or a doordash where you order online and they deliver it to your home.

CHAIRMAN OLSON: They should do both, I hear that's a thing.

MS. NOBLE: So there is some complications there. Again, there is a maximum amount that any individual can have on-hand at a time, so we don't know if that would create any issues with violation of the state, it's 30 grams per individual.

Secondly, we thought it would curb any public safety concerns because these -- this is still cash only, we didn't know if there would

be an issue with these being targeted by individuals because they are carrying a large amount as well as cash, so we felt we didn't want that added issue.

CHAIRMAN OLSON: So the transporting and system operation would not be affected by --

MS. NOBLE: Correct.

CHAIRMAN OLSON: -- not having e-commerce, because all they are essentially is a middleman going from a grower to a dispensary.

MS. NOBLE: Correct. Exactly.

CHAIRMAN OLSON: Okay. You have to have a license to do that.

MS. NOBLE: Correct, and they are going to sites that are licensed and not to individual homes.

CHAIRMAN OLSON: Okay. And let me -- I think I know the answer to this, but I want to reiterate, we are only currently going to allow one of each of these different cannabis business establishment uses in the city limits at this time.

MS. NOBLE: That is the recommendation from staff.

CHAIRMAN OLSON: Okay. And when would that change? What if we have seven dispensaries show up and say they want to open a business?

MS. NOBLE: So the first --

CHAIRMAN OLSON: How do we choose that Mr. Delaney is the guy that gets it?

MS. NOBLE: Well, that's why you have the special use process, so you see their applications, you look at their business plan, you look at the floor plan, you look at all of these standards that Staff has established, but also keep in mind that this first round of licenses that are going to be approved in our area, which is the Chicago, Naperville, Elgin area, there is 47 licenses, the majority of those are going to go to Cook County, which is where Chicago is, and then we have other communities, Aurora, that would be competing for those, so out of those 47, it's highly unlikely that we would get more than one here.

CHAIRMAN OLSON: Okay. What other questions now that I have monopolized the time?

MR. WILLIAMS: I just have one to go into a little further as you talked about, Jeff.

For cultivation specifically, would that only be allowed on-site of agricultural and manufacturing districts? Excuse me.

MS. NOBLE: Correct. Yes.

CHAIRMAN OLSON: Inside a building?

MS. NOBLE: So you can. You can. And right now we allow the cultivation centers for medicinal cannabis to be allowed in the manufacturing district.

Another thing about that is when we talk about the setbacks for the agricultural land uses, that 250 feet does not apply to homestead on the agricultural land, so if you have a home on your farm and you want to cultivate this, you don't have to worry about that 250 foot setback for residential.

MR. VINYARD: Are we limiting hours of operation for cultivation centers or just dispensaries?

MS. NOBLE: Just dispensaries, yeah, because we felt that that use was similar to other uses that were in a regulated timeframe.

CHAIRMAN OLSON: Like a Beatnik store or something.

MS. NOBLE: We don't -- we don't regulate mostly retail uses, but we do regulate adult uses, so like adult book stores that are occurring in the city, and we do regulate service hours for liquor, so we felt this would be a more appropriate way of regulating the time.

MR. VINYARD: Does the state have any regulations on the maximum quantity that a dispensary can have on-site?

CHAIRMAN OLSON: I don't see any.

MR. VINYARD: I don't find any, but --

MS. NOBLE: I don't think they have maximum quantity, but the reason why they have that 75 percent for the --

CHAIRMAN OLSON: Usage.

MS. NOBLE: -- the usage is because they want to limit the quantity that you have for storage, so you only have 25 percent of your gross floor area for storage.

CHAIRMAN OLSON: I was ignorant to all the security measures that were required for the dispensary.

MS. NOBLE: Yes. Yes.

CHAIRMAN OLSON: It's like Fort Knox

compared to a liquor store around here.

MS. NOBLE: It is.

CHAIRMAN OLSON: Could be weird. What else? Questions from anyone else?

(No response.)

CHAIRMAN OLSON: All right. Since all public testimony regarding this petition has been taken, may I please have a motion to close the taking of testimony in this public hearing?

MR. VINYARD: So moved.

MR. WILLIAMS: Second.

CHAIRMAN OLSON: Roll call vote on the motion, please.

MS. YOUNG: Millen.

MR. MILLEN: Yes.

MS. YOUNG: Olson.

CHAIRMAN OLSON: Yes.

MS. YOUNG: Vinyard.

MR. VINYARD: Yes.

MS. YOUNG: Williams.

MR. WILLIAMS: Yes.

MS. YOUNG: Hyett.

MR. HYETT: Yes.

MS. YOUNG: And Marcum.

MR. MARCUM: Yes.

CHAIRMAN OLSON: This is to close the public hearing. So the public hearing portion of tonight's meeting is closed.

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

STATE OF ILLINOIS)
) SS.
COUNTY OF LASALLE)

I, Christine M. Vitosh, a Certified Shorthand Reporter, do hereby certify that I transcribed the proceedings had at the pubic hearing and that the foregoing, Pages 1 through 38, inclusive, is a true, correct and complete computer-generated transcript of the proceedings had at the time and place aforesaid.

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

As certification thereof, I have hereunto set my hand this 9th day of April, A.D., 2019.

_____

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

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Memorandum

To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Jason Engberg, Senior Planner
Date: January 2, 2020
Subject: **Mobile Food Truck and Retail Vendor – Text Amendment**

Background/Proposed Request

Since the adoption of the Mobile Food Truck and Retail Vendor regulations earlier this year, the City's Clerks Office has had feedback from potential participants applying for food trucks licenses on private property that the fingerprinting and background check requirements are time-consuming and onerous. The regulations require all vendors and their employees to physically show-up to City Hall to register annually and wait upwards of two (2) to three (3) weeks for the Illinois State Police to complete the background check, which must be cleared to issuing a license. This has resulted in vendors cancelling their applications or dropping out of events.

Upon this feedback, staff has reached out to the neighboring community of Oswego, which has a similar mobile food truck vendor program and found that they do not require fingerprinting and background checks for their licenses of vendors on private property. Additionally, the Yorkville Police Department is not opposed to eliminating this requirement for vendors on private property, as it may create a liability issue for the City and is inconsistent with our current policy of not conducting background checks of employees and operators of other private businesses.

Therefore, the proposed text amendment will repeal the section of the Zoning Ordinance and Title 3: Business and Licenses Regulations of the City Code which requires vendors on private property to obtain a license from the City's Clerk office but maintain the requirement for those hosting a "food truck rally" defined as having more than three (3) vendors at one time.

Summary of Proposed Changes

The changes proposed to both the business license regulations and the Zoning Code address only mobile food vending occurring on private property. ***The Planning and Zoning Commission only has authority to revise the zoning regulations in Section 10-3-14, the proposed business regulation revisions have been provided for information and reference.***

Zoning Regulations

As currently regulated in Section 10-3-14: Mobile Food Vendor Vehicles and Retail Vendor Vehicles in the Zoning Ordinance, vendors and canteen trucks operating on private property must provide a notarized letter of permission from the property owner granting consent in accordance with the requirements for a Certificate of Registration. Staff proposes that any

reference to the requirement for a obtaining a Certificate of Registration be deleted in its entirety as proposed in the attached draft.

Business License Regulations

As currently regulated in Section 3-5A-4 of the Business and Licenses regulation of the City Code, mobile food vending on private property requires the applicant to obtain a certificate of registration and provide written proof of the property owner's permission. Additionally, the certificate of registration fee for mobile vendors on private property is a nominal $25.00 per application for the first food truck and $10.00 for additional trucks (maximum 3 total). This covers the administration costs for conducting the required background checks. It is proposed this entire section of the Business and Licenses regulations be deleted in its entirety.

Staff Recommendation

The proposed changes to the zoning regulations of the City Code are intended to relive any food truck vendor and their employees operating on private property the undue burden of a background check and fingerprinting, as part of the Certificate of Registration process. These requirements will now be reserved for those vendors operating on public property or within the public right-of-way or private properties hosting a food truck rally (more than 3 food or retail vendors).

Based upon the proposed language in the attached draft ordinance, staff is supportive of the proposed text amendment. A favorable recommendation has been forwarded to City Council by the Economic Development Committee regarding the proposed revisions to the Business and Licenses regulations. City Council will consider both the proposed revisions to the Zoning Ordinance and the City's Business and License Regulations at an upcoming meeting.

Proposed Motion for Amendment:

In consideration of testimony presented during a Public Hearing on January 8, 2020 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council a request for a text amendment to Section 10-3-14: Mobile Food Vendor Vehicles and Retail Vendor Vehicles of the United City of Yorkville Zoning Ordinance to remove the requirement for a Certificate of Registration, as recommended in a staff memo dated January 2, 2020, and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

Attachments:

1. Draft amendment to Title 10: Zoning, Chapter 3: General Zoning Provisions, Section 13: Temporary and Seasonal Uses, Article B: Mobile Food Truck and Retail Vendor Unit.
2. Food Truck Information Sheets
3. Copy of Public Notice

Ordinance No. _____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE ZONING ORDINANCE TO THE REGULATIONS FOR MOBILE FOOD AND RETAIL VENDOR VEHICLES OPERATING ON PRIVATE PROPERTY

WHEREAS, the United City of Yorkville (the "*City*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to Section 10-4-10 of the United City of Yorkville Zoning Ordinance ("Zoning Ordinance") the City may initiate amendments to the Zoning Ordinance; and,

WHEREAS, the City filed seeking an amendment to the Zoning Ordinance to eliminate the required business registration of the vendor and vehicle for food and retail trucks conducting business on private property; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on January 8, 2020, to consider the request and made Findings of Fact and recommendations to the City Council to approve the requested text amendments.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1: That the above recitals are hereby incorporated and made a part of this Ordinance.

Section 2: That a Section 10-3-14-D-2-b of the United City of Yorkville Zoning Ordinance is hereby deleted in its entirety as follows:

"SECTION 10-3-14: **MOBILE FOOD VENDOR VEHICLES AND RETAIL VENDOR VEHICLES**

D. LOCATION AND OPERATIONAL STANDARDS:

2. Mobile Food Vendor Vehicles and Retail Vendor Vehicles may be permitted to operate on private property as a temporary accessory use in all zoning districts.
    a. ~~Mobile food vendor vehicles and retail vendor vehicles on private property shall have a notarized letter of permission from the property owner granting the operator the owner's express consent to operate on the site in accordance with the approved Certificate of Registration.~~

Section 3: That a Section 10-3-14-D-3-a of the United City of Yorkville Zoning Ordinance is also hereby deleted in its entirety as follows:

"SECTION 10-3-14: **MOBILE FOOD VENDOR VEHICLES AND RETAIL VENDOR VEHICLES**

D. LOCATION AND OPERATIONAL STANDARDS:

3. Canteen Trucks Operating on Private Property provided:

~~Canteen Trucks operating on private property shall have a notarized letter of permission from the property owner granting the operator the owner's express consent to operate on the site in accordance with the approved Certificate of Registration.~~

a. Canteen Trucks may operate on an unimproved lot or parcel, only if such lot or parcel or an adjoining lot or parcel is undergoing permitted construction activity.

b. Canteen Trucks shall not block fire lanes, designated construction traffic lanes for ingress or egress or access to or from the construction site.

c. No unattended Canteen Truck shall be parked overnight on any property.

Section 4: This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2020.

_____
City Clerk

DAN TRANSIER	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2020.

_____
Mayor

UNITED CITY OF YORKVILLE, ILLINOIS
800 Game Farm Road
Yorkville, IL 60560

FOOD TRUCK REGULATIONS

What if I want a food truck in the **PUBLIC RIGHT-OF-WAY?**



Food trucks must be legally parked in full compliance with all state and local parking provisions.

Food trucks within City parks shall be subject to rules and regulations established by the park board.

No unattended food truck may be parked or left overnight.

Food trucks shall not operate within 500 feet from any K -12 school building between the hours of 7:00 a.m. and 4:00 p.m. on regular school days; unless as part of a permitted special event or rally.

Food trucks cannot be parked within 25 feet from a street intersection with a crosswalk, traffic light, or stop sign, or within 25 feet from a railroad crossing.

Food truck operators must organize customers to keep a clear path along the sidewalk that is at least four (4) feet wide.

Food trucks must face away from the public street.

Food trucks may not encroach onto the sidewalk with the vehicle or any equipment related to its operation, except for refuse receptacles.

Food trucks greater than 35 feet in length, or that occupy more than two on-street parking spaces, are not permitted to operate adjacent to residentially zoned properties.

Food trucks shall not block a lawfully placed monument sign of another business.

A food truck operator must obtain a certificate of registration from the office of the city clerk.

Food truck operators shall pay a $200 application fee per application. The application fee covers the first food truck. Additional food trucks will be $100 each.

Complete regulations may be found in sections 3-5 and 10-3 of the Yorkville City Code.

UNITED CITY OF YORKVILLE, ILLINOIS
800 Game Farm Road
Yorkville, IL 60560

FOOD TRUCK REGULATIONS

What if I want a food truck on **PRIVATE PROPERTY?**



Food trucks may be permitted to operate as a temporary accessory use in all zoning districts.

The maximum number of food trucks permitted on a site shall be determined as follows:

One food truck may operate on the site for every 525 square foot paved area except that food trucks greater than 35 feet in length require a space at least 70 feet by 15 feet.

All operations shall occur upon a paved, level parking area or surface.

Food trucks parked within required parking areas shall not impede pedestrian or vehicle ingress or egress through the remainder of the parking area or adjacent public right-of-way.

Food trucks may be permitted to have outdoor seating areas, but may not occupy more than 2 parking spaces per truck.

~~Food truck operators must have a notarized letter of permission from the property owner granting them consent to operate on site.~~

~~A food truck operator must obtain a certificate of registration from the office of the city clerk.~~

~~Food truck operators shall pay a $25 application fee per application. The application fee covers the first food truck. Additional food trucks will be $10 each.~~

Food trucks shall not occupy more than 40% of required parking spaces on an improved lot. Also, they may not exceed the maximum lot coverage of their respective zoning district.

Complete regulations may be found in sections 3-5 and 10-3 of the Yorkville City Code.

UNITED CITY OF YORKVILLE, ILLINOIS
800 Game Farm Road
Yorkville, IL 60560

FOOD TRUCK REGULATIONS

What if I want to hold a **FOOD TRUCK RALLY?**



A food truck rally is any event which has more than 3 food trucks on public or private property.

Issuance of a food truck rally permit shall be reviewed and approved by:

- Community Development Director
- Parks and Recreation Director
- Director of Public Works
- Police Chief

Traffic control and pedestrian safety of the event is the responsibility of the permittee of the event.

A truck rally permit will be subject to inspections conducted by the Building Code Official and Fire Marshal prior to the event.

A food truck rally operator must complete an application form provided by the City Clerk, including map of the area, site plan, description of parking and traffic control plans, list of vendors and dates/hours of the event.

An application fee of $50 shall be required for all truck rally special events.

The application must be submitted at least 30 days prior to the event.

For truck rallies held in the public right-of-way, the City may require for a posting of a financial guarantee prior to issuance of a permit to cover costs related to clearing trash and debris, and any damage to the public right-of-way.

Complete regulations may be found in sections 3-5 and 10-3 of the Yorkville City Code.

PUBLIC NOTICE OF A HEARING BEFORE
THE UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISION
PZC 2019-28

NOTICE IS HEREWITH GIVEN THAT the United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment to Chapter 3: General Zoning Provisions of the United City of Yorkville Zoning Ordinance regarding mobile food and retail vendor vehicles. The amendment proposes to eliminate the required business registration of the vendor and vehicle for food and retail trucks conducting business on private property.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing at a meeting on said amendments on **Wednesday, January 8, 2018 at 7 p.m.** at the Yorkville City Hall, 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.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

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

LISA PICKERING
City Clerk

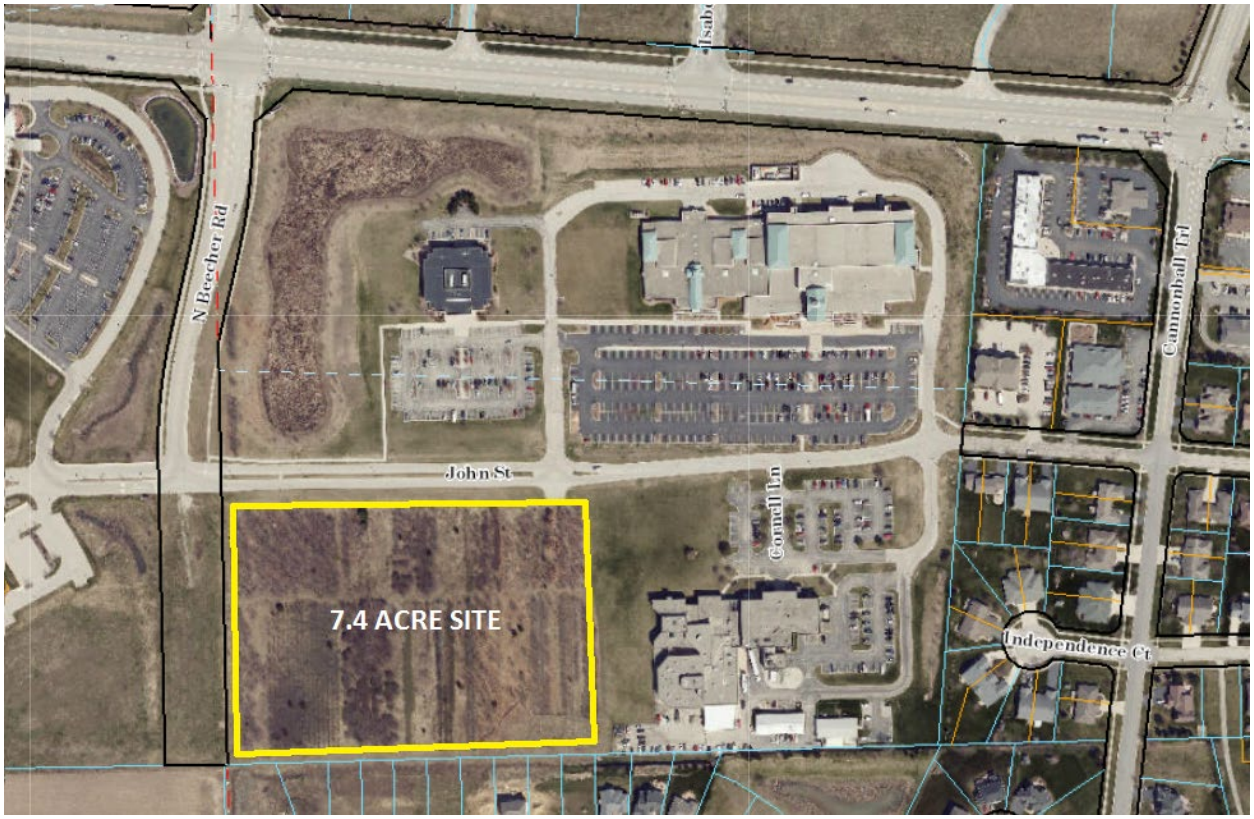
Memorandum

To: Planning and Zoning Commission
From: Jason Engberg, Senior Planner
CC: Krysti Barksdale-Noble, Community Development Director
Date: December 31, 2019
Subject: **PZC 2019-29 GRNE Solar – Kendall County Government Campus (**Special Use)

SUMMARY:

The applicant, GRNE Solar on behalf of Kendall County, is requesting special use permit approval to construct a freestanding solar farm at the Kendall County Government Center at 810 John Street. The solar farm is being proposed to be located on approximately 7.4 acres of vacant land at the southwest corner of the Kendall County Government Campus south of John Street. The subject property is currently zoned O Office District and the solar farm will be part of the existing Kendall County Government Center.

The petitioner received special use authorization in December of 2018 but due to the conditions on that ordinance, the petitioner is requesting to repeal that ordinance and replace it with a new special use authorization. The solar farm itself will stay in the same location, be the same size, and provide electricity to the on-site County buildings. The changes the petitioner is requesting will be outlined in this memorandum and the original approved plans which are not changing are included as attachments to this document.



ORIGINAL PLANS:

The original plans (attached with PZC memorandum) proposed a freestanding solar farm be located at the southwest corner of the Kendall County Government Campus. The site consists of 7.4 acres of land which currently contains numerous trees but is a vacant land use. The special use was approved in December 2018 with the following conditions attached to the ordinance (also attached):

1. The maximum clearance between the lowest point of the system and the surface on which the system is mounted shall be one foot and seven inches (1'7").

2. A seven foot and six inch (7'6") tall solid opaque fence made of a composite, vinyl or plastic material shall be installed along the entire perimeter of the solar farm.

3. The petitioner must implement the landscape plan submitted by the petitioner and completed by Hampton, Lenzini, and Renwick, Inc. dated October 29, 2018 attached hereto and made a part hereof as Exhibit A.

4. The petitioner must comply with all comments and requirements made by Planning Resources, Inc. dated November 13, 2018 and attached hereto and made a part hereof as Exhibit B regarding the landscape plans dated October 29, 2018.

5. A security camera system must be installed which gives monitoring access of the solar farm to the Kendall County Sheriff.

6. A Knox-Box must be installed near the access gate to the Subject Property for emergency entrance by the City's Police and Fire Departments and the Kendall County Sheriff.

7. The petitioner, pursuant to Section 10-19-4-E of the Zoning Code, shall 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 with 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.

8. Compliance with all comments prepared by Engineering Enterprises, Inc., the City's engineering consultant, in a letter dated August 2, 2018 attached hereto and made a part hereof as Exhibit C.

After receiving the special use authorization, the petitioner began to get quotes from contractors to ensure the project met the needed conditions. After reviewing the costs, the petitioner is now requesting a new special use without some of the conditions.

PROPOSED ALERATIONS:

The two conditions that the petitioner is seeking to modify are the "fence made of a composite, vinyl or plastic material" and the landscaping requirements on the west side of the property. After receiving the original special use authorization last year, the petitioner along with the County started to get quotes from fence companies for fences that met the requirements of the ordinance. It was at this time that the petitioner and County realized that the higher cost for a vinyl fence compared to a wooden fence of that size was extremely more expensive. Therefore, the petitioner is requesting that a 100% fully opaque fence be installed around the entire property and be allowed to be made of wood.

Additionally, the petitioner is requesting to modify the landscaping requirements on the west side of the property due to cost as well. The petitioner is aware that the landscaping on the south side of the property is necessary to create a buffer from the single-family residents. The petitioner feels creating a landscape buffer for a commercial use is not necessary and cost prohibitive. The petitioner is planning on utilizing some of the on-site trees to be moved to the west side of the property.

SPECIAL USE STANDARDS:

Section 10-4-9F 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 in which it is to be located.
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 proposed special use is not contrary to the objectives of the official comprehensive plan of the City as amended.

Additionally, Section 10-19-4C of the City's Zoning Ordinance establishes standards for special use requests regarding alternative energy systems. No special use shall be recommended by the Planning and Zoning Commission unless said commission shall find that:

1. The city council shall determine that the application has met all of the general requirements of this chapter.
2. The proposed energy system shall further the intent of this chapter and provide renewable energy to the property on which it is proposed.
3. 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.
4. 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.

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 during the public hearing at the Planning and Zoning Commission meeting.

STAFF COMMENTS:

Staff has reviewed the requests and supports the change from a vinyl to a wood fence but does not support the removal of landscaping on the west side of the property. Originally, the Planning and Zoning Commission put the restriction on the material of the fence to ensure a high-quality fence was built and would be easy to maintain. Staff understands that the vinyl fence is onerous to the petitioner and believes a properly maintained solid wooden fence will still provide screening to residents while looking aesthetically pleasing. While the upkeep on a wooden fence may require more attention, it is up to the petitioner and County to keep the fence looking good. The petitioner and County must adhere to City Maintenance Codes regarding the fence and will be subject to fine if the fence falls into disrepair.

During the original public hearing process, the business to the west of the property voiced their concern for having to stare at a blank fence or solar farm. The business is a dialysis center and many of the patients look out of the windows towards the proposed solar farm. The request for landscaping helped alleviate this concern and was therefore put as a condition in the original special use ordinance. Staff has recommended that the petitioner contact the business owner to see if removing the landscaping or reducing the amount will suffice. At this moment, staff cannot recommend approval of this request as the concerns about buffering for the business still stand. If the business owner lets it be known that they have come to an agreement with the petitioner to reduce or remove the landscaping, at that point staff would recommend this request.

Proposed Motion:

In consideration of testimony presented during a Public Hearing on January 8, 2020 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for Special Use authorization to construct a freestanding solar energy system, or solar farm, on a O Office District zoned property located at the southwest corner of the Kendall County Government Center, subject to staff recommendations in a memo dated December 31, 2019 and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

ATTACHMENTS:

1. Special Use Application
2. Change Request Letter
3. November 14, 2018 Planning and Zoning Commission Materials (with all attachments)

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

APPLICATION FOR SPECIAL USE

INTENT AND PURPOSE:

The purpose of the zoning code is based upon the authority of the city to divide its land into districts by use, bulk, location of building and structures, in a substantially uniform manner. It is recognized that while some uses are permitted under the zoning code to keep uniformity, a case-by-case analysis must be conducted for certain permitted uses to discover the impact of those uses on neighboring land and of the public need for the particular use at the particular location. In these cases a special use must be granted.

This packet explains the process to successfully submit and complete an Application for Special Use. It includes a detailed description of the process and the actual application itself. Please type the required information in the application on your computer. The application will need to be printed and signed by the petitioner. The only item that needs to be submitted to the city from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 9 Special Uses" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE:

STAGE 1
Submit Application, Fees, and All Pertinent Information to the Community Development Department

STAGE 2
Plan Council Review
Meets on the 2nd and 4th Thursday of the Month

STAGE 3
Economic Development Committee
Meets on the 1st Tuesday of the Month

STAGE 4
Planning and Zoning Commission Public Hearing
Meets on the 2nd Wednesday of the Month

STAGE 5
City Council Public Hearing
Meets on the 2nd and 4th Tuesday of the Month

STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Three (3) 11" x 17" copies each of the exhibits, proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing one (1) electronic copy (pdf) of each of the following: signed application (complete with exhibits), proposed drawings, location map, and site plan. A Microsoft Word document with the legal description is also required.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. These materials must be submitted a minimum of forty five (45) days prior to the targeted Planning and Zoning Commission meeting. An incomplete submittal could delay the scheduling of the project.

Petitioner will be responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the city to cover these fees. The Petitioner Deposit Account/Acknowledgment of Financial Responsibility form is attached to this document and must be submitted with the application.

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APPLICATION FOR SPECIAL USE

STAGE 2: PLAN COUNCIL

Petitioner must present the proposed plan to the Plan Council. The Plan Council meets on the 2nd and 4th Thursday of the month. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. Upon recommendation by the Plan Council, petitioner will move forward to the Planning and Zoning Commission hearing.

STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE

Applicant must present the proposed plan to the Economic Development Committee. Economic Development Committee meets at 7:00 p.m. on the 1st Tuesday of each month. This session is to discuss and consider recommendations prior to full City Council considerations and provide informal feedback. The Economic Development Committee will submit its recommendation to City Council.

STAGE 4: PLANNING AND ZONING COMMISSION

Petitioner will attend a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. Notice will be placed in the Kendall County Record by the United City of Yorkville. The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. Twenty four (24) hours prior to the public hearing, a certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No special use shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance. The Certified Mailing Affidavit form is attached to this document and must be submitted prior to the scheduled Planning and Zoning Commission meeting.

STAGE 5: CITY COUNCIL

Petitioner will attend the City Council meeting where the recommendation of the special use will be considered. The City Council meets on the 2nd and 4th Tuesdays of the month at 7:00pm. City Council will make the final approval of the special use.

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APPLICATION FOR SPECIAL USE

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the requirements stated above. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial plan commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)

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APPLICATION FOR SPECIAL USE

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit	$500.00	Total: $
AMENDMENT	☐ Annexation ☐ Plan ☐ Plat ☐ P.U.D.	$500.00 $500.00 $500.00 $500.00	Total: $
ANNEXATION	☐ $250.00 + $10 per acre for each acre over 5 acres _____ - 5 = _____ x $10 = _____ + $250 = $ _____ # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount		Total: $
REZONING *If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee*	☐ $200.00 + $10 per acre for each acre over 5 acres _____ - 5 = _____ x $10 = _____ + $200 = $ _____ # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount		Total: $ 274
SPECIAL USE	☐ $250.00 + $10 per acre for each acre over 5 acres 7.4 - 5 = 2.4 x $10 = 24 + $250 = $ 274 # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount		Total: $
ZONING VARIANCE	☐ $85.00 + $500.00 outside consultants deposit		Total: $
PRELIMINARY PLAN FEE	☐ $500.00		Total: $
PUD FEE	☐ $500.00		Total: $
FINAL PLAT FEE	☐ $500.00		Total: $
ENGINEERING PLAN REVIEW DEPOSIT	☐ Less than 1 acre ☑ Over 1 acre, less than 10 acres ☐ Over 10 acres, less than 40 acres ☐ Over 40 acres, less than 100 acres ☐ Over 100 acres	$1,000.00 $2,500.00 $5,000.00 $10,000.00 $20,000.00	Total: $ 2,500
OUTSIDE CONSULTANTS DEPOSIT *Legal, land planner, zoning coordinator, environmental services* For Annexation, Subdivision, Rezoning, and Special Use:	☐ Less than 2 acres ☑ Over 2 acres, less than 10 acres ☐ Over 10 acres	$1,000.00 $2,500.00 $5,000.00	Total: $ 2,500
	TOTAL AMOUNT DUE:		5,274

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APPLICATION FOR SPECIAL USE

DATE: 3/23/2018	PZC NUMBER:	DEVELOPMENT NAME: Kendall County Solar Array Development

PETITIONER INFORMATION

NAME: Eric Peterman	COMPANY: GRNE Solar
MAILING ADDRESS: 230 N Hicks Place	
CITY, STATE, ZIP: Palatine, IL 60067	TELEPHONE: 312-859-3016
EMAIL: Eric@GRNESolar.com	FAX:

PROPERTY INFORMATION

NAME OF HOLDER OF LEGAL TITLE: County of Kendall

IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:

PROPERTY STREET ADDRESS: 41.657224, -88.465668

DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:

See attached Legal Description and visual depiction in Exhibit A for further detail. The plot of land on the SE corner of John St. and Beecher Rd. in Yorkville, IL.

CURRENT ZONING CLASSIFICATION: Office	COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:

REQUESTED SPECIAL USE:

Solar Energy System

ZONING AND LAND USE OF SURROUNDING PROPERTIES

NORTH:	PUD (Retail) and A-1 (Farming)
EAST:	R-3 (Single Family), B-2 (Retail), and Office (Offices)
SOUTH:	R-2 (Single Family) and R-4 (Multi-Family)
WEST:	PUD (Medical). Southwest - A-1 (Farming)

KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
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APPLICATION FOR SPECIAL USE

ATTORNEY INFORMATION	
NAME: Dan Kramer	COMPANY: Law Offices of Dan Kramer
MAILING ADDRESS: 1107A South Bridge Street	
CITY, STATE, ZIP: Yorkville, Illinois 60560	TELEPHONE: 630.553.9500
EMAIL:	FAX:
ENGINEER INFORMATION	
NAME: Travis Kepler	COMPANY: GRNE Solar
MAILING ADDRESS: 230 N Hicks Place	
CITY, STATE, ZIP: Palatine, IL 60067	TELEPHONE: 312-859-3016
EMAIL: eric@grnesolar.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME:	COMPANY: Kendall County GIS
MAILING ADDRESS: 111 W Fox Rd.	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-4212
EMAIL:	FAX:

ATTACHMENTS

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

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (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".

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800 Game Farm Road
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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 implementation of this project will not be detrimental or endanger the public in any way. The solar array will be located on the property that is already owned by the county and will be secure with a perimeter fence to enclose the solar array. The solar array does not emit any harmful materials, but rather collects the irradiance from the sun to produce renewable energy for the benefit of the county buildings. The equipment used on this project is all UL certified to meet and exceed all industry standards for solar energy materials and electrical equipment. The project would be no more intrusive than normal electrical utility lines or transformers but will provide a better aesthetic and be surrounded by a security chain-link perimeter fence.

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:

Installing the solar energy project at this location will not by injurious to the use and enjoyment of surrounding properties. Additionally, the impact of property values will not be effected as a result of the project. The land is currently available for development and will be used to construct the solar energy project. The equipment will be enclosed with the security perimeter fence and will not impact other buildings, properties, or neighborhood activities. The solar array does not emit noise and will have no adverse effects on the surrounding community.

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 approval and commencement of this project will not impede the normal and orderly development and improvement of surrounding properties as it will not require any additional needs that the property already has. Installing this solar energy project will help improve the area by bringing development to an undeveloped plot of land and by saving money for the county with this innovative, clean renewable energy source.

PLEASE STATE HOW ADEQUATE UTILITIES, ACCESS ROADS, DRAINAGE OR OTHER NECESSARY FACILITIES HAVE BEEN OR ARE BEING PROVIDED:

No additional utilities, access roads, drainage or other items will be necessary for the implementation of this project. The current availability of the land will provide the needed resources to develop the solar energy array.

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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:

There will be no additional congestion added to public streets as a result of this project, before, during, or after construction. The project location is situated next to a vacant lot and ample parking lot space to be able to maneuver and store materials needed for the project. Deliveries for the project will enter from the North off of route 34 onto Beecher Rd and then onto John St. to make their way to project site. This will not be more than is common for usual traffic on this route.

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 PLANNING AND ZONING COMMISSION:

GRNE Solar and Kendall County have worked closely with the City of Yorkville to abide by the Solar Ordinance provided. All project details are in compliance with the ordinance. Considering the land is zoned for build-able space and is owned by the County, we do not see the need for any changes or modifications but are willing to comply with any adjustments or requirements from the City.

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.

PETITIONER SIGNATURE

3/21/2018
DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

OWNER SIGNATURE

3/21/18
DATE

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE: Deborah Gillette

OFFICIAL SEAL
DEBORAH GILLETTE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/13/21

United City of Yorkville
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

PROJECT NUMBER: Eric Peterman	FUND ACCOUNT NUMBER: GRNE Solar	PROPERTY ADDRESS: 230 N Hicks Place

PETITION/APPROVAL TYPE (*check appropriate box(es) of approval requested*):

☐ CONCEPT PLAN REVIEW	☐ AMENDMENT (TEXT)	☐ ANNEXATION	☐ REZONING
☑ SPECIAL USE	☐ MILE AND 1/2 REVIEW	☐ ZONING VARIANCE	☐ PRELIMINARY PLAN
☐ FINAL PLANS	☐ PLANNED UNIT DEVELOPMENT	☐ 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: Eric Peterman	COMPANY GRNE Solar
MAILING ADDRESS: 230 N Hicks Place	
CITY, STATE, ZIP: Palatine, IL 60067	TELEPHONE: 312-859-3016
EMAIL: Eric@GRNESolar.com	FAX:

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.

Eric Peterman	Owner
PRINT NAME	TITLE
	3/21/2018
SIGNATURE	DATE

ACCOUNT CLOSURE AUTHORIZATION

DATE REQUESTED: _____ ☐ COMPLETED ☐ INACTIVE

PRINT NAME: _____ ☐ WITHDRAWN ☐ COLLECTIONS

SIGNATURE: _____ ☐ OTHER

DEPARTMENT ROUTING FOR AUTHORIZATION: ☐ COM. DEV. ☐ BUILDING ☐ ENGINEERING ☐ FINANCE ☐ ADMIN.

EXHIBIT A - LEGAL DESCRIPTION

DESCRIPTION OF LEASED PREMISES

"Leased Premises" consist of:

That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North 01°14'11" West, along the East Line of Rush-Copley Healthcare Center, 15.0 feet; thence North 88°29'47" East, parallel with the South Line of said Building Commission Tract, 12.50 feet for the point of beginning; thence North 88°29'47" East, parallel with said South Line, 615.74 feet; thence North 01°30'13" West, perpendicular to the last described course, 525.0 feet; thence South 88°29'47" West, parallel with said South Line, 600.79 feet; thence South 01°14'11" East, 22.17 feet; thence South 88°45'49' West, 12.50 feet; thence South 01°14'11' East, 502.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

And depicted graphically as follows. Any conflict between the legal description above and the graphic depiction below shall be resolved in favor of the written legal description.



Kendall County
Government Campus
Bristol Twp.
Survey 18036

KENDALL COUNTY
- 2018 -

http://www.co.kendall.il.us

N
W E
S



1 In=200 feet

0 110 220 330 440
Feet

Legend

ADJACENT COUNTY
COUNTY
INTERSTATE
STATE
FEDERAL
STRUCTURE
GRAVEL
DIRT
LOCAL
RAILROAD

Kendall County GIS

GRNE SOLAR

GRNE Solar
230 N Hicks Place
Palatine, IL 60067

September 24, 2019

Krysti Barksdale-Noble
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

RE: Ordinance No. 2018-77

Dear Krysti:

Regarding approved Ordinance No. 2018-77, we respectfully submit the following comments:

Section 3 b. A seven foot and six inch (7'6") tall solid opaque fence made of a composite, vinyl or plastic material shall be installed along the entire perimeter of the solar farm.

We respectfully request that we be able to install a wooden fence that is seven foot and six inch (7'6") tall along the entire perimeter of the solar farm.

Section 3 e. The landscaping treatment as proposed along the southern fence line be continued along the west line of the property.

We respectfully request that the landscaping treatment be limited to the southern fence line.

Thank you for your consideration in this matter.
Please feel free to contact me at eric@grnesolar.com or 312-859-3417 with any questions or comments.

Sincerely,
GRNE Solar

Eric Peterman

Memorandum

To: Planning and Zoning Commission
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
Date: November 7, 2018
Subject: **PZC 2018-07 GRNE Solar – Kendall County Government Campus (**Special Use)

BACKGROUND AND PROJECT DESCRIPTION:

The applicant, GRNE Solar on behalf of Kendall County, is requesting special use permit approval to construct a freestanding solar farm at the Kendall County Government Center at 810 John Street. The solar farm is being proposed to be located on approximately 7.4 acres of vacant land at the southwest corner of the Kendall County Government Campus south of John Street. There are no plans to build on the 4.4 acre private storm water drainage facility near the intersection of Beecher Road and Route 34.

The subject property is currently zoned O Office District and the solar farm will be part of the existing Kendall County Government Center. Structures existing within the Center include the County Courthouse, County Jail, and the County Health Department. The solar farm site will be directly north of the Blackberry Woods residential subdivision in Yorkville.



EXISTING CONDITIONS:

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

	Zoning	Land Use
North	B-3 General Business District	Kendall Marketplace Shopping Center
South	R-2 Traditional Residential District	Single Family Homes | Blackberry Woods
East	O Office District	Kendall County Government Campus
West	B-3 General Business District	Rush Hospital

ALTERNATIVE ENERGY SYSTEMS REGULATIONS:

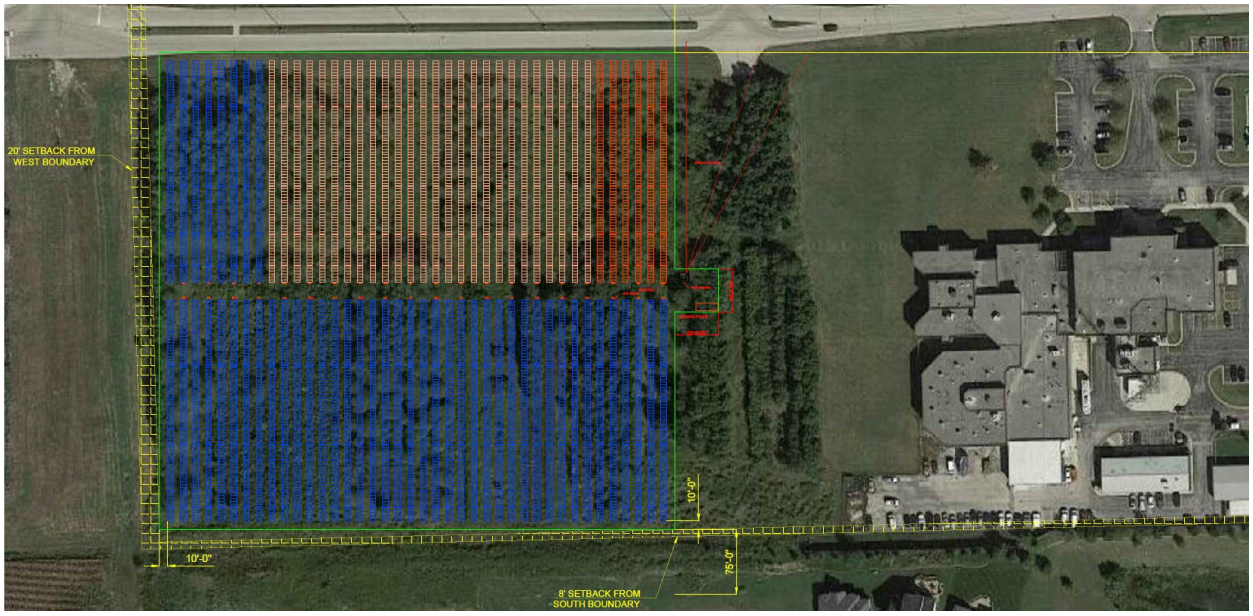
On November 25, 2014, the City Council approved a Zoning Ordinance update. As part of the updated Zoning Ordinance, specific zoning and regulatory criteria related to alternative energy systems were adopted. Chapter 19: Alternative Energy Systems of the approved new Zoning Ordinance identifies freestanding 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 is required to meet the setback standards for the O Office 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 O Office 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 table illustrates the minimum required yard setbacks for solar systems based upon the O Office District regulations and the Freestanding Solar Energy System requirements:

	Minimum Requirement	Proposed Setback
Front	30 feet	710 feet
Rear	8 feet	18 feet
Side (East)	8 feet	962 feet
Side (West)	20 feet	30 feet

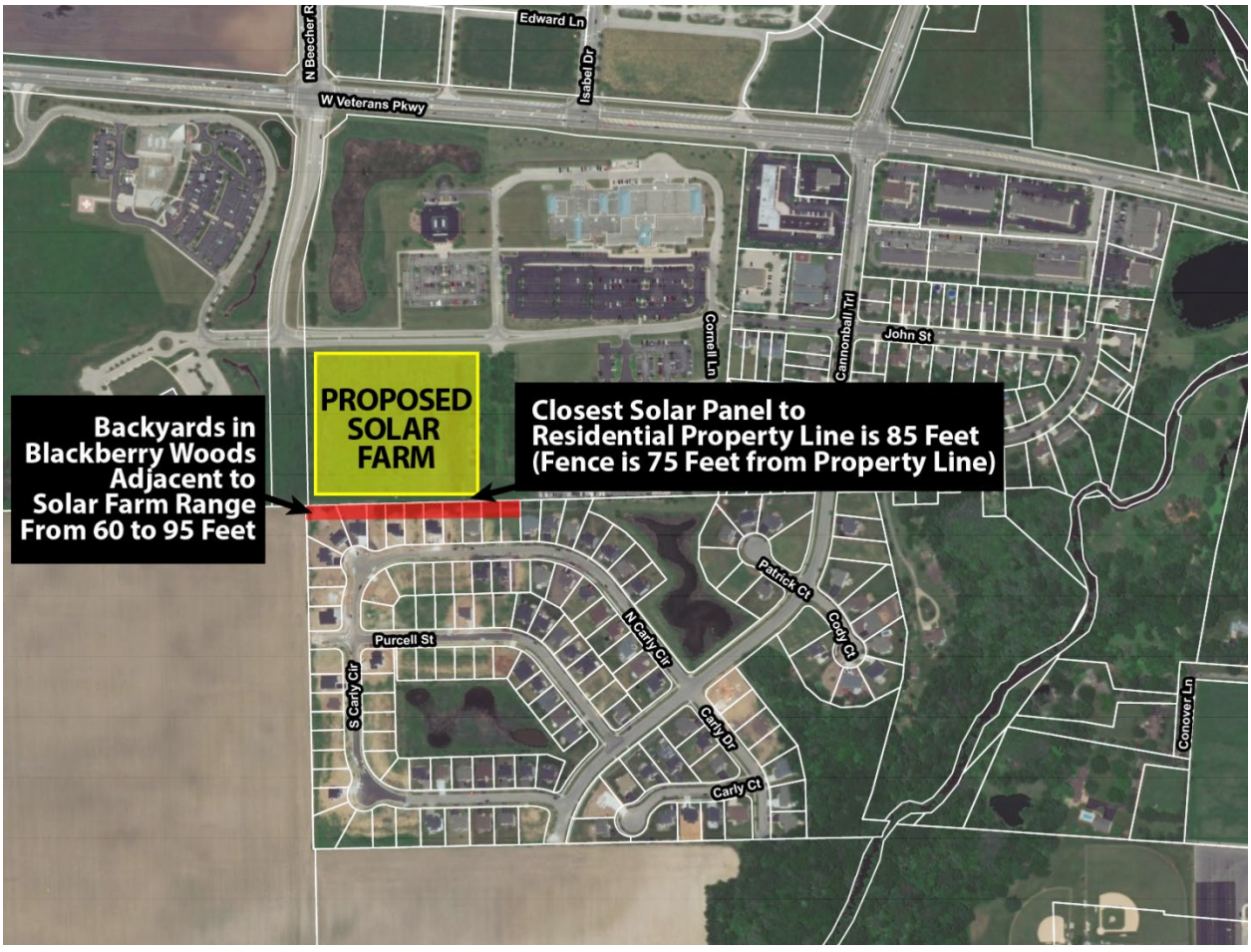


Distance from Residential Properties

In addition to the shown setbacks, the petitioner has indicated on their plans that the boundary fence of the solar farm will be seventy-five (75) feet away from the property line of the nearest residential property (Blackberry Woods). The solar panels themselves will be an additional ten (10) feet from the closest residential property line for a total of eighty-five (85) feet from the nearest residential property line.

Staff has conducted research on the 10 residential properties in Blackberry Woods which are closest to the proposed development. Of the 10 properties, there are 8 existing single family homes and 2 vacant lots. The following table details the distances from the rear property line to the closest point on an existing home and the estimated overall distances from the proposed solar panels:

Address	Distance of Rear Yard Property Line to Existing Structure	Distance of Solar Panel to Existing Structure
927 N Carly Circle	65 feet	150 feet
937 N Carly Circle	80 feet	165 feet
957 N Carly Circle	72 feet	157 feet
967 N Carly Circle	61 feet	146 feet
977 N Carly Circle	82 feet	167 feet
987 N Carly Circle	84 feet	169 feet
997 N Carly Circle	63 feet	148 feet
1007 N Carly Circle	95 feet	180 feet
AVERAGE:	**75.25 feet**	**160.25 feet**



Several residents from the Blackberry Woods subdivision and its HOA voiced their concerns at the October 2, 2018 Economic Development Committee (EDC) meeting. The petitioner has met with the HOA separately to help address their concerns for the potential negative effects the solar farm may create.

For comparison and context, the submission from PZC 2018-08 BAP Power Corporation at Windmill Farms (reviewed in May 2018) proposed a similar solar farm which would have been an estimated three hundred and seventy (370) feet from the nearest residential property line as shown in the map below.



Height

The petitioner has submitted an exhibit illustrating that the height of the entire panel on the stand will not exceed seven feet and one inch (7'1") in height. Section 10-19-7-F states the maximum height will be stipulated as a special use condition. Section 10- 19-7-D of the City's Zoning Ordinance, the minimum clearance between the lowest point of the system and the surface which the system is mounted is ten (10) feet. The exhibit shows a one foot seven inch (1'7") minimum clearance. The reason that the panels do not meet the stated regulation is because the petitioner wishes to keep the solar panels as low to the ground as possible for visual purposes and to avoid issues with their wind load rating. The petitioner has stated that the ten foot (10') standard would not meet any industry racking standards. By keeping the panels as low as possible to the ground, the perimeter fence will be tall enough to hide all of the panels.

Staff encountered this issue with the previous solar field proposal and we are aware of the current industry standards for height. It is our intention to propose a future text amendment to this section of the ordinance to meet current best practices. Therefore staff is not opposed to the required minimum clearance proposed.

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. The petitioner has provided a glare study which indicates that no glare will be created by this type of system.

The study indicates that there are two common types of solar panel systems; Photovoltaic (PV) and Concentrated Solar Power (CSP). The petitioner is proposing a solar farm using a PV system. These

solar panels are constructed of dark color materials and covered with anti-reflective coatings. The main goal of a PV system is to absorb light and not reflect it. A CSP system utilizes mirrors to reflect light and heat water or other fluids to create steam that turns an electric generator. A common misconception of solar panels and glare comes from not understanding the difference between the two types of systems. At most, solar PV panels will reflect as little as 2% of incoming sunlight which is about the same as a body of water.

Additionally, the petitioner has provided the distance, in linear feet, of the solar farm to the nearest neighboring residential property line on the revised Site Plan. According to the plan, the nearest residential property to the solar farm will be approximately 75 feet away. The panels shall be placed to face east and rotate west to follow the path of the sun to collect the most sunlight throughout the day. 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 should be noted that the systems may be visible from the adjacent homes from the second story's vantage point and the Rush Copley Hospital campus.

Fencing
The petitioner originally proposed a six (6) foot chain link fence to surround the perimeter of the solar farm. As stated in Section 10-17-2-F a fence may be a maximum of six (6) feet in height in the corner side yard and rear yard except in a rear yard which is adjacent to residential uses, the maximum height is then eight (8) feet. This section of the code also states that galvanized chain link is not a permitted material but vinyl coated chain link fence is permitted.

After staff review, the petitioner was advised to make the entire fence the maximum of eight feet (8') in height and 100% opaque. The petitioner has proposed a seven foot and six inch (7'6") tall fence around the entire solar farm. In terms of materials, the southern portion of the fence will be completely opaque treated wood and the western, northern, and eastern sections will be vinyl coated chain link.

The reasoning for their submission can be seen in the attached letter from the Kendall Ccounty Sheriff's Office. The Sheriff's Office expressed concerns of not obstructing a view across the Government Center by requiring a solid fence surrounding the entire solar farm. They stated that a solid fence along the south boundary is acceptable but the rest of the enclosure should be chain link and open for views across the Government Center. While staff can appreciate the concerns from the Kendall County Sheriff's Office, staff still finds it in the best interest of the community, adjacent homeowners, and businesses to require the fencing to be completely opaque around the entire solar farm. The seven foot and six inch (7'6") proposed height will still be taller than the maximum height of the solar panels.

Accessory Use
Section 10-19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. The proposed solar farm will be accessory to the entire Kendall County Government Campus.

Signage
Section 10-19-4-F states that no commercial signage or attention getting device is permitted on any alternative energy system. The submitted plans do not indicate any signage will be located on the solar farm or the surrounding fence.

Utility Service Provider
Section 10-19-4-G requires written evidence that the electric utility service provider that serves the proposed site has been notified of the owner's intent to install an interconnected customer owned electricity generator. ComEd has been notified of this project and an interconnection plan has been submitted to them.

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. The petitioner is aware of this requirement and has submitted some preliminary materials for that study.



As shown in the attached draft landscape plan, the site contains a total of 848 trees comprised of 22 species. The location and health of these trees have also been documented in the survey. About 70% of the trees surveyed are in fair or good condition. The remaining 30% of trees are either in poor condition or are dead. The existing trees have been moved several times and were originally meant to be located at the Kendall County Government Center property temporarily. The County and the petitioner are considering options to move these trees, if possible, to a new location.

While the petitioner has proposed a solid fence along the southern boundary to screen the solar farm from adjacent residents, the addition of landscaping for screening purposes is encouraged. The petitioner has submitted a detailed landscape plan along the southern boundary of the solar farm. There are a proposed 71 trees to be planted south of the boundary fence to buffer the adjacent residential properties in Blackberry Woods. These 71 trees will consist of 7 different species of trees including 12 trees, the Japanese Tree Lilac, which will be saved from the existing trees on site. The petitioner has also submitted examples and a fact sheet for each type of tree being proposed. The City's landscape review consultant is currently reviewing the submitted materials and once their review is complete, their requests and comments will be subject to the petitioner's special use.

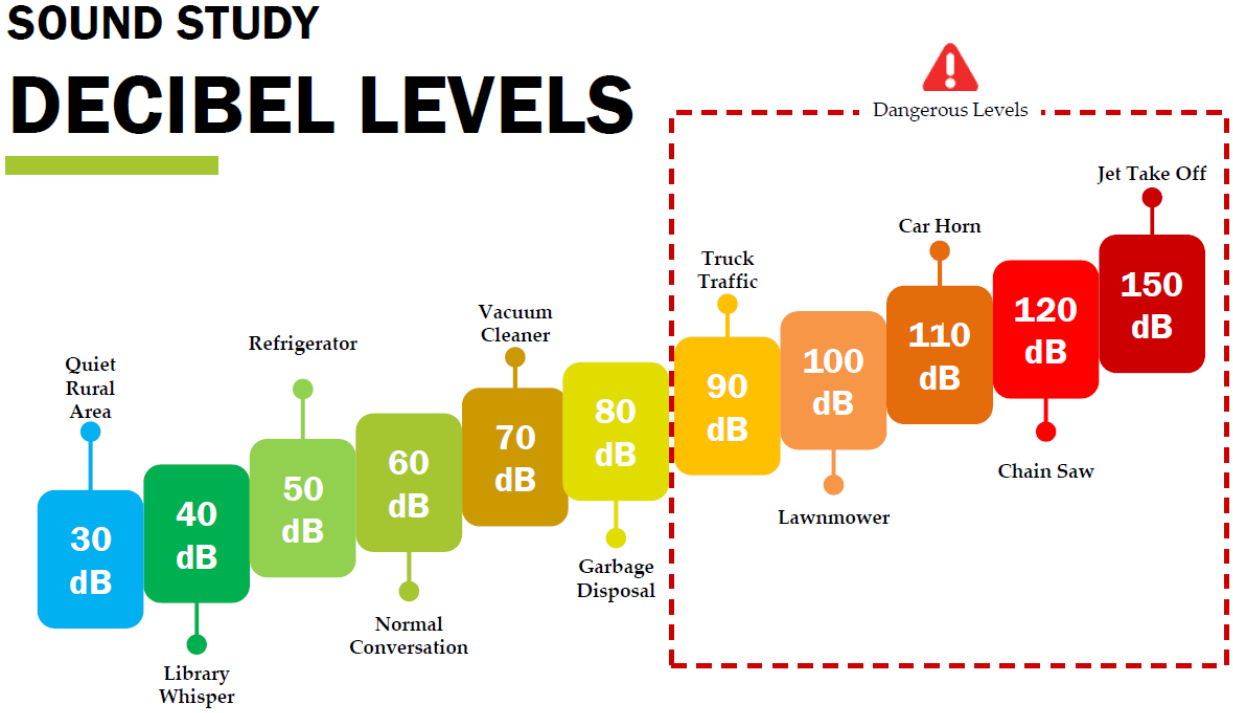
Noise

At the EDC Meeting held on October 2, 2018, nearby residents raised concerns regarding noise levels the solar farm would create. The petitioner has submitted materials to the City which demonstrate the noise levels this solar farm would generate.

In their report, the petitioner has identified the three main components of the solar farm which include the solar panels, tracking rack mounts, and inverter. The sound tests conducted by the petitioner show the amount of decibels each of those components generate:

- Solar Panels – 0 Decibels
- Tracking Rack Mounts – 53 Decibels at a 10 foot distance
- Inverter – 63 Decibels at a 10 foot distance

For context on these volume ranges, see the exhibit on the next page for what types of noises are generated by typical objects or people. The solar panels themselves create no noise pollution. The tracking rack mounts generate a noise about the same as a refrigerator when measured from 10 feet away. These motors will run every 10 minutes at 15 second intervals during the day while the sun is shining. The inverter generates noise at the volume of a typical conversation measure from 10 feet away. The inverter only runs while the system is operating during the day while the sun is out. The petitioner has illustrated in their submission that the location of the inverters and tracker motors will be more than three hundred (300) feet away from the nearest residential property.



Safety

Questions over the public health and safety of solar farms were asked at the EDC meeting. The petitioner has submitted materials outlining the various concerns which were brought up at that meeting. In terms of electromagnetic fields, often referred to as radiation, the solar farm conducts an extremely low frequency. The amount of electromagnetic radiation which the solar array will emit is less than a television or cell phone.

The petitioner has submitted materials stating that the panels themselves are made up of harmless materials typically found within a household including aluminum, copper, and glass. The materials used are sealed safely within the tempered glass that is tested to uphold all weather conditions including hail. In the event of a panel breaking, the petitioner will replace the panel as soon as possible to avoid losing potential energy collection.

Site Maintenance

GRNE Solar is leasing space from Kendall County and will maintain the solar field and the land. Regular maintenance will occur to ensure the site is operating at maximum efficiency and that the underlying landscape is being maintained. Additionally, the petitioner will conduct regular checkups on the equipment and fencing to ensure safety on the site. Staff has requested that the petitioner install a camera system which allows the Sheriff to monitor the field at any time and that the access gate will have a knox box for emergency access. These requests will be conditions for the special use.

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. The petitioner is aware of these conditions which will be a part of their special use authorization.

ALTERNATIVE LAND USES:

The proposed solar farm requires this special use process be conducted but this site is zoned O Office District and there are many outright permitted uses which may be located on this site without a public hearing process. The bulk regulations for the O Office District are as follows (Section 10-7-1):

Zone	Zoning District	Max. Lot Coverage	Setbacks			Max. Building Height
			Min. Front	Min. Side	Min. Rear	
O	Office District	20,000 sq. ft.	30'	10' (20' corner)	20'	80' (6 stories)

In terms of permitted uses, most of the outright permitted uses within the O Office District are for public or private offices and some select services including libraries, banks, and coffee shops. Kendall County could also expand their existing permitted uses on the site such as the jail or courthouse.

Therefore, it is possible that Kendall County could construct a 6 story or 80 foot tall office complex that is only 20 feet away from the rear property line without having to go through a public hearing process. Zoning and building reviews would be conducted once building permits were received to ensure that all standards are met.

ENGINEERING COMMENTS:

Please refer to the attached comments prepared by Engineering Enterprises Inc. (EEI) dated August 2, 2018. The work items listed in the review letter will become conditions for the Special Use and a requirement for issuance of a building permit.

SPECIAL USE STANDARDS:

Section 10-4-9F 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 in which it is to be located.
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 proposed special use is not contrary to the objectives of the official comprehensive plan of the City as amended.

Additionally, Section 10-19-4C of the City's Zoning Ordinance establishes standards for special use requests regarding alternative energy systems. No special use shall be recommended by the Planning and Zoning Commission unless said commission shall find that:

1. The city council shall determine that the application has met all of the general requirements of this chapter.

2. The proposed energy system shall further the intent of this chapter and provide renewable energy to the property on which it is proposed.

3. 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.

4. 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.

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 during the public hearing at the Planning and Zoning Commission meeting.

STAFF COMMENTS & RECOMMENDATIONS:

Staff recommends the following conditions to the special use:

1. The minimum clearance between the lowest point of the system and the surface on which the system is mounted is one foot and seven inches (1'7").

2. A seven foot and six inch (7'6") tall solid opaque fence be installed along the entire perimeter of the solar farm.

3. The petitioner must implement the landscape plan submitted by the petitioner and completed by Hampton, Lenzini, and Renwick, Inc. dated October 29, 2018.

4. The petitioner must comply with all comments and requirements made by Planning Resources, Inc. from the landscape plans dated October 29, 2018.

5. A security camera system must be installed which gives monitoring access of the solar farm to the County Sheriff

6. A knox box must be installed near the access gate for emergency situations.

7. 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.

8. Adherence to all comments prepared by EEI, city engineering consultant, in a letter dated August 2, 2018.

Proposed Motion:

In consideration of testimony presented during a Public Hearing on November 14, 2018 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for Special Use authorization to construct a freestanding solar energy system, or solar farm, on a O Office District zoned property located at the southwest corner of the Kendall County Government Center, subject to staff recommendations in a memo dated November 7, 2018 and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

ATTACHMENTS:

1. Special Use Application with Attachments
2. GRNE Design Packet
3. Staff Follow Up Letter (4-2-2018)
4. GRNE Response to Follow Up Letter (4-10-2018)
5. Plan Council Follow Up Letter (8-10-2018)
6. GRNE Plan Council Response Packet (8-27-2018)
7. Draft Landscape Plan and Tree Survey (9-14-2018)
8. Blackberry Woods HOA Presentation (11-6-2018)
9. Updated Draft Landscape Plan (11-6-2018)

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

APPLICATION FOR SPECIAL USE

INTENT AND PURPOSE:

The purpose of the zoning code is based upon the authority of the city to divide its land into districts by use, bulk, location of building and structures, in a substantially uniform manner. It is recognized that while some uses are permitted under the zoning code to keep uniformity, a case-by-case analysis must be conducted for certain permitted uses to discover the impact of those uses on neighboring land and of the public need for the particular use at the particular location. In these cases a special use must be granted.

This packet explains the process to successfully submit and complete an Application for Special Use. It includes a detailed description of the process and the actual application itself. Please type the required information in the application on your computer. The application will need to be printed and signed by the petitioner. The only item that needs to be submitted to the city from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 9 Special Uses" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE:

STAGE 1
Submit Application, Fees, and All Pertinent Information to the Community Development Department

STAGE 2
Plan Council Review
Meets on the 2nd and 4th Thursday of the Month

STAGE 3
Economic Development Committee
Meets on the 1st Tuesday of the Month

STAGE 4
Planning and Zoning Commission Public Hearing
Meets on the 2nd Wednesday of the Month

STAGE 5
City Council Public Hearing
Meets on the 2nd and 4th Tuesday of the Month

STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Three (3) 11" x 17" copies each of the exhibits, proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing one (1) electronic copy (pdf) of each of the following: signed application (complete with exhibits), proposed drawings, location map, and site plan. A Microsoft Word document with the legal description is also required.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. These materials must be submitted a minimum of forty five (45) days prior to the targeted Planning and Zoning Commission meeting. An incomplete submittal could delay the scheduling of the project.

Petitioner will be responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the city to cover these fees. The Petitioner Deposit Account/Acknowledgment of Financial Responsibility form is attached to this document and must be submitted with the application.

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APPLICATION FOR SPECIAL USE

STAGE 2: PLAN COUNCIL

Petitioner must present the proposed plan to the Plan Council. The Plan Council meets on the 2nd and 4th Thursday of the month. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. Upon recommendation by the Plan Council, petitioner will move forward to the Planning and Zoning Commission hearing.

STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE

Applicant must present the proposed plan to the Economic Development Committee. Economic Development Committee meets at 7:00 p.m. on the 1st Tuesday of each month. This session is to discuss and consider recommendations prior to full City Council considerations and provide informal feedback. The Economic Development Committee will submit its recommendation to City Council.

STAGE 4: PLANNING AND ZONING COMMISSION

Petitioner will attend a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. Notice will be placed in the Kendall County Record by the United City of Yorkville. The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. Twenty four (24) hours prior to the public hearing, a certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No special use shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance. The Certified Mailing Affidavit form is attached to this document and must be submitted prior to the scheduled Planning and Zoning Commission meeting.

STAGE 5: CITY COUNCIL

Petitioner will attend the City Council meeting where the recommendation of the special use will be considered. The City Council meets on the 2nd and 4th Tuesdays of the month at 7:00pm. City Council will make the final approval of the special use.

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APPLICATION FOR SPECIAL USE

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the requirements stated above. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial plan commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)

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APPLICATION FOR SPECIAL USE

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit	$500.00	Total: $
AMENDMENT	☐ Annexation	$500.00	Total: $
	☐ Plan	$500.00	
	☐ Plat	$500.00	
	☐ P.U.D.	$500.00	
ANNEXATION	☐ $250.00 + $10 per acre for each acre over 5 acres		Total: $
_____ - 5 = _____ x $10 = _____ + $250 = $ _____ # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount			
REZONING	☐ $200.00 + $10 per acre for each acre over 5 acres		Total: $ 274
If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee			
_____ - 5 = _____ x $10 = _____ + $200 = $ _____ # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount			
SPECIAL USE	☐ $250.00 + $10 per acre for each acre over 5 acres		Total: $
7.4 - 5 = 2.4 x $10 = 24 + $250 = $ 274 # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount			
ZONING VARIANCE	☐ $85.00 + $500.00 outside consultants deposit		Total: $
PRELIMINARY PLAN FEE	☐ $500.00		Total: $
PUD FEE	☐ $500.00		Total: $
FINAL PLAT FEE	☐ $500.00		Total: $
ENGINEERING PLAN REVIEW DEPOSIT	☐ Less than 1 acre	$1,000.00	Total: $ 2,500
	☑ Over 1 acre, less than 10 acres	$2,500.00	
	☐ Over 10 acres, less than 40 acres	$5,000.00	
	☐ Over 40 acres, less than 100 acres	$10,000.00	
	☐ Over 100 acres	$20,000.00	
OUTSIDE CONSULTANTS DEPOSIT *Legal, land planner, zoning coordinator, environmental services*	For Annexation, Subdivision, Rezoning, and Special Use:		Total: $ 2,500
	☐ Less than 2 acres	$1,000.00	
	☑ Over 2 acres, less than 10 acres	$2,500.00	
	☐ Over 10 acres	$5,000.00	
TOTAL AMOUNT DUE:			5,274

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APPLICATION FOR SPECIAL USE

DATE: 3/23/2018	PZC NUMBER:	DEVELOPMENT NAME: Kendall County Solar Array Development

PETITIONER INFORMATION

NAME: Eric Peterman	COMPANY: GRNE Solar
MAILING ADDRESS: 230 N Hicks Place	
CITY, STATE, ZIP: Palatine, IL 60067	TELEPHONE: 312-859-3016
EMAIL: Eric@GRNESolar.com	FAX:

PROPERTY INFORMATION

NAME OF HOLDER OF LEGAL TITLE: County of Kendall

IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:

PROPERTY STREET ADDRESS: 41.657224, -88.465668

DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:

See attached Legal Description and visual depiction in Exhibit A for further detail. The plot of land on the SE corner of John St. and Beecher Rd. in Yorkville, IL.

CURRENT ZONING CLASSIFICATION: Office	COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:

REQUESTED SPECIAL USE:

We are seeking an amendment to the Approved Ordinance No. 2018-77 for a Solar Energy System. Only changes include fence material to be wood and relief from landscaping requirement on west side of fence. Fence will not be transparent so solar array will not be seen regardless of landscaping. Landscaping on South side will remain. The reason for the change is due to excess cost that will be incurred by Kendall County for these requirements

ZONING AND LAND USE OF SURROUNDING PROPERTIES

NORTH:	PUD (Retail) and A-1 (Farming)
EAST:	R-3 (Single Family), B-2 (Retail), and Office (Offices)
SOUTH:	R-2 (Single Family) and R-4 (Multi-Family)
WEST:	PUD (Medical). Southwest - A-1 (Farming)

KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)

United City of Yorkville
800 Game Farm Road
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APPLICATION FOR SPECIAL USE

ATTORNEY INFORMATION	
NAME: Dan Kramer	COMPANY: Law Offices of Dan Kramer
MAILING ADDRESS: 1107A South Bridge Street	
CITY, STATE, ZIP: Yorkville, Illinois 60560	TELEPHONE: 630.553.9500
EMAIL:	FAX:
ENGINEER INFORMATION	
NAME: Travis Kepler	COMPANY: GRNE Solar
MAILING ADDRESS: 230 N Hicks Place	
CITY, STATE, ZIP: Palatine, IL 60067	TELEPHONE: 312-859-3016
EMAIL: eric@grnesolar.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME:	COMPANY: Kendall County GIS
MAILING ADDRESS: 111 W Fox Rd.	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-4212
EMAIL:	FAX:

ATTACHMENTS

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

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (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".

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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 implementation of this project will not be detrimental or endanger the public in any way. The solar array will be located on the property that is already owned by the county and will be secure with a perimeter fence to enclose the solar array. The solar array does not emit any harmful materials, but rather collects the irradiance from the sun to produce renewable energy for the benefit of the county buildings. The equipment used on this project is all UL certified to meet and exceed all industry standards for solar energy materials and electrical equipment. The project would be no more intrusive than normal electrical utility lines or transformers but will provide a better aesthetic and be surrounded by a security chain-link perimeter fence.

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:

Installing the solar energy project at this location will not by injurious to the use and enjoyment of surrounding properties. Additionally, the impact of property values will not be effected as a result of the project. The land is currently available for development and will be used to construct the solar energy project. The equipment will be enclosed with the security perimeter fence and will not impact other buildings, properties, or neighborhood activities. The solar array does not emit noise and will have no adverse effects on the surrounding community.

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 approval and commencement of this project will not impede the normal and orderly development and improvement of surrounding properties as it will not require any additional needs that the property already has. Installing this solar energy project will help improve the area by bringing development to an undeveloped plot of land and by saving money for the county with this innovative, clean renewable energy source.

PLEASE STATE HOW ADEQUATE UTILITIES, ACCESS ROADS, DRAINAGE OR OTHER NECESSARY FACILITIES HAVE BEEN OR ARE BEING PROVIDED:

No additional utilities, access roads, drainage or other items will be necessary for the implementation of this project. The current availability of the land will provide the needed resources to develop the solar energy array.

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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:

There will be no additional congestion added to public streets as a result of this project, before, during, or after construction. The project location is situated next to a vacant lot and ample parking lot space to be able to maneuver and store materials needed for the project. Deliveries for the project will enter from the North off of route 34 onto Beecher Rd and then onto John St. to make their way to project site. This will not be more than is common for usual traffic on this route.

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 PLANNING AND ZONING COMMISSION:

GRNE Solar and Kendall County have worked closely with the City of Yorkville to abide by the Solar Ordinance provided. All project details are in compliance with the ordinance. Considering the land is zoned for build-able space and is owned by the County, we do not see the need for any changes or modifications but are willing to comply with any adjustments or requirements from the City.

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.

PETITIONER SIGNATURE

3/21/2018
DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

OWNER SIGNATURE

3/21/18
DATE

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE: Deborah Gillette

OFFICIAL SEAL
DEBORAH GILLETTE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/13/21

United City of Yorkville
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

PROJECT NUMBER: Eric Peterman	FUND ACCOUNT NUMBER: GRNE Solar	PROPERTY ADDRESS: 230 N Hicks Place

PETITION/APPROVAL TYPE (*check appropriate box(es) of approval requested*):

☐ CONCEPT PLAN REVIEW	☐ AMENDMENT (TEXT)	☐ ANNEXATION	☐ REZONING
☑ SPECIAL USE	☐ MILE AND 1/2 REVIEW	☐ ZONING VARIANCE	☐ PRELIMINARY PLAN
☐ FINAL PLANS	☐ PLANNED UNIT DEVELOPMENT	☐ 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: Eric Peterman	COMPANY GRNE Solar
MAILING ADDRESS: 230 N Hicks Place	
CITY, STATE, ZIP: Palatine, IL 60067	TELEPHONE: 312-859-3016
EMAIL: Eric@GRNESolar.com	FAX:

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.

Eric Peterman	Owner
PRINT NAME	TITLE
	10/18/2019
SIGNATURE	DATE

ACCOUNT CLOSURE AUTHORIZATION

DATE REQUESTED: _____ ☐ COMPLETED ☐ INACTIVE

PRINT NAME: _____ ☐ WITHDRAWN ☐ COLLECTIONS

SIGNATURE: _____ ☐ OTHER

DEPARTMENT ROUTING FOR AUTHORIZATION: ☐ COM. DEV. ☐ BUILDING ☐ ENGINEERING ☐ FINANCE ☐ ADMIN.

EXHIBIT A - LEGAL DESCRIPTION

DESCRIPTION OF LEASED PREMISES

"Leased Premises" consist of:

That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North 01°14'11" West, along the East Line of Rush-Copley Healthcare Center, 15.0 feet; thence North 88°29'47" East, parallel with the South Line of said Building Commission Tract, 12.50 feet for the point of beginning; thence North 88°29'47" East, parallel with said South Line, 615.74 feet; thence North 01°30'13" West, perpendicular to the last described course, 525.0 feet; thence South 88°29'47" West, parallel with said South Line, 600.79 feet; thence South 01°14'11" East, 22.17 feet; thence South 88°45'49' West, 12.50 feet; thence South 01°14'11' East, 502.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

And depicted graphically as follows. Any conflict between the legal description above and the graphic depiction below shall be resolved in favor of the written legal description.

Law Offices
of
Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630-553-9500
Fax: 630-553-5764

Daniel J. Kramer

Kelly A. Helland
D.J. Kramer

August 16, 2018

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

Via: knoble@yorkville.il.us

RE: GRNE Solar Special Use Application

Dear Ms. Barksdale Noble:

Enclosed please find a copy of Plat and legal description for the above referenced Special Use Application for your records. Should you have any questions or concerns please feel free to contact me.

Very truly yours,

Daniel J. Kramer

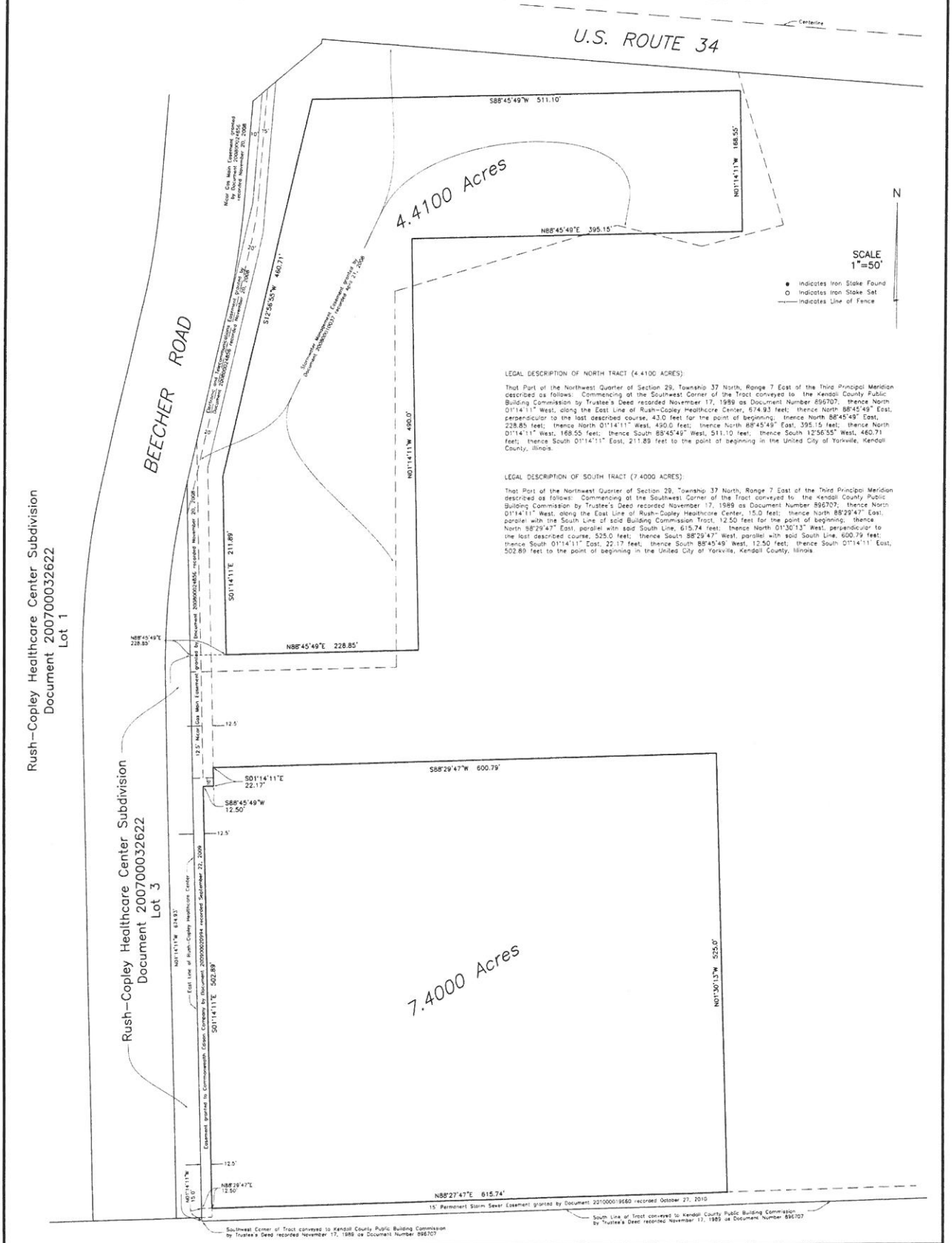
Daniel J. Kramer
Attorney at Law

DJK:cth
Enclosures

LEGAL DESCRIPTION OF SOUTH TRACT (7.4000 ACRES):

That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North 01°14'11" West, along the East Line of Rush-Copley Healthcare Center, 15.0 feet; thence North 88°29'47" East, parallel with the South Line of said Building Commission Tract, 12.50 feet for the point of beginning; thence North 88°29'47" East, parallel with said South Line, 615.74 feet; thence North 01°30'13" West, perpendicular to the last described course, 525.0 feet; thence South 88°29'47" West, parallel with said South Line, 600.79 feet; thence South 01°14'11" East, 22.17 feet; thence South 88°45'49' West, 12.50 feet; thence South 01°14'11' East, 502.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

EASEMENT PLAT
PART OF THE NORTHWEST QUARTER OF SECTION 29, T37N-R7E, 3rd PM
UNITED CITY OF YORKVILLE KENDALL COUNTY ILLINOIS



LEGAL DESCRIPTION OF NORTH TRACT (4.4100 ACRES):

That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North 01°14'11" West, along the East Line of Rush-Copley Healthcare Center, 674.93 feet; thence North 88°45'49" East, perpendicular to the last described course, 43.0 feet for the point of beginning; thence North 88°45'49" East, 228.85 feet; thence North 01°14'11" West, 490.0 feet; thence North 88°45'49" East, 395.15 feet; thence North 01°14'11" West, 168.55 feet; thence South 88°45'49" West, 511.10 feet; thence South 12°56'55" West, 460.71 feet; thence South 01°14'11" East, 211.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

LEGAL DESCRIPTION OF SOUTH TRACT (7.4000 ACRES):

That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North 01°14'11" West, along the East Line of Rush-Copley Healthcare Center, 15.0 feet; thence North 88°29'47" East, parallel with the South Line of said Building Commission Tract, 12.50 feet for the point of beginning; thence North 88°29'47" East, parallel with said South Line, 615.74 feet; thence North 01°30'13" West, perpendicular to the last described course, 525.0 feet; thence South 88°29'47" West, parallel with said South Line, 600.79 feet; thence South 01°14'11" East, 22.17 feet; thence South 88°45'49" West, 12.50 feet; thence South 01°14'11" East, 502.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

JOB NO.	18036
JOB NAME	KENDALL COUNTY
DWG FILE	18036
REVISION DATE	

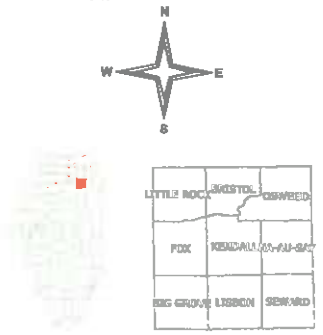
Phillip D. Young and Associates, Inc.
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775
1107B South Bridge Street
Yorkville, Illinois 60560
Telephone (630)553-1580



Kendall County
Government Campus
Bristol Twp.
Survey 18036

KENDALL COUNTY
- 2018 -

http://www.co.kendall.il.us



1 In=200 feet

0 110 220 330 440
Feet

Legend

ADJACENT COUNTY
COUNTY
INTERSTATE
STATE
FEDERAL
SECONDARY
GRAVEL
DIRT
LOCAL
RAILROAD



Kendall County GIS
111 West Fox Street · Room 203
Yorkville, Illinois 60560-1498
630.553.4139

GRNE SOLAR

GRNE Solar
230 N. Hicks Place
Palatine, IL 60067

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

March 23, 2018

RE: Chapter 19 – Alternative Energy Systems – Standards For Granting a Special Use

1. The city council shall determine that the application has met all of the general requirements of this chapter.

GRNE Solar along with Progressive Energy Group and Kendall County have reviewed Chapter 19 – Alternative Energy Systems – and have paid close attention to ensuring compliance with the standards set forth by the City of Yorkville in order to gain approval for this project.

2. The proposed energy system shall further the intent of this chapter and provide renewable energy to the property on which it is proposed.

This project directly aligns with the intent of Chapter 19 to regulate alternative energy systems and to promote their effective and efficient use. By abiding by the standards and ensuring compliance, this project will help create and utilize renewable energy for the customer. The energy produced will be used to directly offset the energy load of the customer.

3. 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.

We have worked with Kendall County to identify the best possible space for the location of this project. We have set it back off of route 34 to the back of the property. Additionally, the entire array will be surrounded by a 6’ chain-link fence to ensure safety and security and minimize concerns with aesthetics.

4. 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.

Implementation of this project will not have an impact on normal use or development of other properties in this area. There are no outstanding or adverse effects that will result from installing the solar energy equipment. The solar array will be enclosed by the security fence and will not impact the surrounding properties.

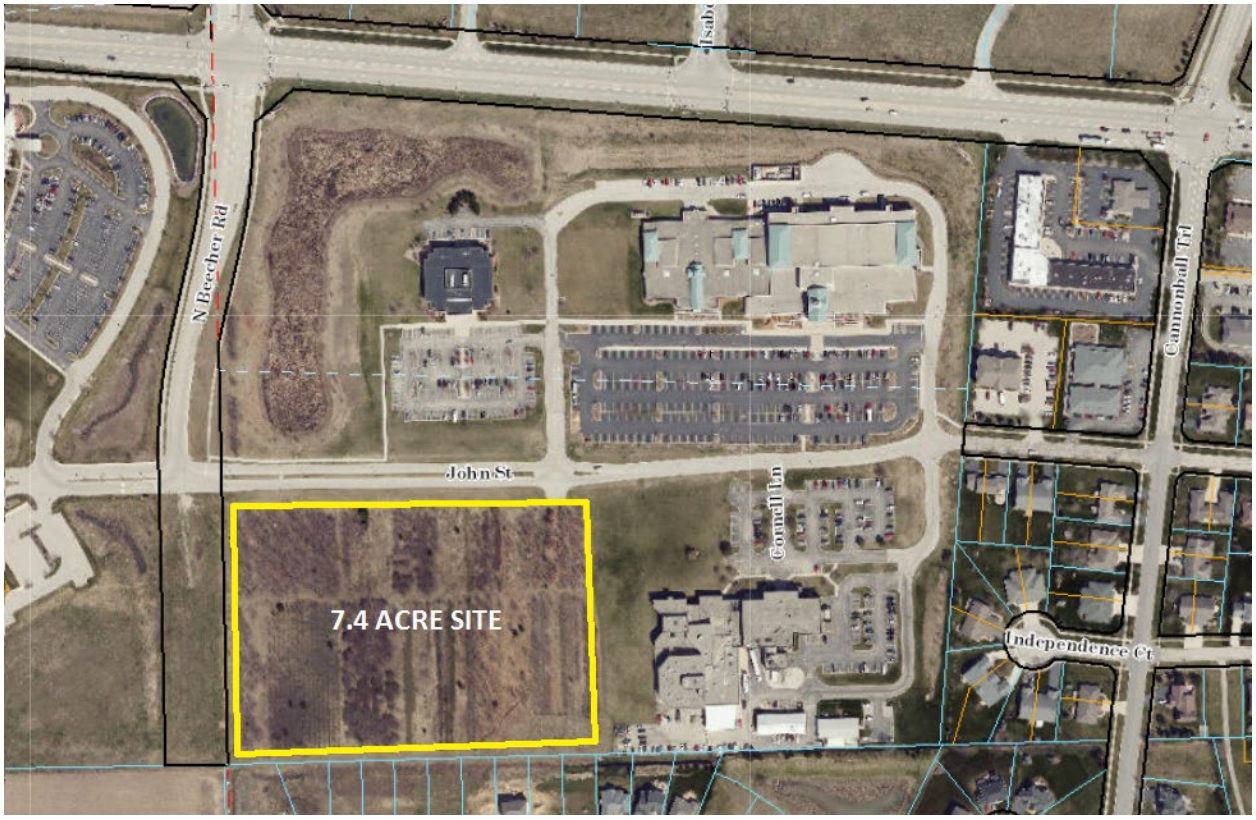
PIN	mailto_name	mailto_address1	mailto_address2	mailto_csz
02-29-128-024	KING KAREN L	726 INDEPENDENCE CT		YORKVILLE IL 60560
02-29-126-002	FAITH UNLIMITED INC	1407 CANNONBALL TRAIL		YORKVILLE IL 60560
02-29-123-012	GRIGSBY SHELLEY M	882 N CARLY CIR		YORKVILLE IL 60560
02-29-132-002	AMIRTHASEELAN, JOSEPH T & VARADHARAJAN, SHANTHI	4725 BURR OAK CT		PALATINE IL 60067
02-29-128-023	WALTER RICHARD GLEN & WINSHIP-WALTER EWA M	734 JOHN ST UNIT A		YORKVILLE IL 60560
02-29-128-022	RATOS JAMES C & JENNIFER L	1173 CODY CT		YORKVILLE IL 60560
02-29-128-026	PARKES STEVEN W	758 JOHN ST		YORKVILLE IL 60560
02-29-128-015	FAHLMARK STEVEN L & MARCIA A	1371 CANNONBALL TRL		YORKVILLE IL 60560
02-29-128-014	PIERSKI JOAN I	1377 CANNONBALL TRL		YORKVILLE IL 60560
02-29-128-018	HUNLEY CAROL L & LARRY L	1369 CANNONBALL TRL		YORKVILLE IL 60560
02-29-128-027	CLAUSEL CHRISTOPHER L & JENNIFER K	764 JOHN ST		YORKVILLE IL 60560
02-29-128-021	KIJAK JANET & GIESE DIANA	1381 CANNONBALL TRL		YORKVILLE IL 60560
02-29-126-006	NEW RAJ ENTERPRISE LLC	3511 CYPRESS CREEK RD		CHAMPAIGN IL 61822
02-29-126-005	NORSKE LLC	759 JOHN ST SUITE A		YORKVILLE IL 60560
02-29-101-002	KENDALL HOLDINGS I LLC % GREENWOOD GLOBAL INC	707 SKOKIE BLVD STE 600		NORTHBROOK IL 60062
02-29-101-001	KENDALL HOLDINGS I LLC % GREENWOOD GLOBAL INC	707 SKOKIE BLVD STE 600		NORTHBROOK IL 60062
02-29-101-005	TARGET CORPORATION	%PROPERTY TAX DEPT T-2378	PO BOX 9456	MINNEAPOLIS MN 554409456
02-29-129-024	CHILDS JUDITH C	1024B JOHN ST		YORKVILLE IL 60560
02-29-123-022	MONTALVO LUCIO & GUADALUPE	891 PURCELL ST		YORKVILLE IL 60560
02-29-123-023	DUDA EDWARD S III & BRITTANY M	895 PURCELL ST		YORKVILLE IL 60560
02-29-128-017	SMITH LESLI J	739 INDEPENDENCE CT		YORKVILLE IL 60560
02-29-123-011	KLOSKA WILLIAM C & VANESSA A	892 N CARLY CIR		YORKVILLE IL 60560
02-29-123-010	HOCHSTETLER GINA & STEVEN	902 N CARLY CIR		YORKVILLE IL 60560
02-29-132-007	LACHAPELL JEFFREY R & LINDSEY	1210 PATRICK CT		YORKVILLE IL 60560
02-29-123-003	NC GLOBAL LLC	1033 REDWOOD LN		MINOOKA IL 60447
02-29-122-021	FLETES NOE & FLETES OSCAR	873 N CARLY CIR		YORKVILLE IL 60560
02-29-122-014	MCCUE BUILDERS INC	PO BOX 354		BRISTOL IL 60512
02-29-122-009	NC GLOBAL LLC	1033 REDWOOD LN		MINOOKA IL 60447
02-29-123-015	PHENEY KEVIN & JULIANNE	866 N CARLY CIR		YORKVILLE IL 60560
02-29-123-013	STRIBIAK FAMILY LIVING TRUST DECL OF TR	876 N CARLY CIR		YORKVILLE IL 60560
02-29-123-014	KALUZNY JASON & SHARON	872 N CARLY CIR		YORKVILLE IL 60560
02-29-123-026	CURRAN, LAURA & ANAGNOPOULOS, LINDSAY	921 PURCELL ST		YORKVILLE IL 60560
02-29-123-027	MAMARIL MA QUENNIE C & ROSS P	931 PURCELL ST		YORKVILLE IL 60560
02-29-122-011	WEST SUBURBAN BANK TR 14170	P O BOX 354		BRISTOL IL 60512
02-29-122-012	STONE DOUGLAS L	937 N CARLY CIR		YORKVILLE IL 60560
02-29-122-013	KLOSKA WILLIAM & ANTONETTE M	927 N CARLY CR		YORKVILLE IL 60560
02-29-128-029	PERKINS DALE & ETHEL	736 INDEPENDENCE CT		YORKVILLE IL 60560
02-29-128-028	ESSIG CHARLES J	732 INDEPENDENCE DR		YORKVILLE IL 60560
02-29-129-020	SLEEZER JOHN R	204 B CANNONBALL TRL		YORKVILLE IL 60560
02-29-129-019	BROWN TODD WILLIAM	39 TIMBERVIEW LN		YORKVILLE IL 60560

02-29-129-022	HASKE KAREN E	1023 INDEPENDENCE BLVD	YORKVILLE IL 60560
02-29-126-007	FIRST NATIONAL BANK OTTAWA	701 LASALLE ST	OTTAWA IL 61350
02-29-128-012	METZGER CYNTHIA G	1343 CANNONBALL TRL	YORKVILLE IL 60560
02-29-130-001	MARINO SHEILA LYNN DECL OF TR	46 BRISTOL RIDGE RD	BRISTOL IL 60512
02-29-127-032	CASTLE BANK NA % JAMES RATOS TRUST	207 W KENDALL DR	YORKVILLE IL 60560
02-29-123-005	WEST SUBURBAN BANK TR 14170	P O BOX 354	BRISTOL IL 60512
02-29-123-006	NC GLOBAL LLC	1033 REDWOOD LN	MINOOKA IL 60447
02-29-123-007	WOOD GEOFFREY L & SAMANTHA MARIE	936 N CARLY CIR	YORKVILLE IL 60560
02-29-123-008	ROBERTS EVAN O & ASHLEIGH G	926 N CARLY CIR	YORKVILLE IL 60560
02-29-123-009	NC GLOBAL LLC	1033 REDWOOD LN	MINOOKA IL 60447
02-29-123-021	FANTHORPE MEGAN N	885 PURCELL ST	YORKVILLE IL 60560
02-29-101-007	KENDALL HOLDINGS I LLC % GREENWOOD GLOBAL INC	707 SKOKIE BLVD STE 600	NORTHBROOK IL 60062
02-29-101-003	KENDALL HOLDINGS I LLC % GREENWOOD GLOBAL INC	707 SKOKIE BLVD STE 600	NORTHBROOK IL 60062
02-29-123-028	NC GLOBAL LLC	1033 REDWOOD LN	MINOOKA IL 60447
02-29-123-030	TOMSE MARIANNE F	961 PURCELL ST	YORKVILLE IL 60560
02-29-123-029	SNYDER DAVID F & MARY A	951 PURCELL ST	YORKVILLE IL 60560
02-29-123-004	WEST SUBURBAN BANK TR 14170	P O BOX 354	BRISTOL IL 60512
02-29-123-001	CAMARDO PATRICK R & THERESA ,M	1036 N CARLY CIR	YORKVILLE IL 60560
02-29-123-002	BRADEN STEPHEN A	1012 N CARLY CIR	YORKVILLE IL 60560
02-29-128-016	CARLSON JOHN M	735 INDEPENDENCE CT	YORKVILLE IL 60560
02-29-128-025	DANIELS ANGELA S & DANIELS CHRISTOPHER M JR	722 INDEPENDENCE CT	YORKVILLE IL 60560
02-29-132-006	PITON ANDREW & URSZULA	1220 PATRICK CT	YORKVILLE IL 60560
02-29-122-003	ROOT SAMUEL J & JENNA M	1027 N CARLY CIR	YORKVILLE IL 60560
02-29-132-001	BLACKBERRY WOODS HOMEOWNERS ASSOCIATION	2679 RTE 34	OSWEGO IL 60543
02-29-131-001	KENDALL HOLDINGS I LLC % GREENWOOD GLOBAL INC	707 SKOKIE BLVD STE 600	NORTHBROOK IL 60062
02-29-131-002	KENDALL HOLDINGS I LLC % GREENWOOD GLOBAL INC	707 SKOKIE BLVD STE 600	NORTHBROOK IL 60062
02-29-123-025	RUEBENSAM KEVIN A & ANGELIKA	911 PURCELL ST	YORKVILLE IL 60560
02-29-123-024	GOSSMEYER ROSE & BERRY-GOSSMEYER KATHLEEN	901 PURCELL ST	YORKVILLE IL 60560
02-29-122-010	BAYE NATALIE MICHELLE	957 N CARLY CIR	YORKVILLE IL 60560
02-29-122-015	MCCUE, RONALD & WIRTZ, SHERRIE	903 CARLY N	YORKVILLE IL 60560
02-29-131-006	KENDALL HOLDINGS I LLC % GREENWOOD GLOBAL INC	707 SKOKIE BLVD STE 600	NORTHBROOK IL 60062
02-29-122-002	SCHWERER MICHAEL & FIEBRANDT HANNAH E	1033 N CARLY CIR	YORKVILLE IL 60560
02-29-127-037	CASTLE BANK NA % JAMES RATOS TRUST	207 W KENDALL DR	YORKVILLE IL 60560
02-29-127-035	RATOS JAMES C	3150 D CANNONBALL TRL	YORKVILLE IL 60560
02-29-127-036	RATOS JAMES C	3150 D CANNONBALL TRL	YORKVILLE IL 60560
02-29-128-019	SCHOLES GARY & CARRIE	1361 CANNONBALL TRL	YORKVILLE IL 60560
02-29-122-019	UNDESSER MARK A	883 N CARLY CIR	YORKVILLE IL 60560
02-29-132-008	NC GLOBAL LLC	1033 REDWOOD LN	MINOOKA IL 60447
02-30-200-019	COPLEY VENTURES INC	2000 OGDEN AVE	AURORA IL 60504
02-30-200-020	COPLEY VENTURES INC	1300 WATERFORD DR	AURORA IL 60504
02-30-400-006	FISHER GAIL C ET AL	501 CONOVER LN	YORKVILLE IL 60560

02-29-133-001	MCCUE BUILDERS INC	PO BOX 354	BRISTOL IL 60512
02-29-128-020	OPEL, CAROL L & THORNE, ANGELINE E	1393 CANNONBALL TRL	YORKVILLE IL 60560
02-29-128-013	DIEHL DONNA L	204 WALNUT ST	YORKVILLE IL 60560
02-29-128-030	MILAM GREGORY L & DEBRA L	729 INDEPENDENCE COURT	YORKVILLE IL 60560
02-29-122-018	GULLING BENNETT & DANIELLE	889 CARLY CIR	YORKVILLE IL 60560
02-29-122-001	BENNETT TIMOTHY E & NANCY A	1037 N CARLY CIR	YORKVILLE IL 60560
02-29-133-002	BAUDE MATTHEW CHRISTOPHER & CHRISTINA MARIE	1210 CANNONBALL TRL	YORKVILLE IL 60560
02-29-133-003	MCCUE BUILDERS INC	PO BOX 354	BRISTOL IL 60512
02-29-122-020	SCHUSTER JOHN & MELANIE	877 N CARLY CIR	YORKVILLE IL 60560
02-29-132-003	WEST SUBURBAN BANK TR 14170	P O BOX 354	BRISTOL IL 60512
02-29-132-004	WEST SUBURBAN BANK TR 14170	P O BOX 354	BRISTOL IL 60512
02-29-133-004	STOKER SCOTT G	1202 CANNONBALL TRL	YORKVILLE IL 60560
02-29-128-031	OBENAUER MICHAEL E & BARBARA L	723 INDEPENDENCE CT	YORKVILLE IL 60560
02-29-127-039	LI KAI FENG	684 VETERANS PKWY	YORKVILLE IL 60560
02-29-132-005	HANAHAN JASON & KATIE	1221 PATRICK CT	YORKVILLE IL 60560
02-29-122-006	OLSZEWSKI, MICHAEL F & FELTZ, SARAH A	997 N CARLY CIR	YORKVILLE IL 60560
02-29-122-008	BERGER ADAM & ANGELA	977 N CARLY CIR	YORKVILLE IL 60560
02-29-122-017	WEST, RYAN & SORIS, KARI	893 N CARLY CIR	YORKVILLE IL 60560
02-29-122-007	KILGORE BENJAMIN W & MORT JENNIFER J	987 N CARLY CIR	YORKVILLE IL 60560
02-29-122-005	HAWKINS JENNIFER L	1007 N CARLY CIR	YORKVILLE IL 60560
02-29-122-004	ROY, JACQUES A & SAXTON, CAROLYN M	1023 N CARLY CIR	YORKVILLE IL 60560
02-30-200-023	CHICAGO TITLE LAND	405 E. SHERIDAN RD	LAKE BLUFF IL 60044

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
THE UNITED CITY OF YORKVILLE
PLANNING & ZONING COMMISSION
PZC 2018-07

NOTICE IS HEREWITH GIVEN THAT GRNE Solar, Eric Peterman, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting special use permit approval to install and operate a solar farm with more than one freestanding solar energy system on approximately 7.4 acres of land consisting of roughly 6,400 solar modules. The real property, zoned in the O Office District, is located at the southeast corner of John Street and Beecher Road at the Kendall County Government Campus in Yorkville, Illinois as illustrated in the map below:



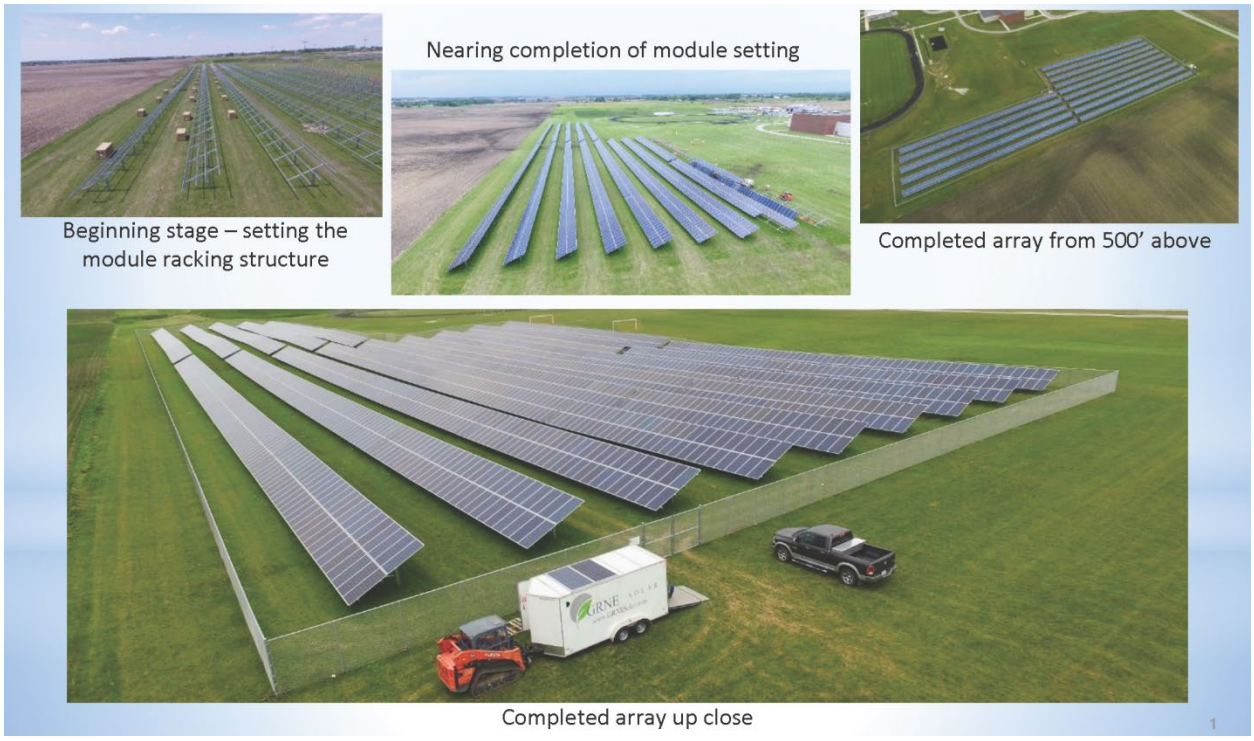
The legal description is as follows:

PARCEL 1
THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE TRACT CONVEYED TO THE KENDALL COUNTY PUBLIC BUILDING COMMISSION BY THE TRUSTEE'S DEED RECORDED NOVEMBER 17, 1989 AS DOCUMENT NUMBER 896707; THENCE NORTH 01° 14'11" WEST, ALONG THE EAST LINE OF RUSH-COPLEY HEALTHCARE CENTER, 15.0 FEET; THENCE NORTH 88°29'47" EAST, PARALLEL WITH THE SOUTH LINE OF SAID BUILDING COMMISSION TRACT, 12.50 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88°29'47" EAST, PARALLEL WITH SAID SOUTH LINE, 615.74 FEET; THENCE NORTH 01°30'13" WEST, PERPENDICULAR TO THE LAST

DESCRIBED COURSE, 525.0 FEET; THENCE SOUTH 88°29'47" WEST, PARALLEL WITH SAID SOUTH LINE, 600.79 FEET; THENCE SOUTH 01°14'11" EAST, 22.17 FEET; THENCE SOUTH 88°45'49" WEST, 12.50 FEET; THENCE SOUTH 01°14'11" EAST, 502.89 FEET TO THE POINT OF BEGINNING IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PIN: 02-29-100-006

An example of a similar project completed by the Petitioner:



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 W**ednesday, November 14, 2018 at 7:00 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 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

Design Packet For:

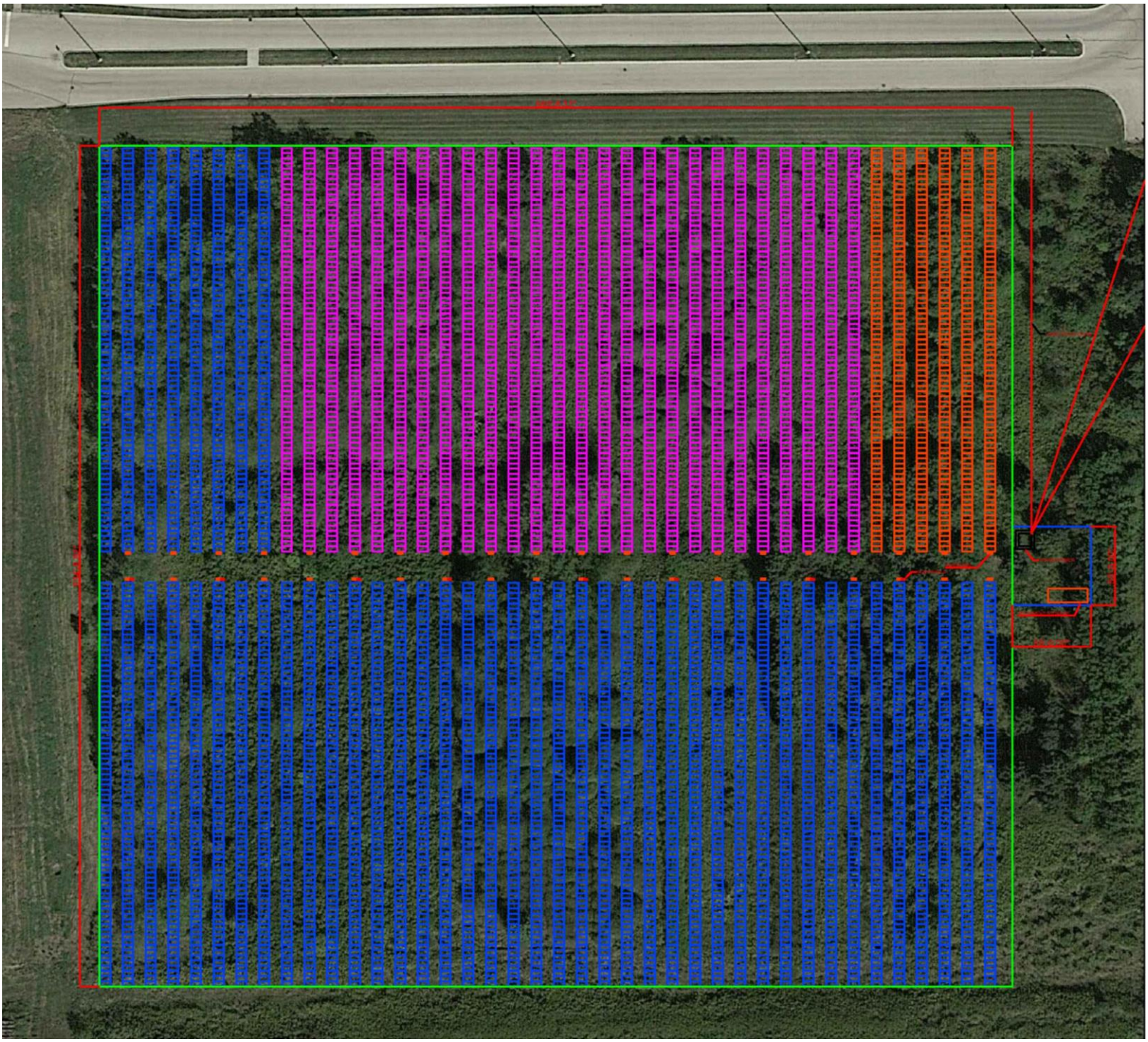
Kendall County, IL

111 West Fox Street
Yorkville, IL 60560

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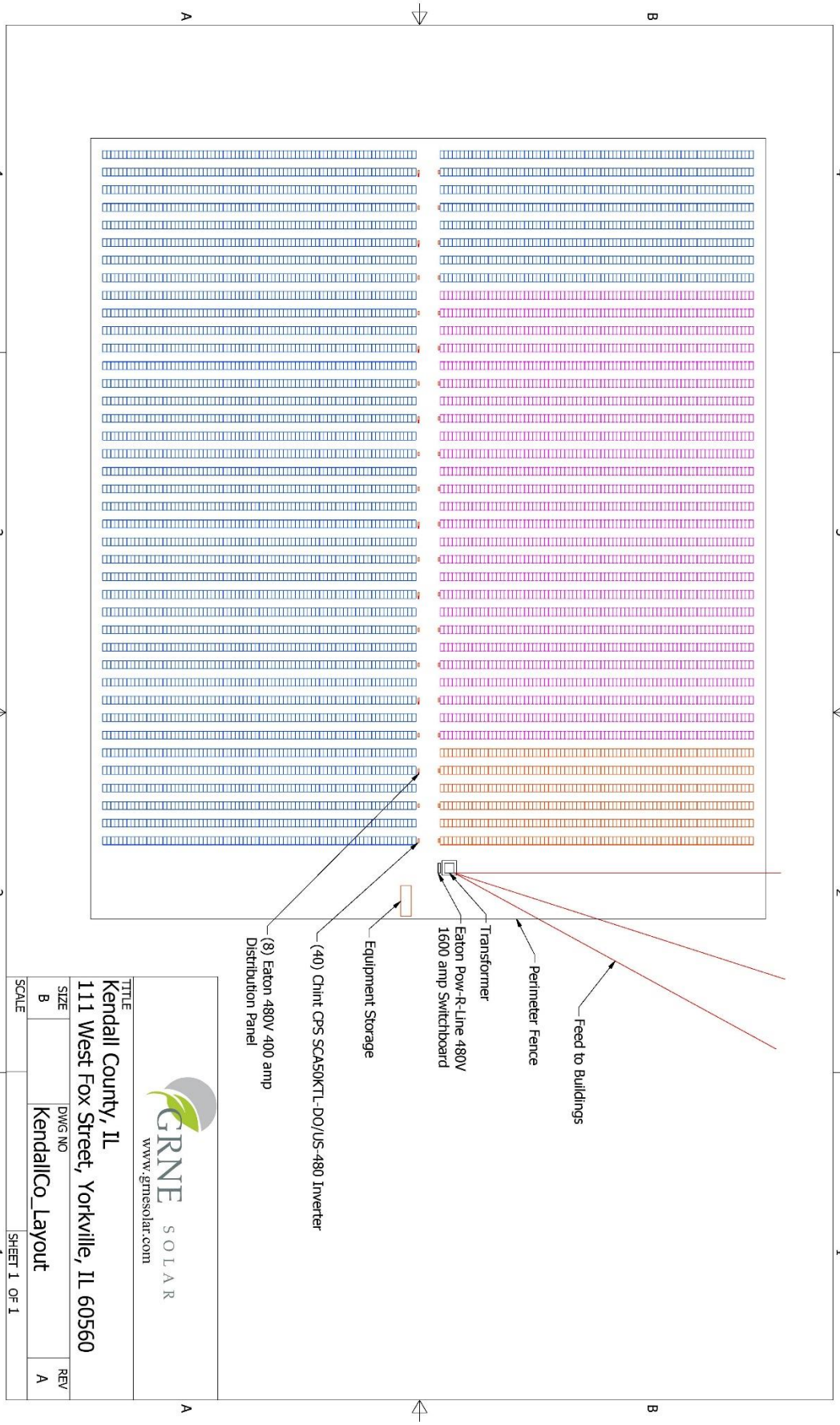
System Design Summary……. Pages 2-3
Electrical Single-Line Diagram…… Page 4
Equipment Data Sheets……. Pages 5-10

System Design Summary

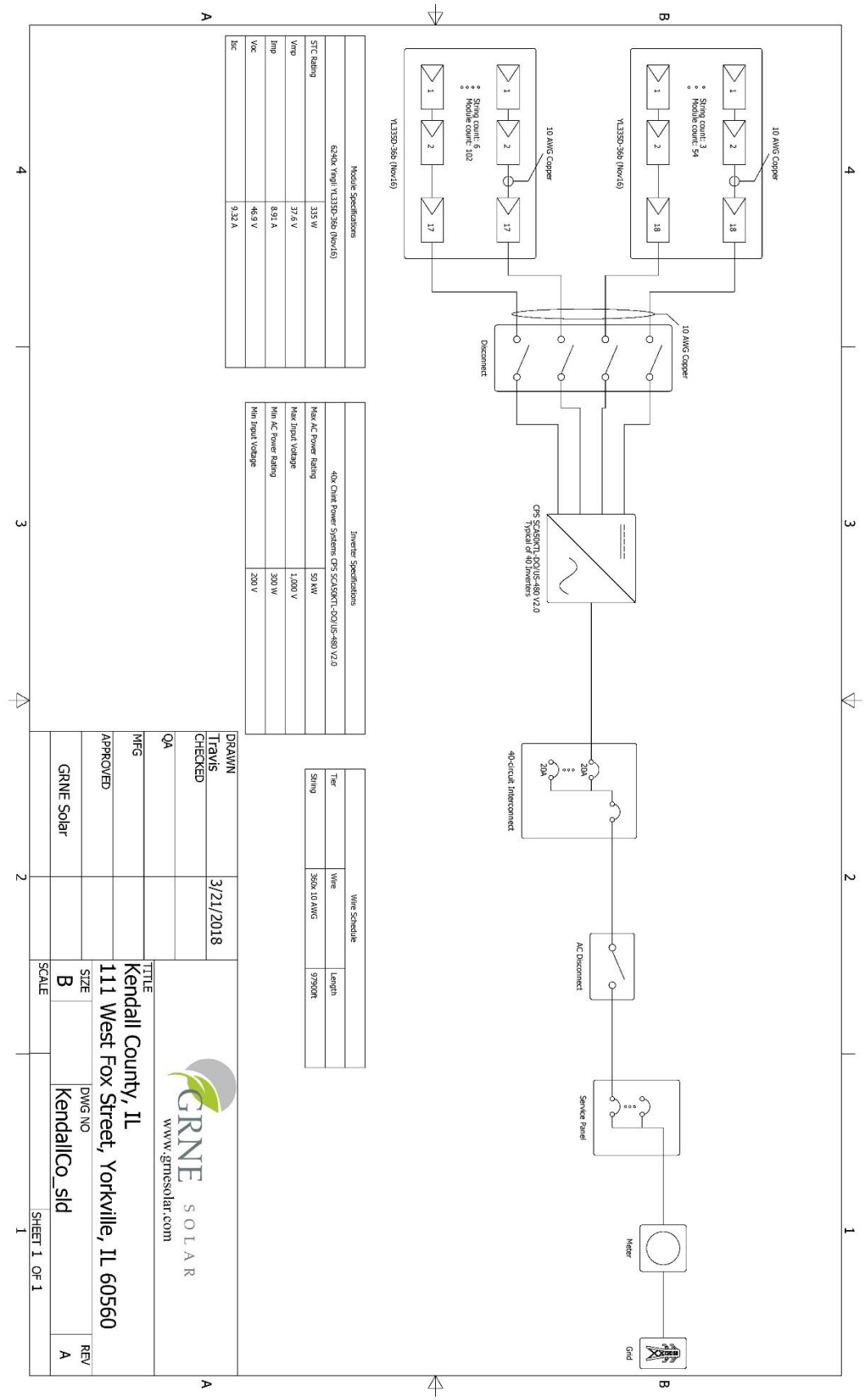


Power Allocation Key:

Orange - Health Department
Pink - Public Safety Center
Blue - Courthouse


Feed to Buildings
Perimeter Fence
Transformer
Eaton Pow-R-Line 480V
1600 amp Switchboard
Equipment Storage
(40) Chint CPS SCA50KTL-DO/US-480 Inverter
(8) Eaton 480V 400 amp
Distribution Panel
GRNE SOLAR
www.grnesolar.com
TITLE
Kendall County, IL
111 West Fox Street, Yorkville, IL 60560
SIZE
B
DWG NO
KendallCo_Layout
REV
A
SCALE
SHEET 1 OF 1

Electrical Single Line Diagram



YINGLI SOLAR

YLM 72 CELL 1500V

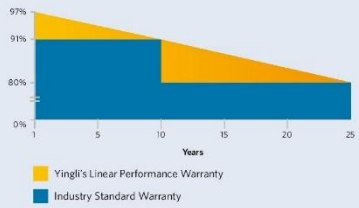


19.9%
CELL EFFICIENCY

10 YEAR
PRODUCT WARRANTY

0 - 5W
POWER TOLERANCE

25 Years Linear Warranty



YINGLISOLAR.COM

YINGLI SOLAR
Power Your Life

HIGH VOLTAGE
LESS SYSTEM COST

With a maximum system voltage of 1500 volts, the next generation YLM 1500V Series Modules reduce balance-of-system costs and increase system-level energy yield in large-scale power plants.

Costing Saving
As YLM 1500V Series modules are allowing more modules per string the balance-of-system costs are reduced by less required combiner boxes, fuses and cables in large-scale projects.

Increased Energy Yield
By the higher system voltage line losses in cabling are reduced and the inverter efficiency is increased. This results in an up to 2% higher yield.

High Power Density
High conversion efficiency and more power output per square meter.

Durability
Durable PV modules, independently tested for harsh environmental conditions such as exposure to salt mist, ammonia and known PID risk factors.

Yingli Green Energy

Yingli Green Energy Holding Company Limited (NYSE: YGE), known as "Yingli Solar," is one of the world's leading solar panel manufacturers with the mission to provide affordable green energy for all. Deploying more than 17 GW solar panels worldwide, Yingli Solar makes solar power possible for communities everywhere by using our global manufacturing and logistics expertise to address unique local challenges.

YLM 72 CELL 1500V

ELECTRICAL PERFORMANCE

Electrical parameters at Standard Test Conditions (STC)								
Module type			YLxxxD-36b 1500V (xxx=P_{max})					
Power output	P_{max}	W	350	345	340	335	330	325
Power output tolerances	ΔP_{max}	W	0/+5					
Module efficiency	η_m	%	18.0	17.7	17.5	17.2	17.0	16.7
Voltage at P_{max}	V_{mpp}	V	38.6	38.3	37.9	37.6	37.2	36.9
Current at P_{max}	I_{mpp}	A	9.07	9.02	8.97	8.91	8.86	8.81
Open-circuit voltage	V_{oc}	V	48.0	47.7	47.3	46.9	46.6	46.2
Short-circuit current	I_{sc}	A	9.41	9.38	9.35	9.32	9.29	9.27

STC: 1000W/m² irradiance, 25°C module temperature, AM1.5g spectrum according to EN 60904-3.
Average relative efficiency reduction of 3.0% at 200W/m² according to EN 60904-1.

Electrical parameters at Nominal Operating Cell Temperature (NOCT)								
Power output	P_{max}	W	255.3	251.7	248.0	244.4	240.7	237.1
Voltage at P_{max}	V_{mpp}	V	35.2	34.9	34.6	34.3	34.0	33.6
Current at P_{max}	I_{mpp}	A	7.26	7.22	7.18	7.13	7.09	7.05
Open-circuit voltage	V_{oc}	V	44.3	44.0	43.7	43.3	43.0	42.7
Short-circuit current	I_{sc}	A	7.61	7.58	7.56	7.53	7.51	7.49

NOCT: open-circuit module operation temperature at 800W/m² irradiance, 20°C ambient temperature, 1m/s wind speed.

THERMAL CHARACTERISTICS

Nominal operating cell temperature	NOCT	°C	46 +/- 2
Temperature coefficient of P_{max}	γ	%/°C	-0.42
Temperature coefficient of V_{oc}	β_{Voc}	%/°C	-0.32
Temperature coefficient of I_{sc}	α_{Isc}	%/°C	0.05

OPERATING CONDITIONS

Max. system voltage	1500V_{DC}
Max. series fuse rating	15A
Limiting reverse current	15A
Operating temperature range	-40°C to 85°C
Max. static load, front (e.g., snow)	5400Pa
Max. static load, back (e.g., wind)	2400Pa
Max. hailstone impact (diameter / velocity)	25mm / 23m/s
Module Fire performance	Type 1

CONSTRUCTION MATERIALS

Front cover (material / thickness)	low-iron tempered glass / 3.2mm
Cell (quantity / material / dimensions / number of busbars)	72 / monocrystalline silicon / 156.75mm x 156.75mm (+/-0.25) / 4 or 5
Frame (material)	anodized aluminum alloy
Junction box (protection degree)	≥ IP67
Cable (length / cross-sectional area)	1100mm / 4mm²
Plug connector (type / protection degree)	MC4 / IP68 or Amphenol H4 / IP68 or Forsol SIKE6/ IP68 or Renhe RH05-8 / IP67

- Due to continuous innovation, research and product improvement, the specifications in this product information sheet are subject to change without prior notice. The specifications may deviate slightly and are not guaranteed.
- The data do not refer to a single module and they are not part of the offer, they only serve for comparison to different module types.

QUALIFICATIONS & CERTIFICATES

UL1703, ISO 9001:2008, ISO 14001:2004, BS OHSAS 18001:2007,
PV Cycle, SA 8000

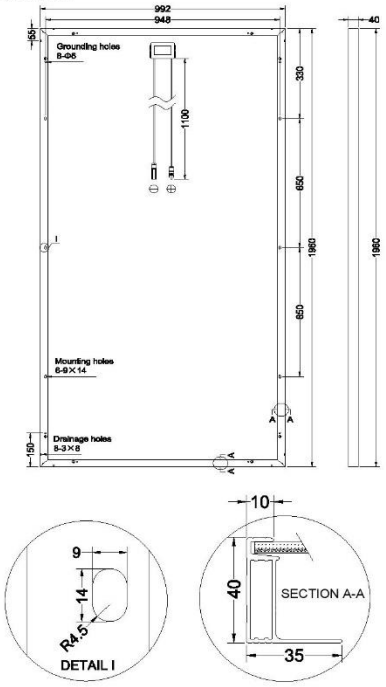
GENERAL CHARACTERISTICS

Dimensions (L / W / H)	1960mm / 992mm / 40mm
Weight	22kg

PACKAGING SPECIFICATIONS

Number of modules per pallet	26
Number of pallets per 40' container	24
Packaging box dimensions (L / W / H)	1995mm / 1145mm / 1170mm
Box weight	616kg

Unit: mm



Warning: Read the Installation and User Manual in its entirety before handling, installing, and operating Yingli Solar modules.

Yingli Partners:

Yingli Green Energy Holding Co., Ltd.
service@yingli.com
Tel: +86-312-2188055
YINGLISOLAR.COM

© Yingli Green Energy Holding Co. Ltd.

ARRAY TECHNOLOGIES



RELIABILITY IS POWER.

167X
fewer components than competitive trackers

99.996%
Uptime Reliability

THE MOST RELIABLE TRACKER UNDER THE SUN

HIGHEST POWER DENSITY.

Higher density means more power and more profit. DuraTrack HZ v3 offers the unique ability to maximize the power density of each site, boasting 6% more density than our closest competitor.

LEADING TERRAIN ADAPTABILITY.

Uneven terrain? Hill yes! Our flexibly linked architecture, with articulating driveline joints and forgiving tolerances, create the most adaptable system in market for following natural land contours and creates the greatest power generation potential from every site.

FEWER COMPONENTS. GREATER RELIABILITY.

Less is more. Array was founded on a philosophy of engineered simplicity. Minimizing potential failure points (167 times fewer components than competitors), DuraTrack HZ v3 consistently delivers higher reliability and an unmatched uptime of 99.99%.

FAILURE-FREE WIND DESIGN.

DuraTrack HZ v3 was designed and field tested to withstand some of the harshest conditions on the planet. It is the only tracker on the market that reliably handles wind events with a fully integrated, fully automatic wind-load mitigation system.

ZERO SCHEDULED MAINTENANCE.

Three decades of solar tracker system design, engineering and testing has resulted in uncompromising reliability. Maintenance-free motors and gears, fewer moving parts, and industrial-grade components means maintenance-free energy generation.

ARRAY TECHNOLOGIES, INC.

3901 Midway Place NE
Albuquerque, NM 87109 USA

+1 505.881.7567
+1 855.TRACKPV (872.2578)
+1 505.881.7572

sales@arraytechinc.com

arraytechinc.com



DuraTrack® HZ v3

COST VERSUS VALUE

We believe value is more than the cost of a tracking system. It's about building with forgiving tolerances and fewer parts so construction crews can work efficiently. It means protecting your investment with a failure-free wind management system. It also includes increasing power density. But most of all, value is measured in operational uptime, or reliability. Ours is 99.996%... and we're still improving on it.

THE GLOBAL LEADER IN RELIABILITY

Array has spent decades designing and perfecting the most reliable tracker on the planet. Fewer moving parts, stronger components and intelligent design that protects your investment in the harshest weather are but a few of the innovative differences that keep your system running flawlessly all day and you resting easy at night.

STRUCTURAL & MECHANICAL FEATURES/SPECIFICATIONS	
Tracking Type	Horizontal single axis
kW per Drive Motor	Up to 907 kW DC using 360W crystalline
String Voltage	Up to 1,500V DC
Maximum Linked Rows	28
Maximum Row Size	80 modules (crystalline, 1,000V DC) & 90 modules (crystalline, 1,500V DC)
Drive Type	Rotating gear drive
Motor Type	2 HP, 3 PH, 480V AC
Motors per 1 MW AC	Less than 2
East-West / North-South Dimensions	Site / module specific
Array Height	54" standard, adjustable (46" min height above grade)
Ground Coverage Ratio (GCR)	Flexible, 28–45% typical, others supported on request
Terrain Flexibility	N-S tolerance: 0° - 8.5° standard, 15° optional Driveline: 40° in all directions
Modules Supported	Most commercially available, including frameless crystalline and thin film
Tracking Range of Motion	± 52° standard, ± 62° optional
Operating Temperature Range	-30°F to 140°F (-34°C to 55°C)
Module Configuration	Single-in-portrait standard. Two-or-three in landscape (framed or frameless), four-in-landscape (thin film) also available.
Module Attachment	Single fastener, high-speed mounting clamps with integrated grounding. Traditional rails for crystalline in landscape, custom racking for thin film and frameless crystalline per manufacturer specs.
Materials	HDG steel and aluminum structural members
Allowable Wind Load (IBC 2012)	135 mph, 3-second gust exposure C
Wind Protection	Passive mechanical system relieves wind and obstruction damage — no power required
ELECTRONIC CONTROLLER FEATURES/SPECIFICATIONS	
Solar Tracking Method	Algorithm with GPS input
Control Electronics	MCU plus Central Controller
Data Feed	MODBUS over Ethernet to SCADA system
Night-time Stow	Yes
Tracking Accuracy	± 2° standard, field adjustable
Backtracking	Yes
INSTALLATION, OPERATION & MAINTENANCE	
PE Stamped Structural Calculations & Drawings	Yes
On-site Training & System Commissioning	Yes
Connection Type	Fully bolted connections, no welding
In-field Fabrication Required	No
Dry Slide Bearings & Articulating Driveline Connections	No lubrication required
Scheduled Maintenance	None required
GENERAL	
Annual Power Consumption (kWh per 1 MW)	400 kWh per MW per year, estimated
Land Area Required per 1 MW	Approx. 5 to 5.75 acres per MW @ 33% GCR (site and design specific)
Energy Gain vs. Fixed-Tilt	Up to 25%, site specific
Warranty	10 year structural, 5 year drive & control components
Patent Numbers	US patent 8,459,249 US patent 9,281,778 US patent 9,581,678 B2 and patents pending
Codes and Standards	UL Certified (3703 & 2703)

REV 10.26.2017

50/60kW, 1000Vdc String Inverters for North America

The 50 & 60kW medium power CPS three phase string inverters are designed for ground mount, large rooftop and carport applications. The units are high performance, advanced and reliable inverters designed specifically for the North American environment and grid. High efficiency at 98.8% peak and 98.5% CEC, wide operating voltages, broad temperature ranges and a NEMA Type 4X enclosure enable this inverter platform to operate at high performance across many applications. The CPS 50/60kW products ship with either the standard wire-box or the H4 style wire-box, each fully integrated and separable with touch safe fusing, monitoring, and AC and DC disconnect switches. The CPS Flex Gateway enables monitoring, controls and remote product upgrades.



CPS SCA50KTL-DO/US-480
CPS SCA60KTL-DO/US-480

Key Features

- NEC 2014/17 compliant & UL listed Arc-Fault circuit protection
- 0-90° Mounting orientation for lay flat roof installs
- Touch safe DC Fuse holders adds convenience and safety
- CPS Flex Gateway enables remote FW upgrades
- Integrated AC & DC disconnect switches
- Optional factory installed H4 connectors
- 3 MPPT's with 5 inputs each for maximum flexibility
- Copper and Aluminum compatible AC connections
- NEMA Type 4X outdoor rated, tough tested enclosure
- UL1741 SA Certified to CA Rule 21
- Separable wire-box design for fast service
- Standard 10 year warranty with extensions to 20 years
- Generous 1.5 DC/AC Inverter Load Ratio



50/60kW Standard Wire-box



50/60kW H4 Wire-box

This device complies with part 15 of the FCC Rules

© CHINT POWER 2017/09-MKT NA

Chint Power Systems America
7060 Koll Center Parkway, Suite 318 Pleasanton, CA 94566
Tel: 855-584-7168 Mail: AmericaSales@chintpower.com Web: www.chintpowersystems.com

Model Name	CPS SCA50KTL-DO/US-480	CPS SCA60KTL-DO/US-480
DC Input		
Max. PV Power	75kW (25kW per MPPT)	90kW (30kW per MPPT)
Max. DC Input Voltage	1000Vdc	
Operating DC Input Voltage Range	200-950Vdc	
Start-up DC Input Voltage / Power	330V / 80W	
Number of MPP Trackers	3	
MPPT Voltage Range	480-850Vdc	540-850Vdc
Max. PV Short-Circuit Current (Isc x 1.25)	180A (60A per MPPT)	
Number of DC Inputs	15 inputs, 5 per MPPT	
DC Disconnection Type	Load rated DC switch	
DC Surge Protection	Type II MOV, 2800V_C, 20kA I_{TM} (8/20μS)	
AC Output		
Rated AC Output Power	50kW	60kW
Max. AC Apparent Power	50kVA	60kVA
Rated Output Voltage	480Vac	
Output Voltage Range[1]	422 - 528Vac	
Grid Connection Type	3Φ / PE / N (Neutral optional)	
Max. AC Output Current @480Vac	60.2A	72.2A
Rated Output Frequency	60Hz	
Output Frequency Range[1]	57 - 63Hz	
Power Factor	>0.99 (±0.8 adjustable)	
Current THD @ Rated Load	<3%	
Max. Fault Current Contribution (1 Cycle RMS)	64.1A	
AC Disconnection Type	Load rated AC switch	
AC Surge Protection	Type II MOV, 1240V_C, 15kA I_{TM} (8/20μS)	
System and Performance		
Topology	Transformerless	
Max. Efficiency	98.8%	
CEC Efficiency	98.5%	
Stand-by / Night Consumption	<1W	
Environment		
Enclosure Protection Degree	NEMA Type 4X	
Cooling Method	Variable speed cooling fans	
Operating Temperature Range[2]	-22°F to +140°F / - 30°C to +60°C (derating begins above +122°F / +50°C)	
Non-Operating Temperature Range[3]	No low temp minimum to +158°F / +70°C maximum	
Operating Humidity	0 to 95%, non-condensing	
Operating Altitude	13123.4ft / 4000m (derating from 9842.5ft / 3000m)	
Audible Noise	<60dBA @ 1m and 25°C	
Display and Communication		
User Interface and Display	LCD+LED	
Inverter Monitoring	Modbus RS485	
Site Level Monitoring	CPS Flex Gateway (1 per 32 inverters)	
Modbus Data Mapping	CPS	
Remote Diagnostics / FW Upgrade Functions	Standard / (with Flex Gateway)	
Mechanical		
Dimensions (HxWxD)	39.4 x 23.6 x 10.24in. (1000 x 600 x 260mm)	
Weight	Inverter: 123.5lbs/56kg; Wire-box: 33lbs/15kg	
Mounting / Installation Angle[4]	0 to 90 degrees from horizontal (vertical, angled, or lay flat)	
AC Termination[5]	M8 Stud Type Terminal Block (Wire range: #6 - 2/0AWG CU/AL[5], Lugs not supplied)	
DC Termination	Screw Clamp Fuse Holder (Wire range: #14 - #6AWG CU), Optional H4 (Amphenol)	
Fused String Inputs (5 per MPPT)	15A fuses provided (Fuse values up to 30A acceptable)	
Safety		
Certifications and Standards	UL1741SA-2016, UL1699B, CSA-C22.2 NO.107.1-01, IEEE1547a-2014; FCC PART15	
Selectable Grid Standard and SRD	IEEE1547a-2014, CA Rule 21	
Smart-Grid Features	Voltage-RideThru, Frequency-RideThru, Soft-Start, Volt-Var, Frequency-Watt, Volt-Watt	
Warranty		
Standard	10 years	
Extended Terms	15 and 20 years	

1) The "Output Voltage Range" and "Output Frequency Range" may differ according to the specific grid standard.
2) Derating above 50°C occurs when MPPT Voltage is 700-850Vdc
3) See user manual for further requirements regarding non-operating conditions.
4) Shade Cover accessory required for installation angles of 75 degrees or less.
5) AL requires bi-metallic compression lug or bi-metallic adapter.

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. Eric Peterman
Owner
GRNE Solar
230 N Hicks Place
Palatine, IL 60067

VIA E-MAIL (eric@GRNEsolar.com)

RE: **GRNE Solar – Kendall County Complex**
Application for Special Use Permit for a Solar Farm

Dear Mr. Peterman,

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. Detailed information regarding the setback dimensions the solar field (fence not included) from each lot line (front, sides, rear).
2. Detailed information which illustrates the overall height of the structures.
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 is not directed onto nearby properties or roadways. 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 and a written project narrative of how the solar panels will not produce glare on the southern residential properties.
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. The proposed fence is chain link. Permitted fence materials are provided in Section 10-17-2-F of the Zoning Ordinance. Staff is recommending something opaque to hide the panels from the residential properties to the south.
5. Section 10-19-4-G requires evidence that the electric utility service provider that serves the proposed site has been notified of the owner's intent to install an interconnected customer owned electricity generator. Please provide this documentation.

6. Petitioner needs to clarify whether or not there are plans for a solar farm to be built within the 4.4-acre private stormwater drainage facility along the front of the property near the intersection of Beecher Road and Route 34.
7. A Plat of Survey or detail illustration which details the new property line along Route 34 due to the expansion of the roadway by IDOT.
8. 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
9. 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.

Please contact me with any questions at 630-553-8555, or via email: jengberg@yorkville.il.us.

Sincerely,

Jason Engberg
Senior Planner

Cc: Gary Golinski, Mayor (via e-mail)
Bart Olson, City Administrator (via e-mail)
Erin Willrett, Assistant City Administrator (via e-mail)
Krysti J. Barksdale-Noble, AICP (via e-mail)
Kathleen Field-Orr, City Attorney (via e-mail)
Brad Sanderson, EEI, City Engineer (via-email)
Lisa Pickering, Deputy City Clerk (via e-mail)
Matt Asselmeier, Kendall County Senior Planner (via e-mail)

230 N Hicks Place
Palatine, IL 60067
Eric@GRNESolar.com
(312)859-3016

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-8545

RE: Application for Special Use Permit for a Solar Farm

Dear Staff:
Please see responses enclosed to questions submitted on April 2, 2018 regarding our application for special use permit.

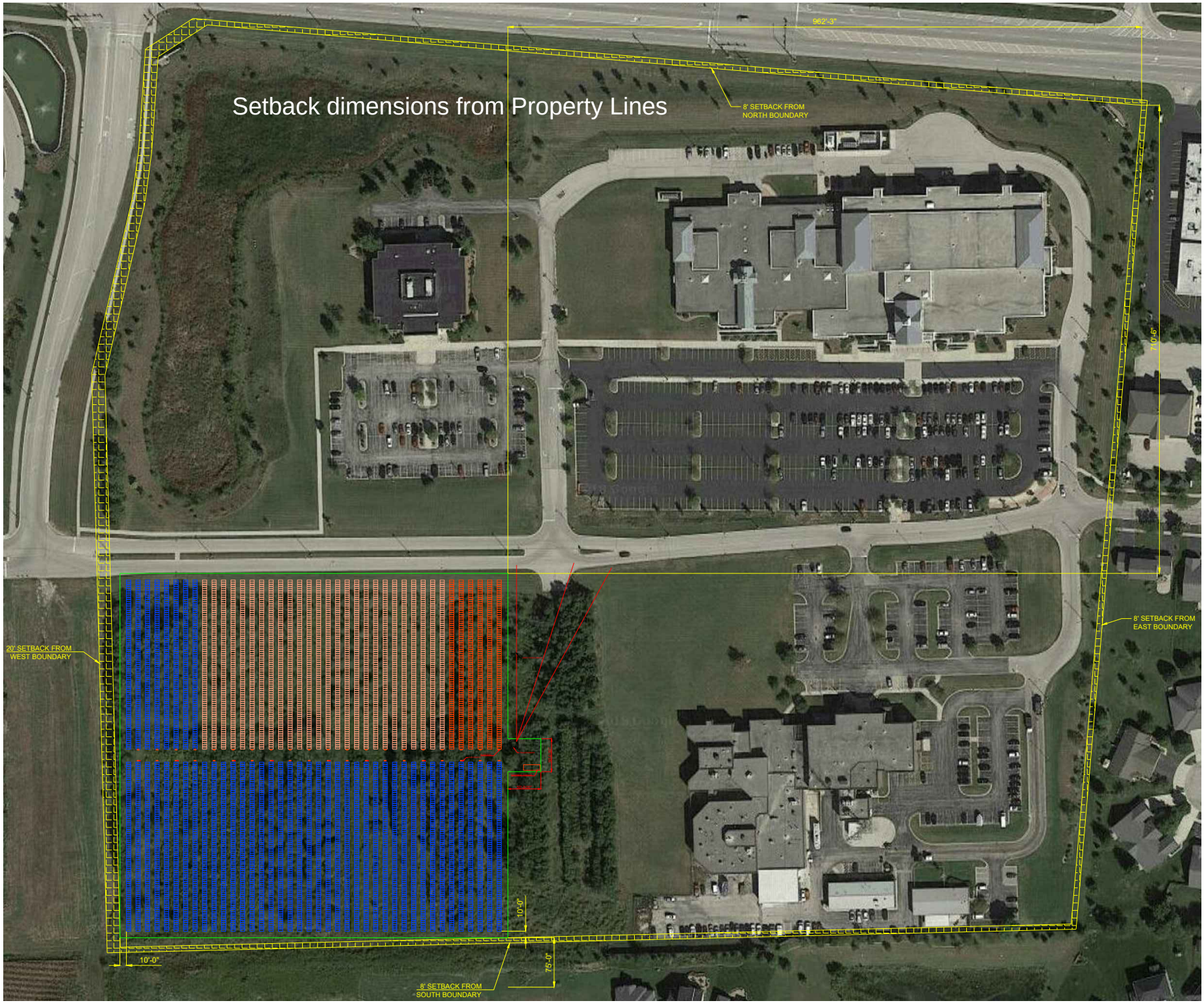
1. Detailed information regarding the setback dimensions for the solar field.
    a. See attached site plan with setbacks noted.
2. Overall height of the structure – See attached drawings with heights noted.
3. The proposed solar array is designed as a tracker system. The solar module rows will be installed in north/south rows and the panels will track the sun across the sky from the east to the west throughout the day. At no time will the panels face due south, where the nearest properties and roadways exist. See attached site plan noting the nearest solar module to the nearest neighboring property.
4. See attached section view of the proposed 6' chain link fence. GRNE solar is proposing the use of chain link fence as a protection boundary around the perimeter of the solar array. This Fence will be consistent with other fences already in place on the property being used at the jail location at this time. The southern boundary fence abutting the southern residential property could be a slatted chain link fence or equivalent.
5. ComEd has been notified of this project and an interconnection application has been submitted on behalf of the County. Please see attached ComEd application.
6. There are no plans to construct solar at this time in the 4.4 acre private storm water drainage facility near the intersection of Beecher road and Route 34.
7. A Plat of Survey of route 34 expansion will be provided by City engineer. The solar array will not be located near this future expansion area.
8. GRNE Solar is aware of the landscape Ordinance 8-12-2-H. GRNE Solar is currently soliciting area contractors to aid in conformance to this ordinance. A detailed plan for conformance to the Tree Preservation Plan will be provided once a contractor has been selected for this work. Please consider this application with the understanding that GRNE Solar plans to conform to this ordinance as part of this process. We need to review all fencing and landscaping requirements with the Kendall County Sheriff's office as part of the County process to ensure we meet their safety concerns as well.

9. It is noted that we are aware of the requirements in Section 10-19-9-A-3. We have included decommissioning as a component of our agreement with Kendall County.

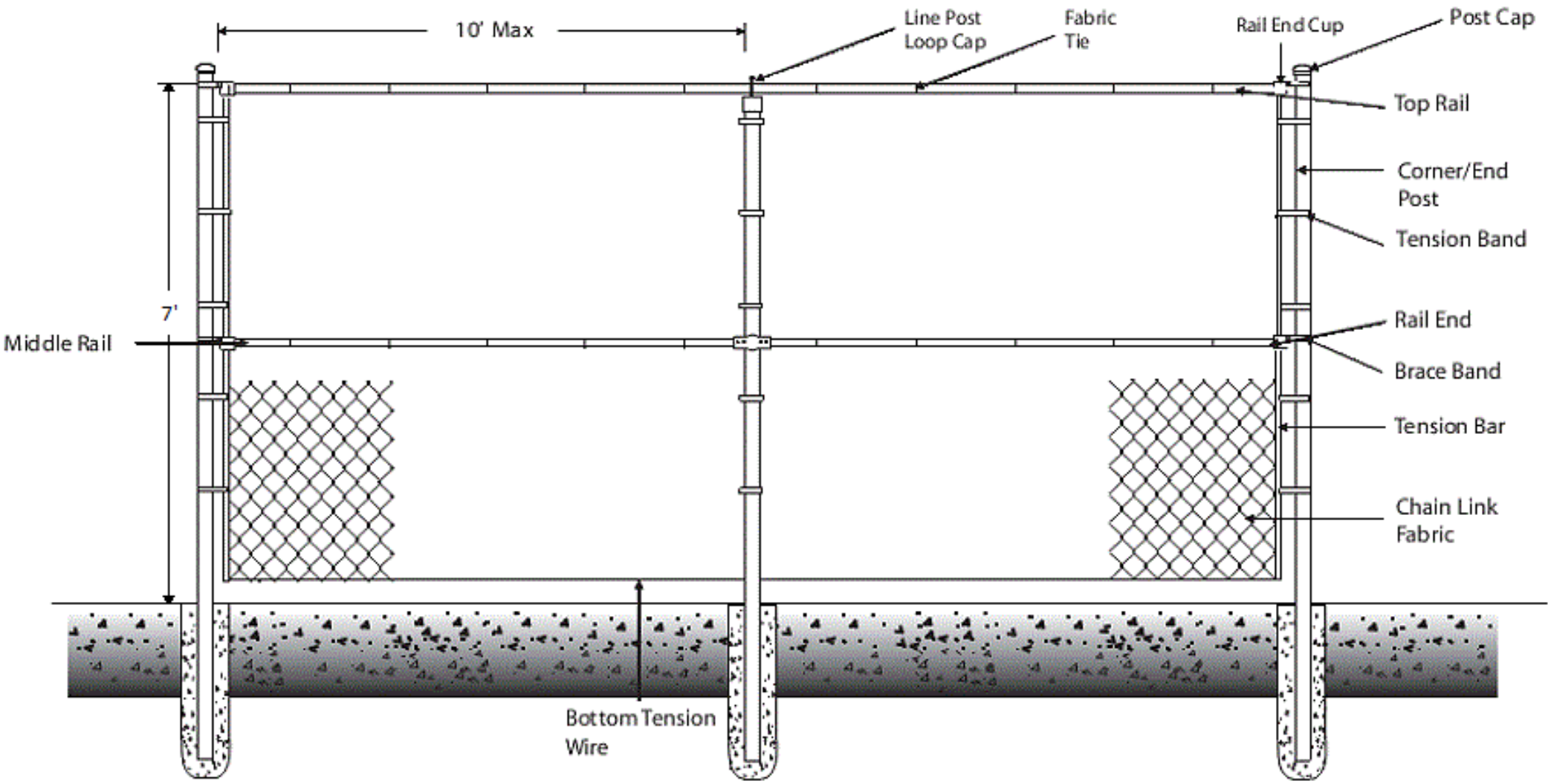
Sincerely,

Eric Peterman

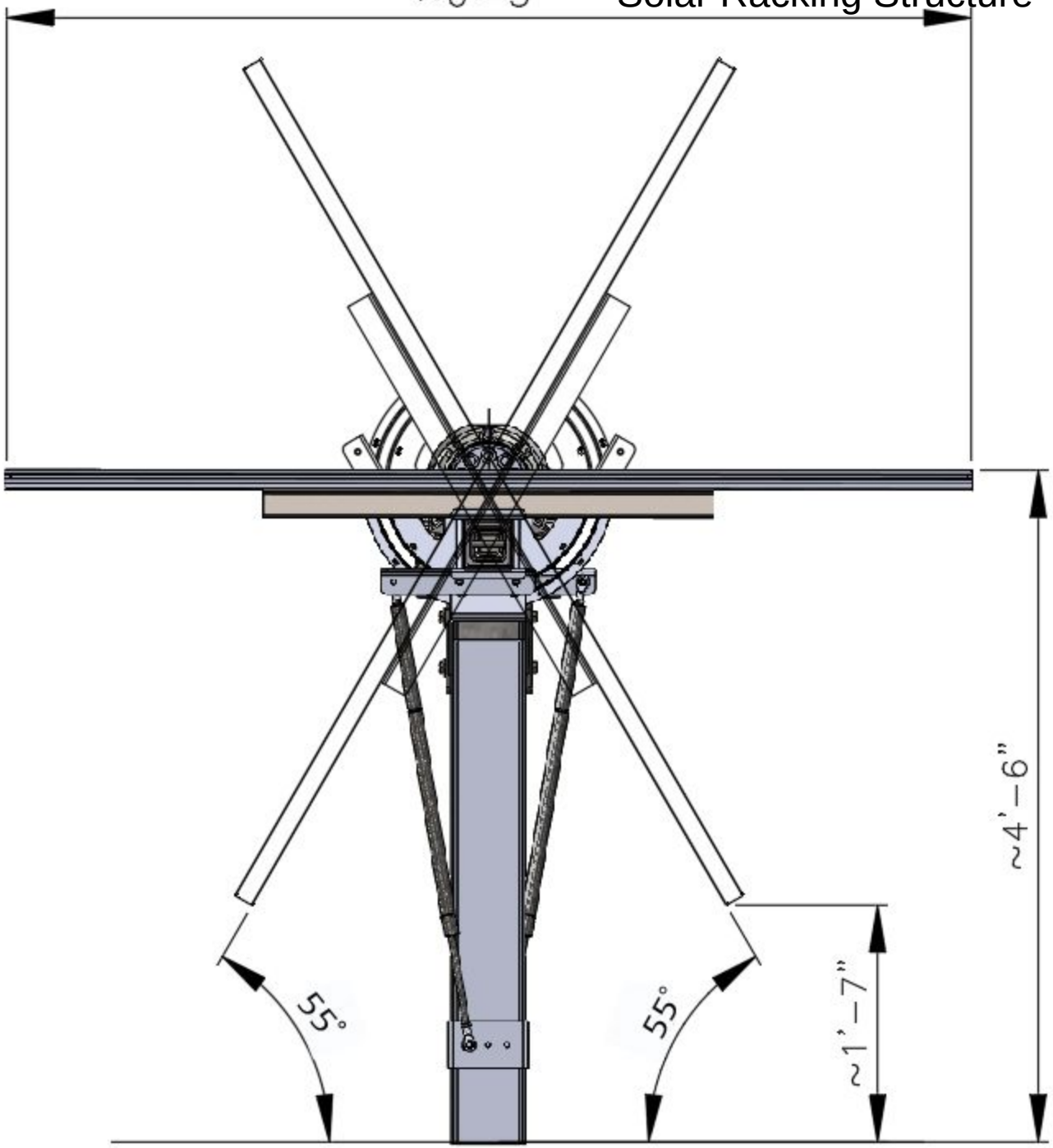
GRNE Solar


Setback dimensions from Property Lines
962'-3"
8' SETBACK FROM NORTH BOUNDARY
710'-6"
8' SETBACK FROM EAST BOUNDARY
20' SETBACK FROM WEST BOUNDARY
10'-0"
10'-0"
75'-0"
8' SETBACK FROM SOUTH BOUNDARY

Chain-link Fence Detail



Solar Racking Structure



Section 466.APPENDIX C Levels 2 to 4 Application

Level 2, Level 3 & Level 4
Interconnection Request Application Form
(Greater than 25 kW to 10 MVA or less)

Interconnection Customer Contact Information

Name: Kendall County , Attn: Jim Smiley
Mailing Address: 804 W John St, Suite B
City: Yorkville State: IL Zip Code: 60560
Telephone (Daytime): 630-553-4102 (Evening): _____
Facsimile Number: _____ E-Mail Address: jsmiley@co.kendall.il.us

Alternative Contact Information (if different from Customer Contact Information)
Name: GRNE Solar
Mailing Address: 230 N Hicks Pl
City: Palatine State: IL Zip Code: 60067
Telephone (Daytime): 312-859-3417 (Evening): 312-859-3016
Facsimile Number: _____ E-Mail Address: Eric.Peterman@grnesolar.com

Facility Address (if different from above): 811 John St
City: Yorkville State: IL Zip Code: 60560
Electric Distribution Company (EDC) Serving Facility Site: ComEd
Electric Supplier (if different from EDC): Constellation Energy
Account Number of Facility Site (existing EDC customers): 2118040067
Inverter Manufacturer: CPS (Chint Power Systems) Model: SCA50KTL-DO/US-480

Equipment Contractor

Name: GRNE Solar
Mailing Address: 230 N Hicks Pl
City: Palatine State: IL Zip Code: 60067
Telephone (Daytime): 312-859-3417 (Evening): 312-859-3016
Facsimile Number: _____ E-Mail Address: Eric.Peterman@grnesolar.com

Electrical Contractor (if different from Equipment Contractor)

Name: Midwestern Electric, INC.

Mailing Address: 1620, E Chicago Ave

City: East Chicago State: IN Zip Code: 46312

Telephone (Daytime): 219-397-4444 (Evening): _____

Facsimile Number: _____ E-Mail Address: EC@Midwesternelectricinc.com

License Number: _____

Electric Service Information for Customer Facility Where Generator Will Be Interconnected

Capacity: _____ (Amps) Voltage: 480 (Volts)

Type of Service: ☐ Single Phase ■ Three Phase

If 3 Phase Transformer, Indicate Type:

Primary Winding ■ Wye ☐ Delta

Secondary Winding ■ Wye ☐ Delta

Transformer Size: _____ Impedance: _____

Intent of Generation

☐ Offset Load (Unit will operate in parallel, but will not export power to EDC)

■ Net Meter (Unit will operate in parallel and will export power pursuant to Illinois Net Metering or other filed tariffs)

☐ Wholesale Market Transaction (Unit will operate in parallel and participate in PJM or MISO markets pursuant to a PJM Wholesale Market Participation Agreement or MISO equivalent)

☐ Back-up Generation (Units that temporarily operate in parallel with the electric distribution system for more than 100 milliseconds)

Note: Backup units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement.

Generator & Prime Mover Information

ENERGY SOURCE (Hydro, Wind, Solar, Process Byproduct, Biomass, Oil, Natural Gas, Coal, etc.): Solar		
ENERGY CONVERTER TYPE (Wind Turbine, Photovoltaic Cell, Fuel Cell, Steam Turbine, etc.): Photovoltaic		
GENERATOR SIZE: 50 ■ kW or ☐ kVA	NUMBER OF UNITS: 24	TOTAL CAPACITY: 1200 ■ kW or ☐ kVA
GENERATOR TYPE (Check one): ☐ Induction ■ Inverter ☐ Synchronous ☐ Other _____		

Requested Procedure Under Which to Evaluate Interconnection Request[1]

Please indicate below which review procedure applies to the interconnection request. The review procedure used is subject to confirmation by the EDC.

■ **Level 2 –** Lab-certified interconnection equipment with an aggregate electric nameplate capacity not exceeding the specifications in Section 466.90(b)(2). Lab-certified is defined in Section 466.30. (Application fee is $100 plus $1.00 per kVA.)

☐ **Level 3 –** Distributed generation facility does not export power. Nameplate capacity rating is less than or equal to 50 kW if connecting to area network or less than or equal to 10 MW if connecting to a radial distribution feeder. (Application fee amount is $500 plus $2.00 per kVA.)

☐ **Level 4 –** Nameplate capacity rating is less than or equal to 10 MVA and the distributed generation facility does not qualify for a Level 1, Level 2 or Level 3 review, or the distributed generation facility has been reviewed but not approved under a Level 1, Level 2 or Level 3 review. (Application fee amount is $1,000 plus $2.00 per kVA, to be applied toward any subsequent studies related to this application.)

[1] **Note:** Descriptions for interconnection review categories do not list all criteria that must be satisfied. For a complete list of criteria, please refer to 83 Ill. Adm. Code 466, Electric Interconnection of Distributed Generation Facilities.

Distributed Generation Facility Information

Commissioning Date: 11/01/2018

List interconnection components/systems to be used in the distributed generation facility that are lab-certified.

Component/System NRTL Providing Label & Listing

1. Module-Yingli, YL335D-36b (Nov16) (335W)
2. Inverter- CPS,SCA50KTL-DO/US-480
3. _____
4. _____
5. _____

Please provide copies of manufacturer brochures or technical specifications.

Energy Production Equipment/Inverter Information:

☐ Synchronous ☐ Induction ■ Inverter ☐ Other _____

Rating: 50 kW Rating: 50 kVA

Rated Voltage: 480 Volts

Rated Current: 60.2 Amps

System Type Tested (Total System): ■ Yes ☐ No; attach product literature

For Synchronous Machines:

Note: Contact EDC to determine if all the information requested in this section is required for the proposed distributed generation facility.

Manufacturer: _____

Model No.: _____ Version No.: _____

Submit copies of the Saturation Curve and the Vee Curve

☐ Salient ☐ Non-Salient

Torque: _____ lb/ft Rated RPM: _____ Field Amperes: _____ at rated generator voltage and current and _____ % PF over-excited

Type of Exciter: _____

Output Power of Exciter: _____

Type of Voltage Regulator: _____ Locked Rotor Current: _____ Amps Synchronous Speed: _____ RPM

Winding Connection: _____ Min. Operating Freq./Time: _____

Generator Connection: ☐ Delta ☐ Wye ☐ Wye Grounded

Direct-axis Synchronous Reactance: (Xd) _____ ohms

Direct-axis Transient Reactance: (X'd) _____ ohms

Direct-axis Sub-transient Reactance: (X"d) _____ ohms

Negative Sequence Reactance: _____ ohms

Zero Sequence Reactance: _____ ohms

Neutral Impedance or Grounding Resister (if any): _____ ohms

For Induction Machines:

Note: Contact EDC to determine if all the information requested in this section is required for the proposed distributed generation facility.

Manufacturer: _____

Model No.: _____ Version No.: _____

Locked Rotor Current: _____ Amps

Rotor Resistance (Rr): _____ ohms Exciting Current: _____ Amps

Rotor Reactance (Xr): _____ ohms Reactive Power Required: _____

Magnetizing Reactance (Xm): _____ ohms _____ VARs (No Load)

Stator Resistance (Rs): _____ ohms _____ VARs (Full Load)

Stator Reactance (Xs): _____ ohms

Short Circuit Reactance (X"d): _____ ohms

Phases: ☐ Single ☐ Three Phase

Frame Size: _____ Design Letter: _____ Temp. Rise: _____ °C.

Reverse Power Relay Information (Level 3 Review Only)

Manufacturer: _____

Relay Type: _____ Model Number: _____

Reverse Power Setting: _____

Reverse Power Time Delay (if any): _____

Additional Information For Inverter-Based Facilities

Inverter Information:

Manufacturer: CPS Model: SCA50KTL-DO/US-480

Type: ☐ Forced Commutated ☐ Line Commutated

Rated Output: 50000 Watts 50000 Volts

Efficiency: 98.80 % Power Factor: 1 %

Inverter UL 1741 Listed: ■ Yes ☐ No

DC Source / Prime Mover:

Rating: _____ kW Rating: _____ kVA

Rated Voltage: _____ Volts

Open Circuit Voltage (if applicable): _____ Volts

Rated Current: _____ Amps

Short Circuit Current (if applicable): _____ Amps

Other Facility Information:

One Line Diagram attached: ☒ Yes

Plot Plan attached: ☒ Yes

Customer Signature

I hereby certify that all of the information provided in this Interconnection Request Application Form is true.

Applicant Signature: _____

Title: Director of Facility management Date: _____

An application fee is required before the application can be processed. Please verify that the appropriate fee is included with the application:

Amount: $1,300

EDC Acknowledgement

Receipt of the application fee is acknowledged and this interconnection request is complete.

EDC Signature: _____ Date: _____

Printed Name: _____ Title: _____

Source: Amended at 41 Ill. Reg. 862, effective January 20, 2017)

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

August 10, 2018

Mr. Eric Peterman
Owner
GRNE Solar
230 N Hicks Place
Palatine, IL 60067

VIA E-MAIL (eric@GRNEsolar.com)

RE: **GRNE Solar – Kendall County Government Campus**
Follow-up Letter for Special Use Permit Application for a Solar Farm

Dear Mr. Peterman,

This correspondence is intended to follow-up on the recent Plan Council meeting held on August 9, 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:

Plat of Survey

- A Plat of Survey of the subject property will need to be provided.

Glare Study

- A glare/glint study of the proposed solar panel material shall be provided based upon industry standards or manufacturers report. Additionally, 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.

Height

- A dimensioned elevation and/or manufacturers cut sheet of the proposed solar panel at full tilt to verify the maximum overall height shall be provided.
- Section 19-7-D of the City's Zoning Ordinance, the minimum clearance between the lowest point of the system and the surface which the system is mounted is ten (10) feet.

The exhibit shows a one foot seven inch (1'7") minimum clearance. Provide a statement clarifying why the minimum clearance does not meet the required standard.

Fencing

- It was noted by the petitioner's attorney that the Kendall County Sheriff's office has requested that the northern, western and eastern fence lines remaining fully transparent and unobstructed. The petitioner must provide a copy of that request in writing from the Kendall County Sherriff's office for consideration.
- Staff continues to recommend a 100% opaque fence around the entire perimeter of the proposed solar field, in either a wood or non-metallic material. Additionally, the overall fence height shall meet or exceed the height of the solar panel at full tilt.
- 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 facing the existing residential homes, a landscape buffer to soften the view of the expanse of fencing.

Accessory Use

- Section 19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. Please confirm that the Kendall County campus and the parcel the proposed solar farm will be located will be consolidated into a single parcel to comply with the accessory use standard.

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. A Tree Preservation Plan and a landscape plan will be required as part of the Special Use application.

Site Access

- The proposed site access should be clarified on the site plan.

Decommission

- 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.
- 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 will recommend as a condition of the special use, 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.
- In addition to the security, staff will also recommend 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 Comments:

- Please refer to the attached comments prepared by Engineering Enterprises Inc. (EEI) dated August 2, 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, August 24, 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, September 4, 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: Gary Golinski, Mayor (via e-mail)
Bart Olson, City Administrator (via e-mail)
Erin Willrett, Assistant City Administrator (via e-mail)
Jason Engberg, AICP (via e-mail)
Kathleen Field-Orr, City Attorney (via e-mail)
Brad Sanderson, EEI, City Engineer (via-email)
Lisa Pickering, Deputy City Clerk (via e-mail)
Dan Kramer, Petitioner's Attorney (via e-mail)

August 2, 2018

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

Re: GRNE Solar – Kendall County Complex
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:

- GRNE Solar Design Packet (10 pages) for Kendall County.
- Follow-up Letter for Special Use Permit Application for a Solar Array Development dated April 2, 2018 and prepared by United City of Yorkville Community Development Department
- Setback Dimensions to Property Lines plan, Chain-Link fence detail, and Solar Racking Structure detail prepared by GRNE Solar.
- Interconnection Request Application Form (6 pages) prepared by GRNE Solar.

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 Zoning Ordinance prohibits the use of chain-link fencing except for vinyl coated chain-link fencing in side and rear yards. An alternative fencing detail that isn't restricted by the Zoning Ordinance should be provided.

3. The proposed site access should be clarified. It appears the access should be off an extension of the existing entrance stub off of John Street opposite from the Courthouse entrance just northeast of the Solar

Array Development. The access drive and connection to the road should be shown on the engineering plans and any access easement or agreement provided as necessary.

4. 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.

5. A wetland determination/delineation will be required in accordance with the City wetland ordinance requirements.

6. In accordance with the Landscape Ordinance, a tree preservation plan will be required because the lot is greater than 5 acres in area. GRNE Solar has stated that they will provide a tree preservation plan once a contractor has been selected for the work. A landscape plan should be provided as well.

7. 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.

8. 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. GRNE Solar has stated that they will comply with Section 10-19-9-A-3 of the Zoning Ordinance and that they have included decommissioning as a part of their agreement with Kendall County. This should be confirmed with the City.

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. Eric Peterman, GRNE Solar (Via e-mail)
TNP, JAM, EEI (Via e-mail)

Responses to Items from the Plan Council Meeting on August 9, 2018

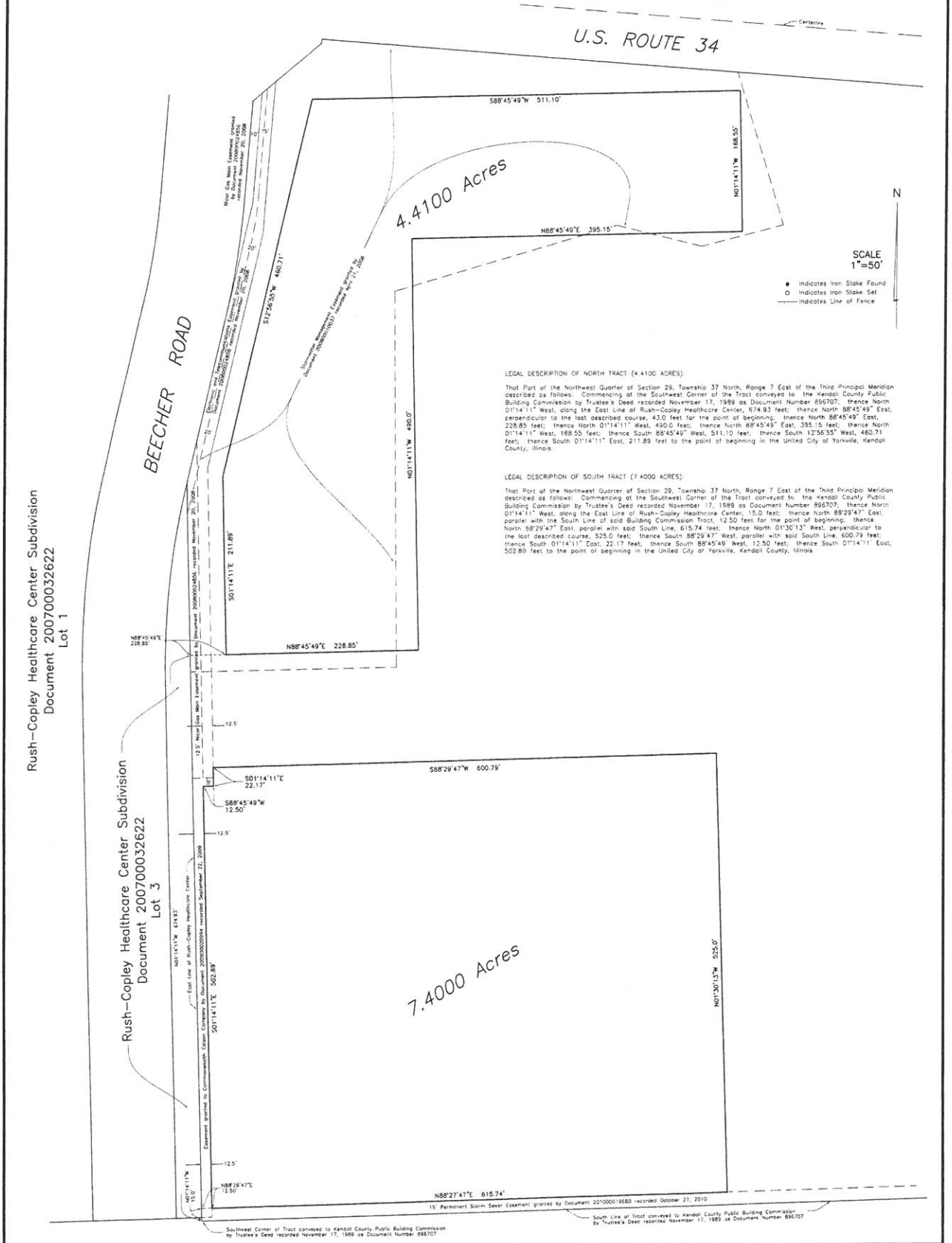
Solar Project for Kendall County Campus

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Glare Study…… Page 4-6
Height……. Pages 7-10
Fencing……… Pages 11-12
Accessory Use…… Page 13
Landscape Plan……. Pages 14
Site Access…… Page 15
Decommission……. Pages 16

PLAT OF SURVEY

EASEMENT PLAT
PART OF THE NORTHWEST QUARTER OF SECTION 29, T37N-R7E, 3rd PM
UNITED CITY OF YORKVILLE KENDALL COUNTY ILLINOIS



LEGAL DESCRIPTION OF NORTH TRACT (4.4100 ACRES):

That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North 01°14'11" West, along the East Line of Rush-Copley Healthcare Center, 674.93 feet; thence North 88°45'49" East, perpendicular to the last described course, 43.0 feet for the point of beginning; thence North 88°45'49" East, 228.85 feet; thence North 01°14'11" West, 490.0 feet; thence North 88°45'49" East, 395.15 feet; thence North 01°14'11" West, 168.55 feet; thence South 88°45'49" West, 511.10 feet; thence South 12°56'55" West, 460.71 feet; thence South 01°14'11" East, 211.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

LEGAL DESCRIPTION OF SOUTH TRACT (7.4000 ACRES):

That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North 01°14'11" West, along the East Line of Rush-Copley Healthcare Center, 15.0 feet; thence North 88°29'47" East, parallel with the South Line of said Building Commission Tract, 12.50 feet for the point of beginning; thence North 88°29'47" East, parallel with said South Line, 615.74 feet; thence North 01°30'13" West, perpendicular to the last described course, 525.0 feet; thence South 88°29'47" West, parallel with said South Line, 600.79 feet; thence South 01°14'11" East, 22.17 feet; thence South 88°45'49" West, 12.50 feet; thence South 01°14'11" East, 502.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

JOB NO.	18036
JOB NAME	KENDALL COUNTY
DWG FILE	18036
REVISION DATE	

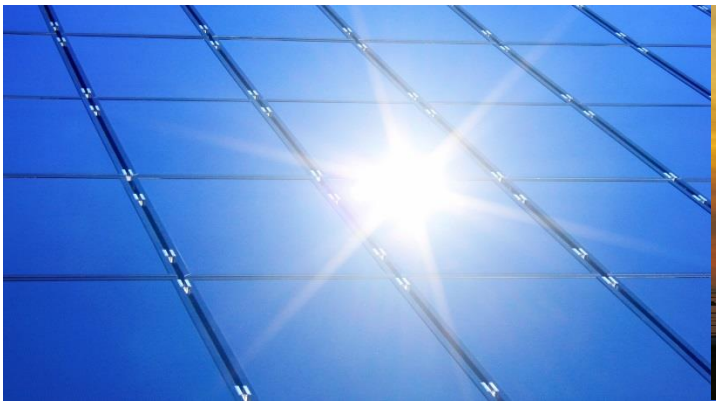
Phillip D. Young and Associates, Inc.
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775
1107B South Bridge Street
Yorkville, Illinois 60560
Telephone (630)553-1580

LEGAL DESCRIPTION OF SOUTH TRACT (7.4000 ACRES):

That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North 01°14'11" West, along the East Line of Rush-Copley Healthcare Center, 15.0 feet; thence North 88°29'47" East, parallel with the South Line of said Building Commission Tract, 12.50 feet for the point of beginning; thence North 88°29'47" East, parallel with said South Line, 615.74 feet; thence North 01°30'13" West, perpendicular to the last described course, 525.0 feet; thence South 88°29'47" West, parallel with said South Line, 600.79 feet; thence South 01°14'11" East, 22.17 feet; thence South 88°45'49' West, 12.50 feet; thence South 01°14'11' East, 502.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

MEISTER CONSULTANTS GROUP

Solar and Glare



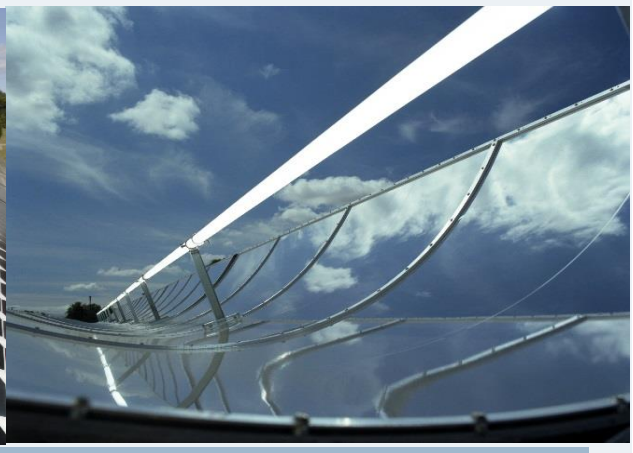


I. Introduction

A common misconception about solar photovoltaic (PV) panels is that they inherently cause or create "too much" glare, posing a nuisance to neighbors and a safety risk for pilots. While in certain situations the glass surfaces of solar PV systems can produce glint (a momentary flash of bright light) and glare (a reflection of bright light for a longer duration), light absorption, rather than reflection, is central to the function of a solar PV panel - to absorb solar radiation and convert it to electricity. Solar PV panels are constructed of dark-colored (usually blue or black) materials and are covered with anti-reflective coatings. Modern PV panels reflect as little as two percent of incoming sunlight, about the same as water and less than soil or even wood shingles (SEIA/Sandia 2013). Some of the concern and misconception is likely due to the confusion between solar PV systems and concentrated solar power (CSP) systems. CSP systems typically use an array of mirrors to reflect sunlight to heat water or other fluids to create steam that turns an electric generator. These typically involve large ground-mounted reflectors, usually in remote desert locations, and are not installed in residential or commercial areas or near airports.

Solar PV system on the left compared to a parabolic trough CSP system on the right. Photo Copyright DOE/NREL/ORNL





II. PV on or near airports

Solar and Glare

As of June 2013, there were over 30 solar projects in operation at airports in 15 different states (Barrett 2013). Solar installations have been successfully located at or near US international airports in Boston, New York, San Francisco, and Denver, among others. Yet concerns over glint (a quick reflection) and glare (a longer reflection) often arise when a PV system is proposed on or near an airport. Pilots are familiar with both glint and glare as reflection is a common phenomenon, especially off of bodies of water or in the form of glare from the sun itself. However, issues can arise if the solar PV system were to cast glare into an air traffic control tower.[1]

The Federal Aviation Administration (FAA) has been actively reviewing the impact of glare from solar panels to streamline an evaluation process that ensures safety while creating more opportunity for solar installations on or near airports. The FAA filed notice of its Interim Policy for review of solar energy systems on federally obligated airports (i.e. airports which receive federal funding) in October of 2013.[2] This policy requires that a sponsor of a federally obligated airport must request FAA review and approval to install solar on its "airport layout plan." Federally-obligated airports must also notify the FAA of its intent to construct any solar installation by filing FAA form 7460-1. The interim FAA policy also requires the use of the Solar Glare Hazard Analysis Tool for on-airport solar development.

III. FAA and the Solar Glare Hazard Analysis Tool

In order to understand and model glare in accordance with FAA standards, Sandia National Laboratories developed the Solar Glare Hazard Analysis Tool (SGHAT). Standardized safety metrics define what glare intensity will cause unwanted visual impacts to Air Traffic Control towers and airplane pilots. SGHAT can be used to evaluate the potential of a particular PV array to produce glare intensity, predicting when and where glare will occur from a prescribed PV array at user-defined observation points (i.e. from the Air Traffic Control Tower or from a series of points along an aircraft landing route) and be combined with Google maps for an easy user interface. In instances where glare may be a concern, the tool can prescribe minor adjustments to the tilt, direction, and location of the panels to alleviate any issues. SGHAT will predict annual energy production for the various adjusted positions (SEIA/Sandia PPT).

IV. Role for Local Governments

Local governments may wish to include airport guidance within their local zoning ordinances that address solar PV. The North Carolina Solar Center *Template Solar Energy Development Ordinance for North Carolina*[3] includes a section on airports and recommends aviation notification steps for both on-airport solar projects and installations within 5 nautical miles of an airport. In addition to amendments to local zoning codes, local governments have the opportunity to conduct outreach to airports,

[1] http://www.unionleader.com/article/20120830/NEWS02/708309966/0/newhampshire
[2] http://www.gpo.gov/fdsys/pkg/FR-2013-10-23/pdf/2013-24729.pdf
[3] http://ncsc.ncsu.edu/wp-content/uploads/Template-Solar-Ordinance_V1.0_12-18-13.pdf

organizations and local stakeholders about methods for predicting and managing glare impacts from solar panels near airports or other locations. Such outreach furthers the safety goals of the FAA and the solar energy development goals of municipalities and communities. Spreading awareness of the safety of PV systems along with FAA guidance and glare measurement tools will help foster informed communities and enable the deployment of safe and productive solar PV projects in locations where glint and glare may be of concern.

V. Useful Links

Sandia Solar Glare Mapping Tools: https://share.sandia.gov/phlux

V. Citations

Barrett, S., June 2013, Glare Factor: Solar Installations And Airports, *Solar Industry, Volume 6, Number 5*. http://www.solarindustrymag.com/issues/SI1306/FEAT_02_Glare_Factor.html.

Federal Register 2013, etc.: http://www.gpo.gov/fdsys/pkg/FR-2013-10-23/pdf/2013-24729.pdf

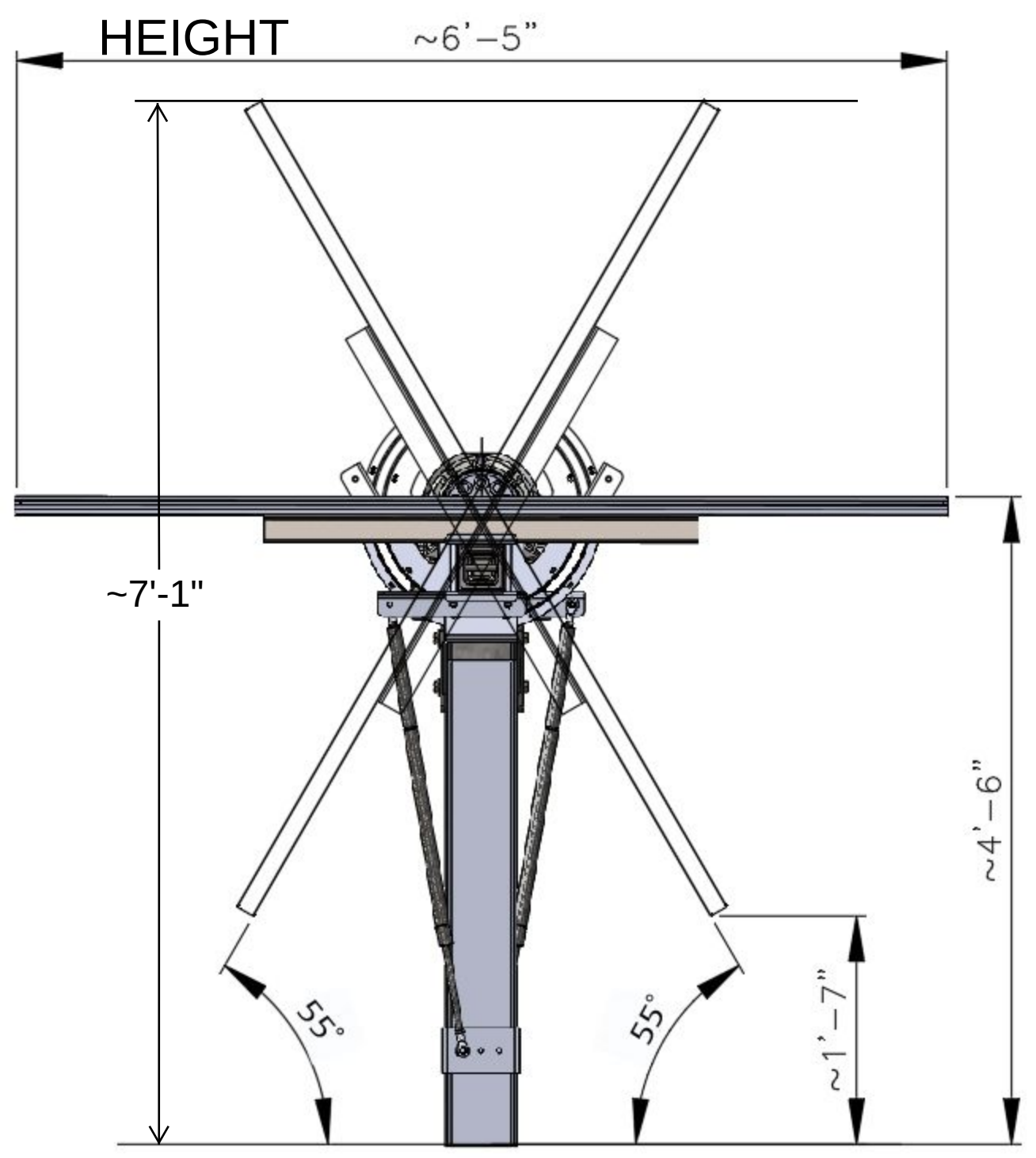
SEIA/Sandia Webinar on Solar PV and Glare: http://www.seia.org/sites/default/files/resources/Final%20FAA%20Webinar%20Slides%20August%202013.pdf

Authors: Caroline Palmer and Chad Laurent, Meister Consultants Group, Inc.

Meister Consultants Group, Inc. | 98 N. Washington St., Suite 302, Boston, MA 02114 | www.mc-group.com

This fact sheet, produced by Meister Consultants Group, Inc., is supported by the following team of organizations: ICLEI-USA; International City/County Management Association (ICMA); Solar Electric Power Association (SEPA); Interstate Renewable Energy Council, Inc. (IREC); North Carolina Solar Center (NCSC); The Solar Foundation (TSF); American Planning Association (APA); and National Association of Regional Councils (NARC).

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HEIGHT
~6’–5”
~7'-1"
~4’–6”
55°
55°
~1’–7”

HEIGHT

Section 19-7-D of the City's Zoning Ordinance, the minimum clearance between the lowest point of the system and the surface which the system is mounted is ten (10) feet. The exhibit shows a one foot seven inch (1'7") minimum clearance. Provide a statement clarifying why the minimum clearance does not meet the required standard.

The diagram on the previous page detailing the solar array is designed to manufacturer's specifications. At these specifications this is a minimum ground clearance of 1'7". The current zoning ordinance requires a minimum distance of 10' clearance from the ground. This would not meet any of the industry's racking specifications and would further lift the solar modules off the ground causing them to be more visible and would cause issues with wind load rating. The 1'7" clearance will provide a discrete installation of the solar modules which will allow them to be fully covered by the fencing and will meet manufacturer specification and building requirements with wind load ratings.

ARRAY TECHNOLOGIES

DuraTrack® HZ v3



RELIABILITY IS POWER.

167 X

fewer components than competitive trackers

99.996%

Uptime Reliability

THE MOST RELIABLE TRACKER UNDER THE SUN

HIGHEST POWER DENSITY.

Higher density means more power and more profit. DuraTrack HZ v3 offers the unique ability to maximize the power density of each site, boasting 6% more density than our closest competitor.

LEADING TERRAIN ADAPTABILITY.

Uneven terrain? Hill yes! Our flexibly linked architecture, with articulating driveline joints and forgiving tolerances, create the most adaptable system in market for following natural land contours and creates the greatest power generation potential from every site.

FEWER COMPONENTS. GREATER RELIABILITY.

Less is more. Array was founded on a philosophy of engineered simplicity. Minimizing potential failure points (167 times fewer components than competitors), DuraTrack HZ v3 consistently delivers higher reliability and an unmatched uptime of 99.99%.

FAILURE-FREE WIND DESIGN.

DuraTrack HZ v3 was designed and field tested to withstand some of the harshest conditions on the planet. It is the only tracker on the market that reliably handles wind events with a fully integrated, fully automatic wind-load mitigation system.

ZERO SCHEDULED MAINTENANCE.

Three decades of solar tracker system design, engineering and testing has resulted in uncompromising reliability. Maintenance-free motors and gears, fewer moving parts, and industrial-grade components means maintenance-free energy generation.

ARRAY TECHNOLOGIES, INC.

3901 Midway Place NE
Albuquerque, NM 87109 USA

+1 505.881.7567
+1 855.TRACKPV (872.2578)
+1 505.881.7572

sales@arraytechinc.com

arraytechinc.com



DuraTrack® HZ v3

COST VERSUS VALUE

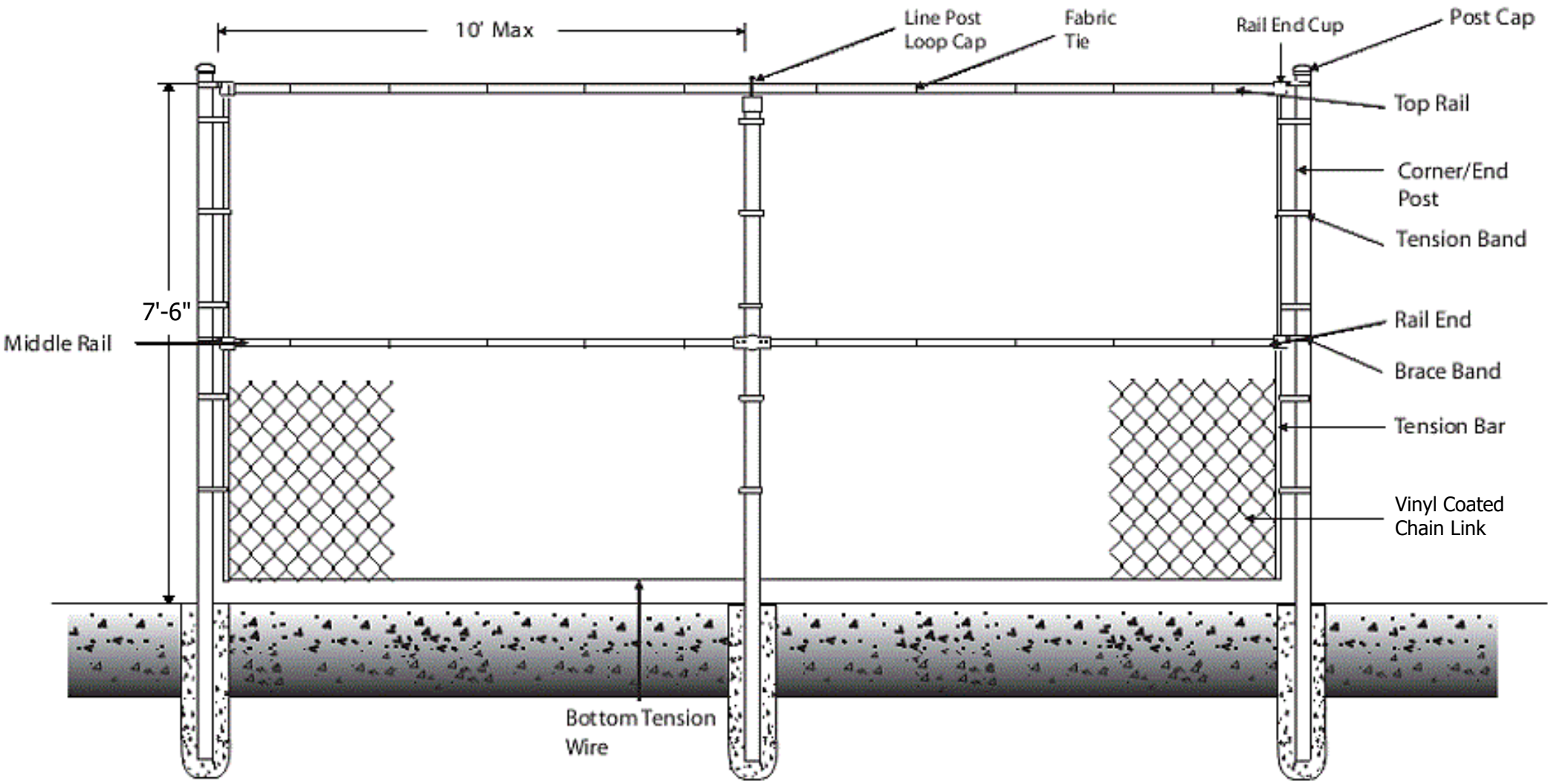
We believe value is more than the cost of a tracking system. It's about building with forgiving tolerances and fewer parts so construction crews can work efficiently. It means protecting your investment with a failure-free wind management system. It also includes increasing power density. But most of all, value is measured in operational uptime, or reliability. Ours is 99.996%... and we're still improving on it.

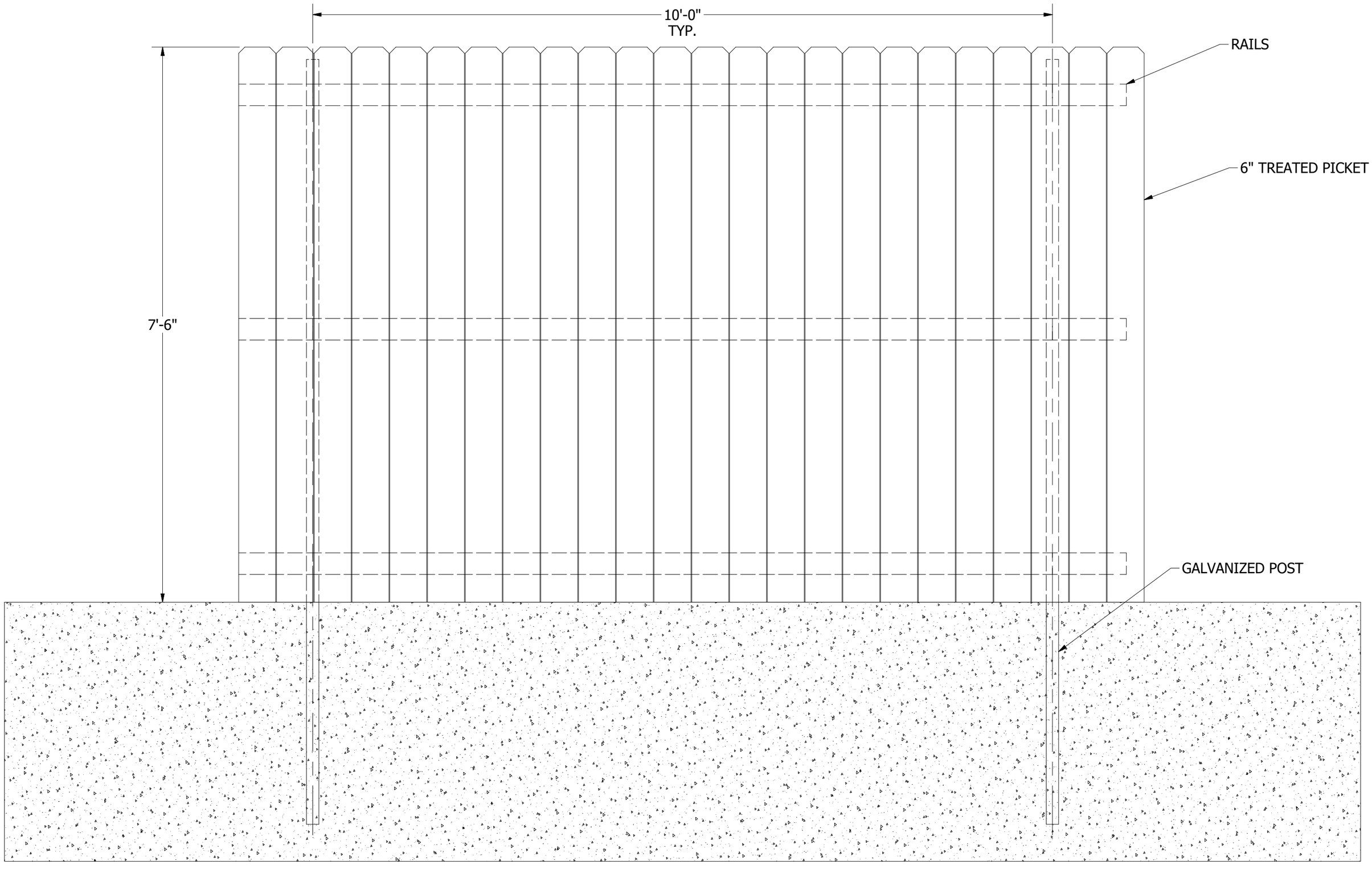
THE GLOBAL LEADER IN RELIABILITY

Array has spent decades designing and perfecting the most reliable tracker on the planet. Fewer moving parts, stronger components and intelligent design that protects your investment in the harshest weather are but a few of the innovative differences that keep your system running flawlessly all day and you resting easy at night.

STRUCTURAL & MECHANICAL FEATURES/SPECIFICATIONS	
Tracking Type	Horizontal single axis
kW per Drive Motor	Up to 907 kW DC using 360W crystalline
String Voltage	Up to 1,500V DC
Maximum Linked Rows	28
Maximum Row Size	80 modules (crystalline, 1,000V DC) & 90 modules (crystalline, 1,500V DC)
Drive Type	Rotating gear drive
Motor Type	2 HP, 3 PH, 480V AC
Motors per 1 MW AC	Less than 2
East-West / North-South Dimensions	Site / module specific
Array Height	54" standard, adjustable (46" min height above grade)
Ground Coverage Ratio (GCR)	Flexible, 28–45% typical, others supported on request
Terrain Flexibility	N-S tolerance: 0°–8.5° Standard, option to increase Driveline: 40° in all directions
Modules Supported	Most commercially available, including frameless crystalline and thin film
Tracking Range of Motion	± 52°
Operating Temperature Range	-30°F to 130°F (-34°C to 55°C)
Module Configuration	Single-in-portrait standard. Two-or-three in landscape (framed or frameless), four-in-landscape (thin film) also available.
Module Attachment	Single fastener, high-speed mounting clamps with integrated grounding. Traditional rails for crystalline in landscape, custom racking for thin film and frameless crystalline per manufacturer specs.
Materials	HDG steel and aluminum structural members
Allowable Wind Load (IBC 2012)	135 mph, 3-second gust exposure C
Wind Protection	Passive mechanical system relieves wind and obstruction damage — no power required
ELECTRONIC CONTROLLER FEATURES/SPECIFICATIONS	
Solar Tracking Method	Algorithm with GPS input
Control Electronics	MCU plus Central Controller
Data Feed	MODBUS over Ethernet to SCADA system
Night-time Stow	Yes
Tracking Accuracy	± 2° standard, field adjustable
Backtracking	Yes
INSTALLATION, OPERATION & MAINTENANCE	
PE Stamped Structural Calculations & Drawings	Yes
On-site Training & System Commissioning	Yes
Connection Type	Fully bolted connections, no welding
In-field Fabrication Required	No
Dry Slide Bearings & Articulating Driveline Connections	No lubrication required
Scheduled Maintenance	None required
GENERAL	
Annual Power Consumption (kWh per 1 MW)	400 kWh per MW per year, estimated
Land Area Required per 1 MW	Approx. 5 to 5.75 acres per MW @ 33% GCR (site and design specific)
Energy Gain vs. Fixed-Tilt	Up to 25%, site specific
Warranty	10 year structural, 5 year drive & control components
Patent Numbers	US patent 8,459,249. US patent 9,281,778. US patent 9,581,678 B2 and patents pending
Codes and Standards	UL Certified (3703 & 2703)

FENCING


10' Max
Line Post
Loop Cap
Fabric
Tie
Rail End Cup
Post Cap
Top Rail
Corner/End
Post
Tension Band
7'-6"
Middle Rail
Rail End
Brace Band
Tension Bar
Vinyl Coated
Chain Link
Bottom Tension
Wire



SOUTH FENCE DETAIL

ACCESSORY USE

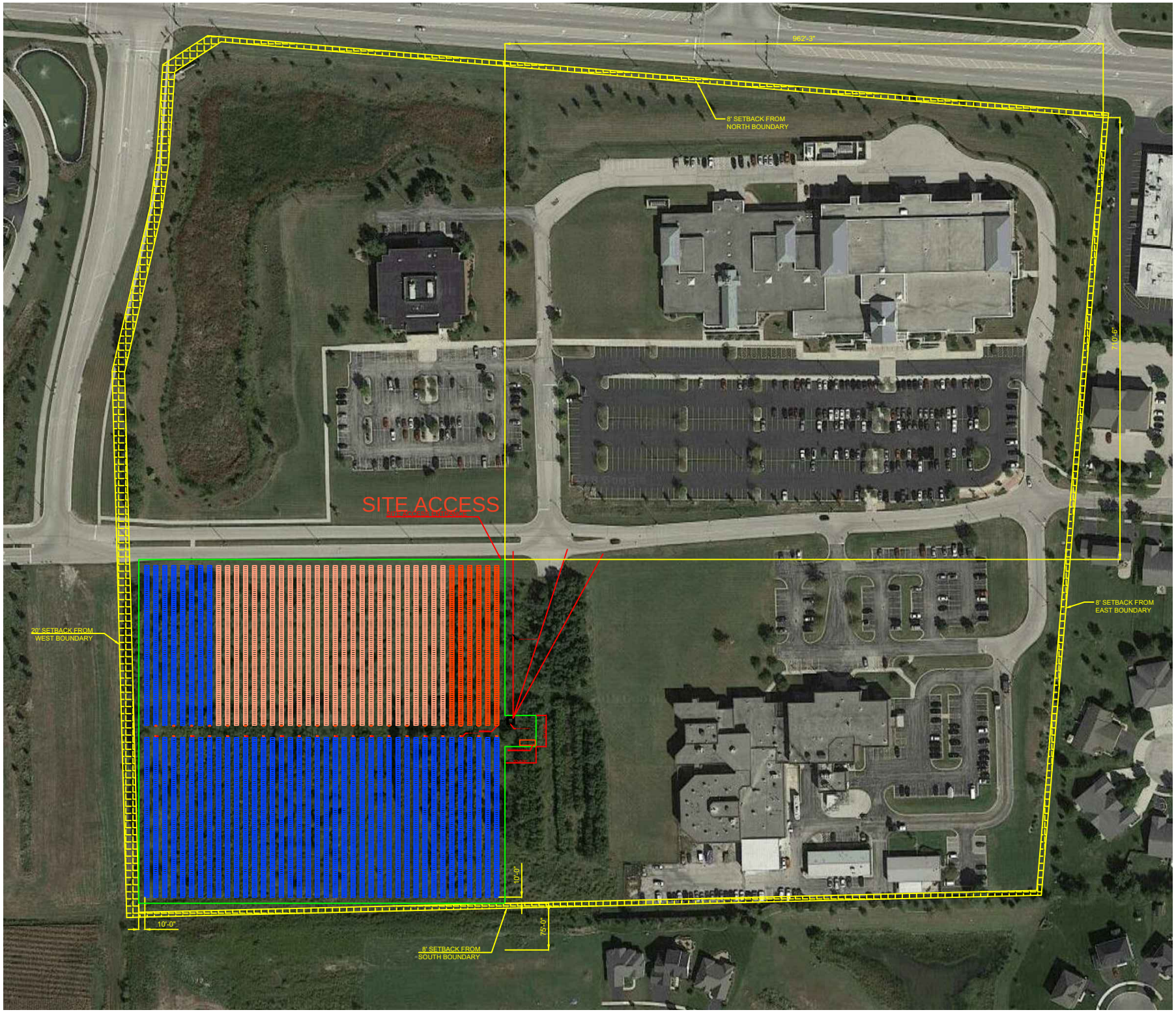
Section 19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. Please confirm that the Kendall County campus and the parcel the proposed solar farm will be located will be consolidated into a single parcel to comply with the accessory use standard.

This is the case and has been provided.

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. A Tree Preservation Plan and a landscape plan will be required as part of the Special Use application.

This is being developed and will be provided.


962'-3"
8' SETBACK FROM
NORTH BOUNDARY
710'-6"
SITE ACCESS
8' SETBACK FROM
EAST BOUNDARY
20' SETBACK FROM
WEST BOUNDARY
10'-0"
10'-0"
75'-0"
8' SETBACK FROM
SOUTH BOUNDARY

DECOMMISSIONING

•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.

• 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 will recommend as a condition of the special use, 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.

• In addition to the security, staff will also recommend 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.

This is being discussed between the County and the City and will be provided.

Kendall County
Office of the Sheriff

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff

August 16, 2018

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

Via: knoble@yorkville.il.us

RE: GRNE Solar Special Use Application

Dear Ms. Barksdale Noble:

Please be advised that I reviewed the Development Plan for the proposed Solar Panel Filed to Service the Kendall County Governmental Complex.

Continuing the overall planning strategy of my Predecessor in Office, Sheriff Richard Randall, it is of utmost safety importance for the Kendall County Sheriff's Department to ensure safety on the entire County Campus. Toward that end we have refrained from placing any obstructive views from the Sheriff's Department Headquarters not only in the land surrounding our facility, but in the complimentary currently existing Kendall County Courthouse and Public Health Building, as well as any future buildings that would be constructed on the Campus.

While we are cognizant of having screening between residential and non-residential uses, we would not object to a solid wood fence on the south side of the proposed solar field so that the there is a buffer with residential users to the south even though there is a great distance between the uses. As to the other three sides of the project we would definitely require an open chain-linked type fence so that we have a clear field of vision from the second floor of our Sheriff's Building. This type of fencing would provide on-site views to our and the United City of Yorkville patrol officers if anyone were trespassing inside the facility. If this development creates any blind spots or any areas that would necessitate additional cameras, we would expect the GRNE Solar Company to be responsible to pay for them.

We are not at all worried about access given the roadway system that has been developed in that there would be an access gate to the facility which we will work with the Developer on having access to for public safety purposes.

If you should have any other questions please feel free to contact me at the Kendall County Sheriff's Department.

Respectfully Submitted,

Dwight Baird

Dwight Baird,
Kendall County Sheriff

P.P. Harold Martin
undersheriff

Hampton, Lenzini and Renwick, Inc.
Civil Engineers • Structural Engineers • Land Surveyors
www.hlrengineering.com

September 14, 2018

Mr. Eric Peterman
GRNE Solar
230 N. Hicks Place
Palatine, IL 60067

Re: Tree and Shrub Inventory
Kendall County Solar Project
Yorkville, Kendall County, Illinois

Dear Mr. Peterman:

On September 10-12, 2018 Hampton, Lenzini and Renwick, Inc. (HLR) performed a tree and shrub inventory within the Kendall County Solar Project property located southeast of the intersection of John Street and Beecher Street in Yorkville, Illinois. The project area consists of an abandoned tree and shrub nursery.

The United City of Yorkville requires a survey of all trees measuring four inches in diameter-breast-height (DBH) or greater. Additionally, per a September 6, 2018 phone conversation with Ms. Krysti Barksdale-Noble, Community Development Director, the approximate number and species of shrubs were recorded but their locations were not surveyed as she stated this was not necessary.

Methodology

All trees within the project area, measuring four inches in DBH or greater, were surveyed. A diameter measuring tape was used to determine DBH. For trees having more than one trunk (i.e., multi-stemmed trees), the largest diameter trunk was measured and the tree was noted as having multiple trunks. A numbered tag was nailed to each surveyed tree and its DBH, botanical name, common name, and general health (e.g., excellent, good, fair, poor, dead) were recorded.

Planted shrubs not having a stem measuring four inches in DBH or greater, were not tagged or surveyed; however, their presence was recorded and is noted on page 1 of the enclosed Tree and Shrub Inventory. Opportunistic (i.e., non-planted trees and shrubs) less than four inches DBH were not inventoried. Opportunistic species included honeysuckles (*Lonicera* spp.), black cherry (*Prunus serotina*), Eastern Cottonwood (*Populus deltoides*) among others.

The location of each inventoried tree was surveyed using a hand held Trimble R1GNSS receiver and overlaid on an aerial photograph as provided on page 2 of the Tree and Shrub Inventory. Locations of planted shrubs were marked on an aerial in the field and their locations transposed onto the Tree and Shrub Inventory.

Results and Summary

A total of 848 trees comprised of 22 species were tagged and surveyed. A table summarizing all tagged and surveyed trees is provided on page 3 of the Tree and Shrub Inventory. The three most dominant species were river birch (*Betula nigra*), dwarf river birch (*Betula nigra "Little King" var.*), and red oak (*Quercus rubra*). Together, these three species account for approximately 70 percent of the trees recorded.

Table 1 contains a summary of the recorded tree species by common and scientific name, number of individuals, and percentage of all trees. A complete tally of all inventoried trees is provided on page 3 of the Tree and Shrub Inventory.

Table 1 - Individual Species Data

Species (Common Name | Scientific Name)	Count	Percentage
American Elm (*Ulmus americana*)	2	0.24%
American Hophornbeam (*Ostrya virginiana*)	3	0.35%
Austrian Pine (*Pinus nigra*)	1	0.12%
Basswood (*Tilia americana*)	1	0.12%
Black Cherry (*Prunus serotina*)	36	4.25%
Black Walnut (*Juglans nigra*)	39	4.60%
Box Elder (*Acer negundo*)	1	0.12%
Bradford Pear (*Pyrus calleryana*)	5	0.59%
Bur Oak (*Quercus macrocarpa*)	54	6.37%
Chinkapin Oak (*Quercus muehlenbergii*)	1	0.12%
Common Buckthorn (*Rhamnus cathartica*)	6	0.71%
Crabapple (*Malus* sp.)	1	0.12%
Dwarf River Birch (*Betula nigra* 'Little King' var.)	206	24.29%
Eastern Cottonwood (*Populus deltoides*)	7	0.83%
English Oak (*Quercus robur*)	1	0.12%
Green Ash (*Fraxinus pennsylvanica*)	53	6.25%
Ohio Buckeye (*Aesculus glabra*)	9	1.06%
Red Cedar (*Juniperus virginiana*)	13	1.53%
Red Oak (*Quercus rubra*)	148	17.45%
River Birch (*Betula nigra*)	243	28.66%
Swamp White Oak (*Quercus bicolor*)	17	2.00%
White Mulberry (*Morus alba*)	1	0.12%
Total	**848**	**100.00%**

Table 2 presents the inventoried tree data by health. Health refers to the overall condition of the tree, specifically the vigor and productivity of the tree. Signs of disease, insects, presence of fungus, dead wood, or holes on the main trunk, and leaf condition are all considered when evaluating the health of the tree. In addition, bark damage, lean, cankers, and twig development are also used when evaluating the

health of a tree.

Most trees (over 39 percent) were classified as fair. This rating was mainly driven by the fact that the trees were planted close together in anticipation of being sold before reaching maturity. However, since the nursery is abandoned the trees are competing against each other for sunlight which has led to significant dieback of lower limbs (i.e., shade pruning). No trees in excellent condition were found. This was mainly due to the close growing conditions and competition for light. Dead trees accounted for almost three percent of the inventoried trees. All but one of the dead trees were green ash. Signs and symptoms of emerald ash borer (*Agrilus planipennis*) were present on the green ash.

Table 2 - Tree Data by Health

Health	Count	Percentage
Dead	21	2.48%
Poor	228	26.89%
Fair	334	39.39%
Good	265	31.25%
Excellent	0	0.0%
Total	**848**	**100.00%**

Please do not hesitate to contact me at 847-531-0288 if you should have any questions regarding this information.

Sincerely,

HAMPTON, LENZINI AND RENWICK, INC.

By: Patrick Hickey

Patrick Hickey
Certified Arborist (IL-1832A)

Enclosure: Tree and Shrub Inventory (3 pages)

GRNE Solar

Kendall County

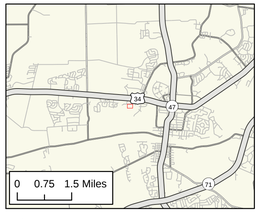
Tree and Shrub Inventory

Major Groupings of Trees and Shrubs

- Project Area
- American Fringe Tree (Chionanthus virginicus)
- American Highbush Cranberry (Viburnum trilobum)
- Arrowwood Viburnum (Viburnum dentatum)
- Black Walnut (Juglans nigra)
- Bur Oak (Quercus macrocarpa)
- Burning Bush (Euonymus alatus)
- Chinese Elm (Ulmus parvifolia)
- Flowering Crabapple (Malus sp.)
- Gray Dogwood (Cornus racemosa)
- Green Ash (Fraxinus pennsylvanica)
- Hop Hornbeam (Ostrya virginiana)
- Japanese Tree Lilac (Syringa reticulata) and Cockspur Hawthorn (Crataegus crus-galli)
- Lilac (Syringa sp.)
- Ohio Buckeye (Aesculus glabra)
- Privet (Lingustrum vulgare)
- Privet (Lingustrum sp.)
- River Birch (Betula nigra) and Dwarf River Birch (Betula nigra 'Little King' var.)
- St. John's Wort (Hypericum sp.)
- White Oak (Quercus alba)
- Swamp White Oak (Quercus bicolor)
- Red Oak (Quercus rubra)
- Winterberry (Ilex verticillata)

30 15 0 30 Feet

Scale: 1:300



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Cook Co 2012 Aerial Imagery (Contract No. 10-41-09) Raster Digital Data, Version 1.0, Published April 2013, Cook Co Board of Commissioners, USGS, US Census, IDOT



The number in parentheses represents the number of individual species present. These woody plants were not included in the tree survey because their diameter-breast-height (DBH) was less than four inches. Information regarding surveyed trees is provided on sheets 2 and 3.

GRNE Solar

Kendall County

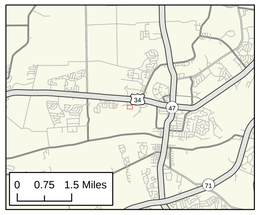
Tree and Shrub Inventory

Tagged and Surveyed Tree Locations

- Project Area
- American Elm (Ulmus americana)
- American Hophornbeam (Ostrya virginiana)
- Austrian Pine (Pinus nigra)
- Basswood (Tilia americana)
- Black Cherry (Prunus serotina)
- Black Walnut (Juglans nigra)
- Box Elder (Acer negundo)
- Bradford Pear (Pyrus calleryana)
- Bur Oak (Quercus macrocarpa)
- Chinkapin Oak (Quercus muehlenbergii)
- Common Buckthorn (Rhamnus cathartica)
- Crabapple (Malus sp.)
- Dwarf River Birch (Betula nigra 'Little King' var.)
- Eastern Cottonwood (Populus deltoides)
- English Oak (Quercus robur)
- Green Ash (Fraxinus pennsylvanica)
- Ohio Buckeye (Aesculus glabra)
- Red Cedar (Juniperus virginiana)
- Red Oak (Quercus rubra)
- River Birch (Betula nigra)
- Swamp White Oak (Quercus bicolor)
- White Mulberry (Morus alba)

30 15 0 30 Feet

Scale: 1:300



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Cook Co 2012 Aerial Imagery (Contract No. 10-41-09) Raster Digital Data, Version 1.0. Published April 2013, Cook Co Board of Commissioners, USGS, US Census, IDOT

All trees having a DBH equal to or greater than four inches were tagged and surveyed.

GRNE Solar

Kendall County

Tree and Shrub Inventory

Tag Number	Species	DBH	Condition	Notes
1	Bur Oak (Quercus macrocarpa)	9	Good	
2	Bur Oak (Quercus macrocarpa)	9	Good	
3	Bur Oak (Quercus macrocarpa)	7	Good	Multi-stemmed
4	Bur Oak (Quercus macrocarpa)	6	Good	Multi-stemmed
5	Bur Oak (Quercus macrocarpa)	7	Good	Multi-stemmed
6	Bur Oak (Quercus macrocarpa)	7	Good	
7	Bur Oak (Quercus macrocarpa)	11	Good	
8	Bur Oak (Quercus macrocarpa)	10	Good	
9	Bur Oak (Quercus macrocarpa)	9	Good	
10	Bur Oak (Quercus macrocarpa)	11	Good	
11	Bur Oak (Quercus macrocarpa)	10	Fair	Ingrown Bark
12	Bur Oak (Quercus macrocarpa)	9	Good	
13	Bur Oak (Quercus macrocarpa)	8	Good	
14	Bur Oak (Quercus macrocarpa)	10	Good	
15	Bur Oak (Quercus macrocarpa)	12	Good	
16	Bur Oak (Quercus macrocarpa)	8	Fair	Multi-stemmed
17	Bur Oak (Quercus macrocarpa)	9	Good	
18	Bur Oak (Quercus macrocarpa)	10	Good	Multi-stemmed
19	Bur Oak (Quercus macrocarpa)	9	Good	
20	Bur Oak (Quercus macrocarpa)	10	Good	
21	Bur Oak (Quercus macrocarpa)	9	Fair	Multi-stemmed
22	Bur Oak (Quercus macrocarpa)	10	Good	
23	Bur Oak (Quercus macrocarpa)	7	Fair	Codominant Leaders
24	Bur Oak (Quercus macrocarpa)	11	Fair	Struck by Lightning
25	Bur Oak (Quercus macrocarpa)	7	Good	
26	Bur Oak (Quercus macrocarpa)	9	Good	
27	Bur Oak (Quercus macrocarpa)	8	Fair	
28	Bur Oak (Quercus macrocarpa)	9	Good	
29	Bur Oak (Quercus macrocarpa)	8	Good	
30	Bur Oak (Quercus macrocarpa)	8	Fair	Multi-stemmed
37	Basswood (Tilia americana)	5	Poor	Trunk Rot
31	Bur Oak (Quercus macrocarpa)	6	Fair	Multi-stemmed
32	Bur Oak (Quercus macrocarpa)	9	Good	
33	Bur Oak (Quercus macrocarpa)	11	Good	
34	Bur Oak (Quercus macrocarpa)	9	Good	
35	Bur Oak (Quercus macrocarpa)	9	Good	
36	Bur Oak (Quercus macrocarpa)	9	Good	
37	Bur Oak (Quercus macrocarpa)	11	Good	
39	Bur Oak (Quercus macrocarpa)	8	Fair	Multi-stemmed
40	Bur Oak (Quercus macrocarpa)	9	Good	
41	Bur Oak (Quercus macrocarpa)	7	Fair	
42	River Birch (Betula nigra)	9	Fair	Multi-stemmed
43	River Birch (Betula nigra)	4	Fair	Multi-stemmed
44	River Birch (Betula nigra)	5	Good	Multi-stemmed
45	River Birch (Betula nigra)	10	Good	Multi-stemmed
46	River Birch (Betula nigra)	13	Good	Multi-stemmed
47	River Birch (Betula nigra)	5	Fair	Multi-stemmed
48	River Birch (Betula nigra)	5	Fair	Multi-stemmed
49	River Birch (Betula nigra)	8	Fair	Multi-stemmed
50	River Birch (Betula nigra)	7	Good	Multi-stemmed
51	River Birch (Betula nigra)	7	Good	Multi-stemmed
52	River Birch (Betula nigra)	6	Good	
53	American Elm (Ulmus americana)	7	Fair	
54	White Mulberry (Morus alba)	5	Fair	Multi-stemmed
55	River Birch (Betula nigra)	12	Good	Multi-stemmed
56	River Birch (Betula nigra)	6	Fair	Multi-stemmed
57	River Birch (Betula nigra)	10	Good	Multi-stemmed
58	River Birch (Betula nigra)	10	Good	Multi-stemmed
59	River Birch (Betula nigra)	10	Good	Multi-stemmed
60	River Birch (Betula nigra)	6	Good	Multi-stemmed
61	River Birch (Betula nigra)	6	Fair	Multi-stemmed
62	River Birch (Betula nigra)	10	Good	Multi-stemmed
63	River Birch (Betula nigra)	9	Good	Multi-stemmed
64	River Birch (Betula nigra)	8	Good	Multi-stemmed
65	River Birch (Betula nigra)	8	Good	Multi-stemmed
66	Eastern Cottonwood (Populus deltoides)	4	Fair	
67	River Birch (Betula nigra)	10	Good	Multi-stemmed
68	River Birch (Betula nigra)	6	Poor	Half Dead
69	River Birch (Betula nigra)	9	Good	Multi-stemmed
70	River Birch (Betula nigra)	6	Fair	
71	River Birch (Betula nigra)	5	Good	Multi-stemmed
72	River Birch (Betula nigra)	11	Good	Multi-stemmed
73	River Birch (Betula nigra)	12	Good	Multi-stemmed
74	River Birch (Betula nigra)	5	Fair	
75	River Birch (Betula nigra)	6	Good	Multi-stemmed
76	River Birch (Betula nigra)	11	Good	Multi-stemmed
77	River Birch (Betula nigra)	11	Good	Multi-stemmed
78	River Birch (Betula nigra)	10	Good	Multi-stemmed
79	River Birch (Betula nigra)	8	Good	Multi-stemmed
80	River Birch (Betula nigra)	9	Good	Multi-stemmed
81	River Birch (Betula nigra)	9	Fair	Multi-stemmed
82	River Birch (Betula nigra)	11	Good	Multi-stemmed
83	River Birch (Betula nigra)	11	Good	Multi-stemmed
84	River Birch (Betula nigra)	4	Good	Multi-stemmed
85	River Birch (Betula nigra)	6	Fair	
86	River Birch (Betula nigra)	5	Good	Multi-stemmed
87	River Birch (Betula nigra)	4	Good	Multi-stemmed
88	River Birch (Betula nigra)	6	Good	Multi-stemmed
89	River Birch (Betula nigra)	5	Good	Multi-stemmed
90	River Birch (Betula nigra)	5	Good	Multi-stemmed
91	River Birch (Betula nigra)	5	Good	
92	River Birch (Betula nigra)	7	Good	
93	River Birch (Betula nigra)	4	Good	
94	River Birch (Betula nigra)	8	Good	Multi-stemmed
95	River Birch (Betula nigra)	5	Good	Multi-stemmed
96	River Birch (Betula nigra)	6	Good	Multi-stemmed
97	River Birch (Betula nigra)	6	Good	Multi-stemmed
98	River Birch (Betula nigra)	4	Good	
99	River Birch (Betula nigra)	5	Good	Multi-stemmed
100	River Birch (Betula nigra)	6	Good	Multi-stemmed
101	River Birch (Betula nigra)	12	Good	Multi-stemmed
102	River Birch (Betula nigra)	10	Good	Multi-stemmed
103	River Birch (Betula nigra)	10	Good	Multi-stemmed
104	River Birch (Betula nigra)	4	Good	Multi-stemmed
105	River Birch (Betula nigra)	4	Good	
106	River Birch (Betula nigra)	4	Good	
107	River Birch (Betula nigra)	11	Good	Multi-stemmed
108	River Birch (Betula nigra)	8	Good	Multi-stemmed
109	River Birch (Betula nigra)	9	Good	Multi-stemmed
110	River Birch (Betula nigra)	9	Good	
111	River Birch (Betula nigra)	9	Good	Multi-stemmed
112	River Birch (Betula nigra)	10	Good	Multi-stemmed
113	River Birch (Betula nigra)	4	Good	Multi-stemmed
114	River Birch (Betula nigra)	6	Good	Multi-stemmed
115	River Birch (Betula nigra)	8	Good	Multi-stemmed
116	River Birch (Betula nigra)	4	Good	Multi-stemmed
117	River Birch (Betula nigra)	5	Good	
118	River Birch (Betula nigra)	5	Good	Multi-stemmed
119	River Birch (Betula nigra)	6	Good	Multi-stemmed
120	River Birch (Betula nigra)	6	Good	Multi-stemmed
121	River Birch (Betula nigra)	6	Good	Multi-stemmed
122	River Birch (Betula nigra)	9	Fair	Multi-stemmed

Tag Number	Species	DBH	Condition	Notes
123	River Birch (Betula nigra)	8	Good	Multi-stemmed
124	River Birch (Betula nigra)	8	Fair	
125	River Birch (Betula nigra)	7	Good	Multi-stemmed
126	River Birch (Betula nigra)	10	Good	Multi-stemmed
127	River Birch (Betula nigra)	8	Good	Multi-stemmed
128	River Birch (Betula nigra)	6	Fair	
129	River Birch (Betula nigra)	10	Good	Multi-stemmed
130	River Birch (Betula nigra)	4	Fair	
131	River Birch (Betula nigra)	4	Good	Multi-stemmed
132	River Birch (Betula nigra)	4	Fair	
133	River Birch (Betula nigra)	5	Good	Multi-stemmed
134	River Birch (Betula nigra)	6	Good	Multi-stemmed
135	River Birch (Betula nigra)	7	Good	Multi-stemmed
136	River Birch (Betula nigra)	6	Fair	Multi-stemmed
137	River Birch (Betula nigra)	7	Good	Multi-stemmed
138	River Birch (Betula nigra)	8	Good	Multi-stemmed
139	River Birch (Betula nigra)	7	Good	Multi-stemmed
140	River Birch (Betula nigra)	9	Good	
141	River Birch (Betula nigra)	9	Good	Multi-stemmed
142	River Birch (Betula nigra)	6	Good	Multi-stemmed
143	River Birch (Betula nigra)	6	Fair	Multi-stemmed
144	River Birch (Betula nigra)	6	Good	Multi-stemmed
145	River Birch (Betula nigra)	5	Good	
146	River Birch (Betula nigra)	5	Good	
148	River Birch (Betula nigra)	9	Good	Multi-stemmed
147	River Birch (Betula nigra)	5	Good	
149	River Birch (Betula nigra)	10	Good	Multi-stemmed
150	River Birch (Betula nigra)	5	Fair	
151	River Birch (Betula nigra)	9	Good	Multi-stemmed
152	River Birch (Betula nigra)	9	Good	Multi-stemmed
153	River Birch (Betula nigra)	6	Good	Multi-stemmed
154	River Birch (Betula nigra)	6	Good	Multi-stemmed
155	River Birch (Betula nigra)	6	Good	
156	River Birch (Betula nigra)	7	Good	Multi-stemmed
157	River Birch (Betula nigra)	7	Good	Multi-stemmed
158	River Birch (Betula nigra)	7	Good	Multi-stemmed
159	River Birch (Betula nigra)	8	Good	Multi-stemmed
160	River Birch (Betula nigra)	8	Good	Multi-stemmed
161	River Birch (Betula nigra)	6	Good	Multi-stemmed
162	River Birch (Betula nigra)	6	Good	Multi-stemmed
163	River Birch (Betula nigra)	8	Good	Multi-stemmed
164	River Birch (Betula nigra)	9	Good	Multi-stemmed
165	River Birch (Betula nigra)	5	Good	Multi-stemmed
166	River Birch (Betula nigra)	5	Fair	
167	River Birch (Betula nigra)	4	Good	Multi-stemmed
168	River Birch (Betula nigra)	6	Good	Multi-stemmed
169	Black Cherry (Prunus serotina)	4	Good	
170	River Birch (Betula nigra)	8	Good	Multi-stemmed
171	River Birch (Betula nigra)	4	Fair	
172	River Birch (Betula nigra)	4	Good	
173	Common Buckthorn (Rhamnus cathartica)	5	Good	
174	River Birch (Betula nigra)	4	Good	Multi-stemmed
175	Common Buckthorn (Rhamnus cathartica)	5	Good	
176	Common Buckthorn (Rhamnus cathartica)	5	Good	
177	Common Buckthorn (Rhamnus cathartica)	4	Good	
178	River Birch (Betula nigra)	4	Fair	Multi-stemmed
179	River Birch (Betula nigra)	9	Good	Multi-stemmed
180	Common Buckthorn (Rhamnus cathartica)	5	Good	
181	River Birch (Betula nigra)	5	Fair	Multi-stemmed
182	Common Buckthorn (Rhamnus cathartica)	6	Good	Multi-stemmed
183	River Birch (Betula nigra)	5	Good	Multi-stemmed
184	River Birch (Betula nigra)	5	Good	Multi-stemmed
185	River Birch (Betula nigra)	5	Good	Multi-stemmed
186	River Birch (Betula nigra)	7	Fair	Multi-stemmed
187	River Birch (Betula nigra)	4	Good	Multi-stemmed
188	River Birch (Betula nigra)	5	Good	Multi-stemmed
189	River Birch (Betula nigra)	4	Good	
190	River Birch (Betula nigra)	4	Fair	Multi-stemmed
191	River Birch (Betula nigra)	5	Good	Multi-stemmed
193	River Birch (Betula nigra)	5	Good	Multi-stemmed
192	River Birch (Betula nigra)	5	Good	Multi-stemmed
194	River Birch (Betula nigra)	5	Good	Multi-stemmed
195	River Birch (Betula nigra)	4	Good	
196	River Birch (Betula nigra)	5	Good	
197	River Birch (Betula nigra)	5	Good	Multi-stemmed
198	River Birch (Betula nigra)	5	Fair	Multi-stemmed
199	River Birch (Betula nigra)	7	Good	
200	River Birch (Betula nigra)	5	Good	Multi-stemmed
201	River Birch (Betula nigra)	5	Good	Multi-stemmed
202	River Birch (Betula nigra)	8	Good	Multi-stemmed
203	River Birch (Betula nigra)	4	Good	Multi-stemmed
204	Black Cherry (Prunus serotina)	4	Good	
205	River Birch (Betula nigra)	4	Good	Multi-stemmed
206	River Birch (Betula nigra)	4	Good	
207	River Birch (Betula nigra)	5	Good	
208	Red Cedar (Juniperus virginiana)	9	Fair	
209	River Birch (Betula nigra)	7	Good	
210	River Birch (Betula nigra)	6	Good	Multi-stemmed
211	River Birch (Betula nigra)	6	Good	
212	River Birch (Betula nigra)	5	Good	Multi-stemmed
213	River Birch (Betula nigra)	5	Good	Multi-stemmed
214	Red Cedar (Juniperus virginiana)	7	Poor	Shade Pruned
215	River Birch (Betula nigra)	7	Good	
216	River Birch (Betula nigra)	5	Good	
217	River Birch (Betula nigra)	7	Good	Multi-stemmed
218	Red Cedar (Juniperus virginiana)	6	Poor	Shade Pruned
219	Red Cedar (Juniperus virginiana)	7	Poor	Shade Pruned
220	Red Cedar (Juniperus virginiana)	6	Poor	Shade Pruned
221	Bradford Pear (Pyrus calleryana)	6	Good	
222	Bradford Pear (Pyrus calleryana)	6	Good	Multi-stemmed
223	Bradford Pear (Pyrus calleryana)	5	Good	Multi-stemmed
224	River Birch (Betula nigra)	4	Good	Multi-stemmed
225	River Birch (Betula nigra)	4	Good	
226	River Birch (Betula nigra)	5	Good	Multi-stemmed
227	River Birch (Betula nigra)	4	Fair	
228	River Birch (Betula nigra)	4	Fair	Multi-stemmed
229	River Birch (Betula nigra)	7	Fair	
230	River Birch (Betula nigra)	4	Fair	
231	River Birch (Betula nigra)	6	Fair	Multi-stemmed
232	Austrian Pine (Pinus nigra)	10	Fair	
233	Dwarf River Birch (Betula nigra 'Little King' var.)	10	Good	Multi-stemmed
234	River Birch (Betula nigra)	5	Fair	
235	River Birch (Betula nigra)	4	Fair	Multi-stemmed
236	River Birch (Betula nigra)	7	Fair	
237	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Fair	Multi-stemmed
238	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Fair	
239	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Fair	Multi-stemmed
240	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Fair	Multi-stemmed
241	Black Cherry (Prunus serotina)	8	Poor	Dead Wood
242	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Fair	Multi-stemmed
243	River Birch (Betula nigra)	8	Fair	
244	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Fair	Multi-stemmed

Tag Number	Species	DBH	Condition	Notes
245	River Birch (Betula nigra)	6	Fair	
246	River Birch (Betula nigra)	6	Fair	Multi-stemmed
247	River Birch (Betula nigra)	6	Poor	Multi-stemmed
248	River Birch (Betula nigra)	9	Fair	Multi-stemmed
249	River Birch (Betula nigra)	4	Fair	
250	Dwarf River Birch (Betula nigra 'Little King' var.)	8	Poor	Shade Prunned, Multi-stemmed
251	Dwarf River Birch (Betula nigra 'Little King' var.)	7	Poor	Shade Prunned, Multi-stemmed
252	Dwarf River Birch (Betula nigra 'Little King' var.)	7	Poor	Shade Prunned, Multi-stemmed
253	River Birch (Betula nigra)	7	Fair	
254	River Birch (Betula nigra)	12	Fair	Multi-stemmed
255	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
256	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
257	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
258	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
259	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
260	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
261	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
262	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
263	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
264	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
265	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
266	Bradford Pear (Pyrus calleryana)	13	Good	
267	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
268	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
269	Dwarf River Birch (Betula nigra 'Little King' var.)	7	Fair	Multi-stemmed
270	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Fair	Multi-stemmed
271	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
272	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Fair	Multi-stemmed
273	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Fair	Multi-stemmed
274	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Fair	Multi-stemmed
275	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Fair	Shade Prunned, Multi-stemmed
276	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Fair	Shade Prunned, Multi-stemmed
277	Dwarf River Birch (Betula nigra 'Little King' var.)	7	Fair	Shade Prunned, Multi-stemmed
278	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
279	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
280	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
281	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
282	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Fair	Multi-stemmed
283	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
284	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
285	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Fair	Multi-stemmed
286	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Fair	Multi-stemmed
287	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
288	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Fair	Multi-stemmed
289	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned
290	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
291	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Fair	Multi-stemmed
292	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
293	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
294	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Fair	
295	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
296	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
297	Black Cherry (Prunus serotina)	5	Fair	
298	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
299	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
300	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
301	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
302	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
303	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
304	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
305	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
306	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
307	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
308	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
309	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
310	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
311	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
312	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
313	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
314	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
315	River Birch (Betula nigra)	10	Fair	Multi-stemmed
316	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Fair	Shade Prunned, Multi-stemmed
317	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
318	Crabapple (Malus sp.)	4	Poor	Shade Prunned, Multi-stemmed
319	Black Cherry (Prunus serotina)	8	Fair	
320	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Good	Multi-stemmed
321	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
322	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
323	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
324	Dwarf River Birch (Betula nigra 'Little King' var.)	8	Poor	Shade Prunned, Multi-stemmed
325	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
326	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
327	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
328	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
329	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
330	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
331	American Elm (Ulmus americana)	10	Good	
332	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
333	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
334	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
335	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
336	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
337	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
338	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
339	Dwarf River Birch (Betula nigra 'Little King' var.)	8	Fair	Multi-stemmed
340	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
341	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
342	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
343	Dwarf River Birch (Betula nigra 'Little King' var.)	7	Fair	Shade Prunned, Multi-stemmed
344	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
345	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
346	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
347	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
348	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Fair	Multi-stemmed
349	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
350	Dwarf River Birch (Betula nigra 'Little King' var.)	7	Fair	Shade Prunned, Multi-stemmed
351	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
352	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
353	Dwarf River Birch (Betula nigra 'Little King' var.)	8	Poor	Shade Prunned, Multi-stemmed
354	River Birch (Betula nigra)	10	Fair	
355	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
356	Eastern Cottonwood (Populus deltoides)	7	Fair	Shade Prunned
357	River Birch (Betula nigra)	5	Fair	
358	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
359	River Birch (Betula nigra)	13	Fair	Multi-stemmed
360	River Birch (Betula nigra)	4	Fair	
361	River Birch (Betula nigra)	6	Fair	
362	River Birch (Betula nigra)	6	Fair	
363	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
364	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
365	River Birch (Betula nigra)	4	Fair	
366	River Birch (Betula nigra)	7	Fair	

Tag Number	Species	DBH	Condition	Notes
367	River Birch (Betula nigra)	7	Fair	Multi-stemmed
368	River Birch (Betula nigra)	6	Fair	
369	River Birch (Betula nigra)	12	Fair	Multi-stemmed
370	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned
371	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
372	River Birch (Betula nigra)	6	Fair	
373	River Birch (Betula nigra)	6	Fair	
374	River Birch (Betula nigra)	6	Fair	
375	River Birch (Betula nigra)	4	Fair	
376	Dwarf River Birch (Betula nigra 'Little King' var.)	9	Fair	Shade Prunned, Multi-stemmed
377	River Birch (Betula nigra)	6	Fair	
378	River Birch (Betula nigra)	5	Fair	
379	River Birch (Betula nigra)	5	Fair	
380	Dwarf River Birch (Betula nigra 'Little King' var.)	7	Poor	Shade Prunned, Multi-stemmed
381	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
382	Dwarf River Birch (Betula nigra 'Little King' var.)	6	Poor	Shade Prunned, Multi-stemmed
383	River Birch (Betula nigra)	6	Fair	
384	Dwarf River Birch (Betula nigra 'Little King' var.)	7	Fair	Shade Prunned, Multi-stemmed
385	River Birch (Betula nigra)	10	Good	Multi-stemmed
386	River Birch (Betula nigra)	8	Fair	
387	River Birch (Betula nigra)	7	Fair	
388	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
389	River Birch (Betula nigra)	6	Good	Multi-stemmed
390	River Birch (Betula nigra)	9	Fair	Multi-stemmed
391	River Birch (Betula nigra)	5	Fair	
392	Dwarf River Birch (Betula nigra 'Little King' var.)	5	Poor	Shade Prunned, Multi-stemmed
393	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
394	Dwarf River Birch (Betula nigra 'Little King' var.)	4	Poor	Shade Prunned, Multi-stemmed
395	River Birch (Betula nigra)

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. A Tree Preservation Plan and a landscape plan will be required as part of the Special Use application.

Considering the site is currently a storage home for a subset of trees, a landscaping plan is being developed to help clear this space to prepare for the project. We are in discussion with the Sheriff's office, local stakeholder's, our attorney Dan Kramer, and the City of Yorkville to devise a plan that works for all parties.

The history of the trees at this site have been moved three times and have landed here as a staging area and were not meant for permanent residency. We are working to better understand the options for removal of these trees. Please see attached, the completed tree study performed by HLR Engineering. Also attached are renderings of the landscaping proposed on the south boundary of the property. These trees will be a coniferous species so as not to lose their leaves in the winter to have a year-round presence to help with ascetics for the solar field. The trees shall be a height of 4' when installed and spaced at 35' on center to accommodate the mature nature of the trees.

Onsite Pictures of the current landscape



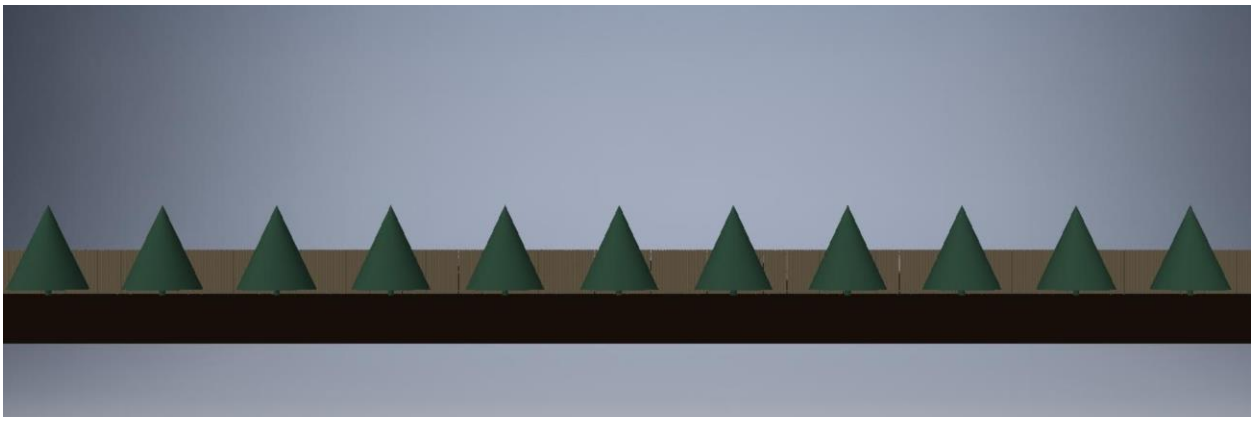


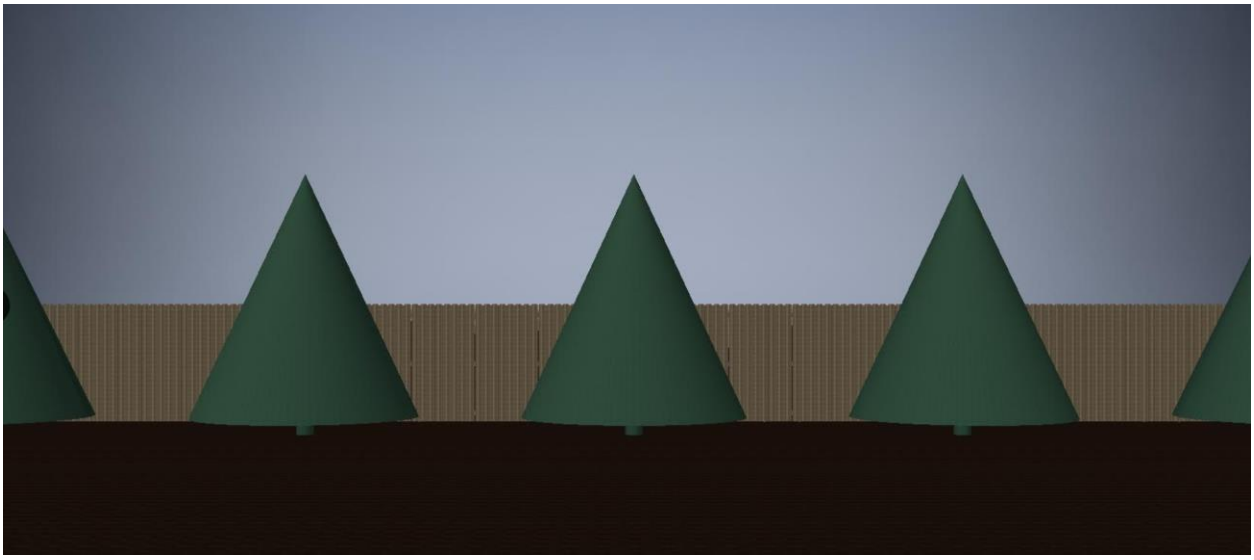


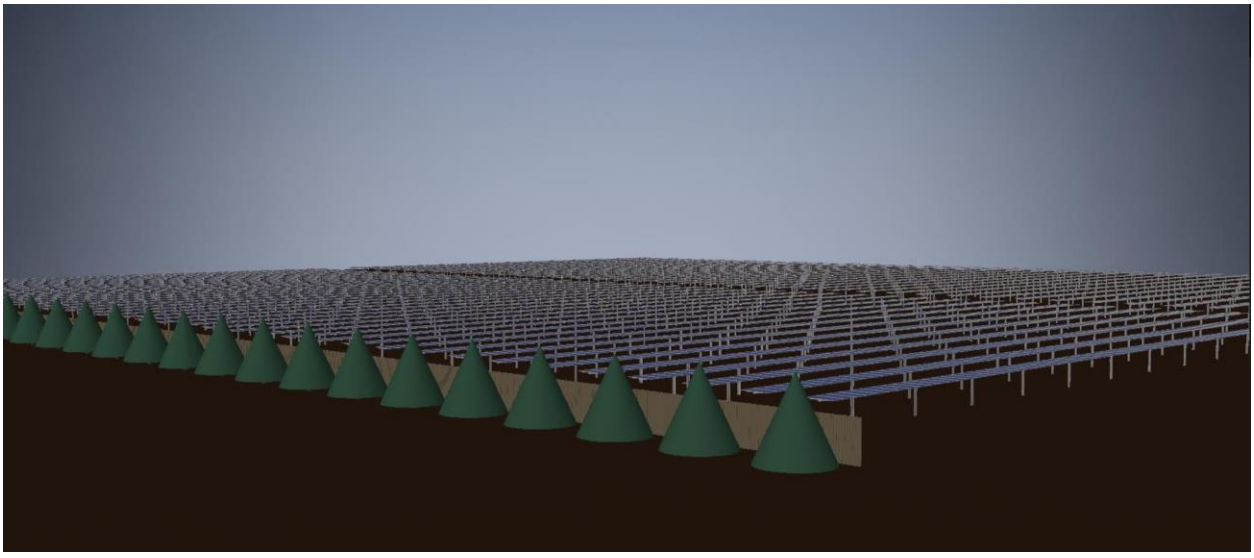


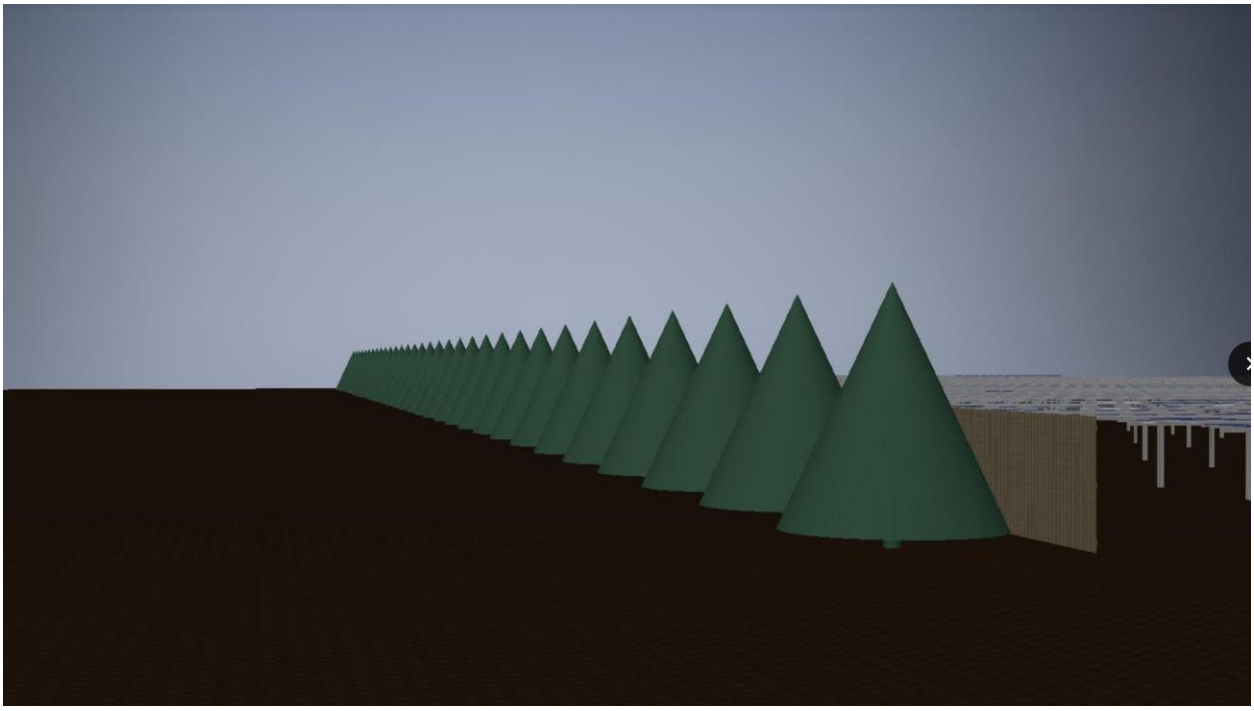


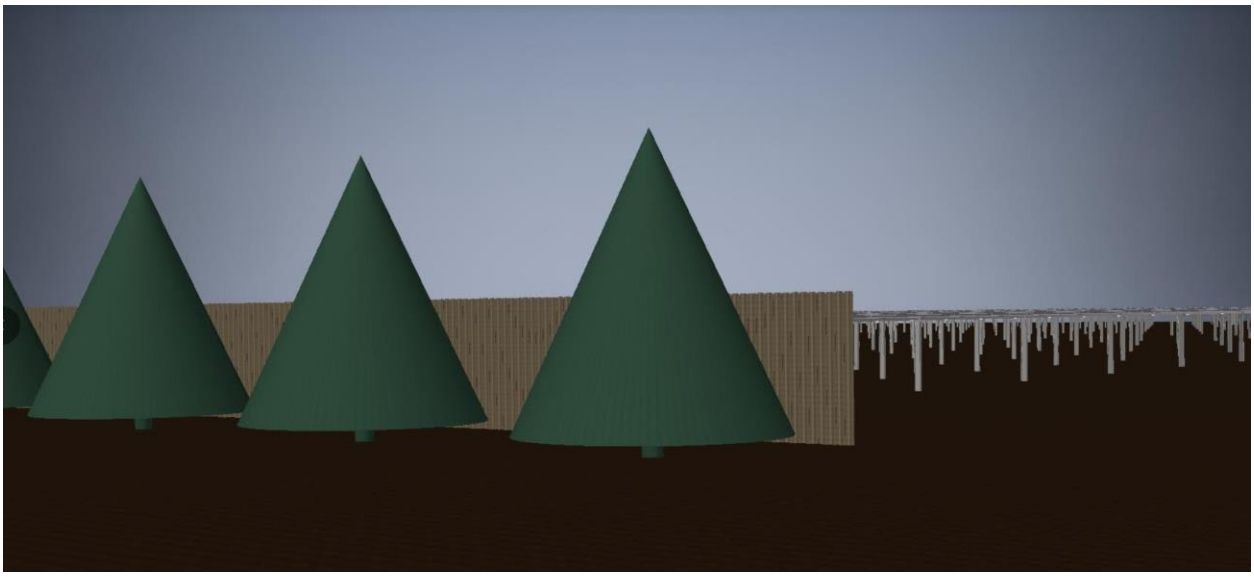
Renderings of Landscape at the South side of Array











GRNE SOLAR

BLACKBERRY WOODS HOMEOWNER'S ASSOCIATION

Open Forum



AGENDA

- Project Anatomy
- Sound Study
- Landscape Layout
- HOA Questions
- Site Maintenance
- Prior GRNE Installations



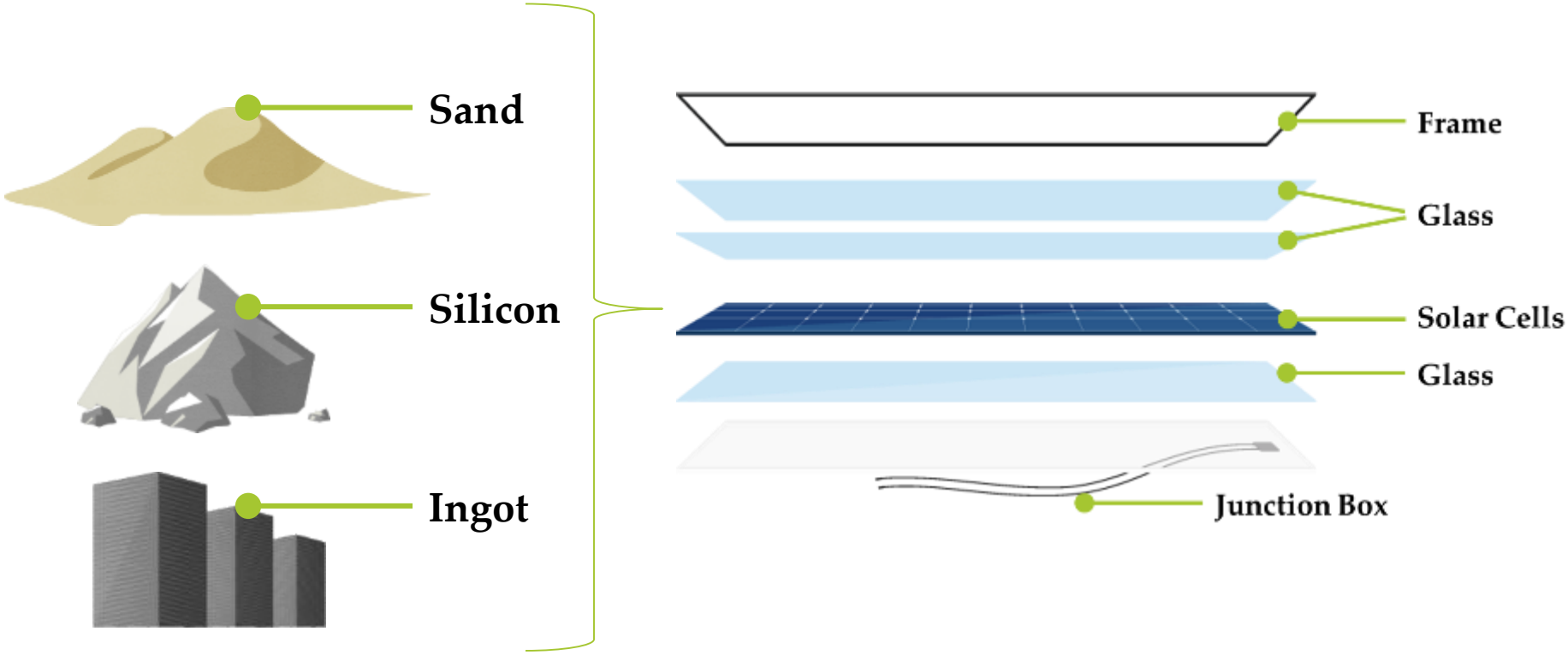
GRNE SOLAR

SYSTEM ANATOMY

- **Racking System**
  - The racking system stabilizes the panels and necessary cables into place.
- **Solar Panels (PV Panels/Modules)**
  - Converts sunlight into electricity (direct current, DC).
- **Inverter**
  - This takes collected energy from the solar panels (DC) and converts it into operating power (alternating current, AC) or power that can be used by utility service.



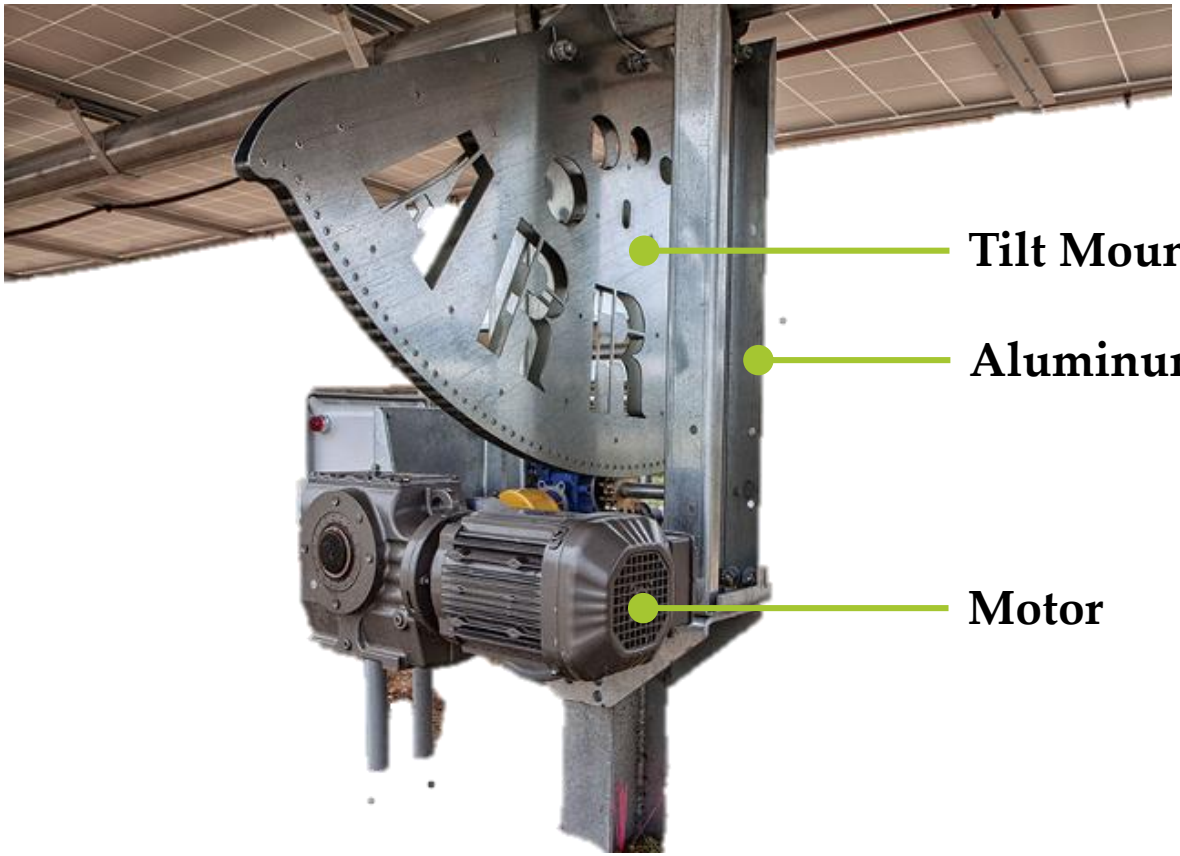
SOLAR PANEL ANATOMY



http://www.yinglisolar.com/us/solar-basics/#panel_section

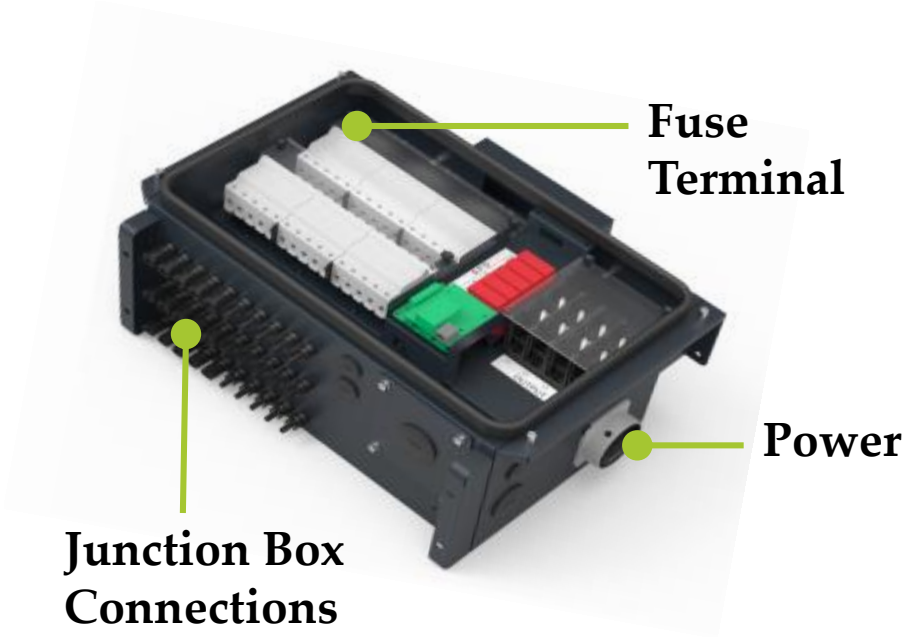
GRNE SOLAR

RACKING ANATOMY



INVERTER ANATOMY



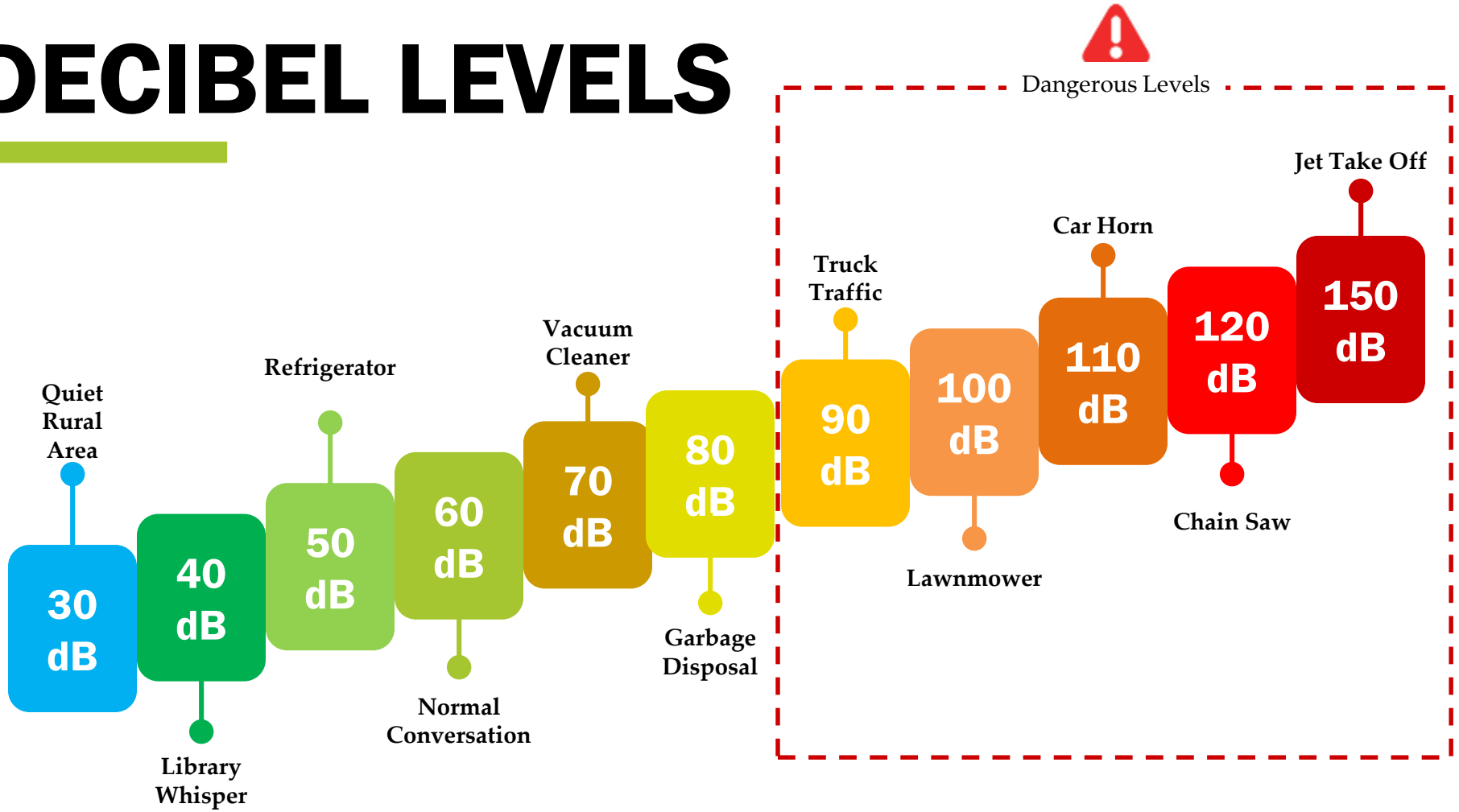


https://www.chintpowersystems.com/index.shtml

GRNE SOLAR

SOUND STUDY

DECIBEL LEVELS



www.industrialnoisecontrol.com/comparative-noise-examples.htm

GRNE SOLAR

SOUND STUDY

SOLAR PANELS



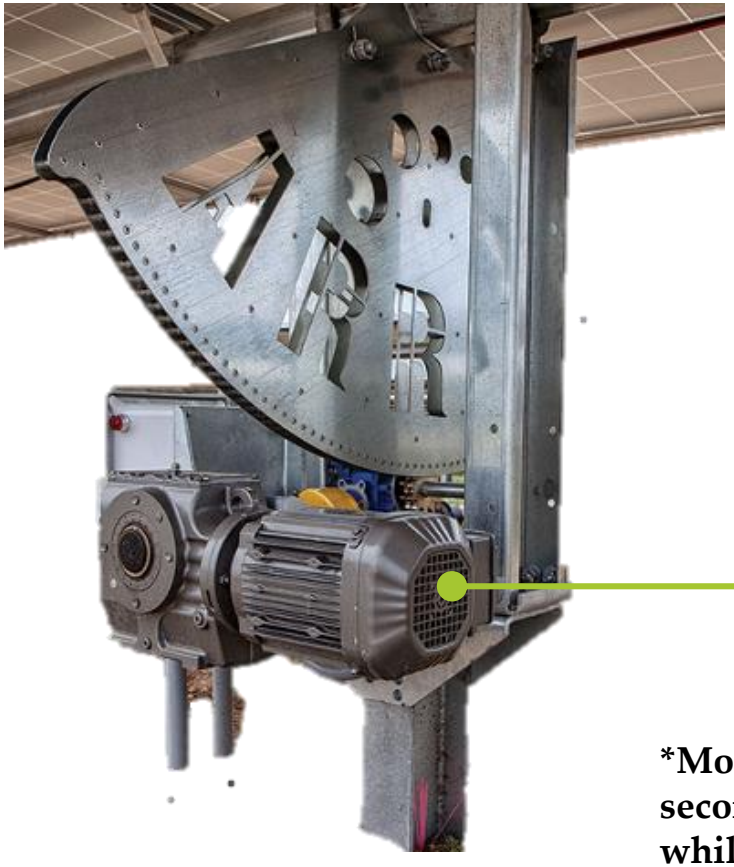
No Noise Detected

SOUND STUDY

TRACKING RACK MOUNTS

40 dB

Library Whisper



50 dB

Refrigerator

53 dB at 10′ away when motor is running

***Motors run every 10 min at 15 second intervals only during the day while the sun is shining**

GRNE SOLAR

SOUND STUDY

INVERTER

*Inverters operate only during the day while the sun is shining

60 dB

Normal Conversation

Test conducted by Chint Power Systems



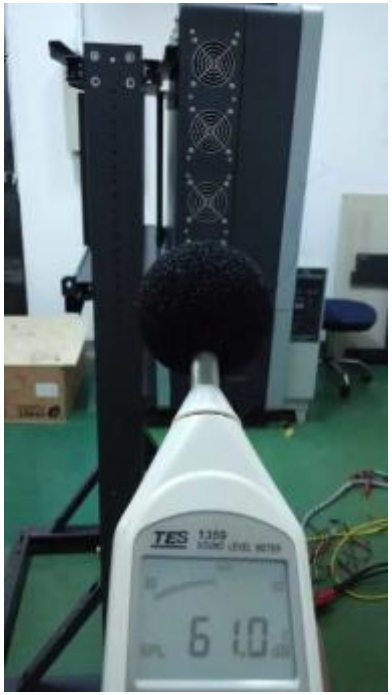
FRONT



RIGHT



BACK



LEFT

CPS SCA50_60KTL-DO Audible Noise Test.pdf

GRNE SOLAR

SOUND STUDY

INVERTER

Inverter sound test conducted by GRNE Solar in Lowell, Indiana at Tri-Creek School Corporation Solar Field



Sound level at 3 feet



Sound level at 10 feet: 60 – 63 dB



Sound level at 25 feet from enclosure

SOUND STUDY

INVERTER

Inverter sound test conducted by GRNE Solar in Lowell, Indiana at Tri-Creek Corporation Solar Field

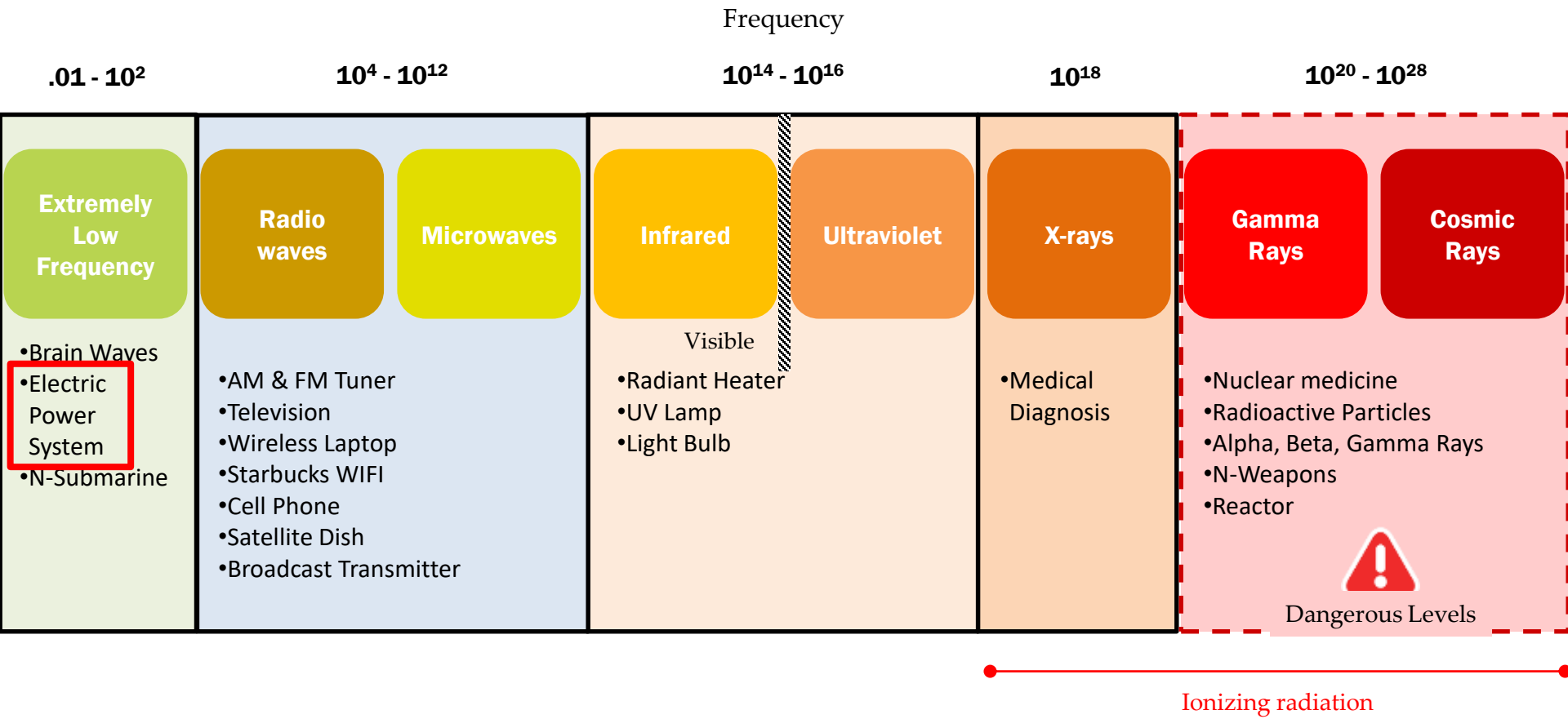
Walking through solar field

GRNE SOLAR



EMF STUDY

FREQUENCY LEVEL

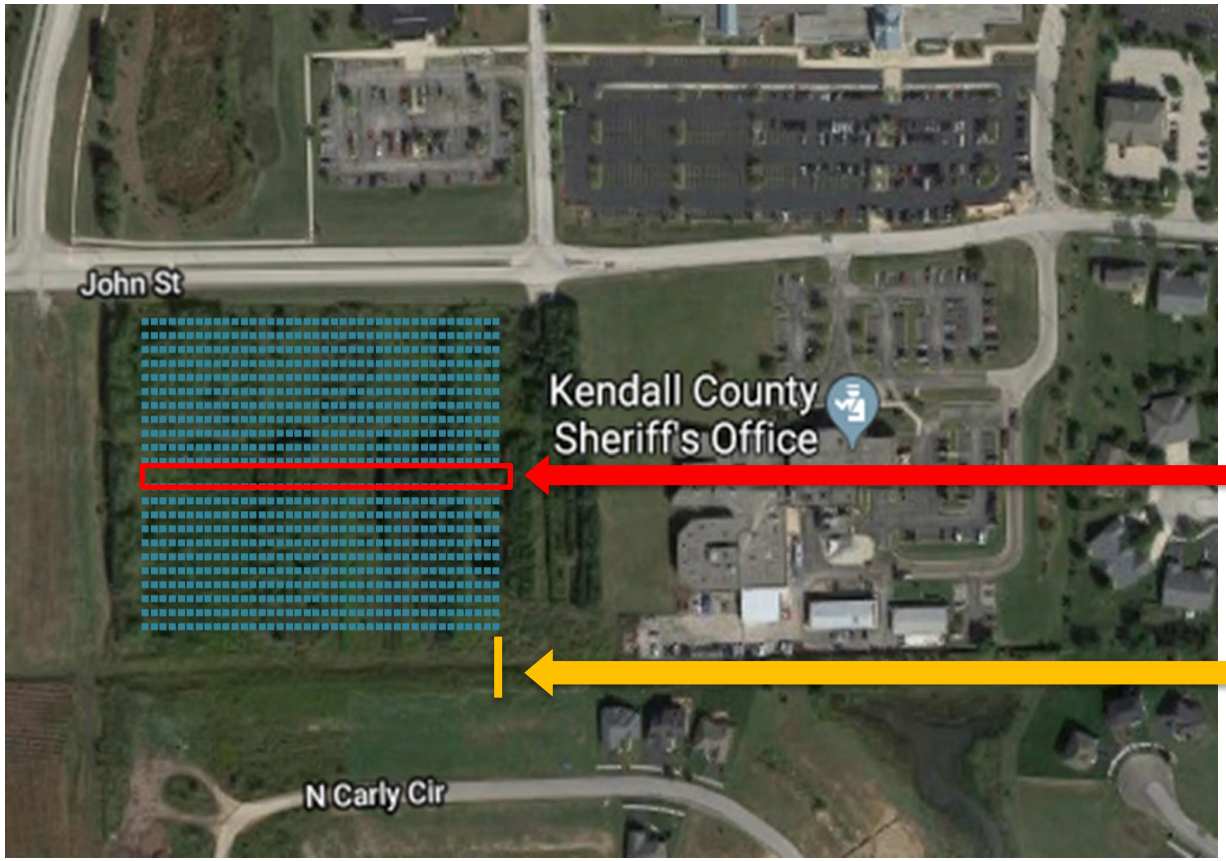


https://healthybuildingscience.com/2013/05/30/how-to-measure-emf/

GRNE SOLAR

SOUND STUDY

INVERTER/MOTOR PLACEMENT

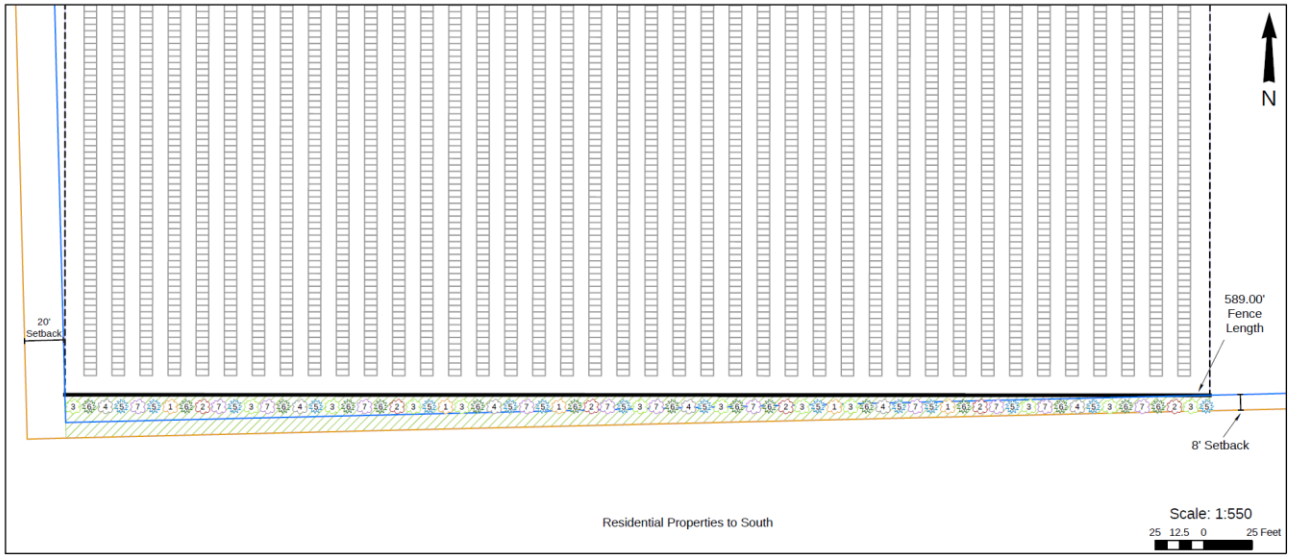


The inverters and tracker motors will be located down the center of the array, **more than 300′ from any home**

Location of inverters and tracker motors

Over 300′ to the nearest home

LANDSCAPE LAYOUT



GRNE Solar
Kendall County Solar Project

Landscape Plan

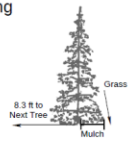
10/29/2018

Project Description

- 7' High Fence
- Modules
- Project Boundary
- Inside of 8' Buffer (Setback)
- Parcel Boundaries

Proposed Landscaping

- Evergreen Trees
- Ornamental Trees
- Grass



Tree Detail

1) Three inches of mulch surrounding plantings.

2) Area in between trees will be grass (IDOT Class 1 Lawn Mixture or comparable).

3) Mulch is not to be placed against the trunk of the tree.

ID	Species	Common Name	Quantity	Install Height
1	Acer tataricum subsp ginnala sp.	Amur maple	5	6'
2	Cercis canadensis	Eastern redbud	6	6'
3	Cornus mas	Cornelian cherry dogwood	12	6'
4	Malas x 'Red Splendor'	Red Splendor crabapple	6	6'
5	Picea glauca var. densata	Black Hills spruce	15	8'
6	Pinus flexilis 'Vanderwolf'	Vanderwolf limber pine	15	8'
7	Syringa reticulata sp.	Japanese tree lilac	12	6'
		Total:	71	

Landscape Notes

1. Trees shall be typical of their variety or species, shall have a normal growth of spread and height, and shall be sound, healthy, vigorous, free of disease, insect pests and larvae, with well-developed root systems. Items broken major branches, or badly bruised or damaged bark, are not acceptable.

2. Trees shall be balled and burlapped, with firm, natural balls of earth. The balls shall be dug according to current nursery practices for sufficient depth and width to include adequate fibrous and feeding roots. No tree shall be accepted if the ball is broken before or during planting operations.

3. Trees shall be set plumb in center of the planting hole at same elevation as adjacent finished landscape grades. When set, additional topsoil backfill is to be placed around the base and sides of the root ball, and each layer worked to settle backfill and eliminate voids and air pockets. If balled and burlapped, burlap shall be removed from sides of balls and retained on bottoms.

4. Plant material shall be grown in nurseries from the central or northern Illinois region.

5. Spade harvested and transplanted plants shall meet all the requirements for field grown trees. Root ball diameters shall be of similar size as the ANSI Z60.1 requirements for balled and burlapped plants. Trees shall be harvested prior to leafing out (bud break) in the spring or during the fall planting period except for plants know to be considered as fall planting hazards. Plants that are fall planting hazards shall only be harvested prior to leafing out in the spring. Trees shall be moved and planted within 48 hours of the initial harvesting and shall remain in the spade machine until planted.

6. Install 4" minimum top soil to all planting areas, contractor is responsible for fine grading of planting areas. Remove stones, sticks, and debris larger than 1".

7. All installed trees to be mulched with 3" depth of partially decomposed hardwood mulch over weed barrier.

8. Guarantee all work for a period of one year beginning at the date of acceptance. Make all replacements promptly as per direction of owner.

9. Water and maintain all plant materials, until initial acceptance.

10. Coordinate installation with work of other sections.

11. Notification of JULIE, 811, is required for all planting areas. The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the local utility locator service.

GRNE SOLAR



Landscape Plan Prepared By:
Hampton, Lenzini and Renwick, Inc.

HLR

GRNE SOLAR

ALTERNATIVE SITE PLANS

As published in the FY2012 Budget – Kendall County Capital Improvement Plan

Improvement Project Name	Org. Date	Revised Date: 2010	Original Budget	Revised Budget	Est. Annual Debt Service
PSC – Corrections Pod Addition - Design - Construction	2020	2027	9,637,916	12,262,121	983,949

Implementation Year						
2020	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Jail Pod, 26,000 SF New 5,000 Renovation – Site Development						

https://www.co.kendall.il.us/wp-content/uploads/FY11_12_Budget1.pdf

GRNE SOLAR

HOA QUESTIONS

Will living near a solar field affect the value of my property?
CohnReznick and Lawrence Berkeley National Laboratory, performed interviews with county assessors and real estate brokers to study the impact of solar farms on property values. The results showed that solar farms do not negatively impact property values.

Do solar panels contain harmful chemicals?
No - Solar panels are safe to touch, attach to your home and install in your neighborhood. The panels are made of materials that are found in your homes such as aluminum, copper, and glass. The materials used are sealed safely within the tempered glass that is tested to uphold all weather conditions including hail.

Do solar panels create a glare?
Solar panels are specifically designed to absorb sunlight not reflect it. The combination of the dark-colored materials and anti-reflective coating remove the glare so much so that solar farms can be installed throughout flight paths and are used to power several major airports.



https://illinoissolar.org/FAQ-utility-community-large-scale-solar
http://www.ecosolarhomeimprovement.com/solar-panels-increase-property-values/

GRNE SOLAR

HOA QUESTIONS

Do solar panels leak radiation?
The materials of solar panels are enclosed in tempered glass, therefore they do not mix with water or vaporize into the air. There is no threat of chemicals releasing the environment causing harm. Several third party environmental organizations such as Sierra Club, Environmental Law and Policy Center, Greenpeace, etc. support solar development.

Do solar panels produce electromagnetic radiation that is harmful to our health?
Solar arrays produce a lower amount of electromagnetic field than TV's and refrigerators. There is no relationship between health issues and exposure to electromagnetic fields.



Tri-Creek School Corporation, Lowell Indiana
Uses the solar display in their curriculum.

https://energync.org/wp-content/uploads/2017/03/solar-health-myth-vs-fact.jpg

GRNE SOLAR

SITE MAINTENANCE



Examples of manicured solar fields.



- Site maintenance will be the responsibility of GRNE Solar.
- GRNE Solar will lease the fenced area from the County and will maintain the solar field and land.
- Regular maintenance will occur to ensure the property is well cared for and operating at the optimal efficiency.
- Regular safety checks of electrical equipment will take place including a review of the fence, surrounding area, and overall safety.

GRNE SOLAR

PROJECTS



Tri-Creek School Corporation, Lowell Indiana
1MW SOLAR ARRAY
3,936 SOLAR MODULES
728 TONS OF CO2 REDUCED PER YEAR

JAX Properties
100 kW SOLAR ARRAY
327 SOLAR MODULES
73 TONS OF CO2 REDUCED PER YEAR

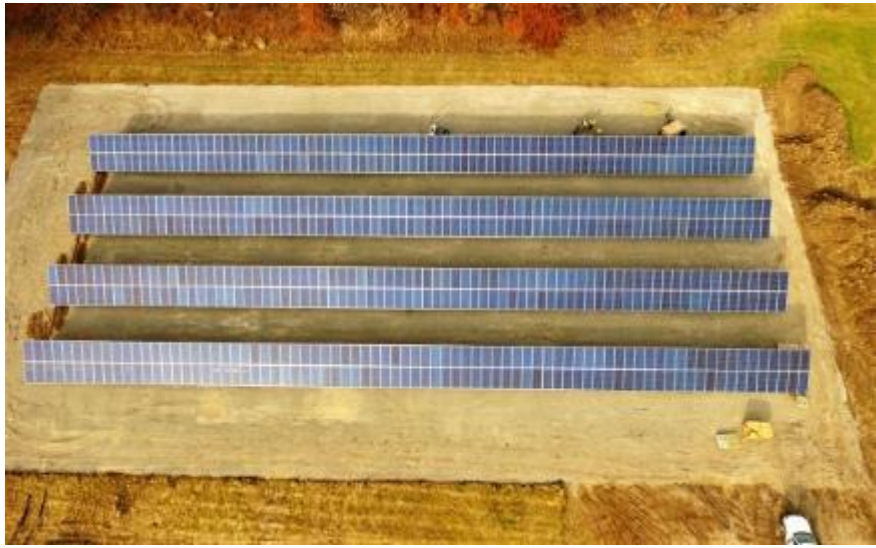


PROJECTS



The Summit, Ft. Wayne, Indiana
100 kW SOLAR ARRAY
323 SOLAR MODULES
73 TONS OF CO2 REDUCED PER YEAR

Ambassador Enterprises
200 kW SOLAR ARRAY
624 SOLAR MODULES
146 TONS OF CO2 REDUCED PER YEAR



PROJECTS



City of Escanaba, Escanaba, Michigan
1MW SOLAR ARRAY
3,510 SOLAR MODULES
728 TONS OF CO2 REDUCED PER YEAR

Ranked #1 Solar installer in Illinois by
Solar Power World Magazine

Solar Power World
2018 TOPSOLAR CONTRACTORS

SUPPORTING ENVIRONMENTAL ORGANIZATIONS







NATURAL RESOURCES DEFENSE COUNCIL





U.S. DEPARTMENT OF ENERGY









SIERRA CLUB
FOUNDED 1892

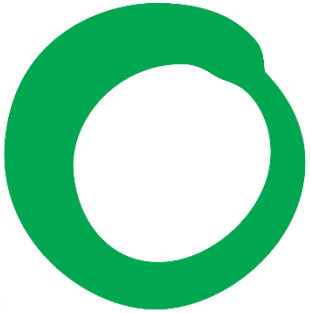


Association of Environmental Professionals



Audubon

ipcc
INTERGOVERNMENTAL PANEL ON climate change



Friends of the Earth

The Nature Conservancy

GRNE SOLAR

EPA CAMPUS



- 1.5 MW (4,788 panels) solar field at Edison, New Jersey Campus
- Generate 45% of the campus' electrical demand based on consumption.
- System will reduce air pollution and cut the EPA's energy bills – thereby reducing taxpayer costs.

https://www.epa.gov/newsreleases/solar-farm-powers-epa-environmental-center

GRNE SOLAR

APPENDIX – ADDITIONAL STUDIES

Yingli Solar Panel Basics
http://www.yinglisolar.com/us/solar-basics/#panel_section

Array Tracking Rack
http://www.arraytechinc.com/solar-trackers/

Chint Power Systems (Inverter)
https://www.chintpowersystems.com/pdf/commercial/50K/CPS-SCA50-60KTL-DO-US-480-Datasheet.pdf

Authorized RP Construction Services Array Tracker Sound Level – see Slide 24

Authorized Yingli Letter - No Sound/No Harmful Elements – see Slide 25

Kendall County Capital Improvement Plan
https://www.co.kendall.il.us/wp-content/uploads/FY11_12_Budget1.pdf

Illinois Solar FAQ
https://illinoissolar.org/FAQ-utility-community-large-scale-solar

EcoSolar Home Improvement
http://www.ecosolarhomeimprovement.com/solar-panels-increase-property-values/

NC Sustainable Energy Association
https://energync.org/wp-content/uploads/2017/03/solar-health-myth-vs-fact.jpg

CohnReznick Property Value Report Source 1 Source 2 – Slide 33&34

Healthy Building Science
https://healthybuildingscience.com/2013/05/30/how-to-measure-emf/

Solar Farm Tour
https://www.solarfarmtour.org/

Yorkville Chamber Green Committee
https://www.solarfarmtour.org/

Illinois Sustainable Technology Center
https://www.istc.illinois.edu/UserFiles/Servers/Server_427403/File/20180906.pdf

NC Clean Energy Technology Center – Health and Safety Impacts of Solar Photovoltaics
http://ncsolarcen-prod.s3.amazonaws.com/wp-content/uploads/2017/10/Health-and-Safety-Impacts-of-Solar-Photovoltaics-2017_white-paper-1.pdf

Massachusetts Clean Energy Center – Study of Acoustics and EMF Levels of Solar Photovoltaic Projects
http://files.masscec.com/research/StudyAcousticEMFLevelsSolarPhotovoltaicProjects.pdf

Incentives – Slide 26

https://solarips.com/2016/03/do-i-need-to-be-concerned-about-electromagnetic-radiation-from-my-solar-system/

SUMMARY & NEXT STEPS

- Solar inverters and racking motors will be located more than 300’ from the nearest home
- Inverters and racking motors only operate during the day when the sun is shining
- Emitted sound from the system will be drowned out by the distance of the field from residential properties as well as the ambient noise from the highway
- The solar field will be regularly maintained and manicured by GRNE Solar
- Living near and interacting with a solar panel, system or field has been rigorously tested and proven not to cause any adverse health concerns
- Independent third party environmental groups support solar development
- GRNE Solar is excited to share that this project will save tax payers $4M over the duration of the project with $0 capital cost

Next Steps

- HOA Joint Meeting - October 30, 2018
- Public Hearing Meeting with the United City of Yorkville - November 14, 2018
- City Council Vote of Approval - December 11, 2018
- Apply for Solar Incentives - January 15, 2019
- Begin Installation of Solar Array – April 2019

CONTACT US

Eric Peterman, CEO

Email: Eric@GRNESolar.com

Phone: 312-859-3016

GRNE SOLAR



RP CONSTRUCTION SERVICES

October 25th, 2018

GRNE Solar
2004 SW 5th St. Unit A
Lincoln, NE 68522
Attn: Sai Chennamsetty

Re: Array tracker noise

Dear Sai,

Array conducted a sound test in the field for the motors on 6/7/2017 and at (3) meters the ambient noise level is 43 db, and the motor running level is 53 db.

Please let me know if there are further questions.

Regards,
Dylan

DYLAN WRAGA
Sales Director
RPCS (RP Construction Services Inc.)
e dylan@rpcs.com

Yingli Green Energy Holding Co. Ltd.
英利绿色能源控股有限公司
3399 North Chaoyang Avenue
Baoding 071051, China
中国保定国家高新区朝阳北大街 3399 号（071051）

Date: Oct.24, 2018

Re: Questions about Yingli Solar Modules

To whom it may concern,

I am writing to address a few questions that you may have about Yingli solar modules.

Yingli solar modules do not produce any noise or release any gasses during operation. The use of Yingli solar modules is to convert sunlight into electricity; it will have no other affect to the surroundings, nor will it cause any health risks. Our products have been tested for safety and reliability by reputable third-party labs, and we apply tight quality control to ensure we meet the quality standards as enforced by the appropriate regulating bodies.

Sincerely,

Frank X. Wang

Sr. Manager, Commercial Operations

Yingli Green Energy

INCENTIVES

- **Federal Solar Tax Credit**
  - Deduct 30% of the cost of installing solar energy systems from your federal taxes.

- **Illinois Incentives**
  - **Net Metering**
    - A ComEd Program
    - If your solar system produces more energy than you need, you receive a credit on your utility bill.
  - **Solar Renewable Energy Credits**
    - Illinois is the only state that offers this program.
    - A production based incentive. Participants get a certain amount of money depending on how much energy their system uses.

MORE ON EMF

1. NC Clean Energy Technology Report – NC State University

The National Academies of Science were directed by Congress to examine the effect of EMF from PV systems and concluded:

"Based on a comprehensive evaluation of published studies relating to the effects of power-frequency electric and magnetic fields on cells, tissues, and organisms (including humans), **the conclusion of the committee is that the current body of evidence does not show that exposure to these fields presents a human-health hazard.** Specifically, no conclusive and consistent evidence shows that exposures to residential electric and magnetic fields produce cancer, adverse neurobehavioral effects, or reproductive and developmental effects."

2. Massachusetts Clean Energy Center

The International Commission on Non-Ionizing Radiation Protection has a **recommended magnetic field level exposure limit of 833 milli-Gauss (mG)** for the general public. At the utility scale [PV] sites, magnetic field levels along the fenced PV array boundary were in the very low range of 0.2 to 0.4 mG. **Magnetic field levels at the locations 50 to 150 feet from the fenced array boundary were not elevated above background levels (<0.2 mG).**

3. Independent Power Systems

Based on these findings in this limited test, I am very pleased to see that our system emits **negligible electromagnetic radiation.**

ncsolarcen-prod.s3.amazonaws.com/wp-content/uploads/2017/10/Health-and-Safety-Impacts-of-Solar-Photovoltaics-2017_white-paper-pdf
files.masscec.com/research/StudyAcousticEMFLevelsSolarPhotovoltaicProjects.pdf
solarips.com/2016/03/do-i-need-to-be-concerned-about-electromagnetic-radiation-from-my-solar-system/

GRNE SOLAR

COHNREZNICK PROPERTY VALUE STUDY 1

CohnReznick Impact Study Analysis Conclusions								
	Solar Farm	Adj. Property Number	Adjoining Property Sale (Test Area) Price Per Unit	Control Area Sales Median Price Per Unit	% Difference	Feet from Panel to Lot	Feet From Panel to House	Impact Found
1	Grand Ridge Solar	12	$79.90	$74.35	+7.46%	366	479	No Impact
2	Portage Solar	1	$8,000	$7,674	+4.25%	874	1,227	No Impact
	Portage Solar	7	$84.35	$84.27	+0.10%	1,196	1,320	No Impact
3	MPA Frankton	2	$25.58	$28.42	+0.56%	83	145	No Impact
	MPA Frankton	7	$52.40	$51.47	+1.81%	208	414	No Impact
4	Indy Solar III	Group 1 (4)	$59.10	$57.84	+2.18%	157 to	230 to	No Impact
	Indy Solar III	Group 2 (3)	$72.49	$71.52	+1.36%	329	404	No Impact
	Indy Solar III	2	$8,210	$8,091	+1.47%	186	n/a	No Impact
5	Valparaiso Solar LLC	10	$82.42	$79.95	+3.09%	400	521	No Impact
	Valparaiso Solar LLC	14	$82.11	$84.07	-3.06%	595	678	No Impact
Average Variance in Sale Prices for Test to Control Areas					***+1.92%***			

15 Adjoinging Test Sales Studied and compared to 63 Control Sales.

Marketing Time Averages: Adjoining Test Sales 162 days; Control Area Sales 171 days

https://www.mcleancountyil.gov/DocumentCenter/View/13192

GRNE SOLAR

COHNREZNICK PROPERTY VALUE STUDY 2

Paired Sale Analysis	Solar Farm	Adjoining Property Sales (Test Area) Price Per Unit	Control Area Sales Median Price Per Unit	% Difference	Impact Found
1	Rockford Solar Farm	$3,943	$4,075	-3.2%	No Impact
2	Grand Ridge Solar	$79.90	$74.36	+7.5%	No Impact
3	Portage Solar	$8,000	$7,674	+4.3%	No Impact
4	Portage Solar	$84.35	$84.27	+0.1%	No Impact
5	IMPA Frankton	$28.58	$28.42	+0.6%	No Impact
6	IMPA Frankton	$52.40	$51.47	+1.8%	No Impact
7	Indy Solar II	$59.81	$57.85	+3.4%	No Impact
8	Indy Solar II	$69.14	$70.96	-2.6%	No Impact
Average Variance in Sale Prices for Test to Control Areas				+1.5%	

http://www.oglecounty.org/document_center/planning%20&%20zoning/Solar%20Ad%20Hoc%20Committee/PV%20Impact%20Studies/CohnReznick%20Presentation%20-%20Proposed%20Elkhorn%20Solar%20Property%20Value%20Impact%20Study%2011-29-17Compressed.pdf

GRNE SOLAR

Hampton, Lenzini and Renwick, Inc.
Civil Engineers • Structural Engineers • Land Surveyors
www.hlrengineering.com

October 29, 2018

Mr. Eric Peterman
GRNE Solar
230 N. Hicks Place
Palatine, IL 60067

Re: Landscape Plan
Kendall County Solar Project
Yorkville, Kendall County, Illinois

Dear Mr. Peterman:

Hampton, Lenzini and Renwick, Inc. (HLR) has prepared the enclosed Landscape Plan for the proposed Kendall County Solar Project. The project is located southeast of the intersection of John Street and Beecher Street in Yorkville, Illinois. Per your direction, the Landscape Plan addresses only the southern boundary of the subject property.

We understand that mature tree heights are not to exceed 25 feet to prevent shade from affecting the productivity of the solar array. Please note that the United City of Yorkville Landscape Ordinance Chapter 12, 8-12-2.B.1 requires two shade trees, five evergreen trees and three ornamental trees per one hundred linear feet. None of the shade tree species in the Yorkville Permitted Planting List have mature heights of less than 25 feet. Therefore, approved ornamental trees were used as substitutes for shade trees (at a 2:1 ratio per the Ordinance). Also, per Ordinance requirements, no single genus represents more than 33 percent of the total number of species.

In order to potentially reduce landscaping costs, HLR reviewed the Permitted Planting List against the list of species currently present on the subject property. The only species present on both the list and the property is Japanese Tree Lilac (*Syringa reticulata* sp.). There are approximately 170 Japanese Tree Lilac on the property, although most were in mediocre condition, it is likely that 12 specimens in good condition can be found and installed along the southern property boundary as indicated on the Landscape Plan.

Please do not hesitate to contact me at 847-531-0288 if you should have any questions regarding this information.

Sincerely,

HAMPTON, LENZINI AND RENWICK, INC.

By: 

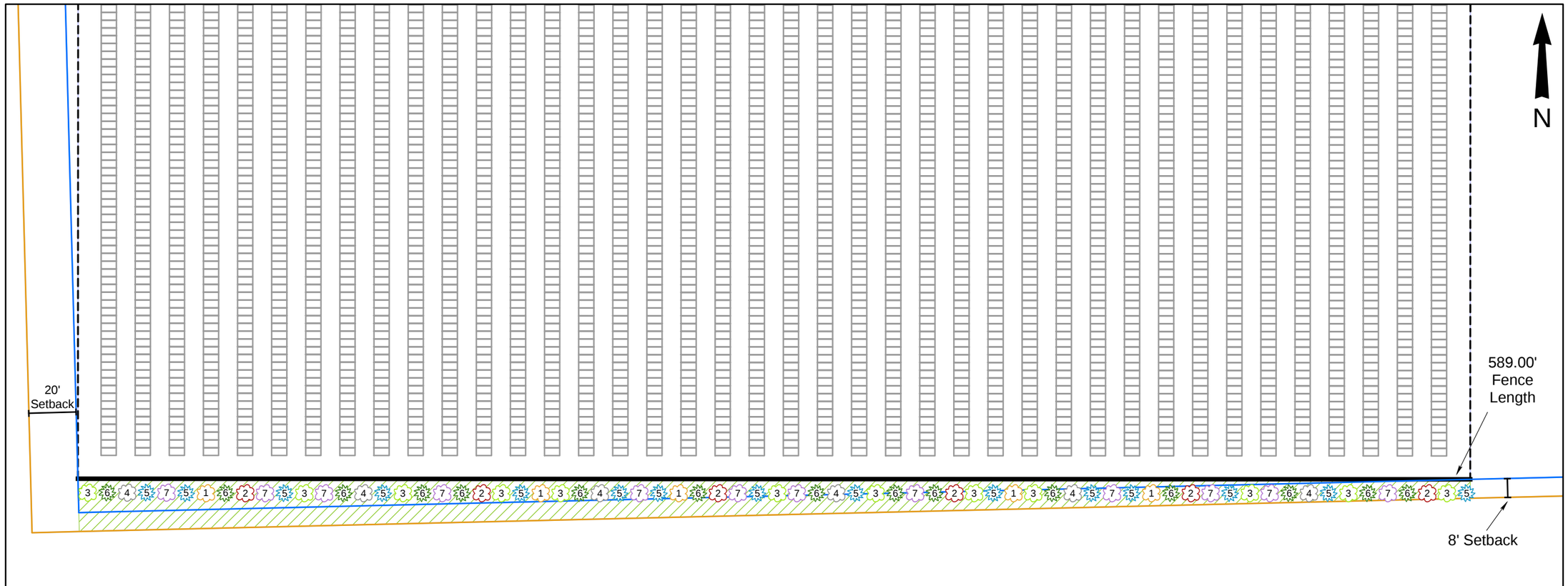
Patrick Hickey
Certified Arborist (IL-1832A)

Enclosure: Landscape Plan

GRNE Solar Kendall County Solar Project

Landscape Plan

10/29/2018

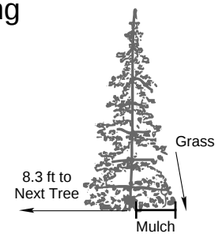


Project Description

- 7' High Fence
- Modules
- Project Boundary
- Inside of 8' Buffer (Setback)
- Parcel Boundaries

Proposed Landscaping

- Evergreen Trees
- Ornamental Trees
- Grass



Tree Detail

1) Three inches of mulch surrounding plantings.

2) Area in between trees will be grass (IDOT Class 1 Lawn Mixture or comparable).

3) Mulch is not to be placed against the trunk of the tree.

ID	Species	Common Name	Quantity	Install Height
1	Acer tataricum subsp ginnala sp.	Amur maple	5	6'
2	Cercis canadensis	Eastern redbud	6	6'
3	Cornus mas	Cornelian cherry dogwood	12	6'
4	Malas x 'Red Splendor'	Red Splendor crabapple	6	6'
5	Picea glauca var. densata	Black Hills spruce	15	8'
6	Pinus flexilis 'Vanderwolf'	Vanderwolf limber pine	15	8'
7	Syringa reticulata sp.	Japanese tree lilac	12	6'
		Total:	71	

Landscape Notes

1. Trees shall be typical of their variety or species, shall have a normal growth of spread and height, and shall be sound, healthy, vigorous, free of disease, insect pests and larvae, with well-developed root systems. Items broken major branches, or badly bruised or damaged bark, are not acceptable.

2. Trees shall be balled and burlapped, with firm, natural balls of earth. The balls shall be dug according to current nursery practices for sufficient depth and width to include adequate fibrous and feeding roots. No tree shall be accepted if the ball is broken before or during planting operations.

3. Trees shall be set plumb in center of the planting hole at same elevation as adjacent finished landscape grades. When set, additional topsoil backfill is to be placed around the base and sides of the root ball, and each layer worked to settle backfill and eliminate voids and air pockets. If balled and burlapped, burlap shall be removed from sides of balls and retained on bottoms.

4. Plant material shall be grown in nurseries from the central or northern Illinois region.

5. Spade harvested and transplanted plants shall meet all the requirements for field grown trees. Root ball diameters shall be of similar size as the ANSI Z60.1 requirements for balled and burlapped plants. Trees shall be harvested prior to leafing out (bud break) in the spring or during the fall planting period except for plants know to be considered as fall planting hazards. Plants that are fall planting hazards shall only be harvested prior to leafing out in the spring. Trees shall be moved and planted within 48 hours of the initial harvesting and shall remain in the spade machine until planted.

6. Install 4" minimum top soil to all planting areas, contractor is responsible for fine grading of planting areas. Remove stones, sticks, and debris larger than 1".

7. All installed trees to be mulched with 3" depth of partially decomposed hardwood mulch over weed barrier.

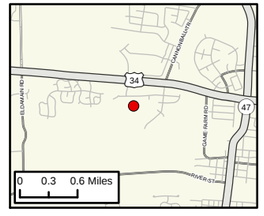
8. Guarantee all work for a period of one year beginning at the date of acceptance. Make all replacements promptly as per direction of owner.

9. Water and maintain all plant materials, until initial acceptance.

10. Coordinate installation with work of other sections.

11. Notification of JULIE, 811, is required for all planting areas. The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the local utility locator service.

GRNE SOLAR



Landscape Plan Prepared By:
Hampton, Lenzini and Renwick, Inc.
Civil & Structural Engineers • Land Surveyors • Environmental Specialists
ELGIN • WOODRIDGE • SPRINGFIELD • MT. CARMEL
www.hlrengineering.com

Amur Maple

Acer tataricum subsp ginnala sp.

Tree Type: Deciduous (loses leaves seasonally)

Mature Tree Height: 15 - 20 Feet

Mature Tree Span: 15 - 20 Feet

Features: Rounded form, clusters of yellow white flowers in spring

Fall Color: Mix of yellow and red



U of I Extension

Redbud

Cercis canadensis

Tree Type: Deciduous (loses leaves seasonally)

Mature Tree Height: 20 - 30 Feet

Mature Tree Span: 25 - 35 Feet

Features: Rose-pink to magenta flowers in early May, long pods that turn reddish-green to brown in winter

Fall Color: Yellow to yellow-green



Morton Arboretum

Cornelian Cherry Dogwood

Cornus mas

Tree Type: Deciduous (loses leaves seasonally)

Mature Tree Height: 20 - 25 Feet

Mature Tree Span: 15 - 20 Feet

Features: Small yellow flowers in spring, elongated bright red fruit ripening in late summer, bark is dark grey to reddish brown



Morton Arboretum

Red Splendor Crabapple

Malas x ‘Red Splendor’

Tree Type: Deciduous (loses leaves seasonally)

Mature Tree Height: 20 - 30 Feet

Mature Tree Span: 20 Feet

Features: Rounded form, pink flowers, red fruit

Fall Color: Reddish purple leaves in fall



Berhheim

Black Hills Spruce

Picea glauca var densata

Tree Type: Evergreen (year-round leaves)

Mature Tree Height: 20 - 40 Feet

Mature Tree Span: 10 - 15 Feet

Features: Scaly, silver grey color bark, green to blue green needles



Morton Arboretum

Vanderwolf Limber Pine

Pinus flexilis ‘Vanderwolf’

Tree Type: Evergreen (year-round leaves)

Mature Tree Height: 25 - 30 Feet

Mature Tree Span: 10 - 15 Feet

Features: Upright pyramids shape, bright blue-green twisted needles



Morton Arboretum, OSU, City of Seattle

Japanese Tree Lilac

Syringa reticulata sp.

Tree Type: Deciduous (loses leaves seasonally)

Mature Tree Height: 20 - 30 Feet

Mature Tree Span: 15 - 25 Feet

Features: Small white fragrant flowers, reddish brown bark with dark green leaves

Fall Color: yellow green leaves



Morton Arboretum

Memorandum

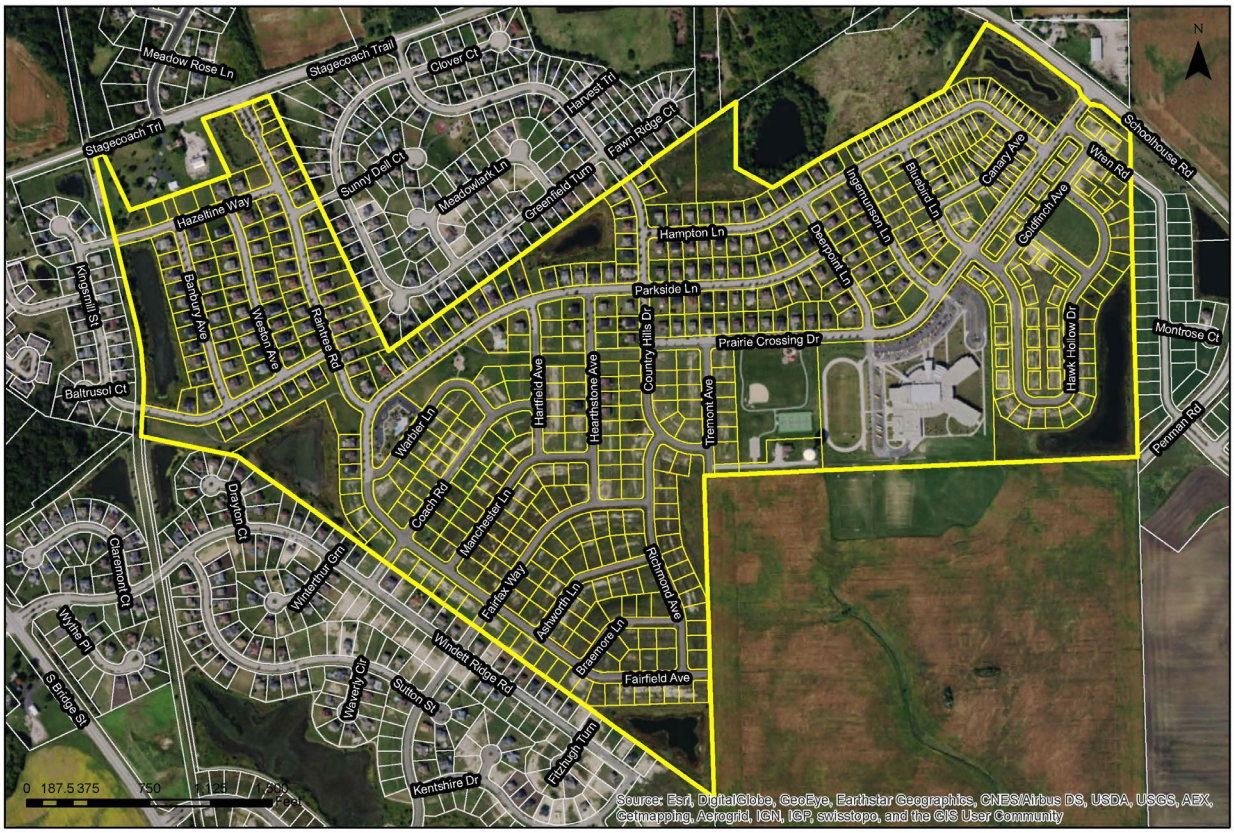
To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: November 19, 2019
Subject: **PZC 2019-30 Raintree Village – Unit 4 (PUD & Final Plat)**
Proposed PUD & Final Plat Amendment for Duplexes and Townhomes

---

Proposed Request:

The petitioner, CalAtlantic Group, Inc., is seeking Final Plat amendment approval to remove the EBE (Exception to Blanket Easements) and convert them to fee simple lots for approximately 32 lots consisting of 128 residential townhome units in Raintree Village Unit 4. Additionally, the petitioner is seeking to reduce the side yard setback from ten (10) feet to six (6) feet for Lots 262-284 in Raintree Village Unit 4 consisting of 34 residential duplex homesites (17 lots).

The subject property, located south of IL 71 and west of IL 126 in the southeast quadrant of the city, was originally annexed in 1997 and approved as a planned residential development in 2002 with roughly 650 single-family, duplex and townhome dwelling units. Currently, Unit 4 is partially built-out with townhomes and duplexes of which the developer owns 38 duplex units (19 lots) and 108 townhome units (27 lots). A recent development agreement with CalAtlantic Group was approved by the City permitting a prepayment of development fees and SSA improvement funds, a reduction in building permit fees and certain building code locks for five (5) years, until 2024.



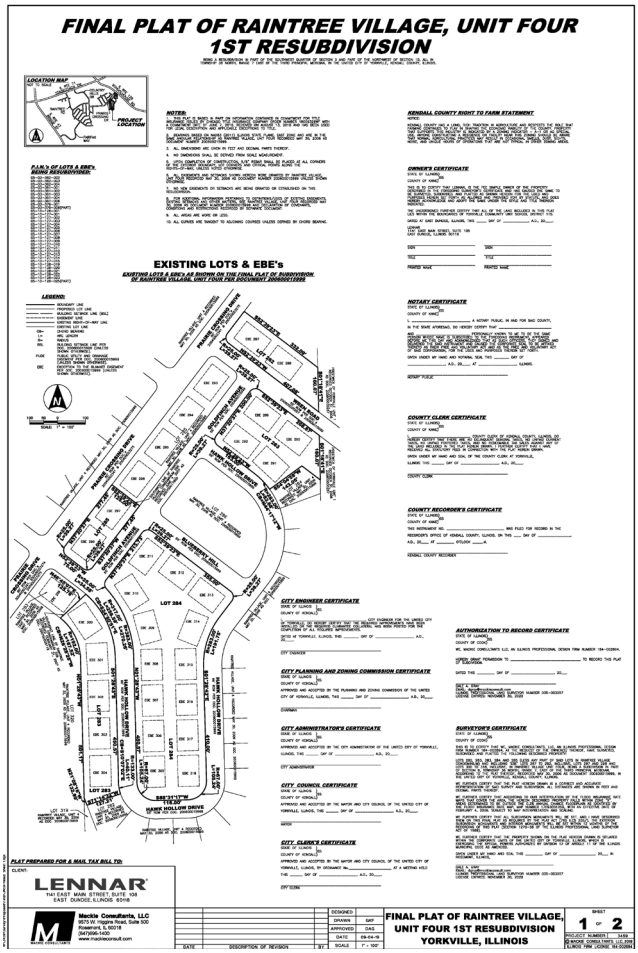
Raintree Village

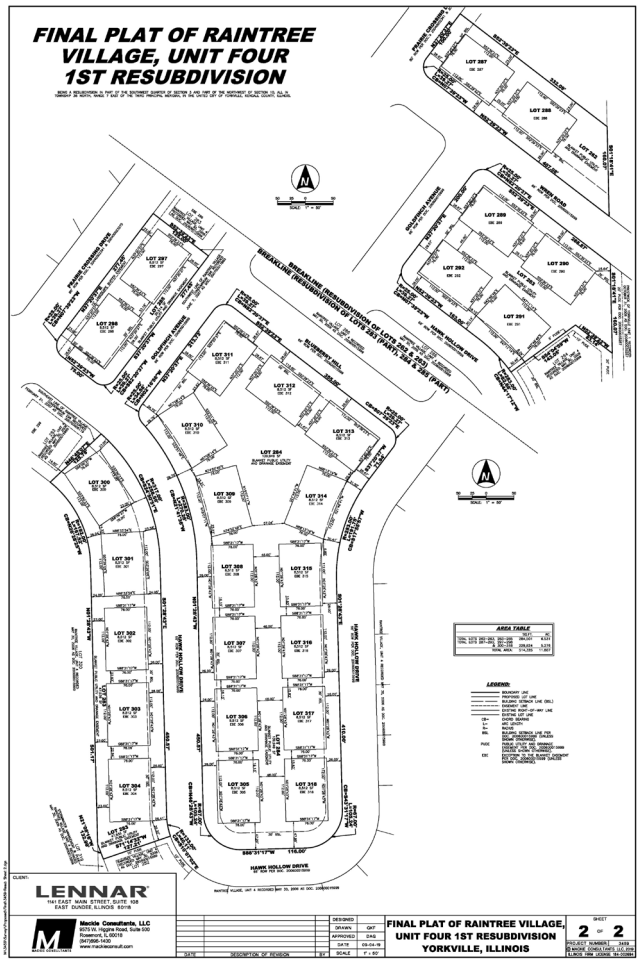
United City of Yorkville, Illinois
Yorkville GIS 3-30-2017

Proposed Final Plat of Resubdivision:

The proposed 1st Resubdivision of Unit 4 in Raintree Village, as prepared by Mackie Consultants, conforms to those originally approved final plat but seeks to revise the land where the townhome units are to be built on an "exception to blanket easement" (EBE) to a "fee simple" lot. The purpose for the requested change is for easier transfer of title. Generally, an "easement" is a non-possessory interest in a portion of real property, meaning, while the holder of the easement may use the land, they do not actually own it. Conversely, a "fee simple" lot results in a complete transfer of ownership rights.

The current final plat illustrates dashed lines representing the thirty-two (32) exceptions to the blanket easements are clustered throughout six (6) "super" lots depicted as a solid black line. Each exception easement consists of four (4) townhome units. On the proposed resubdivided final plat, each of the "exception to blanket easements" (EBE) have been converted to individual lots also consisting of four (4) townhomes. Additionally, the original "super" lots have been changed to common space outlots utilized as public utilities and surface drainage easements. The area breakdown of the proposed final platted area is as follows:



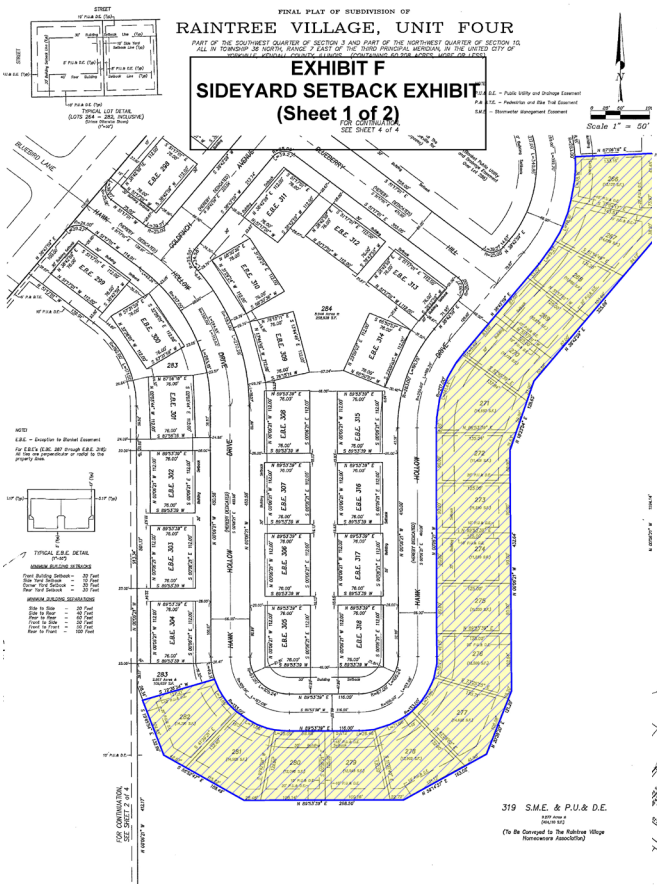


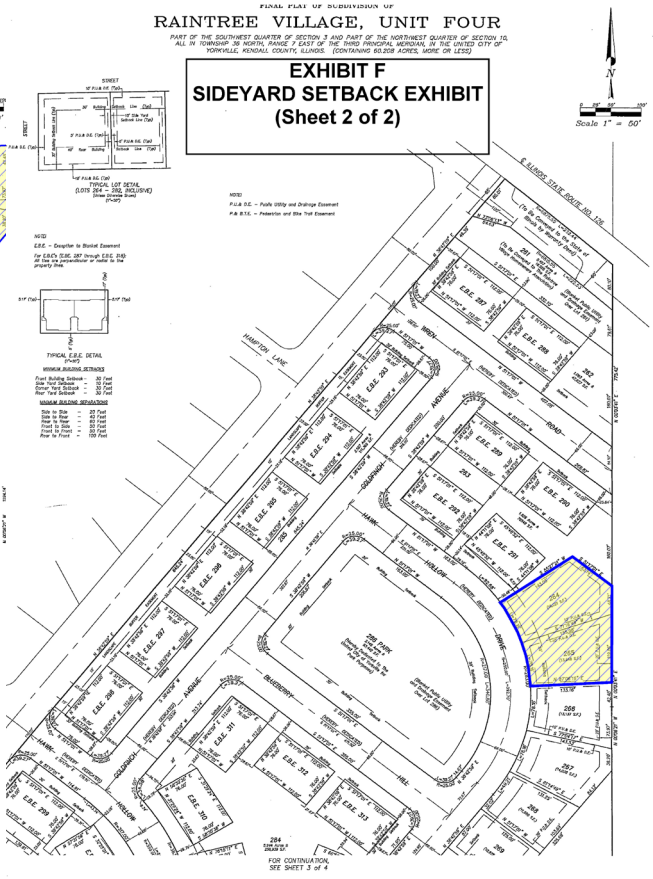
FINAL PLAT SUMMARY			
Original Final Plat		***Proposed Final Plat***	
Lot 262	EBE 287-288	Outlot A	Lots 287-288
Lot 263	EBE 289-292	Outlot B	Lots 289-292
Lot 283	EBE 300-304	Outlot D	Lots 300-304
Lot 284	EBE 305-318	Outlot E	Lots 305-318
Lot 285	EBE 297-298	Outlot C	Lots 297-298
TOTAL		**11.807 Acres**	**514,325 SF**

No other changes to building setbacks or minimum building separations are requested for the townhome lots in the proposed Final Plat of Raintree Village, Unit Four 1st Resubdivision as presented by the petitioner.

Proposed PUD Amendment for Building Setback:

The other request the petitioner seeks is for an adjustment to side yard setbacks in Unit 4 for the duplex units. Based on new products and market trends, the ranch-style duplexes are more desirable. With the wider building footprint of ranches, the current minimum side yard setback is not attainable. Therefore, the proposed reduction in minimum side yard from ten (10) feet to six (6) feet for Lots 262-284, consisting of 34 residential duplex homesites on 17 lots, is detailed below:





BUILDING SETBACK	REQUIRED MINIMUM	PROPOSED SETBACK
Front	30’	30’
Side (Interior)	**10’**	**6’**
Side (Corner)	30’	30’
Rear	40’	40’

As proposed, the minimum building-to-building separation would be twelve (12) feet. The City has approved other similar side yard setback reductions such as The Colonies, a villa-style single family home development in the Grande Reserve subdivision (minimum 7.5-foot side yard setback) and Heartland Meadows, age-restricted ranch home community which has a minimum five (5) foot side yard setback.

Staff Comments:

The proposed Final Plat of Raintree Village, Unit Four 1st Resubdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated November 13, 2019 were provided to the applicant (see attached). Staff is supportive of approving the Final Plat and the minor comments from the City Engineer will be addressed in a revised plat which will be submitted to the City prior to recordation.

Staff is also supportive of the requested side yard setback reduce as it is consistent with similar recent development such as Grande Reserve and Heartland Meadows. However, per the recently approved Development Agreement between the City and the petitioner via Ordinance No. 2019-27, Paragraph G Fire Suppression and Alarm Systems, provides that the builder will install sprinklers for the duplex and townhome units in accordance with the International Code Council 2009 IFC/13D Systems. The builder will also not be required to install alarm systems in the duplex dwelling units and this provision is locked in effect until the term of the development agreement, April 2029.

Since the approval of the Development Agreement, the City has adopted the International Code Council 2018 IFC which goes into effect on January 1, 2020. Due to the minimum building separation of the duplexes being reduced to twelve (12) feet, staff will defer to the Building Code Official and the Fire Marshal as to the best management practice to ensure exterior fire protection standards.

Standards for PUD Approval or Amendment:

The Planning and Zoning Commission may recommend approval of a special use for planned unit development or amendments to a Planned Unit Development (PUD) upon considering the following (Section 10-8-10-A):

1. In what respect does the design of the planned unit development meet the requirements and design standards of the development standards and design criteria.

2. The extent to which the proposed plan deviates and/or requires waivers of the bulk regulations in the zoning ordinance and how the modifications in design standards from the subdivision control regulations fulfill the intent of those regulations.

3. The extent of public benefit produced by the planned unit development, such as, but not limited to, the adequacy of common open space and/or public recreational facilities provided; sufficient control over vehicular traffic; provision of public services; provision and protection of the reasonable enjoyment of land.

4. The relationship and compatibility, beneficial or adverse, of the planned unit development to the adjacent properties and nearby land uses.

5. The extent to which the planned unit development fulfills the objectives of the future planning objectives or other planning policies of the city.

6. The Planning and Zoning Commission finds the planned unit development satisfactorily meets the standards for special use as defined in section 10-4-9 of the Zoning Ordinance which are as follows:

    a. 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.
    b. 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 diminishes and impair property values within the neighborhood.

c. 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.
d. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.
e. Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.
f. 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 planning and zoning commission.

Proposed Motions:

In consideration of the proposed Final Plat of Raintree Village, Unit Four 1st Resubdivision, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in plans prepared by Mackie Consultants, LLC dated last revised 11-11-19, subject to review comments provided by the City Engineer, EEI, Inc. dated November 13, 2019, and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

In consideration of testimony presented during a Public Hearing on January 8, 2020 and the standards for PUD approval and amendment, the Planning and Zoning Commission recommends approval to the City Council a reduction in side yard setback from ten (10) feet to six (6) feet for lots 262-284 in Unit 4 of the Raintree Village subdivision, as presented by the Petitioner Exhibit F Side Yard Setback, and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

Attachments:

1. Copy of Petitioner's Application
2. Final Plat of Raintree Village, Unit Four 1st Resubdivision prepared by Mackie Consultants, LLC and dated last revised 11-11-19.
3. Side Yard Setback Exhibit illustrating proposed amended setback from 10 feet to 6 feet.
4. EEI Letter to the City dated November 13, 2019.

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

APPLICATION FOR AGREEMENT AMENDMENT

INTENT AND PURPOSE:

Annexation Agreements specify the desired zoning and other requested approvals (i.e., bulk regulations, variances, building codes, development impacts and contributions, etc.) that will affect the property and successor owners. Planned Unit Development (PUD) Agreements are unique and a complex form of zoning which differs from the conventional approval process allowing for flexibility in the design and land use of larger scale developments. Such approvals require agreements that are contractual in nature, therefore an amendment must be sought when a change, minor or substantial, in the original terms of the annexation or Planned Unit Development (PUD) Agreement occurs.

This packet explains the process to successfully submit and complete an Application to Amend an Annexation or Planned Unit Development Agreement. It includes a detailed description of the process and the actual application itself. Please type the requied information in the application on your computer. The application will need to be printed and signed by the petitioner. The only item that needs to be submitted to the City from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

For a complete explanation of what is legally required throughout the Amendment process, please refer to "Title 10, Chapter 4, Section 10 Amendments" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE:

STAGE 1
Submit Application, Fees, and All Pertinent Information to the Community Development Department

STAGE 2
Plan Council Review *(if applicable)*

Meets on the 2nd and 4th Thursday of the Month

STAGE 3
Economic Development Committee

Meets on the 1st Tuesday of the Month

STAGE 4
Planning & Zoning Commission Public Hearing *(PUD only)*

Meets on the 2nd Wednesday of the Month

STAGE 5
City Council Public Hearing

Meets on the 2nd and 4th Tuesday of the Month

STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Three (3) 11" x 17" copies each of the exhibits, proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing one (1) electronic copy (pdf) of each of the following: signed application (complete with exhibits), proposed drawings, location map, and site plan. A Microsoft Word document with the legal description is also required.

Within one (1) week of submittal, the Community Development Department will determine if the aplication is complete or if additional information is needed. These materials must be submitted a minimum of forty five (45) days prior to the targeted Planning & Zoning Commission meeting. An incomplete submittal could delay the scheduling of the project.

Petitioner will be responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the city to cover these fees. The Petitioner Deposit Account/Acknowledgement of Financial Responsibility form is attached to this document and must be submitted with the application.

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

APPLICATION FOR AGREEMENT AMENDMENT

STAGE 2: PLAN COUNCIL REVIEW

Petitioner may present the proposed amended plan to the Plan Council. The Plan Council meets on the 2nd and 4th Thursday of the month The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. Upon recommendation by the Plan Council, petitioner will move forward to the Planning & Zoning Commission hearing.

STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE

Petitioner must present the proposed amendment agreement and/or plan to the Economic Development Committee. Economic Development Committee meets at 7:00 p.m. on the 1st Tuesday of each month in the Yorkville City Hall Conference Room. This session is to discuss and consider recommendations prior to full City Council considerations and provide informal feedback. The Economic Development Committee will submit its recommendation to City Council.

STAGE 4: PLANNING & ZONING COMMISSION PUBLIC HEARING (PUD ONLY)

Petitioner will attend a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. Notice will be placed in the Kendall County Record by the United City of Yorkville. The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. Twenty four (24) hours prior to the public hearing, a certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document and must be submitted prior to the scheduled Plan Commission meeting.

STAGE 5: CITY COUNCIL PUBLIC HEARING

Petitioner will attend the City Council meeting where the recommendation of the proposed amendment will be considered. The City Council meets on the 2nd and 4th Tuesdays of the month at 7:00pm. City Council will make the final approval of the amendment.

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the requirements stated above. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The petitioner has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The petitioner has not responded in writing to a request for information or documentation from the initial planning and zoning commission review within six (6) months from the date of that request.
- The petitioner has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the petitioner has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the petitioner's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the petitioner. (Ord. 2011-34, 7-26-2011)

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

APPLICATION FOR AGREEMENT AMENDMENT

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit	$500.00	Total: $
AMENDMENT	☐ Annexation	$500.00	Total: $ 500
	☐ Plan	$500.00	
	☐ Plat	$500.00	
	☑ P.U.D.	$500.00	
ANNEXATION	☐ $250.00 + $10 per acre for each acre over 5 acres		Total: $
_____ - 5 = _____ x $10 = _____ + $250 = $ _____			
# of Acres / Acres over 5 / Amount for Extra Acres / Total Amount			
REZONING	☐ $200.00 + $10 per acre for each acre over 5 acres		Total: $
If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee			
_____ - 5 = _____ x $10 = _____ + $200 = $ _____			
# of Acres / Acres over 5 / Amount for Extra Acres / Total Amount			
SPECIAL USE	☐ $250.00 + $10 per acre for each acre over 5 acres		Total: $
_____ - 5 = _____ x $10 = _____ + $250 = $ _____			
# of Acres / Acres over 5 / Amount for Extra Acres / Total Amount			
ZONING VARIANCE	☐ $85.00 + $500.00 outside consultants deposit		Total: $
PRELIMINARY PLAN FEE	☐ $500.00		Total: $
PUD FEE	☐ $500.00		Total: $
FINAL PLAT FEE	☐ $500.00		Total: $
ENGINEERING PLAN REVIEW DEPOSIT	☐ Less than 1 acre	$1,000.00	Total: $
	☐ Over 1 acre, less than 10 acres	$2,500.00	
	☐ Over 10 acres, less than 40 acres	$5,000.00	
	☐ Over 40 acres, less than 100 acres	$10,000.00	
	☐ Over 100 acres	$20,000.00	
OUTSIDE CONSULTANTS DEPOSIT *Legal, land planner, zoning coordinator, environmental services*	For Annexation, Subdivision, Rezoning, and Special Use:		Total: $
	☐ Less than 2 acres	$1,000.00	
	☐ Over 2 acres, less than 10 acres	$2,500.00	
	☐ Over 10 acres	$5,000.00	
		TOTAL AMOUNT DUE:	

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

APPLICATION FOR AGREEMENT AMENDMENT

DATE: 10/17/19	PZC NUMBER:	DEVELOPMENT NAME: Raintree - Unit 4
PETITIONER INFORMATION		
NAME: Richard Murphy		COMPANY: Lennar Homes
MAILING ADDRESS: 1141 E Main Street, Suite 108		
CITY, STATE, ZIP: East Dundee, IL 60118		TELEPHONE: 224-293-3115
EMAIL: richard.murphy@lennar.com		FAX:
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: CalAtlantic Group, Inc (a fully owned subsidiary of Lennar Homes)		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: See Exhibit B		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: Raintree Unit 4, Hawk Hollow Drive, south of Prairie Crossing Drive		
CURRENT ZONING CLASSIFICATION: R2 PUD		
LIST ALL GOVERNMENTAL ENTITIES OR AGENCIES REQUIRED TO RECEIVE NOTICE UNDER ILLINOIS LAW:		
ZONING AND LAND USE OF SURROUNDING PROPERTIES		
NORTH: R-2 PUD		
EAST: R-2 SF		
SOUTH: R-2 SF		
WEST: R-2 PUD		

KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)			
See Exhibit B			

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

PROPERTY INFORMATION

NAME OF AGREEMENT: Raintree

DATE OF RECORDING:

SUMMARIZE THE ITEMS TO BE AMENDED FROM THE EXISTING AGREEMENT:

Amend minumum sideyard setbacks for Lots 264-282 to 6.0' feet, from current 10.0' minimum

ATTACHMENTS

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

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (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".

Petitioner must attach a true and correct copy of the existing agreement and title it as "Exhibit C".

Petitioner must attach amendments from the existing agreement and title it as "Exhibit D".

EXHIBIT A - LEGAL DESCRIPTION
EXHIBIT B - ADDRESSES/CURRENT PINS
EXHIBIT C - EXISTING PUD AGREEMENT
EXHIBIT D - LOCATION MAP
EXHIBIT E - RAINTREE UNIT 4 PLAT OF SUBDIVISION
EXHIBIT F - SETBACK EXHIBIT

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

APPLICATION FOR AGREEMENT AMENDMENT

ATTORNEY INFORMATION	
NAME: Harold Francke	COMPANY: Meltzer, Purtill & Stelle LLC
MAILING ADDRESS: 1515 E. Woodfield Road, Second Floor	
CITY, STATE, ZIP: Schaumburg, IL 60173	TELEPHONE: 847-330-6068
EMAIL: hfrancke@mpslaw.com	FAX:
ENGINEER INFORMATION	
NAME: Ryan Martin	COMPANY: Mackie Consultants
MAILING ADDRESS: 9575 W. Higgins Road, Suite 500	
CITY, STATE, ZIP: Rosemont, IL 60018	TELEPHONE: 847-696-1400
EMAIL: rmartin@mackieconsult.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Dale Gray	COMPANY: Mackie Consultants
MAILING ADDRESS: 9575 W. Higgins Road, Suite 500	
CITY, STATE, ZIP: Rosemont, IL 60018	TELEPHONE: 847-696-1400
EMAIL: dgray@makieconsult.com	FAX:

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.

Richard A Murphy — 10/17/19

PETITIONER SIGNATURE — DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

OWNER SIGNATURE — DATE

United City of Yorkville
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

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 1141 E Main Street, Suite 108

APPLICATION/APPROVAL TYPE (*check appropriate box(es) of approval requested*):

☐ CONCEPT PLAN REVIEW	☑ AMENDMENT (TEXT)	☐ ANNEXATION	☐ REZONING
☐ SPECIAL USE	☐ MILE AND 1/2 REVIEW	☐ ZONING VARIANCE	☐ PRELIMINARY PLAN
☐ FINAL PLANS	☐ PLANNED UNIT DEVELOPMENT	☐ 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:
MAILING ADDRESS: 1141 E Main Street, Suite 108	
CITY, STATE, ZIP: East Dundee, IL 60118	TELEPHONE: 224-293-3110
EMAIL: scott.guerard@lennar.com	FAX:

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.

Christopher Gillen	Division President
PRINT NAME	TITLE
SIGNATURE	10/17/19
	DATE

ACCOUNT CLOSURE AUTHORIZATION

DATE REQUESTED: _____ ☐ COMPLETED ☐ INACTIVE

PRINT NAME: _____ ☐ WITHDRAWN ☐ COLLECTIONS

SIGNATURE: _____ ☐ OTHER

DEPARTMENT ROUTING FOR AUTHORIZATION: ☐ COM. DEV. ☐ BUILDING ☐ ENGINEERING ☐ FINANCE ☐ ADMIN.

EXHIBIT A

Description:

LOTS 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281 AND 282 ALL IN RAINTREE VILLAGE, UNIT 4 SUBDIVISION, RECORDED AS DOCUMENT 2006000015999. ALL IN PART OF THE SW 1/4 OF SECTION 3 AND PART OF THE NW 1/4 OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXHIBIT B

Address List for Raintree Village Unit 4 City of Yorkville, IL

Unit Number	Lot Number	Street Number	Street Name	Product	PINS
4	264-1	1324	Hawk Hollow Drive	Duplex	05-03-381-005
	264-2	1322	Hawk Hollow Drive		
4	265-1	1320	Hawk Hollow Drive	Duplex	05-10-128-001
	265-2	1312	Hawk Hollow Drive		
4	266-1	1304	Hawk Hollow Drive	Duplex	05-10-128-002
	266-2	1302	Hawk Hollow Drive		
4	267-1	1294	Hawk Hollow Drive	Duplex	05-10-128-003
	267-2	1292	Hawk Hollow Drive		
4	268-1	1284	Hawk Hollow Drive	Duplex	05-10-128-004
	268-2	1282	Hawk Hollow Drive		
4	269-1	1274	Hawk Hollow Drive	Duplex	05-10-128-005
	269-2	1272	Hawk Hollow Drive		
4	270-1	1264	Hawk Hollow Drive	Duplex	05-10-128-006
	270-2	1262	Hawk Hollow Drive		
4	271-1	1254	Hawk Hollow Drive	Duplex	05-10-128-007
	271-2	1252	Hawk Hollow Drive		
4	272-1	1244	Hawk Hollow Drive	Duplex	05-10-128-008
	272-2	1242	Hawk Hollow Drive		
4	273-1	1232	Hawk Hollow Drive	Duplex	05-10-128-009
	273-2	1234	Hawk Hollow Drive		
4	274-1	1224	Hawk Hollow Drive	Duplex	05-10-128-010
	274-2	1222	Hawk Hollow Drive		
4	275-1	1220	Hawk Hollow Drive	Duplex	05-10-128-011
	275-2	1212	Hawk Hollow Drive		
4	276-1	1204	Hawk Hollow Drive	Duplex	05-10-128-012
	276-2	1202	Hawk Hollow Drive		
4	277-1	1198	Hawk Hollow Drive	Duplex	05-10-128-013
	277-2	1196	Hawk Hollow Drive		
4	278-1	1194	Hawk Hollow Drive	Duplex	05-10-128-014
	278-1	1192	Hawk Hollow Drive		
4	279-1	1188	Hawk Hollow Drive	Duplex	05-10-128-015
	279-2	1186	Hawk Hollow Drive		
4	280-1	1184	Hawk Hollow Drive	Duplex	05-10-128-016
	280-2	1182	Hawk Hollow Drive		
4	281-1	1178	Hawk Hollow Drive	Duplex	05-10-128-017
	281-2	1176	Hawk Hollow Drive		
4	282-1	1174	Hawk Hollow Drive	Duplex	05-10-128-018
	282-2	1172	Hawk Hollow Drive		

Address List for Raintree Village Unit 4 City of Yorkville, IL

Unit Number	Lot Number	Street Number	Street Name	Product	PINS
TOWNHOMES					
4	287-1	1842	Wren Road	Townhome	05-03-382-002
4	287-2	1844	Wren Road	Townhome	
4	287-3	1846	Wren Road	Townhome	
4	287-4	1848	Wren Road	Townhome	
4	288-1	1852	Wren Road	Townhome	05-03-382-003
4	288-2	1854	Wren Road	Townhome	
4	288-3	1856	Wren Road	Townhome	
4	288-4	1858	Wren Road	Townhome	
4	289-1	1867	Wren Road	Townhome	05-03-381-001
4	289-2	1865	Wren Road	Townhome	
4	289-3	1863	Wren Road	Townhome	
4	289-4	1861	Wren Road	Townhome	
4	290-1	1887	Wren Road	Townhome	05-03-381-002
4	290-2	1885	Wren Road	Townhome	
4	290-3	1883	Wren Road	Townhome	
4	290-4	1881	Wren Road	Townhome	
4	291-1	1338	Hawk Hollow Drive	Townhome	05-03-381-004
4	291-2	1336	Hawk Hollow Drive	Townhome	
4	291-3	1334	Hawk Hollow Drive	Townhome	
4	291-4	1332	Hawk Hollow Drive	Townhome	
4	292-1	1348	Hawk Hollow Drive	Townhome	05-03-381-003
4	292-2	1346	Hawk Hollow Drive	Townhome	
4	292-3	1344	Hawk Hollow Drive	Townhome	
4	292-4	1342	Hawk Hollow Drive	Townhome	
4	297-1	1121	Goldfinch Avenue	Townhome	05-03-379-001
4	297-2	1123	Goldfinch Avenue	Townhome	
4	297-3	1125	Goldfinch Avenue	Townhome	
4	297-4	1127	Goldfinch Avenue	Townhome	
4	298-1	1111	Goldfinch Avenue	Townhome	05-10-126-001
4	298-2	1113	Goldfinch Avenue	Townhome	
4	298-3	1115	Goldfinch Avenue	Townhome	
4	298-4	1117	Goldfinch Avenue	Townhome	
4	300-1	1122	Hawk Hollow Drive	Townhome	05-10-128-023
4	300-2	1120	Hawk Hollow Drive	Townhome	
4	300-3	1112	Hawk Hollow Drive	Townhome	
4	300-4	1110	Hawk Hollow Drive	Townhome	

Address List for Raintree Village Unit 4 City of Yorkville, IL

Unit Number	Lot Number	Street Number	Street Name	Product	PINS
4	301-1	1132	Hawk Hollow Drive	Townhome	05-10-128-022
4	301-2	1128	Hawk Hollow Drive	Townhome	
4	301-3	1126	Hawk Hollow Drive	Townhome	
4	301-4	1124	Hawk Hollow Drive	Townhome	
4	302-1	1142	Hawk Hollow Drive	Townhome	05-10-128-021
4	302-2	1138	Hawk Hollow Drive	Townhome	
4	302-3	1136	Hawk Hollow Drive	Townhome	
4	302-4	1134	Hawk Hollow Drive	Townhome	
4	303-1	1152	Hawk Hollow Drive	Townhome	05-10-128-020
4	303-2	1148	Hawk Hollow Drive	Townhome	
4	303-3	1146	Hawk Hollow Drive	Townhome	
4	303-4	1144	Hawk Hollow Drive	Townhome	
4	304-1	1162	Hawk Hollow Drive	Townhome	05-10-128-019
4	304-2	1158	Hawk Hollow Drive	Townhome	
4	304-3	1156	Hawk Hollow Drive	Townhome	
4	304-4	1154	Hawk Hollow Drive	Townhome	
4	305-1	1159	Hawk Hollow Drive	Townhome	05-10-127-009
4	305-2	1161	Hawk Hollow Drive	Townhome	
4	305-3	1163	Hawk Hollow Drive	Townhome	
4	305-4	1165	Hawk Hollow Drive	Townhome	
4	306-1	1151	Hawk Hollow Drive	Townhome	05-10-127-010
4	306-2	1153	Hawk Hollow Drive	Townhome	
4	306-3	1155	Hawk Hollow Drive	Townhome	
4	306-4	1157	Hawk Hollow Drive	Townhome	
4	307-1	1143	Hawk Hollow Drive	Townhome	05-10-127-011
4	307-2	1145	Hawk Hollow Drive	Townhome	
4	307-3	1147	Hawk Hollow Drive	Townhome	
4	307-4	1149	Hawk Hollow Drive	Townhome	
4	308-1	1135	Hawk Hollow Drive	Townhome	05-10-127-012
4	308-2	1137	Hawk Hollow Drive	Townhome	
4	308-3	1139	Hawk Hollow Drive	Townhome	
4	308-4	1141	Hawk Hollow Drive	Townhome	
4	309-1	1125	Hawk Hollow Drive	Townhome	05-10-127-013
4	309-2	1127	Hawk Hollow Drive	Townhome	
4	309-3	1129	Hawk Hollow Drive	Townhome	
4	309-4	1131	Hawk Hollow Drive	Townhome	

Address List for Raintree Village Unit 4 City of Yorkville, IL

Unit Number	Lot Number	Street Number	Street Name	Product	PINS
4	310-1	1109	Hawk Hollow Drive	Townhome	05-10-127-014
4	310-2	1111	Hawk Hollow Drive	Townhome	
4	310-3	1121	Hawk Hollow Drive	Townhome	
4	310-4	1123	Hawk Hollow Drive	Townhome	
4	311-1	1124	Goldfinch Avenue	Townhome	05-10-127-001
4	311-2	1122	Goldfinch Avenue	Townhome	
4	311-3	1120	Goldfinch Avenue	Townhome	
4	311-4	1112	Goldfinch Avenue	Townhome	
4	312-1	2079	Blueberry Hill	Townhome	05-10-127-002
4	312-2	2077	Blueberry Hill	Townhome	
4	312-3	2075	Blueberry Hill	Townhome	
4	312-4	2073	Blueberry Hill	Townhome	
4	313-1	2089	Blueberry Hill	Townhome	05-10-127-003
4	313-2	2087	Blueberry Hill	Townhome	
4	313-3	2085	Blueberry Hill	Townhome	
4	313-4	2083	Blueberry Hill	Townhome	
4	314-1	1251	Hawk Hollow Drive	Townhome	05-10-127-004
4	314-2	1253	Hawk Hollow Drive	Townhome	
4	314-3	1255	Hawk Hollow Drive	Townhome	
4	314-4	1257	Hawk Hollow Drive	Townhome	
4	315-1	1241	Hawk Hollow Drive	Townhome	05-10-127-005
4	315-2	1243	Hawk Hollow Drive	Townhome	
4	315-3	1245	Hawk Hollow Drive	Townhome	
4	315-4	1247	Hawk Hollow Drive	Townhome	
4	316-1	1231	Hawk Hollow Drive	Townhome	05-10-127-006
4	316-2	1233	Hawk Hollow Drive	Townhome	
4	316-3	1235	Hawk Hollow Drive	Townhome	
4	316-4	1237	Hawk Hollow Drive	Townhome	
4	317-1	1221	Hawk Hollow Drive	Townhome	05-10-127-007
4	317-2	1223	Hawk Hollow Drive	Townhome	
4	317-3	1225	Hawk Hollow Drive	Townhome	
4	317-4	1227	Hawk Hollow Drive	Townhome	
4	318-1	1201	Hawk Hollow Drive	Townhome	05-10-127-008
4	318-2	1203	Hawk Hollow Drive	Townhome	
4	318-3	1205	Hawk Hollow Drive	Townhome	
4	318-4	1207	Hawk Hollow Drive	Townhome	

Address List for Raintree Village Unit 4 City of Yorkville, IL

Unit Number	Lot Number	Street Number	Street Name	Product	PINS
Existing TH					
4	EBE 296-1	1131	Goldfinch Avenue	Townhome	05-03-379-012
	EBE 296-2	1133	Goldfinch Avenue	Townhome	05-03-379-013
	EBE 296-3	1135	Goldfinch Avenue	Townhome	05-03-379-014
	EBE 296-4	1137	Goldfinch Avenue	Townhome	05-03-379-015
4	EBE 295-1	1141	Goldfinch Avenue	Townhome	05-03-379-007
	EBE 295-2	1143	Goldfinch Avenue	Townhome	05-03-379-008
	EBE 295-3	1145	Goldfinch Avenue	Townhome	05-03-379-009
	EBE 295-4	1147	Goldfinch Avenue	Townhome	05-03-379-010
4	EBE 294-1	1151	Goldfinch Avenue	Townhome	05-03-379-017
	EBE 294-2	1153	Goldfinch Avenue	Townhome	05-03-379-018
	EBE 294-3	1155	Goldfinch Avenue	Townhome	05-03-379-019
	EBE 294-4	1157	Goldfinch Avenue	Townhome	05-03-379-020
4	EBE 293-1	1161	Goldfinch Avenue	Townhome	05-03-379-022
	EBE 293-2	1163	Goldfinch Avenue	Townhome	05-03-379-023
	EBE 293-3	1165	Goldfinch Avenue	Townhome	05-03-379-024
	EBE 293-4	1167	Goldfinch Avenue	Townhome	05-03-379-025
4	EBE 299-1	1108	Hawk Hollow Dr	Townhome	05-10-128-027
	EBE 299-2	1106	Hawk Hollow Dr	Townhome	05-10-128-028
	EBE 299-3	1104	Hawk Hollow Dr	Townhome	05-10-128-029
	EBE 299-4	1102	Hawk Hollow Dr	Townhome	05-10-128-030

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

200300002858
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
01-28-2003 At 02:16 PM.
ORDINANCE 18.00

ORDINANCE NO. 2002 - 52

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT OF WYNDHAM DEERPOINT HOMES and CREEK PARTNERS, L.L.C. (THE HIGHLANDS SUBDIVISION)

WHEREAS, it is in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement pertaining to the annexation and development of the real estate described on Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement has been drafted and has been considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1, as amended, for the execution of said Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement has been fully complied with; and

WHEREAS, the property is contiguous to the City.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: That the Mayor and City Clerk are herewith authorized and directed to execute, on behalf of the City, an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement concerning the annexation and development of the real estate described therein, a copy of which Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement is attached hereto and made a part hereof.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

MIKE ANDERSON	yes	JOSEPH BESCO	yes
VALERIE BURD	yes	PAUL JAMES	yes
LARRY KOT	yes	MARTY MUNNS	absent
ROSE SPEARS	yes	RICHARD STICKA	yes

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this

10th day of December, A.D. 2002

MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this

10th day of December, A.D. 2002.

Attest:
CITY CLERK

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

Wehrli Property
Legal Description

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.36 FEET TO A POINT THAT IS NORTH 00° 04' 21" WEST 2306.58 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88°56' 46" EAST 2652.37 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO AN OLD CLAIM LINE RUNNING NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID OLD CLAIM LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE NORTH 00° 08' 09" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57° 59' 05" EAST ALONG SAID OLD CLAIM LINE, 299.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01° 51' 32" WEST, 402.10 FEET; THENCE SOUTH 59° 25' 54" EAST, 256.51 FEET; THENCE NORTH 59° 55' 25" EAST, 355.65 FEET; THENCE NORTH 62° 43' 29" EAST, 853.57 FEET; THENCE NORTH 33° 24' 40" EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126; THENCE NORTHWESTERLY ...NG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2292.01 FEET AND A RADIAL ...RING OF SOUTH 20° 23' 51" WEST AT THE LAST DESCRIBED POINT, 509.41 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 57° 59' 05" WEST ALONG SAID OLD CLAIM LINE, 1304.80 FEET TO THE POINT OF BEGINNING;) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (COMMONLY KNOWN AS THE WHERLI FARM)

U:\RMG\yorkville\highlandsannexationagr7.wpd
12/10/02

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

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

200300002859
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
01-28-2003 At 02:16 PM.
ANNEX AGREE 106.00

AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT
(The Highlands Subdivision)

THIS AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT ("**Agreement**"), is made and entered as of the 17th day of Dec., 2002, by and between WYNDHAM DEERPOINT HOMES, an Illinois partnership ("**OWNER and DEVELOPER**") CREEK PARTNERS, L.L.C., an Illinois limited liability company ("**OWNER**"), and the UNITED CITY OF YORKVILLE, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois ("**City**") by and through its Mayor and Alderman ("**Corporate Authorities**"). OWNER, DEVELOPER and the City are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. OWNER is the OWNER of record of those certain parcels of real estate legally described on Exhibit "A" attached hereto ("**Highlands Property**").

B. OWNER and the City, together with the OWNER of certain other property have heretofore entered into that certain Annexation Agreement dated March 28, 1997 and amended June 24, 1999 with City ("**Annexation Agreement**") which provided for, among other things, the annexation of a portion of the Highlands Property to the City. Annexed as a part of the Annexation Agreement was a parcel of property adjacent to the west, of approximately 186 acres commonly referred to as the Doeschtman property **("Doeschtman Property").**

C. The Doeschtman Property has heretofore been annexed to the corporate limits of the City in accordance with the provisions of the Annexation Agreement.

D. The OWNER is in fee title to the property contiguous to the Doeschtman Property and commonly known as the Wehrli Parcel (**"Wehrli Parcel"**)(approximately 134 acres) The Doeschtman and Wehrli Properties are collectively referred to as the Highlands Property). The OWNER desires to annex additional property on exhibit A to the City for the purposes of developing one contiguous planned unit development (PUD) known as the Highlands Subdivision (approximately 320 acres).

E. DEVELOPER desires to proceed with the development thereof for residential use in accordance with the terms and provisions of this Agreement.

F. DEVELOPER further desires to amend the Annexation Agreement as it pertains to the Doetschman Property in accordance with the terms and provisions of this Agreement in order to facilitate the development of the Property for a residential Planned Unit Development, and the City is agreeable to amending the Annexation Agreement as it pertains to the Doetschman Property in accordance with the terms and provisions of this Agreement. This Agreement is not intended, and shall not be construed, to alter or amend the Annexation Agreement and the rights, duties and obligations thereunder as the same pertains to the other real estate being the subject of the Annexation Agreement.

G. DEVELOPER proposes that a portion of the Highlands Property as legally described and depicted in Exhibit "B" attached hereto (**"R-2 Parcel"**) be rezoned as a PUD under the R-2 One-Family Residence District, and R-2d2, duplex provisions of the City Zoning Ordinance (**"Zoning Ordinance"**), Residence District with a Special Use for a Planned Unit Development with single-family, and duplex residences.

H. All public hearings, as required by law, have been duly held by the appropriate hearing bodies of the City upon the matters covered by this Agreement.

I. The City and DEVELOPER have given all appropriate notices due to be given pursuant to applicable provisions of the Illinois Compiled Statutes and the City Code.

J. The Corporate Authorities, after due and careful consideration, have concluded that the Agreement of the Annexation Agreement in accordance with the terms and provisions of this Agreement, and the rezoning, subdivision and development of the Doetschman and Wehrli Property as provided for herein, will inure to the benefit and improvement of the City in that it will increase the taxable value of the real property within its corporate limits, promote the sound planning and development of the City and will otherwise enhance and promote the general welfare of the people of the City.

K.

(i) Each party agrees that it is in the best interests of the OWNER and DEVELOPER and the City to annex and develop the subject real property described in the Attached

Exhibit "A" as a Planned Unit Development (PUD) establishing a unique character and to provide for the orderly flow of traffic in the development and to adjoining real property.

(ii) Each party agrees that it is in the best interest of the local governmental bodies affected and the DEVELOPER and OWNER to provide for specific performance standards in the development of the subject property.

(iii) Each party agrees that a substantial impact will be had on the services of the United City of Yorkville and the Yorkville School District by development of said real property.

(iv) The subject real property is located contiguous to the corporate boundaries of the CITY; and not within the cororate boundaries of any other municipality.

L. It is the desire of the CITY, DEVELOPER and OWNER that the development and use of the Highlands Property proceed as conveniently as may be, in accordance with the terms and provisions of this Agreement, and be subject to the applicable ordinances, codes and regulations of the CITY now in force and effect, except as otherwise provided in this Agreement.

M. The CITY's Plan Commission has considered the Petition, and the CITY Council has heretofore both requested and approved the proposed land use and the zoning of the same at the request of OWNER/DEVELOPER.

N. The OWNER/DEVELOPER and its representatives have discussed the proposed annexation and have had public meetings with the Plan Commission and the CITY Council, and prior to the execution hereof, notice was duly published and a public hearing was held to consider this Agreement, as required by the statutes of the State of Illinois in such case made and provided.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties hereto agree to enter into this Agreement and to supplement and in addition to the Petition for Zoning and Annexation and drawings submitted therewith, including the approved Preliminary Plat of Subdivision to be approved by the CITY Council upon the following terms and conditions and in consideration of the various agreements made between the parties:

1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant to and in accordance with the provisions of the CITY Ordinances and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.

2. ZONING. As soon as reasonably practicable following the execution of this Agreement, the Corporate Authorities shall adopt such ordinances as may be necessary and appropriate to rezone the Property under the R-2 One-Family Residence District and R2D-2 Duplex Two Family Residence District of the CITY Zoning Ordinance ("**Zoning Ordinance**"), One Family Residence District with a Special Use for a Planned Unit Development. The zoning map of the CITY shall thereupon be modified to reflect the classifications of the Highlands Property as aforesaid.

3. SUBDIVISION OF HIGHLANDS PROPERTY.

A. Approval of Preliminary Plan (Preliminary Plat, Preliminary Landscaping and Preliminary Engineering). DEVELOPER has submitted to the CITY a preliminary plat of subdivision for the Highlands Property prepared by Land Vision, Inc., a copy of which preliminary plat is attached hereto and made a part hereof as Exhibit "C" ("**Preliminary Plat**"). DEVELOPER has also submitted to the CITY a preliminary landscape plan for the Highlands Property (Prepared by Gary Webber and Associates, a copy of which is attached hereto as Exhibit "C-1" ("**Preliminary Landscape Plan**") and preliminary engineering prepared by Jacob and Heffner Associates, P.C. , a copy of which preliminary engineering is attached hereto as Exhibit "D ("**Preliminary** Engineering"). The Preliminary Plat, Preliminary Landscape Plan and Preliminary Engineering are collectively referred to as the **Preliminary Plan**. Prior to execution of this Agreement, DEVELOPER has submitted the Preliminary Plan to the Plan Commission of the CITY and said Plan Commission has recommended approval of the Preliminary Plan as complying with all the provisions of the Subdivision Regulations and the Zoning Ordinance of the CITY, except for those items for which variations or deviations have been granted, as set forth in this Agreement. In accordance with the development concepts set forth on the Preliminary Plan, the Highlands Property shall be developed in substantial accordance with the one family and two family dwelling unit concepts set forth therein, with a total buildable subdivided lot count of 405 one family lots and 117 two family lots (234 units) (639 total dwelling units) within the Highlands Property, subject to Final Plat and Final Engineering review, as defined in Paragraph 3.B hereof.

The Highlands Property shall be developed in the manner and in accordance with the development concept set forth in the Preliminary Plat, and such development shall be in full conformance with the CITY's Zoning Ordinance, Subdivision Regulations, Building Code, and other CITY ordinances, codes, rules and regulations pertaining to the development of the Highlands Property as provided in Paragraph 8 of this Agreement, except as otherwise modified or varied pursuant to the terms of this Agreement. The engineering design for the sanitary sewer, water, storm sewer

service and the storm water retention/detention, as well as the streets and sidewalks within, upon and serving the Highlands Property, shall be substantially as provided in the preliminary engineering plans attached hereto on Exhibit "D" . The Preliminary Plat, Preliminary Landscape Plan and Preliminary Engineering are referred to herein collectively as the "**Preliminary Plan**". Developer agrees to conform its Final Plan to provide the buffering and screening agreed to between DEVELOPER and the adjoining owners and to complete any written agreements made by DEVELOPER with the adjoining owners of the subject property.

B. Approval of Final Plat and Final Engineering. DEVELOPER shall have the right to develop the Highlands Property in such number of phases or units (individually a "**Phase of Development**" and collectively the "**Phases of Development**") as DEVELOPER may from time to time determine in its sole discretion. Upon the submittal by DEVELOPER to the CITY of a final plat of subdivision ("**Final Plat**"), final landscape plan ("**Final Landscape Plan**") and final engineering plans ("**Final Engineering**") for a Phase of Development, which substantially conform with the Preliminary Plans as to such Phase of Development, the CITY shall promptly approve such Final Plat, so long as it is in substantial conformity with the approved Preliminary Plan, and that DEVELOPER is not in material breach or default as to any terms of this Agreement, Final Landscape Plan and Final Engineering in compliance with applicable law and cause the Final Plat to be duly recorded with the Kendall County Recorder's office provided DEVELOPER complies with applicable CITY regulations pertaining to (i) the posting of the applicable Security Instruments, as defined in Paragraph 6 of this Agreement, for such Phase of Development, (ii) the payment of applicable fees to the CITY as provided for in this Agreement and (iii) the procurement of such approvals as may be required by other governmental authorities with jurisdiction thereover. The Final Plat, Final Landscape Plan and Final Engineering are referred to herein collectively as the "**Final Plans**". Concurrent with and prior to recording a Final Plat the CITY's review of Final Plans for a Phase of Development, DEVELOPER shall submit to the CITY for its review a copy of the Declaration of Covenants, Restrictions and Easements (or similarly named document) ("**Declaration**") which will be used by DEVELOPER to establish the covenants, conditions and restrictions for such Phase of Development. The Declaration shall provide for the authority of DEVELOPER and/or the CITY to establish an association or associations of homeowners (each a "Homeowners Association") which shall have Primary Responsibility, as defined in Paragraph 21 hereof, for the ownership, care and maintenance of the common open space areas within the Highlands Property as listed in Exhibit "K" attached hereto ("**Common Facilities**") and the collection of assessments from the association members to defray the cost thereof. The Declaration shall be recorded against each Phase of Development simultaneously with the recording of the Final Plat for each Phase of

Development. The SSA, as defined in Paragraph 21 of this Agreement, shall be utilized by the CITY to carry out the Secondary Responsibility, as defined in said Paragraph 21, to fund the cost of maintaining the Common Facilities.

C. DEVELOPER agrees to conform its Final Engineering and Final Plats to provide the buffering and screening agreed to between DEVELOPER and the adjoining OWNER of the subject property.

D. Right to Farm Disclosure. DEVELOPER agrees to include Kendall County "Right to Farm Statement" language attached hereto as Exhibit "L" on each Final Plat of Subdivision.

4. VARIATIONS FROM LOCAL CODES. The specific variations and deviations from the CITY's ordinances, rules, and codes as set forth in Exhibit "E" attached hereto have been requested, approved and are permitted with respect to the development, construction, and use of the Highlands Property ("**Permitted Variations**").

5. UTILITIES AND PUBLIC IMPROVEMENTS. OWNER and DEVELOPER agree that any extension and/or construction of these utilities and public improvements shall be performed in accordance with existing CITY subdivision regulations as varied by this Agreement, and such work and the cost thereof shall be the sole responsibility of DEVELOPER, except as otherwise provided in this Agreement:

A. Sanitary Sewer Facilities. DEVELOPER shall cause the Highlands Property, or such developable portions thereof as may be appropriate, to be annexed to the Yorkville-Bristol Sanitary District ("**Yorkville Bristol**" or "**YBSD**") for the purpose of extending and connecting to the sanitary sewer lines and treatment facilities of Yorkville-Bristol. The installation of sanitary sewer lines to service the Highlands Property and the connection of such sanitary sewer lines to the existing sewer lines of Yorkville-Bristol shall be carried out in substantial compliance with the Final Engineering as approved by the CITY for each Phase of Development. The CITY shall fully cooperate with OWNER and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, permitting the construction and connection of the sanitary sewer lines to the Yorkville-Bristol facilities, in order to facilitate the development and use of each Phase of Development of the Highlands Property. The sanitary sewer mains constructed by DEVELOPER for each Phase of Development which are eighteen (18) inches or more in diameter ("**Large Lines**") shall be conveyed to Yorkville-Bristol and Yorkville-Bristol shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Large Lines, and the sanitary sewer lines which are smaller than fifteen inches in diameter ("**Small Lines**") shall be conveyed to the CITY and the

CITY shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Small Lines following the CITY's acceptance thereof, which acceptance shall not be unreasonably denied or delayed.

DEVELOPER agrees to prepay certain fees necessary to construct and upgrade certain off-site sanitary sewer improvements. DEVELOPER shall pay at the time of recording the Final Plat for the first phase of the Highland Subdivision the following fees for the entire subdivision:

Annexation fee to the Yorkville Bristol Sanitary District	$480,528.00
YBSD interceptor fee 320 acres @ $2,925	936,000.00
CITY Sanitary Sewer Fee 639 units @ $1,800	1,150,200.00
CITY River Crossing Fee 639 units @ 122.50	78,277.50
	$2,645,005,50

The CITY in cooperation with the YBSD shall pay the cost of the new river crossing of the sanitary sewer from the YBSD plant and the extension of the interceptor from the river crossing through the Highlands Subdivision to the Coach Road Hills Subdivision at the southern boarder of the Highlands Subdivision. Capacity needs for all of DEVELOPER's Highlands units for which it is prepaying fees shall be the first reserved in all allotments of P.E. and sewer capacity by the CITY for present and future sewer, extension, renovation and repair. Not withstanding in the above to the contrary, the first available permits, to a total of 328 shall be shared 151 permits to the Highlands Subdivision and 177 permits to the Coach Road Hill Subdivision, in accordance with their annexation agreement, as amended, with the CITY. Subsequent to the issuance of the first 328 permits issued, the remaining available permits shall be shared, in a proportion of 70% to the Highlands Subdivision and 30% to the Coach Road Hills Subdivision, until the Hydraulic Avenue/Commonwealth Edison interceptor is complete with the new river crossing. There shall be no limit on the number of connection permits or other sewer or utility permits, that can be granted at any given time period during he development and all permits shall be processed in a timely fashion. Up to 151 homes can be served on a temporary basis by a pump station and force main to the Route 47 Sanitary Sewer Interceptor until the Commonwealth Edison Interceptor is available to serve that portion of the Subject Property. In addition to the above fees, the DEVELOPER agrees to fund up to an additional $234,000, toward the cost of the construction Commonwealth Edison Interceptor (includes construction of Hydraulic Avenue portion of the interceptor), at the time of its construction. The DEVELOPER shall have a right of Recapture, in accordance with the provisions of this agreement, for the portion of the costs it will have paid which exceeds its proportionate share of such costs of the identified service area as set out in the Recapture Agreement. The DEVELOPER recapture costs for sewer shall be repaid by CITY by use of the user

fee which it collects in the CITY utility bill (currently $108.00 per year per unit) from units with the Highlands Subdivision until the costs and any accrued interest is repaid to DEVELOPER.

B. Water Facilities. The CITY represents that the water distribution system of the CITY currently has and the CITY will reserve sufficient capacity to service the Highlands Property with potable water for domestic water consumption and fire flow protection, if the Highlands Property is developed in accordance with this Agreement. The CITY further agrees, following acceptance by the CITY of the public improvements constructed within the Highlands Property, to maintain said water distribution system to and within the Highlands Property. The CITY further agrees to cooperate with OWNER and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, to permit the Highlands Property to be served with potable water and fire flow protection. In addition, the CITY will accept dedication of, and thereafter maintain, all primary water lines constructed by DEVELOPER in substantial conformity with the Final Engineering for each Phase of Development, pursuant to applicable provisions of the Subdivision Ordinance and other applicable codes and ordinances of the CITY. Location and size of the water lines to be installed by DEVELOPER shall be in substantial conformity with the Preliminary Engineering, subject to review and approval of Final Engineering for each Phase of Development. The CITY agrees that it shall, without cost to DEVELOPER, extend its existing water main to the Highlands Subdivision. DEVELOPER shall connect the Highlands Property to the CITY water supply system in accordance with the approved engineering. The CITY shall, at its expense, procure sufficient temporary construction and permanent utility easements adjacent to the northerly right-of-way line for route 71 ("**Offsite Water Easements**") to enable the CITY to construct the Offsite Water Extension in a timely manner to provide water service to the Highlands Property. The CITY shall exercise good faith and due diligence to complete the development shall be as provided by ordinance for all properties in the CITY, except as otherwise provided herein. DEVELOPER agrees to prepay the CITY's water connection fee of $800.00 per unit to the total number of permits for which the CITY will commit to provide water service prior to completion of the construction of the water tower on site. The amount of permits the CITY shall make available shall be 250 permits (total fee is 639 units @ 800 = $511,200.00). Such payment shall be used towards the construction of a water tower and booster station to serve the Highlands Property to be constructed by CITY. The CITY shall use its best efforts timely secure all necessary permits and commence construction of the water tower contemplated under the terms of this Agreement. The OWNER shall dedicate a one acre site to the CITY for use of the CITY water department and for use of the construction of a water tower. The location shall be identified in the Final Engineering and as a lot on the Final Plat.

C. Storm Water Facilities.

1. DEVELOPER shall provide for storm water drainage and the retention/detention thereof upon and from the Highlands Property, in substantial conformity with the Preliminary Engineering, subject to review and approval of Final Engineering for each Phase of Development, in the following manner:

a. Installation of underground sewers within that part of the Highlands Property to be developed and improved with buildings, structures, streets, driveways, and other locations as identified on the Preliminary Engineering, which improvements shall be conveyed to the CITY and thereafter owned and maintained by the CITY.

b. Installation of graded, open swales or ditches and storm water retention/detention areas as depicted on the Preliminary Engineering within that part of the Highlands Property designated on the Preliminary Engineering for such purpose, subject to review and approval of Final Engineering for each Phase of Development.

2. The CITY, for the full term of this Agreement, and any extension thereof, shall require no more than that degree and type of storm water retention/detention as is currently called for in the existing ordinances of the CITY.

D. Sidewalks and Street Related Improvements. DEVELOPER shall cause the curb, gutter, street pavement, street lights, recreational path and public sidewalks, to be installed upon the Highlands Property in substantial conformity with the Final Engineering as approved for each Phase of Development and the applicable provisions of the Subdivision Regulations of the CITY, as modified or varied pursuant to this Agreement. Notwithstanding anything contained herein or in any CITY ordinance, rule or regulation to the contrary, all public sidewalks and parkway landscaping to be constructed or installed upon the Highlands Property pursuant to the approved Final Engineering for each Phase of Development shall be installed and completed on a lot by lot or block by block basis, and need not be installed or completed by DEVELOPER as a part of the public improvements for each Phase of Development. The CITY shall accept the ownership and maintenance responsibility of the portions of the Trail System/Bike Path, constructed in accordance with the Final Plat and Final Engineering, located in the public right of way.

6. SECURITY INSTRUMENTS.

A. Posting Security. DEVELOPER shall deposit, or cause to be deposited, with the CITY such irrevocable letters of credit, contractor's performance bonds or surety bonds ("**Security Instruments**") to guarantee completion and maintenance of the public improvements to be constructed as a part of the development of each Phase of Development as are required by applicable ordinances of the CITY. The amount and duration of each Security Instrument shall be as required by applicable ordinances of the CITY. All such Security Instruments if in the form of an irrevocable letter of credit shall be substantially in the form set forth in Exhibit "F", attached hereto. The CITY Council, pursuant to recommendation by the CITY Engineer, shall from time to time approve a reduction or reductions in the Security Instruments by an amount not in excess of ninety percent (90%) of the value certified by the CITY Engineer of the completed work, so long as the balance remaining in the Security Instruments is at least equal to one hundred ten percent (110%) of the cost to complete the remaining public improvements for the applicable Phase of Development. The Security Instruments for the public improvements for each Phase of Development shall be deposited with the CITY prior to the recordation of the Final Plat for each Phase of Development.

B. Release of Underground. Upon completion and inspection of underground improvements in each Phase of Development; and acceptance by the CITY engineer, DEVELOPER shall be entitled to a release or appropriate reduction of any applicable Security Instrument, subject to a maintenance Security Instrument remaining in place for a one year period from the date of acceptance by the CITY, in conformance with the CITY Subdivision Control Ordinance.

C. Release of Streets. Upon completion of street and related road improvements in each Phase of Development; and acceptance by the City engineer, DEVELOPER shall be entitled to a release or appropriate reduction of any applicable Security Instrument, subject to a maintenance Security Instrument remaining in place for a one year period from the date of acceptance by the CITY, in conformance with the City Subdivision Control Ordnance.

D. Transfer and Substitution. Upon the sale or transfer of any portion of the Highlands Property, DEVELOPER shall be released from the obligations secured by its Security Instruments for public improvements upon the submittal and acceptance by the CITY of a substitute Security Instrument approved by the CITY, securing the costs of the improvements set forth therein by the proposed DEVELOPER.

7. PROCEDURE FOR ACCEPTANCE OF ANY PUBLIC IMPROVEMENTS. The public improvements constructed as a part of the development of each Phase of Development shall be accepted by the CITY pursuant to the provisions of the Subdivision Ordinance. The CITY shall exercise good faith and due diligence in accepting said public improvements following

DEVELOPER's completion thereof for each Phase of Development in compliance with the requirements of said ordinance, and shall adopt the resolution accepting said public improvements not later than thirty (30) days following the submission of the as built plans.

8. AMENDMENTS TO ORDINANCES. All ordinances, regulations, and codes of the CITY, including, without limitation those pertaining to subdivision controls, zoning, storm water management and drainage, building requirements, official plan, and related restrictions, as they presently exist, except as amended, varied, or modified by the terms of this Agreement, shall apply to the Highlands Property and its development for a period of five (5) years from the date of this Agreement. Any Agreements, repeal, or additional regulations which are subsequently enacted by the CITY shall not be applied to the development of the Highlands Property except upon the written consent of DEVELOPER during said five (5) year period. After said five (5) year period, the Highlands Property and its development will be subject to all ordinances, regulations, and codes of the CITY in existence on or adopted after the expiration of said five (5) year period, provided, however, that the application of any such ordinance, regulation or code shall not result in a reduction in the number of residential building lots herein approved for the Highlands Property, alter or eliminate any of the ordinance variations provided for herein, nor result in any subdivided lot or structure constructed within the Highlands Property being classified as non-conforming under any ordinance of the CITY. The foregoing to the contrary notwithstanding, in the event the CITY is required to modify, amend or enact any ordinance or regulation and to apply the same to the Highlands Property pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Highlands Property and be complied with by DEVELOPER, provided, however, that any so called "grandfather" provision contained in such superior governmental mandate which would serve to exempt or delay implementation against the Highlands Property shall be given full force and effect.

9. BUILDING CODE. The building codes for the CITY in effect as of the date of this Agreement are as set forth in Exhibit "G". Notwithstanding the provisions of Paragraph 8 of this Agreement, all national Agreements, deletions, or additions to the building codes of the CITY pertaining to life/safety considerations adopted after the date of this Agreement, shall be applicable to the Highlands Property upon the expiration of the twelfth (12^{th}) month following the effective date of such Agreement, deletion, or addition, whether during the five (5) years next following the date of this Agreement, or any time thereafter, except as to those items expressly provided for in Section III of Exhibit "E" attached hereto.

10. FEES AND CHARGES. During the first five years following the date of this Agreement, the CITY shall impose upon and collect from the OWNER and/or DEVELOPER, and their respective contractors and suppliers, only those permit, license, tap on and connection fees and charges, and in such amount or at such rate, as are in effect on the date of this Agreement and as is generally applied throughout the CITY.

11. CONTRIBUTIONS. OWNER and DEVELOPER shall not be required to donate any land or money to the CITY, or any other governmental body, except as otherwise expressly provided in this Agreement.

12. OWNER'S/DEVELOPER'S CONTRIBUTIONS. OWNER or DEVELOPER shall be responsible for making the following contributions to compensate the Yorkville Community School District #115 ("**School District**") and the United City of Yorkville, Recreation Department **("Recreation Department")** for the estimated impact which is projected to be experienced by said districts as a result of the development of the Highlands Property in the manner provided for under this Agreement:

A. School Contribution. OWNER or DEVELOPER shall provide a combination contribution of land and cash-in-lieu of land to the CITY for school purposes ("**School Contribution**"). The total land area required for contribution pursuant to applicable ordinances of the CITY, based upon the Preliminary Plat, is 24.079 acres. OWNER or DEVELOPER shall cause fee title to no less than 20 acres of land ("**School Site**"), identified as parcel 16 on the Preliminary Plan, to be conveyed to the School District, or to such other entity as the CITY shall direct in writing, in partial satisfaction of the School Contribution. The balance of any school contribution shall be paid by a cash contribution in accordance with the CITY ordinances made at time of conveyance of the school site to the School District. The location of the School Site shall be in Parcel 16 as identified on the Preliminary Plat. The School Site shall be conveyed in such manner and at such time as required by applicable ordinances of the CITY. The OWNER shall convey the School Site to the School District no later than the time when the final plat for the Unit containing the School Site is recorded with the Kane County Recorders office. The OWNER at this time anticipates that the conveyance would take place within 3 years of the recording of the final plat for the first unit of the subdivision. Prior to conveyance of the School Site, DEVELOPER shall, at its expense, grade, seed and prepare the School Site in accordance with the approved final engineering. The School Site is combined with the Park Site, as defined in Parcel 15 of this Agreement, and shall be conveyed in such manner and at such time as required by applicable ordinances of the CITY. The DEVELOPER has agreed to pay a transition fee to the School District in the amount of $3,000.00 per unit. The fee will be paid at the rate of $1,500 per unit at the time of filing final plat and the balance of $1,500 per unit on a per-building permit basis as building permits are issued. The maidhood of payment will be in accordance with the CITY'S current procedure. This procedure is for the Builder for a home to pay the fee for that unit to the School District directly and receive a receipt from the School District for the unit paid and then for this receipt to be presented by the Builder to the CITY prior to the issuance of a building permit for that unit, on a lot by lot basis. The deposited funds will be escrowed and the school district will agree that when demand is necessary and the balance of the funds are available, the

money in the escrow will be used by the District toward the building of a school or schools on the land dedicated in the Highlands Subdivision for a school site. Said fees are being paid voluntarily and with the consent of OWNER and DEVELOPER based upon this contractual agreement voluntarily entered into between the parties after negotiation of this Agreement. OWNER AND DEVELOPER knowingly waives any claim or objection as to amount of the specific fees negotiated herein voluntarily.

B. Park Contribution. OWNER or DEVELOPER shall provide a contribution of land only to the CITY for park purposes ("**Park Contribution**"). The total land area required for contribution for park purposes pursuant to applicable ordinances of the CITY, based upon the Preliminary Plat, is 20.707 acres. OWNER or DEVELOPER shall cause fee title to no less than 18 acres of land located in Parcels 6,8, 11,12 and 15, as identified on the Preliminary Plat ("**Park Site**") to be conveyed to the CITY, or to such other entity as the CITY shall direct in writing, in partial satisfaction of the Park Contribution. The balance of any park contribution shall be paid by a cash contribution in accordance with the CITY ordinances made at time of conveyance of the park site to the CITY. The Park Site shall be conveyed in such manner and at such time as required by applicable ordinances of the CITY. Prior to conveyance of the Park Site DEVELOPER shall, at its expense, grade, seed and prepare the Park Site in conformity with the Final Engineering.

C. The following fee shall be paid to the CITY for each unit:

Development fees.	
Public works	$450
Police	$150
Building	$150
Library	$150
Bristol/Kendall Fire	$300
Total	$1,200

Unless otherwise provided in this Agreement, said development, transition, impact, and other fees shall be paid per individual residential dwelling unit concurrent with the building permit application for that particular residential dwelling unit. To aid the City with its building fund DEVELOPER agrees to pay the $150 Building fee above at time of recording of the final plat for all units contained in the phase being recorded.

13. PROJECT SIGNS. Following the date of this Agreement and through the date of the issuance of the final occupancy permit for the Highlands Property, DEVELOPER shall be entitled to construct, maintain and utilize up to three (3) offsite subdivision identification, marketing and location signs at such locations within or without the corporate limits of the CITY as

DEVELOPER may designate (individually an "**Offsite Sign**" and collectively the "**Offsite Signs**"). DEVELOPER shall be responsible, at its expense, for obtaining all necessary and appropriate legal rights for the construction and use of each of the Offsite Signs. Each of the Offsite Signs may be double faced signs which shall not exceed twenty (20) feet in height with an area for each sign face not exceeding two hundred (200) square feet, subject to the requirements of any permitting authority other than the CITY. Each Offsite Sign may be illuminated. In addition to the Offsite Signs, DEVELOPER shall be permitted to construct, maintain and utilize signage upon the Highlands Property as identified in Exhibit "H", attached hereto.

14. MODEL HOMES/PRODUCTION UNITS. During the development and build out period of the Highlands Property (subsequent to final plat approval), DEVELOPER, and such other persons or entities as DEVELOPER may authorize, may construct, operate and maintain model homes within the Highlands Property staffed with DEVELOPER's, or such other person's or entity's, sales and construction staff, and may be utilized for sales and construction offices. The number of such model homes and the locations thereof shall be as from time to time determined or authorized by DEVELOPER. No off-street parking shall be required for any model home other than the driveway for such model home capable of parking two (2) cars outside of the adjacent road right-of-way. Building permits for model homes, and for up to fifteen (15) production dwelling units, shall be issued by the CITY upon proper application therefore prior to the installation of public improvements (provided a gravel access road is provided for emergency vehicles, upon submission of a hold harmless letter to the CITY and the Yorkville-Bristol Fire Protection District.) Prior to issuance of occupancy permits of model homes, water shall be made available within 300' of homes. There shall be no occupation or use of any production dwelling units until the binder course of asphalt on the street, the water system and sanitary sewer system needed to service such dwelling unit are installed and operational. DEVELOPER may locate temporary sales and construction trailers upon the Highlands Property during the development and build out of said property, provided any such sales trailer shall be removed within two (2) weeks following issuance of the final occupancy permit for the Highlands Property or upon the occupancy of model homes within the Highlands Property, whichever shall first occur. Prior to construction of the sales trailer the DEVELOPER shall submit an exhibit of the model trailer site with landscaping and elevations for the Cities approval. The parking lot must have a hard surface before occupancy is permitted. DEVELOPER hereby agrees to indemnify, defend and hold harmless the CITY and the Corporate Authorities (collectively "**Indemnitees**") from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction of any model homes or production dwelling units prior to the installation of the public street and water improvements required to service such dwelling unit. DEVELOPER shall be permitted to obtain building permits in the same manner for additional model homes and for initial production dwelling units in each Phase of Development as the Final Plat and Final Engineering for each such Phase of Development is approved by the CITY. The foregoing indemnification provision shall, in such case, apply for the benefit of Indemnitees for each Phase of Development.

15. CONTRACTORS TRAILERS. The CITY agrees that from and after the date of execution of this Agreement, contractor's and subcontractor's supply storage trailers may be placed upon such part or parts of the Highlands Property as required and approved by DEVELOPER for development purposes. Said trailers may remain upon the Highlands Property until the issuance of the last final occupancy permit for the Highlands Property.

16. OVERSIZING OF IMPROVEMENTS. In the event oversizing of public improvements is hereafter requested and properly authorized by the CITY for the Highlands Property, and agreed to by DEVELOPER, for any of the public improvements constructed to develop the Highlands Property for the purpose of serving property other than the Highlands Property, the CITY shall enter into a Recapture Agreement, as defined in Paragraph 18.A. hereof, with DEVELOPER providing for the payment of the cost of such oversizing by the OWNER of properties benefitted by the same. The improvements which qualify as oversized and the identity of the benefitted properties shall be identified at the time of approval of Final Engineering for a Phase of Development.

17. LIMITATIONS. In no event, including, without limitation, the exercise of the authority granted in Chapter 65, Section 5/11-12-8 of the Illinois Compiled Statutes (2002) ed., shall the CITY require that any part of the Highlands Property be designated for public purposes, except as otherwise provided in this Agreement or identified on the Preliminary Plat.

18. RECAPTURE AGREEMENTS.

A. Benefitting the Highlands Property. The CITY agrees that in accordance with Chapter 65, Section 5/9-5-1 *et.seq.* of the Illinois Compiled Statutes, 2002 Edition, at the request of the DEVELOPER, the CITY shall enter into agreements for recapture (**"Recapture Agreement"**) with DEVELOPER providing for the recapture by DEVELOPER of a portion of the cost of certain improvements as identified on Exhibit "I" attached hereto (**"Recapture Improvements"**), constructed by DEVELOPER which the CITY has determined may be used for the benefit of property (**"Benefitted Property"**) not located within the Highlands Property which connect to said improvements. The Benefitted Property is identified on said Exhibit "I" attached hereto. Each Recapture Agreement shall be substantially in the form as attached hereto and made a part hereof as Exhibit "J".

B. Encumbering the Highlands Property. Except as otherwise expressly provided in this Agreement, there are currently no recapture agreements or recapture ordinances affecting public utilities which will be utilized to service the Highlands Property which the CITY has any knowledge of or under which the CITY is or will be required to collect recapture amounts from OWNER, DEVELOPER, or their successors, upon connection of the Highlands Property to any of such public utilities, nor does the CITY have any knowledge of a pending or contemplated request for

approval of any such recapture agreement or ordinance which will effect the Highlands Property.

19. SPECIAL SERVICE AREA.

A. Establishment and Purpose. OWNER and DEVELOPER and their respective successors, assignees and grantees, shall not object to and agree to cooperate with the CITY in establishing a special service area ("**SSA**") for the Highlands Property to be utilized as a primary funding mechanism for the care and maintenance of the Common Facilities. Subject to the provisions of Paragraph 19.B. of this Agreement, the CITY shall provide for the regular care, maintenance, renewal and replacement of the Common Facilities ("**Common Facilities Maintenance**"), including, without limitation, the mowing and fertilizing of grass, pruning and trimming of trees and bushes, removal and replacement of diseased or dead landscape materials, the maintenance of storm water detention, retention, ponds and the repair and replacement of fences and monument signs, so as to keep the same in a clean, sightly and first class condition, and shall utilize the SSA to provide sufficient funds to defray the costs, including administrative costs not to exceed one hundred and fifteen percent (115 %) of such maintenance costs, thereby reasonably incurred by the CITY and to establish reserve funds for future repairs and replacements as reasonably determined by the CITY to be appropriate. The CITY, through and under the SSA, shall have the primary responsibility and duty to carry out the Common Facilities Maintenance ("**Primary Responsibility**"). The SSA shall provide for the authority of the CITY to levy up to one dollar and ten cents ($.50) per $100.00 of assessed valuation ("**Rate Cap**") to fund the payment of the aforesaid costs and expenses. In the event the CITY is prevented by law from collecting funds under the SSA in the manner contemplated herein, a Homeowners Association established by DEVELOPER or the CITY, as the case may be, pursuant to the terms of the Declaration shall assume full responsibility for carrying out and paying for, through assessments levied against all dwelling units in the Highlands Property, the Common Facilities Maintenance ("**Secondary Responsibility**"). Subject to the provisions of Paragraph 19.B. of this Agreement, the Common Facilities shall be conveyed to and owned by the CITY so long as the SSA remains in force and effect. In the event the Common Facilities Maintenance is subsequently transferred to the Homeowners Association, the CITY may elect to convey all or a portion of the Common Facilities to the Homeowners Association. In any event, a maintenance easement ("**Common Facilities Maintenance Easement**") shall be established over all of those Common Facilities located on the Final Plat for each Phase of Development in favor of the CITY and any future Homeowners Association which undertakes responsibility for the Common Facilities Maintenance. The substance of the Common Facilities

Maintenance Easement shall be as approved by legal counsel for the CITY and DEVELOPER, which approvals shall not be unreasonably withheld.

B. Implementation. Anything contained in Paragraph 19.A. of this Agreement to the contrary notwithstanding, up to the issuance by the CITY of eighty-five percent (85%) of the occupancy permits for the entirety of the Highlands Property ("**Initial Build-Out Period**") the Common Facilities shall be owned or controlled by DEVELOPER and the Common Facilities Maintenance shall be carried out by or under the direction of DEVELOPER. DEVELOPER shall cause a declaration of covenants, conditions and restrictions ("**Declaration**") to be recorded against the Highlands Property, either in its entirety or incrementally with each Phase of Development, which shall provide, among other things, for the establishment of an association of all lot owners within the Highlands Property ("**Association**") and the mandatory membership of all lot owners in the Association. The cost of carrying and administering the Common Facilities Maintenance during the Initial Build-Out Period shall be paid through assessments levied by the DEVELOPER through the Association against the members of the Association, with any annual shortfall in the monies thereby generated funded by DEVELOPER. At the end of the Initial Build-Out Period, which shall automatically occur upon the issuance of eighty-five percent (85%) of the occupancy permits for all of the dwelling units approved hereunder for development within the Highlands Property, the Common Facilities shall be conveyed to the CITY and the CITY shall accept title to the Common Facilities, provided DEVELOPER has properly carried out the Common Facilities Maintenance prior thereto. Ownership of the Common Facilities including the open space areas, depicted on the Preliminary Plan as parcels 1, 2, 3, 4, 5, 7, 9, 10, 13, 14, 17, 18 and 19, shall be at time of turnover conveyed to the Association. The CITY shall thereafter carry out the Common Facilities Maintenance utilizing the SSA for the funding thereof, as provided in Paragraph 21.A. of this Agreement. DEVELOPER shall have no further liability or responsibility for the Common Facilities Maintenance following the end of the Initial Build-Out Period. The SSA shall expressly provide for the deferral of its implementation in conformity with the provisions of this Paragraph 19.B.

C. Improvements Special Service Area (SSA or SSA). CITY, OWNER and DEVELOPER and their respective successors, assignees and grantees, agree to cooperate in establishing a special service area ("**SSA**") for the Highlands Property to be utilized as a primary funding mechanism for the funding of certain eligible infrastructure costs in accordance with the CITY's Special Tax Bond Policy attached as exhibit "M".

20. ONSITE EASEMENTS AND IMPROVEMENTS. In the event that during the development of the Highlands Property DEVELOPER determines that any existing utility easements

and/or lines require relocation to facilitate development of the Highlands Property in accordance with the Preliminary Plat, the CITY shall fully cooperate with DEVELOPER in causing the vacation and relocation of such existing easements, and all costs thereof shall be borne by the DEVELOPER. If any easement granted to the CITY as a part of the development of the Highlands Property is subsequently determined to be in error or located in a manner inconsistent with the intended development of the Highlands Property as reflected on the Preliminary Plat and in this Agreement, the CITY shall fully cooperate with DEVELOPER in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by DEVELOPER. Notwithstanding the foregoing, and as a condition precedent to any vacation of easement, DEVELOPER shall pay for the cost of design and relocation of any such easement and the public utilities located therein.

21. OFFSITE EASEMENTS AND CONSTRUCTION. Except as otherwise provided herein for the Offsite Water Easements, at the time each Final Plat for a Phase of Development is recorded, DEVELOPER shall obtain all offsite easements necessary for the development of such portion of the Highlands Property in accordance with the Preliminary Plans. In the event an offsite easement is required which was not contemplated in the Preliminary Plans due to a change in circumstances, and in the event DEVELOPER is unable to acquire such necessary offsite easement, the CITY shall exercise its power of eminent domain to acquire the same, provided DEVELOPER shall pay the reasonable costs incurred by the CITY as a result thereof. DEVELOPER shall deposit the amount of such costs reasonably estimated by the CITY into a segregated, interest bearing escrow account prior to the commencement of such eminent domain proceedings by the CITY. Such funds shall be utilized solely to defray such costs and all funds, including interest, remaining in such escrow upon completion of such proceedings shall be refunded to DEVELOPER.

22. DISCONNECTION. OWNER and DEVELOPER agree that DEVELOPER shall develop the Highlands Property as a subdivision to be commonly known as Highlands Subdivision in accordance with the Final Plat and Final Engineering approved by the CITY in accordance with the terms hereof, and shall not, as either the OWNER or DEVELOPER of said property, petition to disconnect any portion or all of said property from the CITY.

23. CONFLICT IN REGULATIONS. The provisions of this Agreement shall supersede the provisions of any ordinance, code, or regulation of the CITY which may be in conflict with the provisions of this Agreement.

24. ANNEXATION FEE. The CITY hereby confirms and agrees that no annexation fee shall become due or payable as a result of the development and build-out of the Highlands Property as a result of the prior annexation of said property to the CITY. The CITY hereby waives all current and future annexation fees now or hereafter required under any ordinances of the CITY with respect to the Highlands Property, except as otherwise provided in this Agreement.

25. GENERAL PROVISIONS.

A. Enforcement. This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties or their successors or assigns by an appropriate action at law or in equity to secure the performance of the covenants and agreements contained herein, including the specific performance of this Agreement. This Agreement shall be governed by the laws of the State of Illinois.

B. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the OWNER, DEVELOPER and their successors in title and interest, and upon the CITY, and any successor municipalities of the CITY. It is understood and agreed that this Agreement shall run with the land and as such, shall be assignable to and binding upon subsequent grantees and successors in interest of the OWNER, DEVELOPER, and the CITY. The foregoing to the contrary notwithstanding, the obligations and duties of OWNER and DEVELOPER hereunder shall not be deemed transferred to or assumed by any purchaser of a lot improved with a dwelling unit who acquires the same for residential occupation, unless otherwise expressly agreed in writing by such purchaser.

C. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement it amends, regarding the subject matter hereof shall be deemed to exist to bind the parties. The parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through a process of good faith negotiation, both by principals and through counsel, and represent terms and conditions that are deemed by the parties to be fair, reasonable, acceptable and contractually binding upon each of them.

D. Notices. Notices or other materials which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be deemed effectively given on the date of confirmed telefacsimile transmission, on the date delivered personally or on the second business day following the date sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

(i) If to OWNER
and/or DEVELOPER:

Wyndham Deerpoint Homes
605 Lindsay Circle
North Aurora, IL. 60542
Attn: Mary E. Krasner
Fax: (630) 966-1006

with a copy to:

Guerard, Kalina & Butkus
100 W. Roosevelt Road

Wheaton, IL 60187
Attn: Richard M. Guerard
Fax: (630) 690-9652

(ii) If to CITY: United CITY of Yorkville
Attn: CITY Clerk
800 Game Farm Road
Yorkville, Il 60560
Fax: (630) 553-8330

with a copy to: Daniel J. Kramer, Esq.
1007 A1
South Bridge Street
Yorkville, Il
Fax: (630) 553-5764

or to such other persons and/or addresses as any party may from time to time designate in a written notice to the other parties.

E. Severability. This Agreement is entered into pursuant to the provisions of Chapter 65, Sec. 5/11-15.1-1, et seq., Illinois Compiled Statutes (1998 ed.). In the event any part or portion of this Agreement, or any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, said part, portion, clause, word or designation of this Agreement shall be deemed to be excised from this Agreement and the invalidity thereof shall not effect such portion or portions of this Agreement as remain. In addition, the CITY, OWNER, and DEVELOPER shall take all action necessary or required to fulfill the intent of this Agreement as to the use and development of the Highlands Property.

F. Agreement This Agreement, and any Exhibits or attachments hereto, may be amended from time to time in writing with the consent of the parties, pursuant to applicable provisions of the CITY Code and Illinois Compiled Statutes. This Agreement may be amended by the CITY and the OWNER of record of a portion of the Highlands Property as to provisions applying exclusively thereto, without the consent of the OWNER of other portions of the Highlands Property not effected by such Agreement.

G. Conveyances. Nothing contained in this Agreement shall be construed to restrict or limit the right of the OWNER or DEVELOPER to sell or convey all or any portion of the Highlands Property, whether improved or unimproved.

H. Necessary Ordinances and Resolutions. The CITY shall pass all ordinances and resolutions necessary to permit the OWNER, DEVELOPER, and their successors or assigns, to develop the Highlands Property in accordance with the provisions of this Agreement, provided said ordinances or resolutions are not contrary to law. The CITY agrees to authorize the Mayor and CITY Clerk to execute this Agreement or to correct any technical defects which may arise after the execution of this Agreement.

I. Term of Agreement. The term of this Agreement shall be twenty (20) years. In the event construction is commenced within said twenty-year period all of the terms of this Agreement shall remain enforceable despite said time limitation, unless modified by written agreement of the CITY and DEVELOPER/OWNER.

J. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

J. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds, Kendall County, Illinois, at DEVELOPER's expense.

K. Recitals and Exhibits. The recitals set forth at the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions of this Agreement.

L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

M. No Moratorium. The CITY shall not limit the number of building or other permits that may be applied for within any opened phase due to any CITY imposed moratorium and shall in no event unreasonably withhold approval of said permits or approval for the Final Plat of any Phase of the subdivision. Nothing contained herein shall affect any limitations imposed as to sanitary sewer or water main extensions by the Illinois Environmental Protection Agency, or Yorkville-Bristol Sanitary District.

N. Highways 71 and 126. DEVELOPER agrees to comply and pay the cost of compliance with all State requirements with regard to entrances into the development from State Highways 71 and 126.

O. Time is of the Essence. Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto as well as all covenants contained in this Agreement shall be performed in a timely manner by all parties hereto.

P. Exculpation. It is agreed that the CITY is not liable or responsible for any restrictions on the CITY's obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Highlands Property, the CITY, the DEVELOPER, or OWNER, including, but not limited to, county, state or federal regulatory bodies.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

DEVELOPER & OWNER:

WYNDHAM DEERPOINT HOMES,
an Illinois partnership
by Deerpoint Homes, Inc., partner

By: _____

Title: President

Dated: 12/10/02

CREEK PARTNERS, L.L.C.

By: _____

Title: Member

Dated: 12/10/02

CITY:

UNITED CITY OF YORKVILLE, an
Illinois municipal corporation

By: _____
Mayor

Attest: _____
CITY Clerk

Dated: December 10, 2002

LIST OF EXHIBITS

EXHIBIT "A":	Legal Description of Highlands Property
EXHIBIT "B":	Depiction and Legal Descriptions of Zoning Parcels
EXHIBIT "C":	Preliminary Plat of Subdivision
EXHIBIT "C-1":	Preliminary Landscape Plan
EXHIBIT "D":	Preliminary Engineering
EXHIBIT "E":	Permitted Variations and Design Standards
EXHIBIT "F":	Form Letter of Credit
EXHIBIT "G":	Current CITY Building Codes
EXHIBIT "H":	Project Signage
EXHIBIT "I":	Recapture Improvements
EXHIBIT "J":	Recapture Agreement
EXHIBIT "K":	Yorkville Community Unit District 115 letter
EXHIBIT "L":	Right to Farm Disclosure Statement for Final Plats
EXHIBIT "M":	Special Tax Bond Policy

EXHIBIT "A"

LEGAL DESCRIPTION OF HIGHLAND'S PROPERTY

ADDRESS OF Highlands PROPERTY

Vacant land adjacent to and south of Routes 71 and 126, east of Route 47.

P.I.N. NUMBERS

"Full"

LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 4 AND THAT PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WALNUT RIDGE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS, BEING ALSO THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71 AND A WESTERLY LINE OF "OAK HILL FARM" AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 5 AT PAGE 16 AND NOW IN CABINET OF PLATS AT SLOT 303; THENCE SOUTH 13° 10' 12" EAST, ALONG THE EASTERLY LINE OF SAID WALNUT RIDGE AND SAID WESTERLY LINE OF "OAK HILL FARM", 831.39 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 53° 33' 06" EAST, ALONG THE SOUTHWESTERLY LINE OF "OAK HILL FARM", 789.95 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 76° 53' 04" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 1201.08 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 52° 55' 31" EAST, ALONG A SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 3591.20 FEET TO A STONE MONUMENT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 02' 59" WEST, ALONG SAID EAST LINE, 659.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00° 14' 19" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 2639.13 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00° 13' 16" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 798.60 FEET TO THE SOUTHEASTERLY LINE OF "COUNTRY HILLS SUBDIVISION PHASE 1 TO THE CITY OF YORKVILLE, ILLINOIS"; THENCE SOUTH 55° 20' 45" WEST, ALONG SAID SOUTHEASTERLY AND SAID SOUTHEASTERLY LINE EXTENDED, 1408.36 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 55° 44' 24" WEST, 911.34 FEET; THENCE NORTH 23° 49' 35" WEST, ALONG THE EXTENSION OF AND THE SOUTHWESTERLY LINE OF SAID COUNTRY HILLS SUBDIVISION, 1785.45 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 71; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 428.50 FEET TO THE NORTHEASTERLY CORNER OF THE GREENAWALT TRACT DESCRIBED IN A QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 9507730 ON SEPTEMBER 25, 1995; THENCE SOUTH 23° 55' 01" EAST, ALONG THE EASTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET; THENCE SOUTH 72° 02' 59" WEST, ALONG THE SOUTHERLY LINE OF SAID GREENAWALT TRACT, 644.00 FEET; THENCE NORTH 23° 55' 01" WEST, ALONG THE WESTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET TO SAID CENTERLINE; THENCE SOUTH 72°02' 59" WEST, ALONG SAID CENTERLINE, 96.57 FEET TO THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTER LINE, 480.00 FEET; THENCE SOUTH 17° 57' EAST, 507.66 FEET; THENCE SOUTH 72° 02' 59" WEST, 198.0 FEET; THENCE NORTH 17° 57' 01" WEST, 127.90 FEET; THENCE NORTH 13° 11' 28" WEST, 132.38 FEET; THENCE NORTH 15° 44' 30" WEST, 58.32 FEET; THENCE NORTH 16° 39' 39" WEST, 139.59 FEET TO THE SOUTHERLY LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 17° 57' 01" WEST, 50.0 FEET TO SAID CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE, 489.95 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE 50.0 FOOT WIDE ABANDONED RIGHT OF WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY, ALSO EXCEPTING THAT PART, IF ANY, DESCRIBED IN A DEED TO THE COMMONWEALTH EDISON COMPANY RECORDED JUNE 28, 1968 AS DOCUMENT 159758 AND ALSO EXCEPTING FOX HIGHLANDS P.U.D. PHASE ONE PER DOCUMENT NO. 0016554, RECORDED NOVEMBER 30, 2000); ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS. (COMMONLY KNOWN AS THE DOETSCHMAN FARM)

AND ALSO

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.36 FEET TO A POINT THAT IS NORTH 00° 04' 21" WEST 2306.58 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88°56' 46" EAST 2652.37 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO AN OLD CLAIM LINE RUNNING NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID OLD CLAIM LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE NORTH 00° 08' 09" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57° 59' 05" EAST ALONG SAID OLD CLAIM LINE, 299.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01° 51' 32" WEST, 402.10 FEET; THENCE SOUTH 59° 25' 54" EAST, 256.51 FEET; THENCE NORTH 59° 55' 25" EAST, 355.65 FEET; THENCE NORTH 62° 43' 29" EAST, 853.57 FEET; THENCE NORTH 33° 24' 40" EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2292.01 FEET AND A RADIAL 'RING OF SOUTH 20° 23' 51" WEST AT THE LAST DESCRIBED POINT, 509.41 FEET TO SAID OLD CLAIM LINE; THENCE JTH 57° 59' 05" WEST ALONG SAID OLD CLAIM LINE, 1304.80 FEET TO THE POINT OF BEGINNING;) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (COMMONLY KNOWN AS THE WHERLI FARM)

Exhibit "A"

EXHIBIT "B"

DEPICTION AND LEGAL DESCRIPTIONS OF ZONING

I. Depiction of Zoning: See page B-2

THE HIGHLANDS
(SINGLE FAMILY)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND THAT PART OF THE SOUTH HALF OF SECTION 4 AND THAT PART OF SECTION 9 AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WALNUT RIDGE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS, BEING ALSO THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71 AND A WESTERLY LINE OF "OAK HILL FARM" AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 5 AT PAGE 16 AND NOW IN CABINET OF PLATS AT SLOT 303; THENCE SOUTH 13° 10' 12" EAST, ALONG THE EASTERLY LINE OF SAID WALNUT RIDGE AND SAID WESTERLY LINE OF "OAK HILL FARM", 831.39 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 53° 33' 06" EAST, ALONG THE SOUTHWESTERLY LINE OF "OAK HILL FARM", 789.95 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 76° 53' 04" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 1201.08 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 52° 55' 31" EAST, ALONG A SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 3591.20 FEET TO A STONE MONUMENT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 02' 59" WEST, ALONG SAID EAST LINE, 659.40 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 14' 19" WEST, ALONG THE EAST LINE OF THE

Exhibit "B"

NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 1317.03 FEET; THENCE NORTH 88° 52' 46" EAST, 1777.12 FEET; THENCE NORTH 00° 06' 21" WEST, 913.34 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHWESTERLY 171.50 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 192.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 51° 17' 01" WEST, 139.91 FEET; THENCE NORTH 58° 24' 31" WEST, 80.62 FEET; THENCE NORTH 51° 17' 01" WEST, 79.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 138.70 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 332.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 27° 20' 52" WEST, 563.77 FEET; THENCE SOUTH 62° 39' 08" WEST, 135.00 FEET; THENCE NORTH 27° 20' 52" WEST, 201.00 FEET; THENCE SOUTH 62° 39' 08" WEST, 162.29 FEET; THENCE SOUTH 59° 51' 04" WEST, 355.65 FEET; THENCE NORTH 59° 30' 15" WEST, 256.51 FEET; THENCE NORTH 01° 47' 11" EAST, 402.10 FEET TO AN OLD CLAIM LINE; THENCE SOUTH 57° 54'44" WEST ALONG SAID OLD CLAIM LINE, 299.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.60 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF "COUNTRY HILLS SUBDIVISION PHASE 1 TO THE CITY OF YORKVILLE, ILLINOIS"; THENCE SOUTH 55° 21' 32" WEST, ALONG SAID SOUTHEASTERLY AND SAID SOUTHEASTERLY LINE EXTENDED, 1408.23 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 55° 44' 12" WEST, 911.49

FEET; THENCE NORTH 23° 49' 34" WEST, ALONG THE EXTENSION OF AND THE SOUTHWESTERLY LINE OF SAID COUNTRY HILLS SUBDIVISION, 1785.26 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 71; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 428.59 FEET TO THE NORTHEASTERLY CORNER OF THE GREENAWALT TRACT DESCRIBED IN A QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 9507730 ON SEPTEMBER 25, 1995; THENCE SOUTH 23° 55' 01" EAST, ALONG THE EASTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET; THENCE SOUTH 72° 02' 59" WEST, ALONG THE SOUTHERLY LINE OF SAID GREENAWALT TRACT, 644.00 FEET; THENCE NORTH 23° 55' 01" WEST, ALONG THE WESTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET TO SAID CENTERLINE; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 96.57 FEET TO THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTER LINE, 480.00 FEET; THENCE SOUTH 17° 57' 01" EAST, 507.66 FEET; THENCE SOUTH 72° 02' 59" WEST, 198.00 FEET; THENCE NORTH 17° 57' 01" WEST, 127.90 FEET; THENCE NORTH 13° 11' 28" WEST, 132.38 FEET; THENCE NORTH 15° 44' 30" WEST, 58.32 FEET; THENCE NORTH 16° 39' 39" WEST, 139.59 FEET TO THE SOUTHERLY LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 17° 57' 01" WEST, 50.00 FEET TO SAID CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE, 489.95 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE 50.00 FEET WIDE

ABANDONED RIGHT OF WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY, ALSO EXCEPTING THAT PART, IF ANY, DESCRIBED IN A DEED TO THE COMMONWEALTH EDISON COMPANY RECORDED JUNE 28, 1968 AS DOCUMENT 159758 AND ALSO EXCEPTING FOX HIGHLANDS P.U.D. PHASE ONE PER DOCUMENT NO. 0016554, RECORDED NOVEMBER 30, 2000); ALL IN KENDALL TOWNSHIP, KENDALL COUNTY ILLINOIS.

(CONTAINING 255.881 ± ACRES)

THE HIGHLANDS
(MULTI FAMILY)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.10 FEET TO A POINT THAT IS NORTH 00° 04'21" WEST 2306.58 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTON 10; THENCE NORTH 88° 52'46" EAST 1777.12 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00° 06' 21" WEST, 913.34 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHWESTERLY 171.50 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 192.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 51° 17' 01" WEST, 139.91 FEET; THENCE NORTH 58° 24' 31" WEST, 80.62 FEET; THENCE NORTH 51° 17' 01" WEST, 79.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 138.70 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 332.00 FEET TO A POINT OF TANGENCY;

THENCE NORTH 27° 20' 52" WEST, 563.77 FEET; THENCE SOUTH 62° 39' 08" WEST, 135.00 FEET; THENCE NORTH 27° 20' 52" WEST, 201.00 FEET; THENCE NORTH 62°39'08" EAST 691.28 FEET; THENCE NORTH 33° 20'19" EAST 542.27 FEET TO THE CENTERLINE OF ILLINIS ROUTE 126; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH ALONG SAID EAST LINE AND THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 TO THE NORTH LINE OF PARCEL ONE AS DESCRIBED BY DOCUMENT NO. 78-2764; THENCE SOUTH 88° 52'46" WEST ALONG SAID NORTH LINE 877.15 FEET TO THE POINT OF BEGINNING; ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS. (CONTAINING 64.471± ACRES)

EXHIBIT "C"

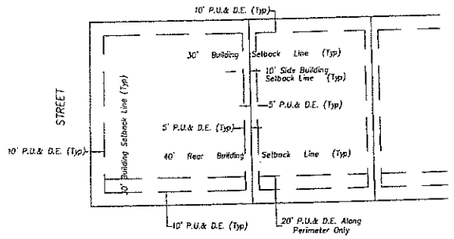
PRELIMINARY PLAT OF SUBDIVISION

(See following page)

PRELIMINARY PLAT

THE HIGHLANDS

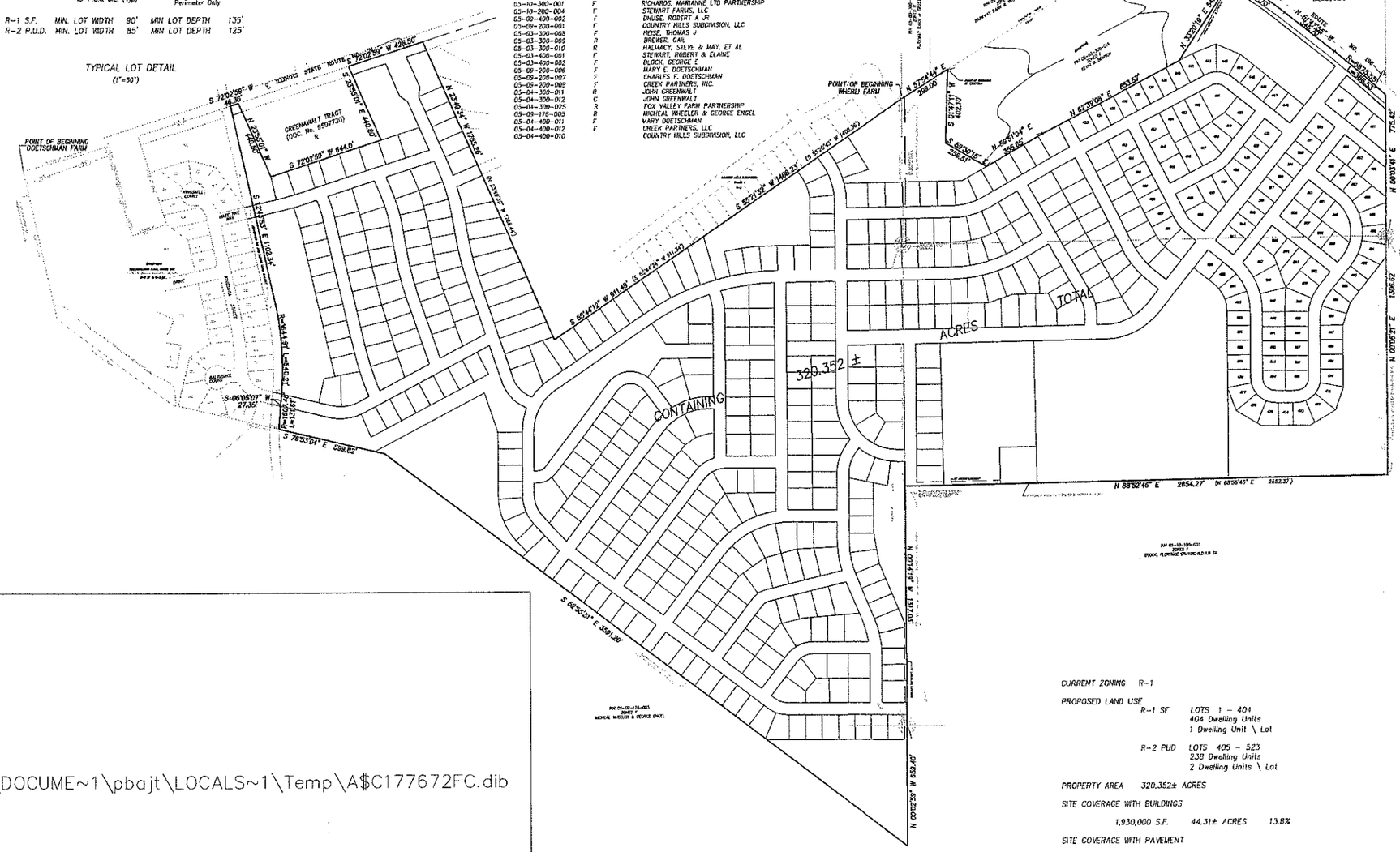
PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.



R-1 S.F. MIN. LOT WIDTH 90' MIN LOT DEPTH 135'
R-2 P.U.D. MIN. LOT WIDTH 85' MIN LOT DEPTH 125'

TYPICAL LOT DETAIL
(1"=50')

PIN	ZONING	OWNER
05-03-300-013	R	PARKWAY BANK & TRUST 11357
05-03-300-014	F	PARKWAY BANK & TRUST 11357
05-03-200-016	F	KEVIN W. BENSON
05-10-100-003	F	BLOCK, FLORENCE GRANDCHILD LR TR
05-10-300-001	F	RICHARDS, MARIANNE LTD PARTNERSHIP
05-10-200-004	F	STEWART FARMS, LLC
05-09-400-002	F	DHUSE, ROBERT A JR
05-09-200-001	F	COUNTRY HILLS SUBDIVISION, LLC
05-03-200-008	F	HOSE, THOMAS J
05-03-300-009	R	BREWER, GAIL
05-03-300-010	R	HALMICK, STEVE & MAY, ET AL
05-03-400-001	F	STEWART, ROBERT & ELAINE
05-03-400-002	F	BLOCK, GEORGE E
05-09-200-006	F	MARY E. DOETSCHMAN
05-09-200-007	F	CHARLES F. DOETSCHMAN
05-09-200-008	F	CREEK PARTNERS, INC.
05-04-300-011	R	JOHN GREENWALT
05-04-300-012	C	JOHN GREENWALT
05-04-300-025	R	FOX VALLEY FARM PARTNERSHIP
05-09-176-003	R	MICHEAL WHEELER & GEORGE ENGEL
05-04-400-011	F	MARY DOETSCHMAN
05-04-400-012	F	CREEK PARTNERS, LLC
05-04-400-010	F	COUNTRY HILLS SUBDIVISION, LLC



0 150' 300' 600'

Scale 1" = 300'

LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 4 AND THAT PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WALNUT RIDGE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS, BEING ALSO THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71 AND A WESTERLY LINE OF "OAK HILL FARM" AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 5 AT PAGE 16 AND NOW IN CABINET OF PLATS AT SLOT 303; THENCE SOUTH 13° 10' 12" EAST, ALONG THE EASTERLY LINE OF SAID WALNUT RIDGE AND SAID WESTERLY LINE OF "OAK HILL FARM", 831.39 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 53° 33' 08" EAST, ALONG THE SOUTHWESTERLY LINE OF "OAK HILL FARM", 769.95 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 76° 53' 04" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 1201.09 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 52° 55' 31" EAST, ALONG A SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 3591.20 FEET TO A STONE MONUMENT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 02' 59" WEST, ALONG SAID EAST LINE, 858.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00° 14' 19" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 2630.13 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00° 13' 15" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 798.60 FEET TO THE SOUTHEASTERLY LINE OF "COUNTRY HILLS SUBDIVISION PHASE 1 TO THE CITY OF YORKVILLE, ILLINOIS"; THENCE SOUTH 55° 20' 45" WEST, ALONG SAID SOUTHEASTERLY AND SAID SOUTHEASTERLY LINE EXTENDED, 1408.36 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 55° 44' 24" WEST, 911.34 FEET; THENCE NORTH 23° 49' 35" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID COUNTRY HILLS SUBDIVISION, 1785.45 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 71; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 428.59 FEET TO THE NORTHEASTERLY CORNER OF THE GREENAWALT TRACT DESCRIBED IN A QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 9507730 ON SEPTEMBER 29, 1995; THENCE SOUTH 21° 55' 01" EAST, ALONG THE EASTERLY LINE OF SAID GREENAWALT TRACT, 644.00 FEET; THENCE SOUTH 72° 02' 59" WEST, ALONG THE SOUTHERLY LINE OF SAID GREENAWALT TRACT, 644.00 FEET; THENCE NORTH 21° 55' 01" WEST, ALONG THE WESTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET TO SAID CENTERLINE; THENCE SOUTH 72°02' 59" WEST, ALONG SAID CENTERLINE, 96.57 FEET TO THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTER LINE, 488.00 FEET; THENCE SOUTH 17° 57' 01" EAST, 507.66 FEET; THENCE SOUTH 72° 02' 59" WEST, 198.0 FEET; THENCE NORTH 17° 57' 01" WEST, 127.90 FEET; THENCE NORTH 13° 17' 28" WEST, 132.38 FEET; THENCE NORTH 15° 44' 30" WEST, 58.32 FEET; THENCE NORTH 16° 39' 39" WEST, 139.59 FEET TO THE SOUTHERLY LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 17° 57' 01" WEST, 50.0 FEET TO SAID CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE, 488.85 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE 50.0 FOOT WIDE ABANDONED RIGHT OF WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY, ALSO EXCEPTING THAT PART, IF ANY, DESCRIBED IN A DEED TO THE COMMONWEALTH EDISON COMPANY RECORDED JUNE 28, 1988 AS DOCUMENT 138758 AND ALSO EXCEPTING FOX HIGHLANDS P.U.D. PHASE ONE PER DOCUMENT NO. 0016554, RECORDED NOVEMBER 30, 2000); ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (COMMONLY KNOWN AS THE DOETSCHMAN FARM)

AND ALSO

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.36 FEET TO A POINT THAT IS NORTH 00° 04' 21" WEST 2306.58 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88°56' 46" EAST 2652.37 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO AN OLD CLAIM LINE RUNNING NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID OLD CLAIM LINE TO THE POINT OF BEGINNING; (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE NORTH 00° 08' 09" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57° 59' 05" EAST ALONG SAID OLD CLAIM LINE, 299.05 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01° 51' 32" WEST, 402.10 FEET; THENCE SOUTH 39° 23' 54" EAST, 256.51 FEET; THENCE NORTH 59° 55' 25" EAST, 355.65 FEET; THENCE NORTH 62° 43' 28" EAST, 853.57 FEET; THENCE NORTH 33° 24' 40" EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 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 20° 23' 51" WEST AT THE LAST DESCRIBED POINT, 508.41 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 57° 59' 05" WEST ALONG SAID OLD CLAIM LINE, 1304.80 FEET TO THE POINT OF BEGINNING;) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (COMMONLY KNOWN AS THE WHERLI FARM)

CURRENT ZONING R-1

PROPOSED LAND USE

R-1 SF	LOTS 1 – 404	
	404 Dwelling Units	
	1 Dwelling Unit \ Lot	
R-2 PUD	LOTS 405 – 523	
	238 Dwelling Units	
	2 Dwelling Units \ Lot	

PROPERTY AREA 320.352± ACRES

SITE COVERAGE WITH BUILDINGS

1,930,000 S.F.	44.31± ACRES	13.8%

SITE COVERAGE WITH PAVEMENT

1,214,715 S.F.	27.89± ACRES	8.7%

C: \DOCUME~1\pbajt\LOCALS~1\Temp\A$C177672FC.dib

OWNERS:
Mary E. Doetschman
Charles F. Doetschman
Creek Partners, LLC

DEVELOPER:
Wyndham Deerpoint
684 Lindsay Circle
North Aurora, IL 60542
(630) 966-1000

Exhibit "C"

SHEET 2 OF 17

Survey No.:	C 5 4 4
Ordered By.:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2002
Scale:	1" = 300'
Field Work:	
Prepared By:	PWS

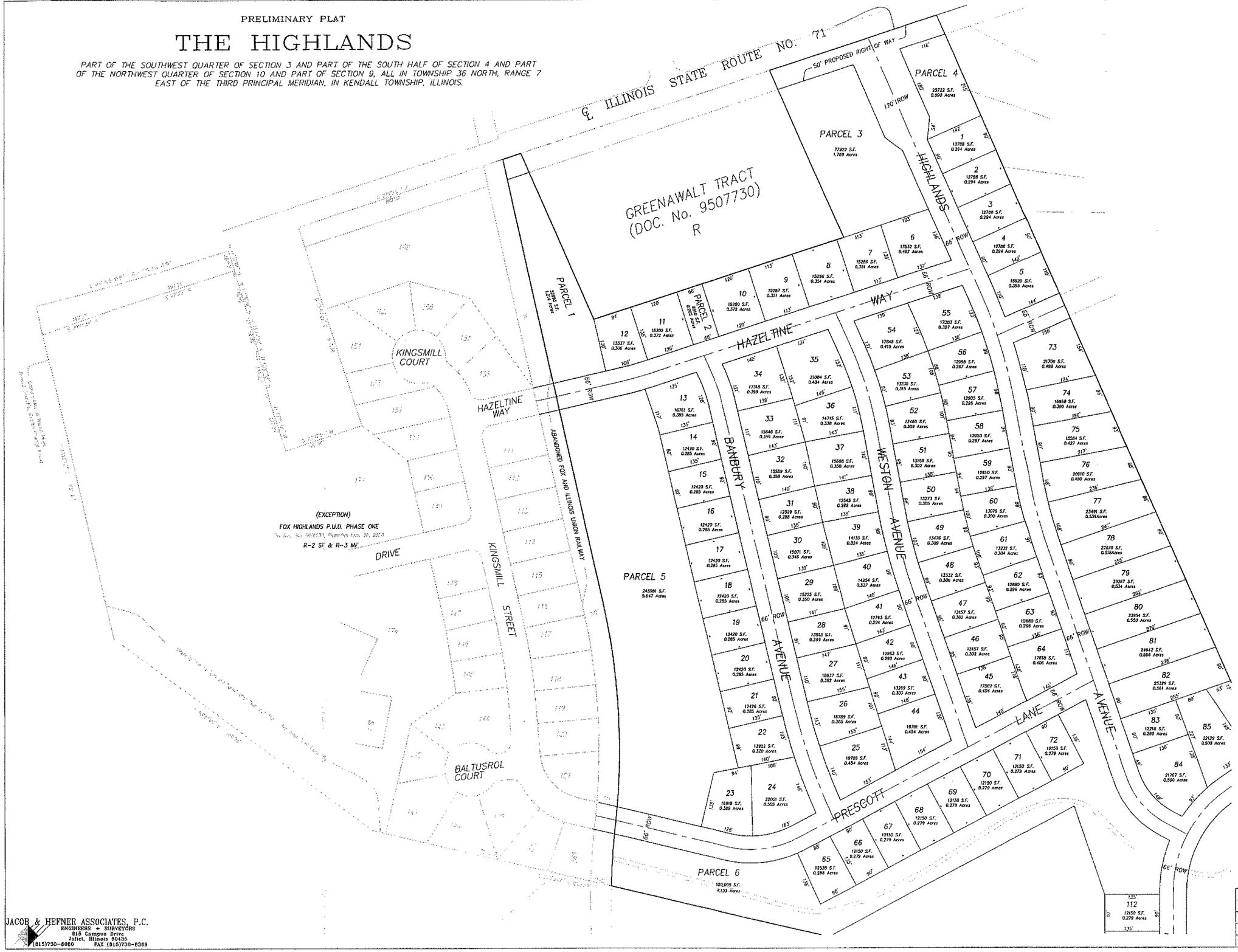
JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS + SURVEYORS
815 Campus Drive
Joliet, Illinois 60435
(815)730-8080 FAX (815)730-8369

R:\5445 Cad\Civil\Preliminary Layout SHEET 2 OF 17

PRELIMINARY PLAT

THE HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.



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SHEET 3 OF 17

Survey No.:	C 5 4 4
Ordered By.:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2002
Scale: 1" = 100'	Field Work Prepared By: PMS

P:\JOBS\5400\544\ENGINEER\dwg layout SHEET 3 OF 17

PRELIMINARY PLAT

THE HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.

N

0 50' 100' 200'

Scale 1" = 100'

COUNTRY HILLS SUBDIVISION PHASE 1 R-2

PARCEL 7 377,028 S.F. 6.360 Acres

PARCEL 8 164,656 S.F. 4.469 Acres

PARCEL 11 31600 S.F. 0.696 Acres

PARCEL 12 31600 S.F. 0.699 Acres

PARCEL 13 160,304 S.F. 3.678 Acres

ZELTINE WAY

WESTON AVENUE

PRESCOTT LANE

PARKSIDE LANE

WARBLER LANE

MEADOWVIEW LANE

MANCHESTER LANE

HARTFIELD LANE

HEARTHSTONE AVENUE

PROVIDENCE AVENUE

66' ROW

SHEET 4 OF 17

Survey No.:	C 5 4 4
Ordered By:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2002
Scale:	1" = 100'
Field Work:	
Prepared By:	PWD

P:\c5xx\c544\CAD\c544PRELIMPLAT.dwg Layout: SHEET 4 OF 17

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PARCEL 7

277,026 S.F.
6.360 Acres

PARCEL 9

226494 S.F.
5.200 Acres

PARCEL 10

124223 S.F.
2.852 Acres

PARKSIDE LANE

MEADOWVIEW LANE

MANCHESTER LANE

FOX LANE

SILVER FAIRFIELD LANE

ASHWORTH LANE

BRAEMORE LANE

RICHMOND AVENUE

66' ROW

20' ACCESS EASEMENT

10' LANDSCAPE EASEMENT

N

0 50' 100' 200'

Scale 1" = 100'

PRELIMINARY PLAT

THE HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.

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815 Campus Drive
Joliet, Illinois 60435
(815)730-8050 FAX (815)730-8369

SHEET 5 OF 17

Survey No.:	C 5 4 4
Ordered By.:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2002
Scale: 1" = 100'	Field Work: / Prepared By: PMH

P:\jobs\5400\5440\dwg\Layout SHEET 5 OF 17

PRELIMINARY PLAT

THE HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.



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815 Campus Drive
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SHEET 6 OF 17

Survey No.:	C 5 4 4
Ordered By.:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2002
Scale:	1" = 100'
Field Work Prepared By:	???

P:\C\C4\15\C4\PRELIMINARY\dwg Layout SHEET 6 OF 17

PARCEL 14

251181 S.F.
5.768 Acres

HAMPTON LANE

DEERPOINT LANE

CARDINAL LANE

CANARY AVENUE

BLUEBIRD PRAIRIE GOLDFINCH CROSSING AVENUE

ALLENDALE ROAD

BLACKBERRY LANE

HOLLOW DRIVE

HAWK LANE

PARKSIDE LANE

PRAIRIE CROSSING DRIVE

ASTOR AVENUE

PARCEL 15

304789 S.F.
7.053 Acres

PARCEL 16

SCHOOL / PARK SITE

841850 S.F.
21.822 Acres

PARCEL 17

456366 S.F.
10.477 Acres

20' ACCESS EASEMENT

(N 88°56'46" E 2652.37')

N

0 50' 100' 200'

Scale 1" = 100'

PRELIMINARY PLAT

THE HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS SURVEYORS
615 Campus Drive
Joliet, Illinois 60435
(815)730-8060 FAX (815)730-8369

Survey No.:	C 5 4 4
Ordered By.:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2003
Scale: 1" = 100'	Field Work: / Prepared By: PMD

K:\jcm\SUBDIV\HIGHLANDS\PRELIMINARY.dwg Layout: SHEET 7 OF 17

EXHIBIT "C-1"

PRELIMINARY LANDSCAPE PLAN

(See following pages)

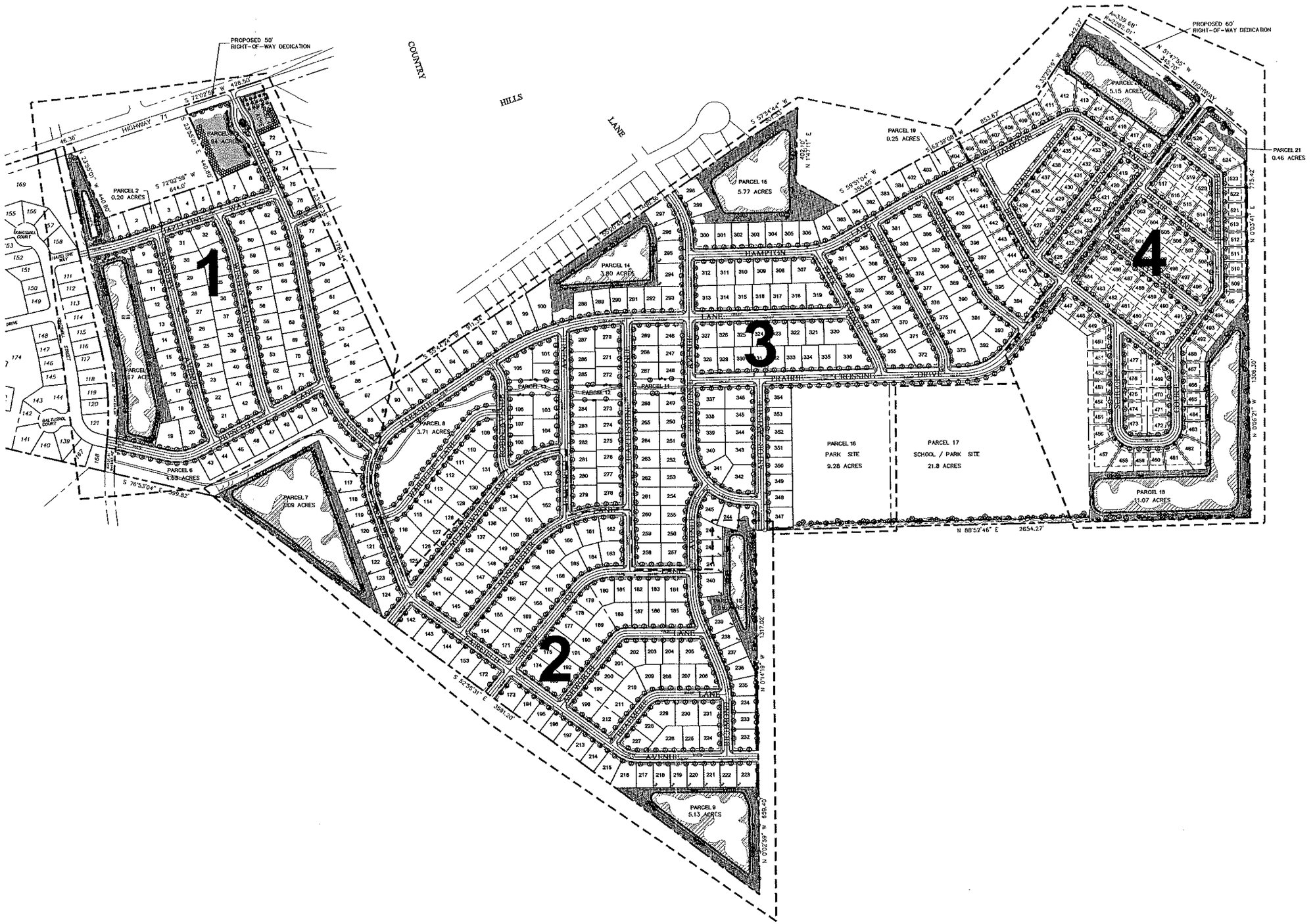


Exhibit "C-1"

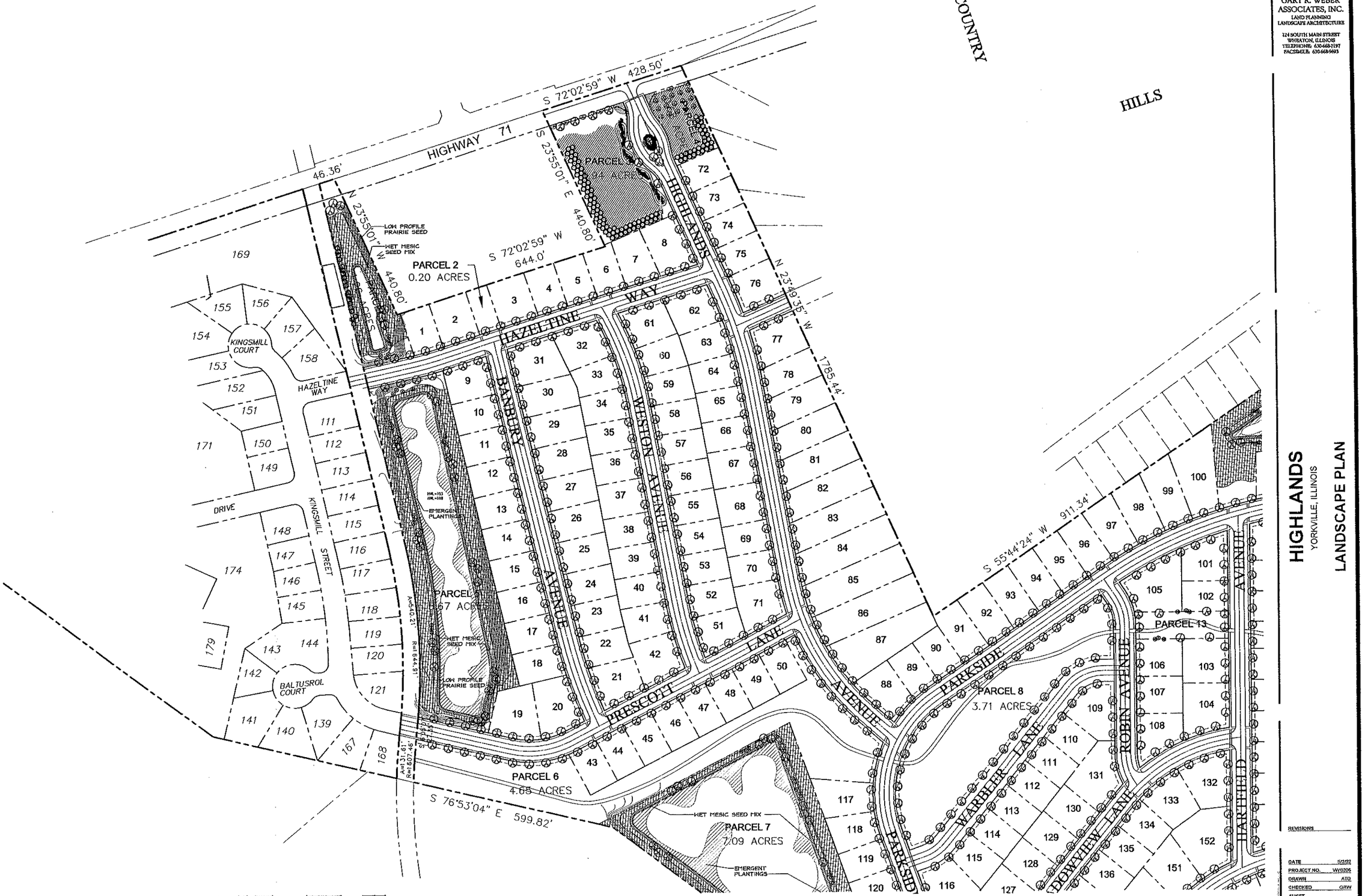
GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
LANDSCAPE ARCHITECTURE
224 SOUTH MAIN STREET
WHEATON, ILLINOIS
TELEPHONE: 630-668-7197
FACSIMILE: 630-668-9693

HIGHLANDS
YORKVILLE, ILLINOIS

LANDSCAPE PLAN

1 8/1/02
REVISIONS

DATE 5/2/02
PROJECT NO. WY0206
DRAWN ATD
CHECKED GRW
SHEET
1 of 6



OVERALL LANDSCAPE AREA 1
SCALE: 1"=100'

0 50 100 200 300

NORTH

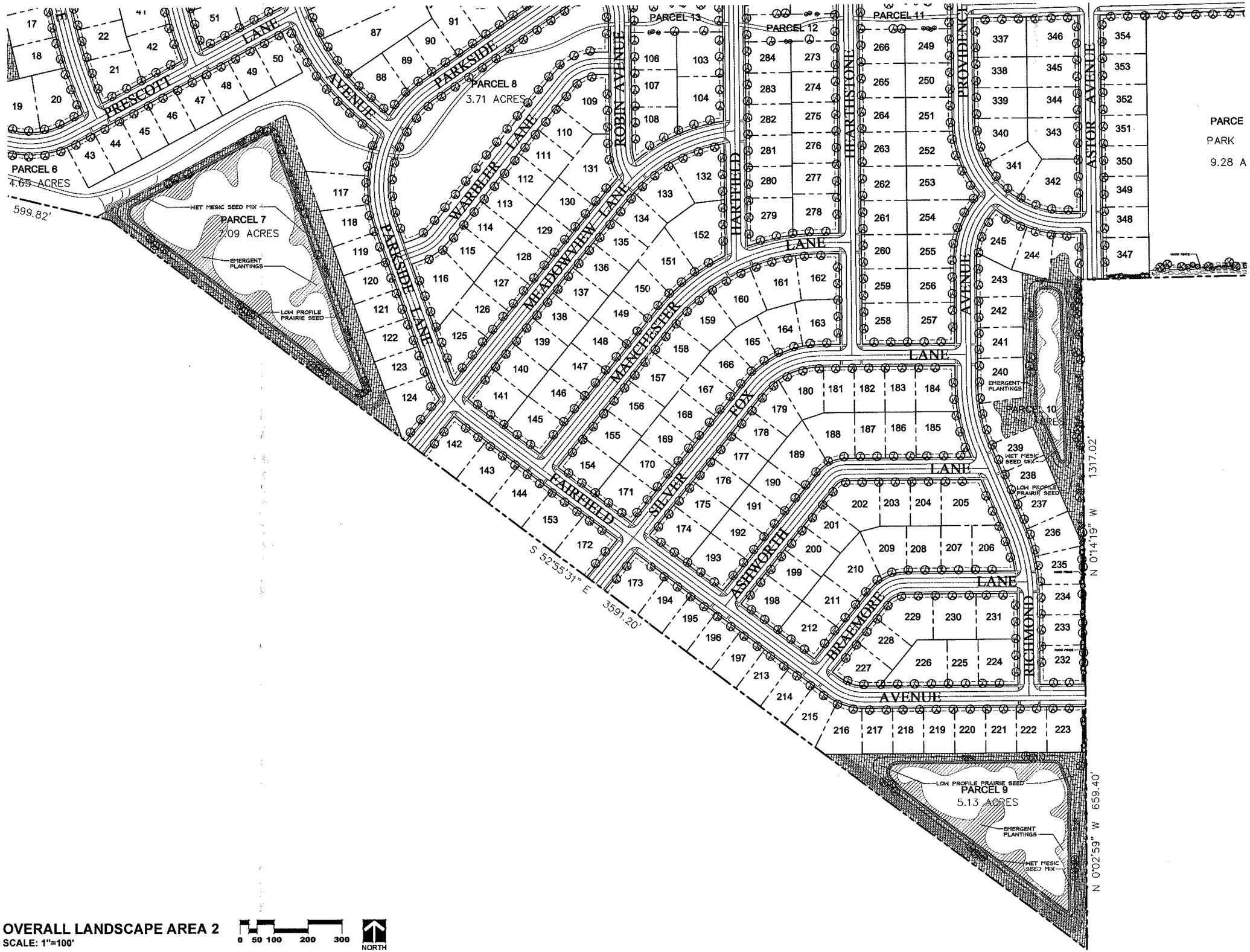
GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
LANDSCAPE ARCHITECTURE
124 SOUTH MAIN STREET
WHEATON, ILLINOIS
TELEPHONE: 630-668-7197
FACSIMILE: 630-668-9693

HIGHLANDS
YORKVILLE, ILLINOIS

LANDSCAPE PLAN

REVISIONS

DATE	5/2/07
PROJECT NO.	WY0205
DRAWN	ATO
CHECKED	GRW
SHEET	2 of 6



OVERALL LANDSCAPE AREA 2
SCALE: 1"=100'

0 50 100 200 300

NORTH

GRWA
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124 SOUTH MAIN STREET
WHEATON, ILLINOIS
TELEPHONE: 630-668-7197
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HIGHLANDS
YORKVILLE, ILLINOIS

LANDSCAPE PLAN

REVISIONS

DATE	5/2/03
PROJECT NO.	WY9206
DRAWN	ATD
CHECKED	GRW
SHEET	3 of 6

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LAND PLANNING
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214 SOUTH MAIN STREET
WHEATON, ILLINOIS
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FACSIMILE: 630-668-9693

HIGHLANDS
YORKVILLE, ILLINOIS
LANDSCAPE PLAN

PARCEL 15
5.77 ACRES
WET MESIC SEED MIX
EMERGENT PLANTINGS
LOW PROFILE PRAIRIE SEED

PARCEL 14
3.80 ACRES
WET MESIC SEED MIX
EMERGENT PLANTINGS
LOW PROFILE PRAIRIE SEED

PARCEL 19
0.25 ACRES

PARCEL 8
3.71 ACRES

PARCEL 16
PARK SITE
9.28 ACRES

PARCEL 17
SCHOOL / PARK SITE
21.8 ACRES

PARCEL 10
EMERGENT PLANTINGS

PARCEL 11
PARCEL 12
PARCEL 13

S 57°54'44" W 301.33'
N 1°47'11" E 402.10'
S 55°20'45" W 1408.36'
S 55°44'24" W 911.34'
S 59°51'04" W 355.65'
S 62°39'08" W 853.67'
N 88°52'46" E 2654.27'

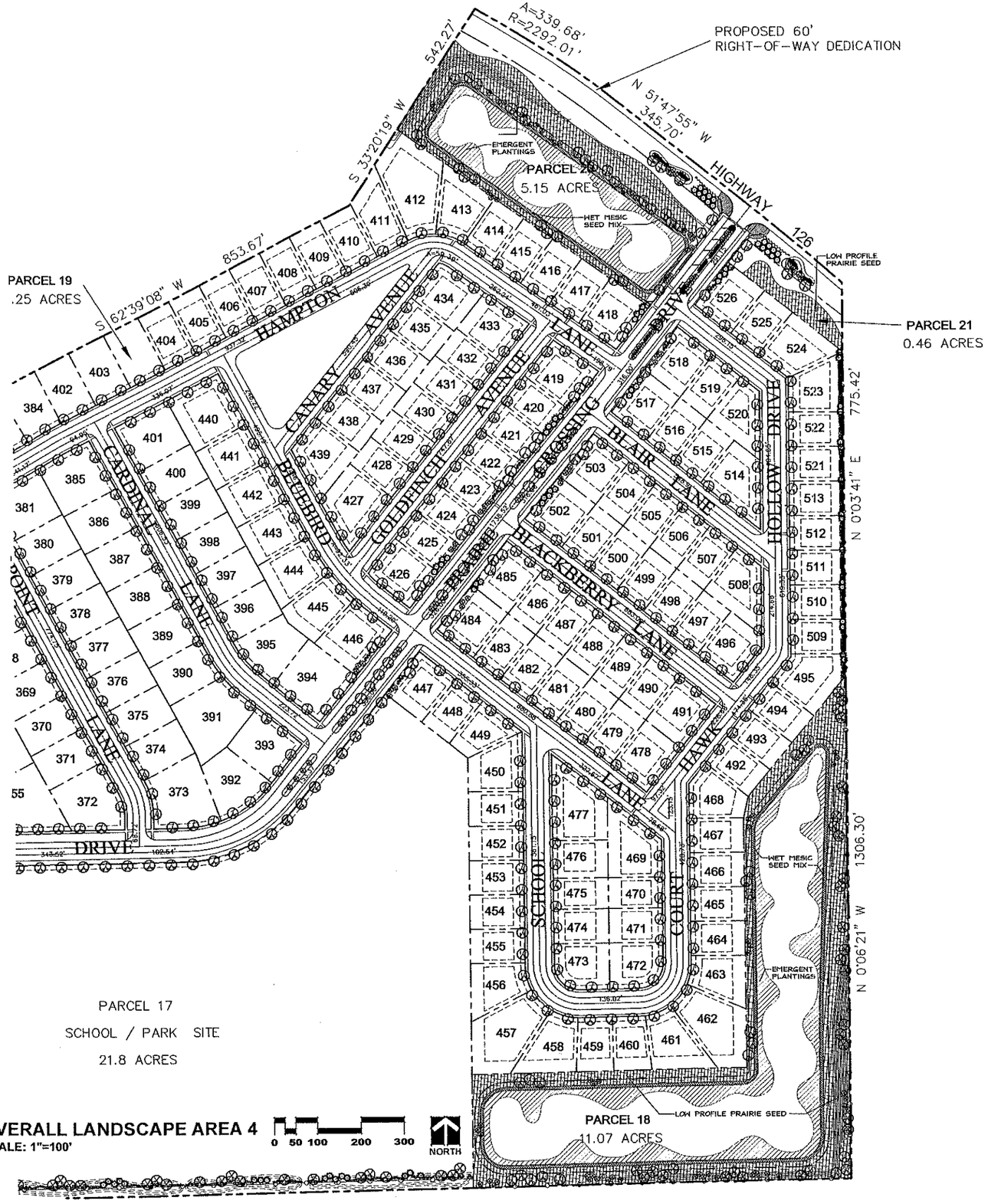
HAMPTON
LANE
DEERPOINT
PARK AVENUE
CARDINAL LANE
CANARY
BLUEBIRD
PRAIRIE CROSSING DRIVE
PARKSIDE
ROBIN AVENUE
WARBLER LANE
MEADOWVIEW LANE
PARKSIDE LANE
HARTFIELD AVENUE
HEARTHSTONE AVENUE
PROVIDENCE AVENUE
ASTOR AVENUE
MANCHESTER
FOX

OVERALL LANDSCAPE AREA 3
SCALE: 1"=100'

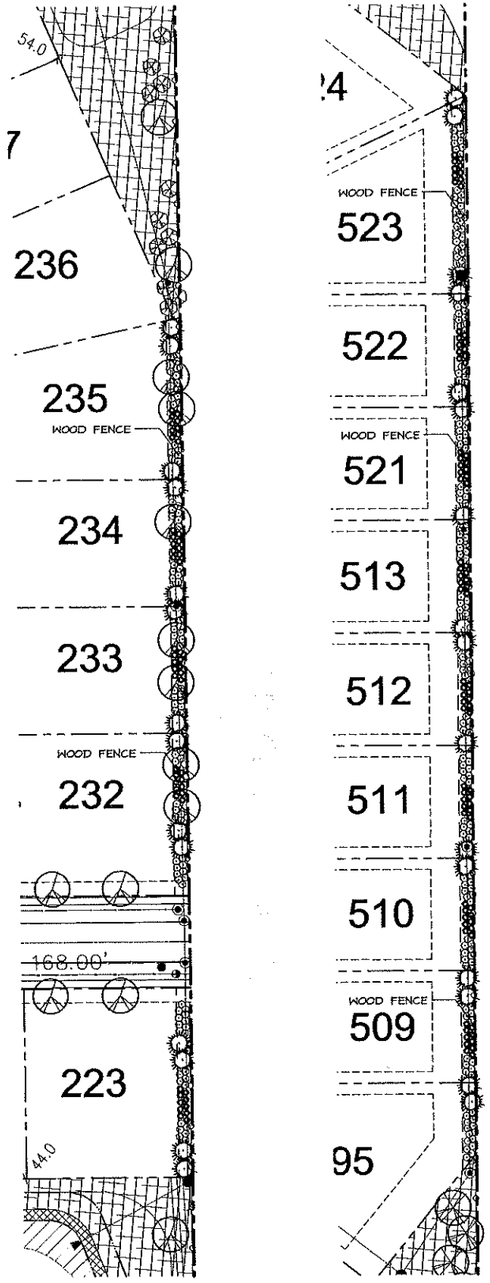
0 50 100 200 300
NORTH

REVISIONS

DATE	5/2/02
PROJECT NO.	WY0206
DRAWN	ATD
CHECKED	GRW
SHEET	4 of 6



OVERALL LANDSCAPE AREA 4
SCALE: 1"=100'
0 50 100 200 300 NORTH



BUFFER DETAIL
SCALE: 1"=40'
0 20 40 80 120 NORTH

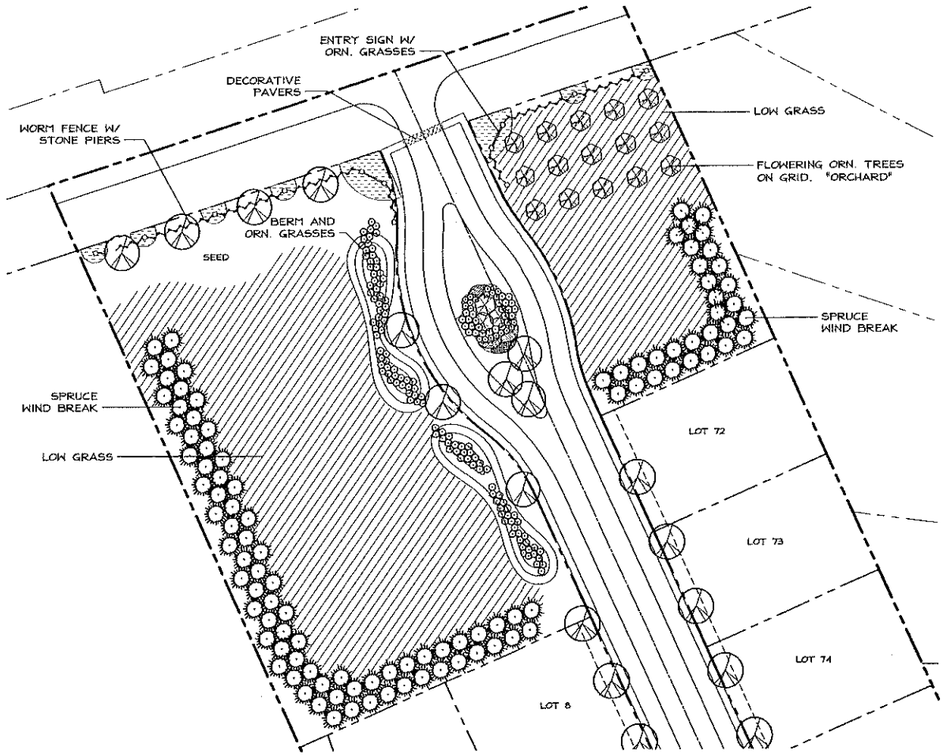
GRWA
GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
LANDSCAPE ARCHITECTURE
234 SOUTH MAIN STREET
WHEATON, ILLINOIS
TELEPHONE 630.668.7197
FACSIMILE 630.668.9693

HIGHLANDS
YORKVILLE, ILLINOIS

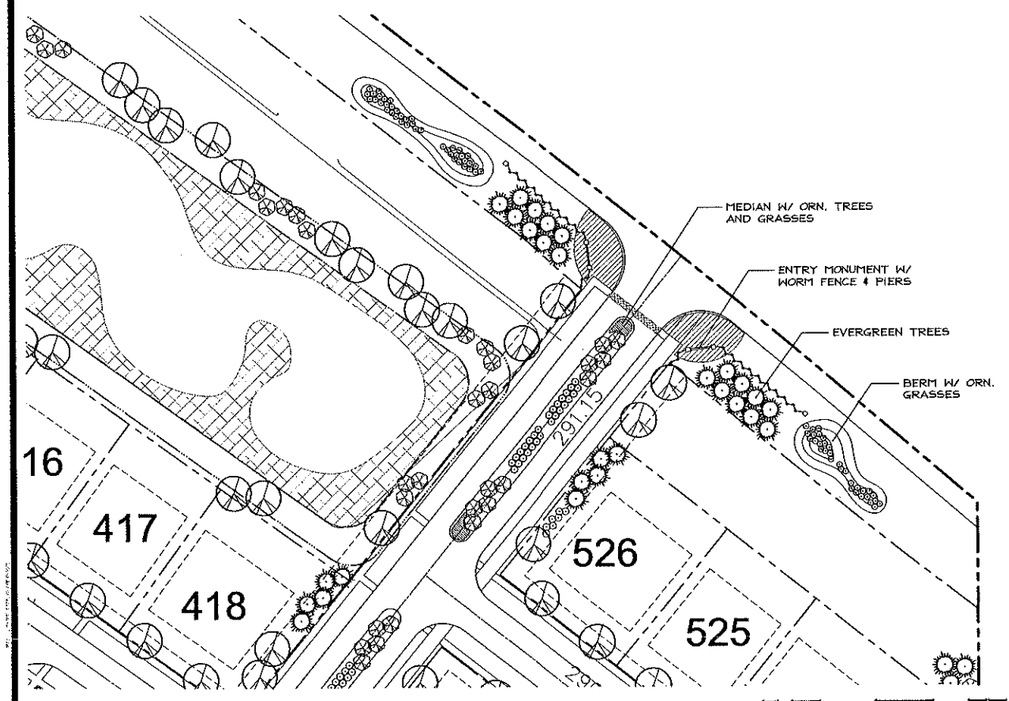
LANDSCAPE PLAN

REVISIONS

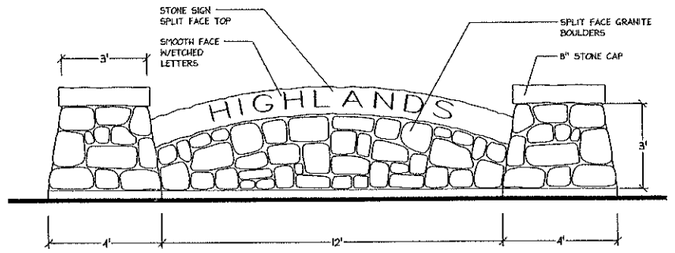
DATE	5/2/02
PROJECT NO.	WY0206
DRAWN	ATD
CHECKED	GRW
SHEET	5 of 6



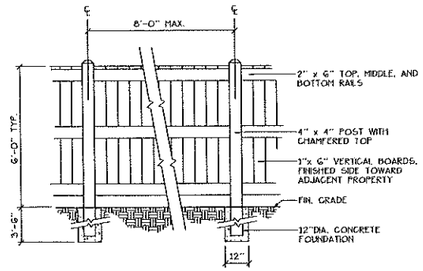
ENTRY FEATURE - HIGHWAY 71
SCALE: 1"=40'



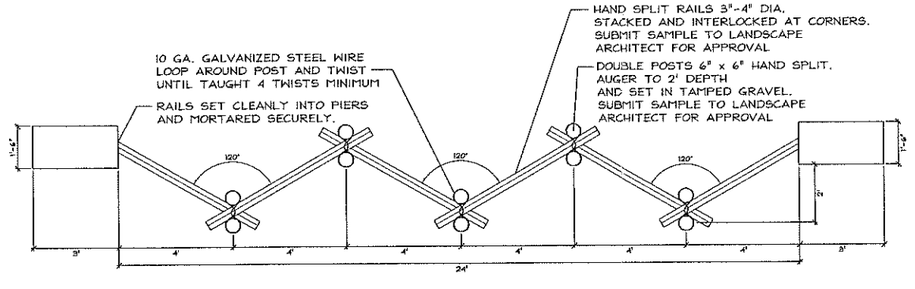
ENTRY FEATURE - HIGHWAY 126
SCALE: 1"=40'



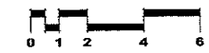
ENTRY MONUMENT ELEVATION
SCALE: 1/2"=1'-0"



BUFFER FENCE DETAIL
NOT TO SCALE



ENTRY FENCE DETAIL
SCALE: 1/2"=1'-0"



REPRESENTATIVE PLANT LIST

Key		Botanical/Common Name	Size	Remarks
		SHADE TREES		
	AP	Acer platanoides 'Emerald Queen' EMERALD QUEEN NORWAY MAPLE	2 1/2" Cal.	
	FA	Fraxinus americana 'Autumn Purple' AUTUMN PURPLE WHITE ASH	2 1/2" Cal.	
	FP	Fraxinus pennsylvanica 'Summit' SUMMIT GREEN ASH	2 1/2" Cal.	
	GT3	Gleditsia triacanthos inermis 'Skyline' SKYLINE HONEYLOCUST	2 1/2" Cal.	
	PC	Pyrus calleryana 'Redspire' REDSPIRE PEAR	2 1/2" Cal.	
	TC	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	2 1/2" Cal.	
		CLUMP SHADE TREES		
	FR	Fraxinus americana 'Autumn Purple' AUTUMN PURPLE WHITE ASH	8' Tall	
	TG	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	8' Tall	
		ORNAMENTAL TREES		
	AG	Amelanchier grandiflora APPLE SERVICEBERRY	6' Tall	Clump Form
	BN	Betula nigra RIVER BIRCH	6' Tall	Clump Form
	AL	Alnus glutinosa BLACK ALDER	6' Tall	Clump Form
	CM	Cornus Mas CORNELIANCHERRY DOGWOOD	6' Tall	Clump Form
	CG	Crataegus crus-galli inermis THORNLESS COCKSPUR HAWTHORN	6' Tall	Clump Form
	MP	Malus 'Prairie Fire' PRAIRIE FIRE CRABAPPLE	6' Tall	Clump Form
		EVERGREEN TREES		
	AC	Abies concolor WHITE FIR	6' Tall	
	PP	Picea pungens GREEN COLORADO SPRUCE	6' Tall	
	TO	Thuja occidentalis 'Techny' MISSION ARBORVITAE	6' Tall	

Key		Botanical/Common Name	Size	Remarks
		DECIDUOUS SHRUBS		
	CA	Cotoneaster acutifolia PEKING COTONEASTER	30" Tall	4' O.C.
	EA	Euonymous alatus 'Compacta' DWARF BURNING BUSH	30" Tall	5' O.C.
	SB	Spiraea bumalda 'Anthony Waterer' ANTHONY WATER SPIREA	24" Wide	4' O.C.
	SM	Syringa meyeri DWARF KOREAN LILAC	30" Tall	5' O.C.
	VD	Viburnum dentatum 'Chicago Lustre' CHICAGO LUSTRE VIBURNUM	30" Tall	5' O.C.
	VL	Viburnum lantana NANNYBERRY VIBURNUM	30" Tall	
		EVERGREEN SHRUBS		
	JS	Juniperus chinensis 'Sargentii' SARGENT JUNIPER	24" Wide	3' O.C.
	JC	Juniperus chinensis 'Seagreen' SEAGREEN JUNIPER	24" Wide	5' O.C.
	TM	Taxus media 'Densiformis' DENSIFORMIS YEW	24" Wide	3' O.C.
		PERENNIALS AND ORNAMENTAL GRASSES		
	CL	Calamagrostis acutiflo 'Karl Foerster' KARL FOERSTER FEATHERREED GRASS	2 Gal.	30" O.C.
	CM	Coreopsis 'Moonbeam' MOONBEAM COREOPSIS	1 Gal.	24" O.C.
	HS	Helictotrichon sempervirens BLUE OAT GRASS	1 Gal.	24" O.C.
	HO	Hosta sieboldiana 'Frances Williams' FRANCES WILLIAM HOSTA	1 Gal.	24" O.C.
	LS	Liatris spicata 'Kobold' SPIKE GAYFEATHER	1 Gal.	18" O.C.
	MG	Miscanthus sinensis 'Gracillimus' MAIDEN GRASS	2 Gal.	5' O.C.
	RG	Rudbeckia 'Goldsturm' GOLDSTURM BLACK-EYED SUSAN	1 Gal.	24" O.C.
	SA	Sedum 'Autumn Joy' AUTUMN JOY SEDUM	1 Gal.	18" O.C.
	SS	Salvia x superba 'East Friesland' EAST FRIESLAND SALVIA	1 Gal.	18" O.C.
		GROUNDCOVERS		
	EF	Euonymous fortunei coloratus PURPLELEAF WINTERCREEPER	Quart	12" O.C.

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GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
LANDSCAPE ARCHITECTURE
214 SOUTH MAIN STREET
WHEATON, ILLINOIS
TELEPHONE: 630.668.7197
FACSIMILE: 630.668.9693

HIGHLANDS
YORKVILLE, ILLINOIS

LANDSCAPE PLAN

REVISIONS

DATE	5/2/02
PROJECT NO.	WY0206
DRAWN	ATD
CHECKED	GRW
SHEET	6 of 6

EXHIBIT "D"

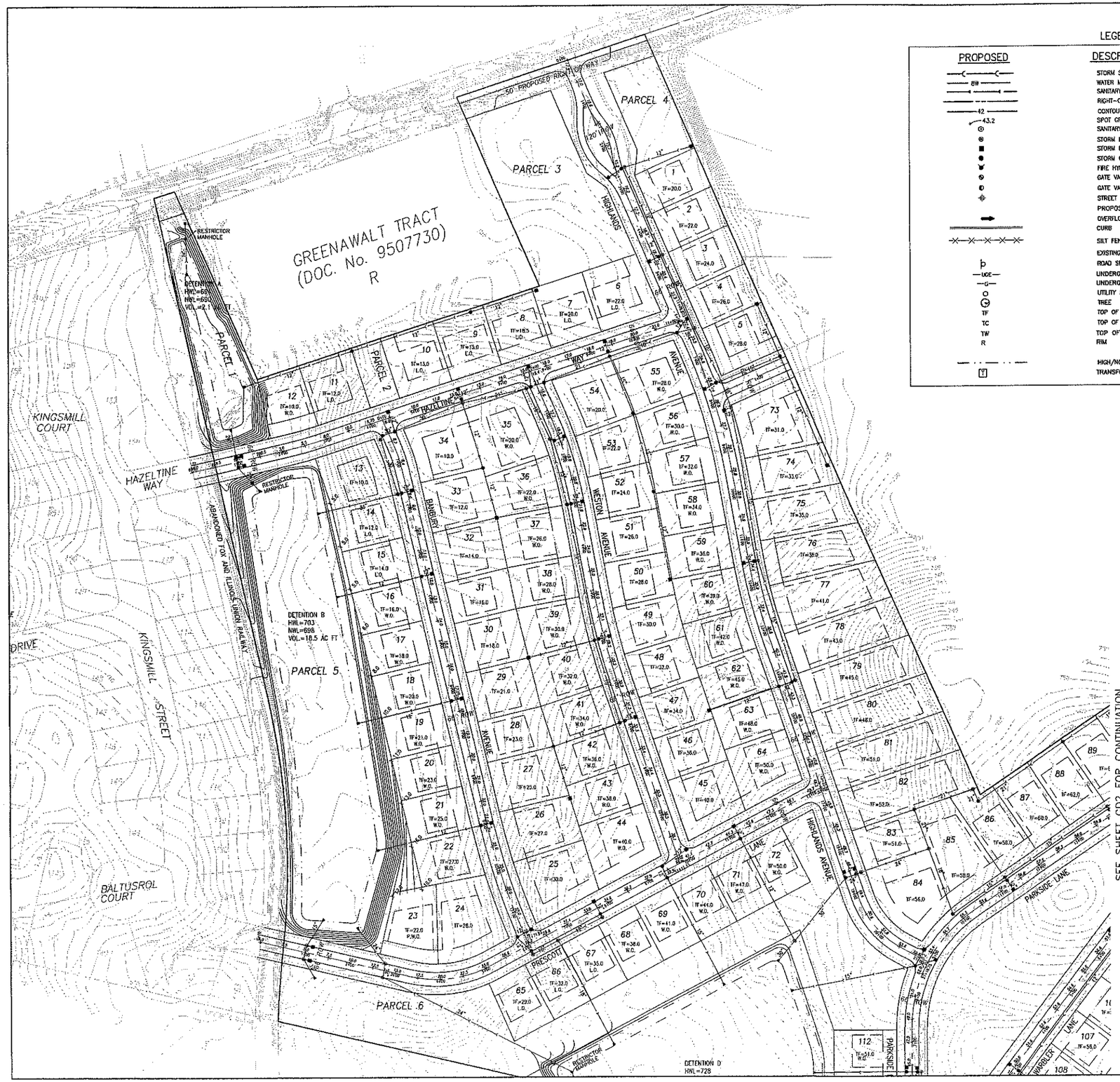
PRELIMINARY ENGINEERING

(See following page)

EXHIBIT "D"

PRELIMINARY ENGINEERING

(See following page)



LEGEND

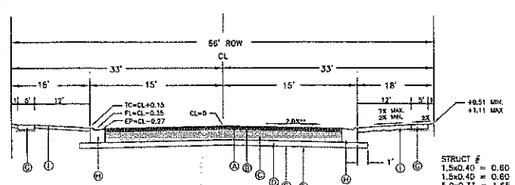
PROPOSED	DESCRIPTION	EXISTING
C C	STORM SEWER	
SW	WATER MAIN WITH SIZE	
S S	SANITARY SEWER	
	RIGHT-OF-WAY	
42	CONTOUR	
43.2	SPOT GRADE	
	SANITARY MANHOLE	
	STORM MANHOLE	
	STORM INLET	
	STORM CATCH BASIN	
	FIRE HYDRANT	
	GATE VALVE W/BOX	
	GATE VALVE W/VAULT	
	STREET LIGHT	
	PROPOSED STREET LIGHT W/MAST	
	OVERFLOW DIRECTION	
	CURB	
X X X X X	SILT FENCE	
	EXISTING POWER POLE LIGHTED	
	ROAD SIGN	
UGE	UNDERGROUND ELECTRIC	
G	UNDERGROUND GAS	
	UTILITY POLE	
	TREE	
TF	TOP OF FOUNDATION	
TC	TOP OF CURB	
TW	TOP OF RETAINING WALL	
R	RIM	
	HIGH/NORMAL WATER LEVEL	
T	TRANSFORMER	

N

GRAPHIC SCALE 1"=100'
0 50 100 200

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS AND STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION IN ILLINOIS AND THE SUBDIVISION ORDINANCES FOR THE VILLAGE OF YORKVILLE.
2. ALL SANITARY SEWERS SHALL BE PVC PIPE, TYPICALLY ASTM D-3034, SDR 26, 8" DIAMETER, UNLESS NOTED OTHERWISE. THE FORCEMAIN SHALL BE DIP PRESSURE CLASS 350.
3. ALL STORM SEWERS SHALL BE REINFORCED CONCRETE PIPE ASTM C-76, SIZES TO BE DETERMINED AT TIME OF FINAL ENGINEERING. WHERE APPROVED, ADS N-12 STORM DRAIN MAY BE USED IN YARD AREAS.)
4. ALL WATER MAIN TO BE DUCTILE IRON PIPE (PRESSURE CLASS 350). SIZE TO BE 8" DIAMETER UNLESS NOTED OTHERWISE.
5. STREET LIGHTS SHALL BE PROVIDED. LOCATION TO BE FINALIZED AT THE TIME OF FINAL ENGINEERING.
6. LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE AND ARE TO BE VERIFIED PRIOR TO FINAL ENGINEERING AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
7. PROPOSED ELEVATIONS AND GRADING, PROPOSED UTILITY SIZES AND LOCATIONS, AS WELL AS PROPOSED SECTIONS AND DETAILS SHOWN HEREIN ARE SCHEMATIC AND PRELIMINARY IN NATURE AND ARE SUBJECT TO REVISION AT THE TIME OF FINAL ENGINEERING.
8. REAR YARD INLETS MAY BE REQUIRED AT TIME OF FINAL ENGINEERING IN CONJUCTION WITH FINALIZATION OF FINAL SITE GRADING DESIGN.
9. APPROPRIATE EASEMENTS FOR ALL UTILITIES WILL BE PROVIDED AT THE TIME OF FINAL ENGINEERING AND SHALL BE REFLECTED ON THE FINAL PLAT OF SUBDIVISION.
10. CURB RETURNS ARE TO HAVE 30' RADIUS UNLESS NOTED OTHERWISE.
11. REAR YARD PONDING OF STORM WATER WILL TYPICALLY NOT EXCEED 1.5' IN HEIGTH, EXCEPT AS NOTED ON PLANS FOR REAR YARD PONDING WITH COMMON OPEN AREAS. ALL MAJOR OVERLAND FLOW PATHS SHALL PASS THE 100 YEAR FLOW AT A STAGE ONE FOOT BELOW THE LOWEST ADJACENT FOUNDATION GRADE.
12. STREET SIGNS SHALL BE PROVIDED AT EACH INTERSECTION.
13. PARKWAYS, NEW DITCHES AND DETENTION AREAS SHALL BE SEEDED, EXCEPT AS NOTED OTHERWISE.
14. UTILITY EASEMENTS FOR SEWERS AND WATER MAIN OUTSIDE OF PUBLIC R.O.W. ARE TO BE PROVIDED AS WELL AS STORMWATER CONTROL EASEMENTS FOR DETENTION / STORMWATER FACILITIES. EASEMENTS REQUIRED WITHIN OUTLOTS TO BE DETERMINED AT TIME OF FINAL ENGINEERING / FINAL SUBDIVISION PLAT PREPARATION.
15. STORM SERVICES SHALL BE PROVIDED FOR ALL LOTS THAT DO NOT MEET VILLAGE REQUIREMENT FOR LACK OF NEED OF STORM SERVICE.
16. ALL SIDEWALKS ARE TO BE CONCRETE AND HAVE RAMPS AT INTERSECTIONS WITH STREETS THAT MEET THE "ILLINOIS ACCESSIBILITY CODE" REQUIREMENTS.
17. ALL HYDRANT AND VALVE LOCATIONS AS WELL AS STORM, SANITARY, AND WATER MAIN SIZING TO BE DETERMINED DURING FINAL ENGINEERING.



TYPICAL PAVEMENT SECTION - LOCAL STREETS
N.T.S.

(A) 1.5" BITUMINOUS CONCRETE SURFACE COURSE, CL I, TY. 2, MIX. D
(B) 1.5" BITUMINOUS CONCRETE SURFACE COURSE, CL I, TY. 2, MIX. D
(C) 5.0" BITUMINOUS CONCRETE BINDER COURSE, CL I, TY. 2
(D) 4" CRUSHED AGGREGATE SUB-BASE, TY. B.
(E) AMOCO 4551 FABRIC OR APPROVED EQUAL
(F) COMPACTED SUB-GRADE
(G) 5" (6" @ DRIVEWAYS) PCC SIDEWALK WITH W/3" CRUSHED AGG. SUB-BASE
(H) COMB. CONC. CURB AND GUTTER, TYPE B-6.12
(I) 6" TOP SOIL AND SEEDING

No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	28DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

PRELIMINARY GRADING AND DRAINAGE PLAN - 1

THE HIGHLANDS
YORKVILLE, ILLINOIS

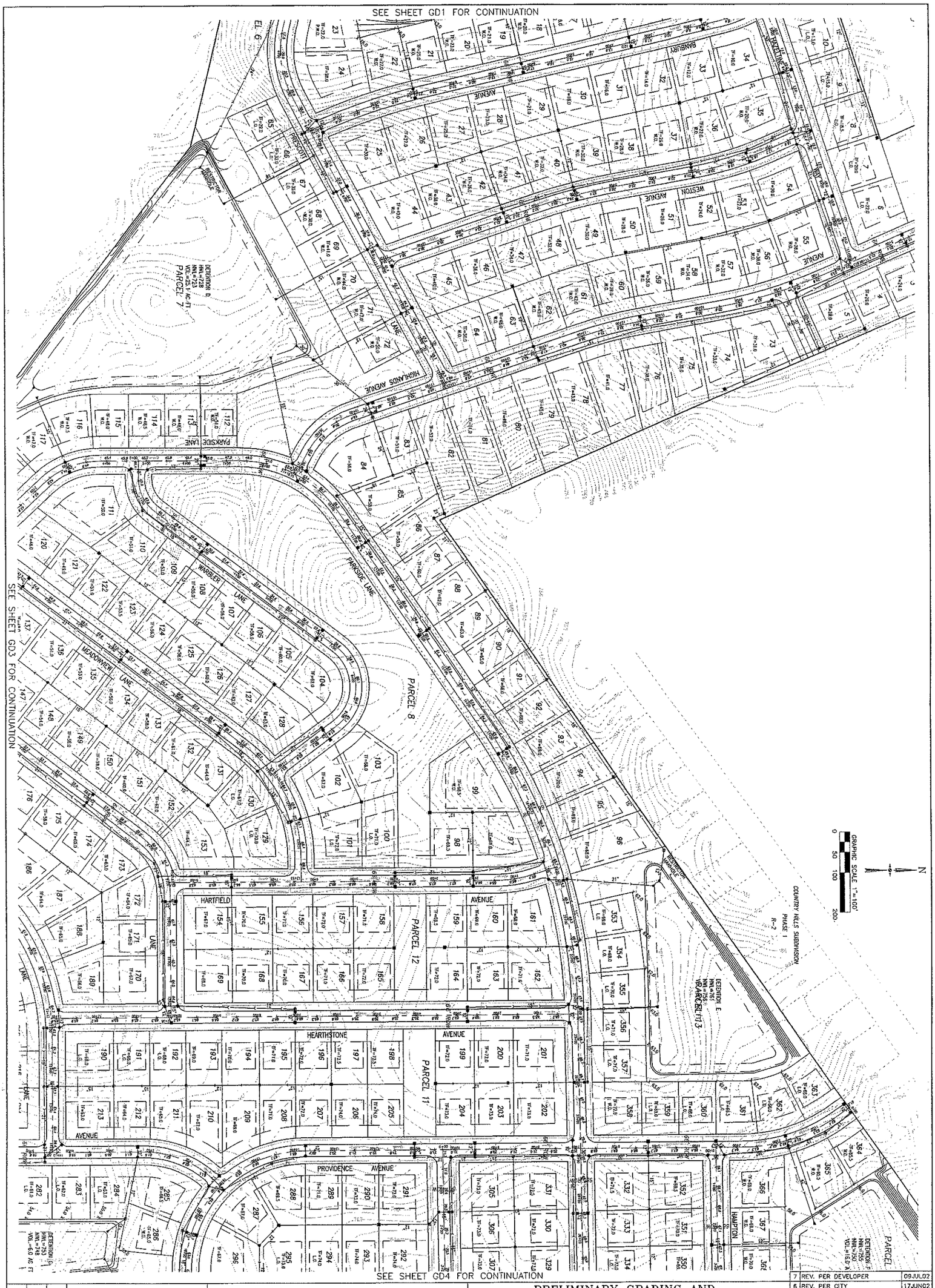
JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
730 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-8000
FAX: (630) 942-1774

WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

C544
GD1
8 OF 17

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Exhibit "D"



9 OF 17	GD2	C544	WYNDHAM DEERPOINT 604 LINDSAY CIRCLE NORTH AURORA, IL 60542 Phone: (630)-966-1000 Fax: (630)-966-1006

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
739 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-9000
FAX: (630) 942-1774

PRELIMINARY GRADING AND DRAINAGE PLAN – 2

THE HIGHLANDS
YORKVILLE, ILLINOIS

No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

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7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01
No.	Description	Date

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GD3

C544

WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
739 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-9000
FAX: (630) 942-1774

PRELIMINARY GRADING AND DRAINAGE PLAN – 3

THE HIGHLANDS
YORKVILLE, ILLINOIS

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PIN 05-03-300-013
ZONED R
PARKWAY BANK & TRUST No. 11357

PIN 05-03-300-014
ZONED F
PARKWAY BANK & TRUST No. 11357

PIN 05-03-300-016
ZONED F
KEVIN M. BENSON

PIN 05-03-300-0
ZONED R
BREWER, GAIL

PIN 05-03-300-010
ZONED R
HALMACY, STEVE & MAY ET EL

(R=2292.01')

PARCEL 14

PARCEL 18

PARCEL 19

DETENTION F
HWL=755
NWL=750
VOL=16.0 AC FT

DETENTION K
HWL=732
NWL=727
VOL=13.5 AC FT

60' ERCROSED RIGHT OF WAY

HAMPTON LANE

DEERPOINT LANE

PARKSIDE LANE

CARDINAL DRIVE

BLUEBIRD PARK AVENUE

GOLDENROD CROSSING

BLACKBERRY LANE

PRAIRIE SCHOOL COURT

HAWK HOLLOW DRIVE

SEE SHEET GD2 FOR CONTINUATION

SEE SHEET GD5 FOR CONTINUATION

N

GRAPHIC SCALE 1"=100'
0 50 100 200

No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

PRELIMINARY GRADING AND DRAINAGE PLAN - 4

THE HIGHLANDS
YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
738 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-9000
FAX: (630) 942-1774

WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

C544
GD4
11 OF 17

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SEE SHEET GD2 FOR CONTINUATION

SEE SHEET GD4 FOR CONTINUATION

N

GRAPHIC SCALE 1"=100'
0 50 100 200

No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	25DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

PRELIMINARY GRADING AND DRAINAGE PLAN - 5

THE HIGHLANDS
YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
789 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-9000
FAX: (630) 942-1774

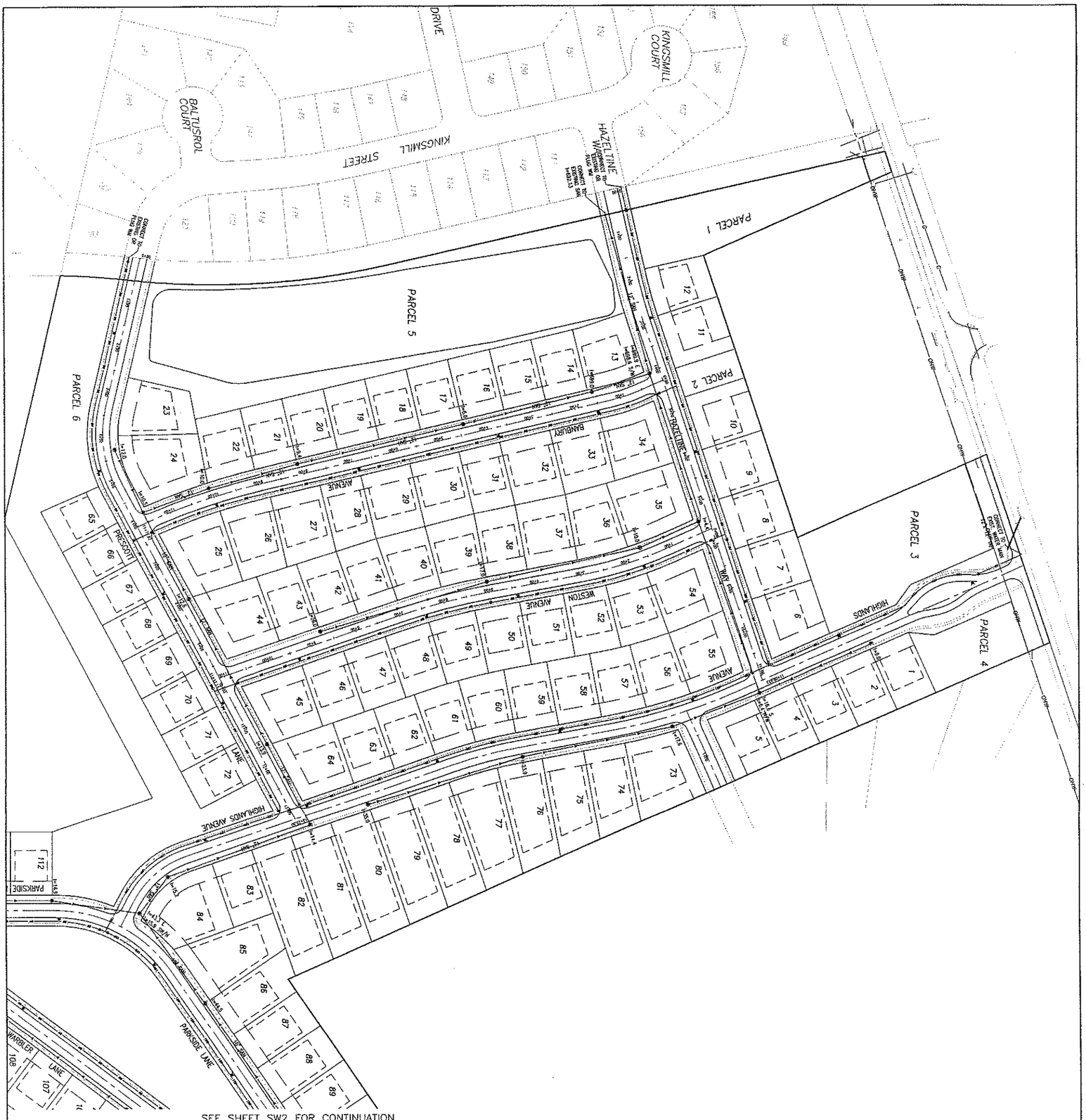
WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1066

C544

GD5

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GRAPHIC SCALE 1"=100'
0 50 100 200
N

7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01
No.	Description	Date

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SW1

C544

WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
739 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-9000
FAX: (630) 942-1774

PRELIMINARY SANITARY AND WATERMAIN PLAN – 1

THE HIGHLANDS
YORKVILLE, ILLINOIS

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GRAPHIC SCALE 1"=100'

0 50 100 200

No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan	24OCT01

PRELIMINARY SANITARY AND WATERMAIN PLAN - 2

THE HIGHLANDS
YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
730 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-9000
FAX: (630) 942-1774

WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

C544
SW2
14 OF 17

SEE SHEET SW1 FOR CONTINUATION
SEE SHEET SW4 FOR CONTINUATION
SEE SHEET SW3 FOR CONTINUATION

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SEE SHEET SW2 FOR CONTINUATION

PARCEL 10

PARCEL 9

20' ACCESS EASEMENT

MEADOWVIEW LANE

MANCHESTER LANE

FOX LANE

SILVER LANE

ASHWORTH LANE

BRAEMORE LANE

RICHMOND LANE

AVENUE

FAIRFIELD AVENUE

PLUG WM

10' LANDSCAPE EASEMENT

GRAPHIC SCALE 1"=100'
0 50 100 200

No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

PRELIMINARY SANITARY AND WATERMAIN PLAN - 3

THE HIGHLANDS
YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
739 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-8000
FAX: (630) 942-1774

WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

C544

SW3

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GRAPHIC SCALE 1"=100'
0 50 100 200

No.	Description	Date
7	REV. PER DEVELOPER	08JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

PRELIMINARY SANITARY AND WATERMAIN PLAN - 4

THE HIGHLANDS
YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
729 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-8000
FAX: (630) 942-1774

WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

C544

SW4

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PARCEL 14

PARCEL 18

PARCEL 19

PARCEL 19

(R=2282.01')

CHW

HAMPTON

LANE

PARKSIDE LANE

DEERPOINT

CARDINAL

BLUEBIRD

PARK

AVENUE

GOLDFINCH AVENUE

CROSSING

PRAIRIE

BLACKBERRY

LANE

SCHOOL

COURT

HAWK HOLLOW

DRIVE

SEE SHEET SW2 FOR CONTINUATION

SEE SHEET SW5 FOR CONTINUATION

SEE SHEET SW4 FOR CONTINUATION

SEE SHEET SW2 FOR CONTINUATION

PARCEL 14

PARCEL 15

PARCEL 16

SCHOOL / PARK SITE

PARCEL 17

HAMPTON LANE

PARKSIDE LANE

PRAIRIE CROSSING DRIVE

BLUEBIRD LANE

CARDINAL LANE

DEERPOINT LANE

PARK AVENUE

PRAIRIE LANE

GOLDFINCH AVENUE

BLACKBERRY LANE

SCHOOL COURT

HAWK HOLLOW DRIVE

ASTOR AVENUE

6" FORCE MAIN

20' ACCESS EASEMENT

GRAPHIC SCALE 1"=100'

0 50 100 200

No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

PRELIMINARY SANITARY AND WATERMAIN PLAN - 5

THE HIGHLANDS

YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.

ENGINEERS • SURVEYORS

750 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-9000
FAX: (630) 942-1774

WYNDHAM DEERPOINT

804 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

C544

SW5

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EXHIBIT "E"

PERMITTED VARIATIONS AND DESIGN STANDARDS

I. Permitted Variations to Zoning Ordinance:

A. Section 12.15.5: Sign Code

1. Increase sign face area and height standards to comply with the standards set forth in Exhibit "H" attached hereto

B. PUD for 117 Duplex lots (324 units) with common area and building envelopes in substantial conformance with the Preliminary Plan.

II. Permitted Variations to Subdivision Ordinance:

A. PUD for 117 Duplex lots (324 units) with common area and building envelopes in substantial conformance with the Preliminary Plan.

III. Permitted Variations to Building Code:

IV. Permitted Variations for Signage:

The provisions of the Zoning Ordinance are hereby varied as necessary and appropriate to permit the construction and use of those signs as identified in Paragraph 13 of this Agreement and in Exhibit "H" attached hereto

EXHIBIT "F"

FORM LETTER OF CREDIT OR SURETY BOND

(See following page)

(Letterhead of a Bank, Savings and Loan or Mortgage House)

_____, 20__

Mayor and Aldermen
City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Subdivision Name
Letter of Credit No.
For Account of
Amount
Date

Gentlemen:

The undersigned _____ by _____, its' duly
(name of financial institution) (name & title)
authorized agent,, hereby establishes and issues this Irrevocable Letter of Credit in favor of the City of Yorkville in the amount of $_____, which represents 110% of the cost of the improvements described herein. Such credit is available to be drawn upon by said City upon presentation to this bank of your demand for payment accompanies by a copy of this Letter of Credit.

This Letter of Credit is issued for the purpose of securing and paying for the installation of the following public improvements in the aforesaid subdivision:

DIVISION "A" - SANITARY SEWERS
(engineer's estimate = _____)
DIVISION "B" - WATER MAIN
(engineer's estimate = _____)
DIVISION "C" - STORM SEWERS
(engineer's estimate = _____)
DIVISION "D" - STREETS
(engineer's estimate = _____)
DIVISION "E" - DETENTION BASIN
(engineer's estimate = _____)
DIVISION "F" - MISC. IMPROVEMENTS
(engineer's estimate = _____)
Total engineer's estimate =

The costs of the foregoing improvements are detailed in the attached Engineer's Cost Estimate.

The development is legally described as follows:

See Attached Exhibit "A"

Said public improvements shall be constructed by _____ our customer, in
(subdivider)
accordance with the plans, specifications, completion schedules and cost estimates prepared by
_____.
(subdivider's engineer)

The undersigned agrees that this Irrevocable Letter of Credit shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and cost estimated for said modifications.

This Irrevocable Letter of Credit shall expire on _____, 20____. provided, however, the undersigned shall notify the City Clerk by certified or registered mail, return receipt requested, at least ninety (90) days prior to said expiration date, that said Letter of Credit is about to expire. In no event shall this Irrevocable Letter of Credit or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be extended as required to comply with this notice provision.

This Irrevocable Letter of Credit shall remain in effect until _____, 20___, without regard to
(expiration date)
any default in payment of money owed to the issuer by our customer and without regard to other claims which the Issuer may have against our customer, and in no event shall terminate without notice as specified above.

This Letter of Credit may be renewed by the Issuer or our customer prior to the above expiration date by submitting a new Letter of Credit to the same form and substance as this Letter of Credit to the City Clerk in an amount equal to 110% of the estimated cost to complete and pay for the above described improvements.

It is agreed that the following shall be considered a default by our customer and shall entitle the City to make demand on this Letter of Credit:

1. that said Letter of Credit will expire within thirty (30) days and has not been renewed; or
2. that the aforesaid improvements have not been completed by the subdivider at least thirty (30) days prior to the aforesaid expiration date; or
3. that the owner and/or subdivider has failed to complete or carry on the work of the installation and construction of the required improvements in accordance with the schedule, or at a faster pace if the installation of the private improvements shall be completed before public improvements to service them are available; or
4. that the City of Yorkville has determined that the owner and/or subdivider has demonstrated that they will be unable to complete the improvement; or

5. that the City of Yorkville has determined that the public improvements or other improvements covered by this commitment have been or are likely to be the subject of liens or other claims by contractors, subcontractors or third parties; or
6. that if more funds are disbursed at this time on order of the owner and/or subdivider insufficient funds will remain irrevocably committed to guarantee the completion of all improvements, and such certification indicates that the owner and/or subdivider has been notified that the municipality finds that a breach of the owner's and/or subdivider's obligations has occurred and has not been cured within a period of thirty (30) days.

The Issuer's obligation to the City is based solely on this Irrevocable Letter of Credit engagement between this financial institution and the City and is not subject to instructions from our customer.

It is recognized that the City has directed our customer to proceed with the construction of public improvements upon the guarantee of this irrevocable commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by agreements between this financial institution and our customer.

This Irrevocable Letter of Credit sets forth in full the terms of this undertaking between the Issuer and the City, and such undertaking shall not in any way be modified, amended, amplified, nor shall it be limited by reference to any documents, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Demands on this Letter of Credit shall be made by presenting the Issuer with a letter from the City Clerk of the City of Yorkville demanding payment accompanied by the certificate of the City Clerk of the City of Yorkville certifying the basis for the default and demand on this Letter of Credit.

The undersigned agrees that this Letter of Credit shall not be reduced or discharged except upon receipt of a certificate of the City Clerk of the City of Yorkville certifying that this Letter of Credit may be reduced. The outstanding balance of this Letter of Credit shall be the face amount of this Letter of Credit less any amount which is discharged upon certificate of the City Clerk; Provided however, the outstanding balance of this Letter of Credit shall not be reduced to less than 25% of the approved engineer's estimate upon which this Letter of Credit is based until the City Council accepts the aforementioned improvements and a certificate of the City Clerk certifying that the Letter of Credit has been released by the City Council of the City.

All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

The undersigned further agrees and engages that it will be responsible and liable for attorney fees and court costs which may be incurred by the City in enforcing collection of this Letter of Credit in accordance with its' terms.

We hereby engage with you that all demands for payment in conformity with the terms of this Irrevocable Letter of Credit will be duly honored on presentation to us prior to expiration of this Letter of Credit.

BY:_____ ATTEST:

Name:_____ Name:
Title:_____ Title:

STATE OF ILLINOIS)
) SS
COUNTY OF_____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the_____ of the
(title)
_____, and _____personally known to me to be the
(name of institution) (title)
of said institution, and who are personally known to me to be the same persons whose names are subscribed to the foregoing Letter of Credit as such _____ and _____
(title) (title)
respectively, and caused the corporate seal of said _____ to be affixed thereto
(name of institution)
pursuant to authority given by the Board of Directors thereof as their free and voluntary acts and as the free and voluntary act and deed of said institution.

Given under my hand and official seal this __ day of _____20__.

_____SEAL
Notary Public

EXHIBIT "G"

CURRENT CITY BUILDING CODES

1. BOCA 1999
2. Illinois State Plumbing Code
3. National Electric Code 1999
4. International Building Code 2000

EXHIBIT "H"

PROJECT SIGNAGE

I. Onsite Project Identification Signs:
   1. Number: 4
   2. Maximum Height: 20 feet
   3. Maximum Sign Faces Per Sign: 2
   4. Maximum Sign Face Area Per Side: 200 square feet
   5. Illumination: Permitted
   6. Minimum Setback from Property Line: 5 feet
   7. Location: As from time to time determined by DEVELOPER

II. Onsite Model Home Signs:
   1. Number: 1 sign for each model home
   2. Maximum Height: 6 feet
   3. Maximum Sign Faces Per Sign: 2
   4. Maximum Sign Face Area Per Side: 32 square feet
   5. Illumination: Permitted
   6. Minimum Setback from Property Line: 5 feet
   7. Location: As from time to time determined by DEVELOPER

III. Onsite Directional and Information Signs:
   1. Number: No maximum number
   2. Maximum Height: 6 feet
   3. Maximum Sign Faces Per Sign: 2
   4. Maximum Sign Face Area Per Side: 16 square feet
   5. Illumination: Permitted
   6. Minimum Setback from Property Line: 5 feet
   7. Location: As from time to time determined by DEVELOPER

IV. Onsite Sales or Marketing Signs/Flags:
   1. Number: 12
   2. Maximum Height: 10 feet
   3. Maximum Sign Faces per Sign: 2
   4. Maximum Sign Face Area Per Side: 32 square feet
   5. Illumination: Permitted
   6. Location: As from time to time determined by DEVELOPER

V. Permanent Entry Monument Signs:

Permanent entry monument signs and treatments shall be permitted in compliance with applicable provisions of the CITY Sign Ordinance and Subdivision Ordinance, or as otherwise approved by the CITY Council or Building and Zoning Officer upon request by DEVELOPER.

VI. Other Signs:

In addition to those permitted signs as identified in this Exhibit "H", DEVELOPER shall further have the right to from time to time install and utilize such other signage upon the Highlands Property as otherwise permitted pursuant to the provisions of applicable ordinances of the CITY.

EXHIBIT "I"

RECAPTURE IMPROVEMENTS

1. **To be determined.**

EXHIBIT "J"

RECAPTURE AGREEMENT

(See following six pages)

U:\RMG\yorkville\highlandsannexationagr7.wpd
05/1/01

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Guerard, Kalina & Butkus
Richard M. Guerard
100 W. Roosevelt Road
Wheaton, IL 60187

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT ("Agreement"), is made and entered as of the ____ day of _____, 200_, by and between the UNITED CITY OF YORKVILLE, an Illinois municipal corporation ("CITY") and WYNDHAM DEERPOINT HOMES, an Illinois corporation ("DEVELOPER").

RECITALS:

A. DEVELOPER is the OWNER and DEVELOPER of that certain real estate development located within the corporate limits of the CITY and commonly known as Highlands Crossing Subdivision ("Subdivision").

B. DEVELOPER and the CITY have heretofore entered into that certain Annexation Agreement dated _____, 2002 ("Annexation Agreement") pertaining to the annexation and development of the Subdivision within the CITY.

C. DEVELOPER desires to recapture an allocable share of the costs of constructing certain of the public improvements for the Subdivision ("Recapture Items") which will provide benefit to other properties ("Benefitted Properties") from the OWNERs of the Benefitted Properties ("Benefitted OWNERs").

D. DEVELOPER and the CITY are desirous of entering into this Agreement to provide for the fair and allocable recapture by DEVELOPER of the proportionate costs of the Recapture Items from the Benefitted OWNERs, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **RECAPTURE ITEMS**. The Recapture Items, being elements of the public improvements to be constructed as a part of the development of the Subdivision, are identified in Attachment "A" attached hereto ("Recapture Schedule"). The Recapture Schedule identifies each Recapture Item and the estimated cost to construct each Recapture Item ("Estimated Cost"). DEVELOPER shall cause each of the Recapture Items to be constructed in compliance with the provisions of the Annexation Agreement and to be accepted and conveyed to the CITY in accordance with applicable ordinances of the CITY.

2. **BENEFITTED PROPERTIES**. The Benefitted Properties are legally described in the Recapture Schedule attached hereto as Attachment "B". Each parcel of real estate contained within the Benefitted Properties is referred to herein individually as a "Benefitted Parcel". There are a total of _____ (___) Benefitted Parcels as identified in the Recapture Schedule.

3. **RECAPTURE COSTS**. The Recapture Item(s) which the Corporate Authorities of the CITY have determined will benefit a Benefitted Parcel, and the prorata share of the Estimated Cost of each such Recapture Item to be allocated to such Benefitted Parcel are set forth in the Recapture Schedule. The aggregate amount of the proportionate share of the Estimated Cost for each of the Recapture Items allocable to a Benefitted Parcel is referred to herein as the "Recapture Costs". The Recapture Costs for each of the Benefitted Parcels shall be as identified in the Recapture Schedule. Interest shall accrue on the Recapture Costs for the benefit of DEVELOPER at the rate of six percent (6 %) per annum from the date the Recapture Item is completed by DEVELOPER until the Recapture Cost is paid. All references to Recapture Costs herein shall include accrued interest owed thereon.

4. **COLLECTION OF RECAPTURE COSTS**. The CITY shall assess against and collect from the Benefitted OWNER of a Benefitted Parcel, or any portion thereof, his successors and assigns, the Recapture Cost, calculated under Paragraph 3 of this Agreement for such Benefitted Parcel. At such time as a Benefitted OWNER, or its agent or representative, annexes and/or subdivides a Benefitted Parcel, or any portion thereof, or subdivides the Benefitted Parcel from a larger parcel of land, or applies to the CITY for issuance of a permit for connection to all or any of the Recapture Items, whichever shall first occur, the CITY shall collect from such Benefitted OWNER, or its agent or representative, the applicable Recapture Costs, owed hereunder by such Benefitted Parcel. No Benefitted Parcel which is a part of a subdivision (whether by plat or division by deed) shall be approved or recognized by the CITY or be issued a connection permit to a Recapture Item by the CITY until such Benefitted Parcel has fully paid the applicable Recapture Costs, owed by such Benefitted Parcel under this Agreement.

5. **PAYMENT OF RECAPTURE COSTS**. Any Recapture Costs, collected by the CITY pursuant to this Agreement shall be paid to DEVELOPER, or such other person or entity as DEVELOPER may direct by written notice to the CITY, within thirty (30) days following

collection thereof by the CITY. It is understood and agreed that the CITY's obligation to reimburse DEVELOPER shall be limited to funds collected from the Benefitted OWNERs as provided herein, and payments made hereunder shall be made solely out of said funds. This Agreement shall not be construed as creating any obligation upon the CITY to make payments from its general corporate funds or revenue.

6. **CITY'S OBLIGATION**. The CITY and its officers, employees and agents shall make all reasonable efforts to make the aforesaid collections of the Recapture Costs, for each Benefitted Parcel. Neither the CITY or any of its officials shall be liable in any manner for the failure to make such collections, and DEVELOPER agrees to hold the CITY, its officers, employees and agents, harmless from the failure to collect said fees. In any event, however, DEVELOPER and/or the CITY may sue any Benefitted OWNER owing any Recapture Costs, hereunder for collection thereof, and in the event DEVELOPER initiates a collection lawsuit, the CITY agrees to cooperate in DEVELOPER's collection attempts hereunder by allowing full and free access to the CITY's books and records pertaining to the subdivision and/or development of the Benefitted Parcel and the collection of any Recapture Costs therefor. In the event the CITY and any of its agents, officers or employees is made a party defendant in any litigation rising out of or resulting from this Agreement, DEVELOPER shall defend such litigation, including the interest of the CITY, and shall further release and hold the CITY harmless from any judgment entered against DEVELOPER and/or the CITY and shall further indemnify the CITY from any loss resulting therefrom, except to the extent such loss results from the grossly negligent or willfully wrongful act or conduct of the CITY or any of its agents, officers or employees.

7. **CITY'S COLLECTION OF OTHER FEES AND CHARGES**. Nothing contained in this Agreement shall limit or in any way affect the rights of the CITY to collect other fees and charges pursuant to CITY ordinances, resolutions, motions and policies. The Recapture Costs provided for herein for each Benefitted Parcel is in addition to such other CITY fees and charges.

8. **TERM**. This Agreement shall remain in full force and effect for a period of twenty (20) years from the date hereof, unless sooner terminated by the mutual agreement of the parties hereto or by the completion of all duties to be performed hereunder. In the event no portion of a Benefitted Parcel is a part of a subdivision approved or recognized by the CITY and no connection permit as aforesaid is issued by the CITY for such Benefitted Parcel within ten years following the date of this Agreement, this Agreement, and each and every duty and undertaking set forth herein pertaining to such Benefitted Parcel, shall become null and void and of no further force and effect as to such Benefitted Parcel.

9. **LIEN**. The recordation of this Agreement against the Benefitted Properties shall create and constitute a lien against each Benefitted Parcel, and each subdivided lot hereafter contained therein, in the amount of the Recapture Costs, plus interest, applicable hereunder to such Benefitted Parcel.

10. **MISCELLANEOUS PROVISIONS**.

A. Agreement: This Agreement may be amended upon the mutual consent of the parties hereto from time to time by written instrument and conformity with all applicable statutory and ordinance requirements and without the consent of any other person or corporation owning all or any portion of the Benefitted Properties.

B. Binding Effect: Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of DEVELOPER and any successor municipal corporation of the CITY.

C. Enforcement: Each party to this Agreement, and their respective successors and assigns, may either in law or in equity, by suit, action, mandamus, or other proceeding in force and compel performance of this Agreement.

D. Recordation: A true and correct copy of this Agreement shall be recorded, at DEVELOPER's expense, with the Kendall County Recorder's office. This Agreement shall constitute a covenant running with the land and shall be binding upon the Benefitted Properties in accordance with the terms and provisions set forth herein.

E. Notices: Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed telefacsimile transmission provided a hard copy of such notice is deposited in the U.S. mail addressed to the recipient within twenty-four hours following the telefacsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to CITY:
United CITY of Yorkville
Attn: CITY Clerk
800 Game Farm Road
Yorkville, Il 60540
Fax: (630) 553-8330

With a copy to:
United CITY of Yorkville's Attorney
Daniel J. Kramer, esq.
1107 A1
South Bridge Street
Yorkville, Il
Fax: (630) 553-5764

If to OWNER and/or DEVELOPER:	Wyndham Deerpoint Homes 605 Lindsay Circle North Aurora, IL. 60542 Attn: Mary E. Krasner Fax: (630) 966-1006
with a copy to:	Guerard, Kalina & Butkus 100 W. Roosevelt Road Wheaton, IL 60187 Attn: Richard M. Guerard Fax: (630) 690-9652

F. Severability: The invalidity or unenforceability of any of the provisions hereof, or any charge imposed as to any portion of the Benefitted Properties, shall not affect the validity or enforceability of the remainder of this Agreement or the charges imposed hereunder.

G. Complete Agreement: This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement, regarding the subject matter of this Agreement shall be deemed to exist to bind the parties. This Agreement shall be governed by the laws of the State of Illinois.

H. Captions and Paragraph Headings: Captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement, and further shall not be used to construe the terms hereof.

I. Recitals and Exhibits: The recitals set forth at the beginning of this Agreement and the exhibits attached hereto are hereby incorporated into this Agreement and made a part of the substance hereof.

J. Enforceaibility: This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties hereto by an appropriate action of law or in equity to secure the performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

DEVELOPER:

WYNDHAM DEERPOINT HOMES,
an Illinois partnership

By: _____

Title: _____

Attest: _____

Title: _____

CITY:

UNITED CITY OF YORKVILLE, an
Illinois municipal corporation

By: _____

Title: _____

Attest: _____

Title: _____

YORKVILLE COMMUNITY UNIT DISTRICT 115

602 Center Parkway, Suite A, P. O. Box 579
Yorkville, IL 60560-0579
Telephone (630) 553-4382
Fax (630) 553-4398

YORKVILLE HIGH SCHOOL
797 Game Farm Road
Yorkville, Illinois 60560
Telephone (630) 553-4380

YORKVILLE MIDDLE SCHOOL
702 Game Farm Road
Yorkville, Illinois 60560
Telephone (630) 553-4385

CIRCLE CENTER INTERMEDIATE SCHOOL
901 Mill Street
Yorkville, Illinois 60560
Telephone (630) 553-4388

YORKVILLE GRADE SCHOOL
201 West Somonauk Street
Yorkville, Illinois 60560
Telephone (630) 553-4390

BRISTOL GRADE SCHOOL
23 Hunt Street
P.O. Box 177
Bristol, Illinois 60512
Telephone (630) 553-4383

January 6, 2003

Mr. Daniel J. Kramer
Attorney - United City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

RE: Annexation and Petition for approval of Subdivision Plat for Wyndham Deerpoint Homes (The Highlands subdivision)

Upon review and final approval of the Board of Education of Yorkville Community Unit School District #115, and final Annexation Agreement and Petition for approval of Subdivision Plat for Wyndham Deerpoint Homes, it will be our intent that the majority of the School Land/Cash contribution, if not all of it, is in the form of a school site being dedicated to the School District and if there is any amount still owed, that will be made by a cash contribution.

As of today, we are still discussing the Annexation Agreement with our attorney, Peter Wilson.

Sincerely,

Thomas D Engler

Dr. Thomas D. Engler
Superintendent

TDE/mlm

WE EXPECT OUR CHILDREN TO DO WELL 115 AND WE WORK AT IT

Exhibit "K"

Exhibit "L"

KENDALL COUNTY RIGHT-TO-FARM STATEMENT

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

EXHIBIT "M"

Special Tax Bond Policy

(See following pages)

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

RESOLUTION NO. 2002- 04
RESOLUTION APPROVING SPECIAL TAX BOND POLICY

WHEREAS, the UNITED CITY OF YORKVILLE is experiencing substantial growth for residential, commercial, manufacturing, and industrial uses which require the installation of substantial infrastructure to the City and related tax bodies; and

WHEREAS, the need for substantial installation of infrastructure has generated extra ordinary costs over and above those normally associated with the development of real property within the City limits; and

WHEREAS, the City if desirous of providing that the cost of infrastructure be borne as much as possible from private funding sources, so as not to constitute a burden on its existing citizens; and

WHEREAS, the Illinois Legislature has approved various private funding mechanisms know as Special Tax Service Areas (SSA) and Special Tax Assessment Areas (SAA), but not limited thereto, and there may be future types of private funding mechanisms created which will inure to the benefit of the UNITED CITY OF YORKVILLE and private property owners to provide private funding mechanisms for purposes of creating a fund for payment and construction of infrastructure improvements; and

WHEREAS, the UNITED CITY OF YORKVILLE through the services of private Consultants has done a study to determine the applicability of said private funding mechanisms to the creation, design, and construction of infrastructure improvements within the UNITED CITY OF YORKVILLE; and

WHEREAS, the City Council of the UNITED CITY OF YORKVILLE deems it in the best interest of the City, its Citizens, and as an acceptable method of providing the financing for the construction of various infrastructure improvements; and

WHEREAS, the City is further desirous of providing that said infrastructure improvements will be constructed and financed with no recourse on the underlying bond obligations to the UNITED CITY OF YORKVILLE:

NOW THEREFOR upon Motion duly made, seconded, and approved by those so voting the Special Tax Bond Policy attached hereto and incorporated herein by reference is hereby adopted and it is RESOLVED by the City Council of the UNITED CITY OF YORKVILLE that said Special Tax Bond Policy shall be the guideline structure to determine the applicability of those private funding mechanism indicated above and within the Special Tax Bond Policy to be used in the UNITED CITY OF YORKVILLE to fund infrastructure improvements.

MIKE ANDERSON	A	JOSEPH BESCO	Y
VALERIE BURD	Y	PAUL JAMES	Y
LARRY KOT	Y	MARTY MUNNS	Y
ROSE SPEARS	Y	RICHARD STICKA	Y

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 26th day of March, A.D. 20__.

MAYOR

M-3

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this 27th day of March, A.D. 2007.

Attest: _____
CITY CLERK

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

WHEREAS, the City Council of the UNITED CITY OF YORKVILLE deems it in the best interest of the City, its Citizens, and as an acceptable method of providing the financing for the construction of various infrastructure improvements; and

WHEREAS, the City is further desirous of providing that said infrastructure improvements will be constructed and financed with no recourse on the underlying bond obligations to the UNITED CITY OF YORKVILLE:

NOW THEREFOR upon Motion duly made, seconded, and approved by those so voting the Special Tax Bond Policy attached hereto and incorporated herein by reference is hereby adopted and it is RESOLVED by the City Council of the UNITED CITY OF YORKVILLE that said Special Tax Bond Policy shall be the guideline structure to determine the applicability of those private funding mechanism indicated above and within the Special Tax Bond Policy to be used in the UNITED CITY OF YORKVILLE to fund infrastructure improvements.

MIKE ANDERSON	A	JOSEPH BESCO	Y
VALERIE BURD	Y	PAUL JAMES	Y
LARRY KOT	Y	MARTY MUNNS	Y
ROSE SPEARS	Y	RICHARD STICKA	Y

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 24th day of March, A.D. 20__.

MAYOR

M-3

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this 27th day of March, A.D. 2007.

Attest: _____
CITY CLERK

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

AGREEMENT

THIS AGREEMENT, made this 17 day of December 2002 by and between WYNDHAM DEERPOINT HOMES, an Illinois partnership, and CREEK PARTNERS, LLC, an Illinois limited liability company, (hereinafter referred to as "OWNER/DEVELOPER"), and MARY BLOCK,

WHEREAS, OWNER/DEVELOPER are in the process of annexing to the City of Yorkville for the purpose of building a residential development on certain property in Kendall Township. Kendall County, Illinois, and

WHEREAS, MARY BLOCK is an owner of certain properties which abut and are effected by such development, and

WHEREAS, the parties desire to enter into an Agreement reflecting their mutual interests,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. That OWNER/DEVELOPER shall install various plantings along the common boundary between the property of MARY BLOCK and the OWNER/DEVELOPER in accordance with plans dated July 3rd, 2002 and known as Project No. WY 0206, all of which will be installed and completed prior to any building permits being issued in the proposed development.

2. That OWNER/DEVELOPER of property shall construct a tile from point of discharge from Developer's property on the Southerly corner of Developer's property located on the division line between Sections 9 and 10, Kendall Township, Kendall County, Illinois, to a point approximately 1700 feet in length on certain land owned by the MARY BLOCK located in the Westerly one-half of Section 10, Kendall Township, Kendall County, Illinois, at which grass waterway begins. Said tile shall be constructed of a size no less than the size of the discharge at the point of discharge from the Developer's property and shall include approved erosion control measures at its discharge onto the said grass waterway to prevent future erosion. Such approval shall be made by the City of Yorkville engineers and the engineers of MARY BLOCK.

3. That OWNER/DEVELOPER shall install and hook up a two-inch (2") water line from an existing well located on the MARY BLOCK property located in the Southeast Quarter of Section 3, Kendall Township, Kendall County, Illinois, for the purpose of watering cattle owned by Mary Block located on the MARY BLOCK real estate located in the Southwest Quarter of Section 3 and elsewhere, all in accordance with the proposal of H D Backhoe Services, LLC dated November 7th, 2002, a copy of which is attached hereto, and the installation of two (2) tanks for said watering purposes in accordance with the bid of Grainco FS, Inc. as attached hereto.

4. That OWNER/DEVELOPER agree to reimburse MARY BLOCK in the sum of Five

Hundred ($500.00) Dollars in fencing expenses and also the costs of electrical connections.

WYNDHAM DEERPOINT HOMES, an Illinois partnership, and CREEK PARTNERS, LLC, an Illinois limited liability company, OWNER/DEVELOPER

BY: _____
Title: Partner

BY: _____
Title: Member

MARY BLOCK

Mary C Block

H.D. BACKHOE SERVICE, LLC
P.O. Box 158
YORKVILLE, IL 60560

(630) 553-5556 FAX (630) 553-1810

PROPOSAL

Page No. _____ of _____ Pages

JOB NAME NO

LOCATION

Att.: Chris

PHONE

DATE

November 7, 2002

To: Sunny Valley

Rt. 126

Yorkville, IL 60560

We hereby submit specifications and estimates for:

Install and hook – up 2" water line for cattle watering tanks with concrete pad.

2000ft. 2" SDR pipe 240 test	$2,500.00
Machine and labor	$3,720.00
Manhole and frame with lid	$1,200.00
2 – 1" hydrant	$320.00
Plumber and fittings	$300.00
3/6 Wire 2000ft.	$900.00
Concrete pads	$1,600.00
Tax on materials:	$267.30
	$10,807.30

Electric hook – up by others

Subject to County Approval

~~Coring Hole in Wall ($600 if applicable)~~

Backfill to rough grade – Landscaping NOT included

~~Frost of 4" or more will be an additional charge at hourly rates~~

WE PROPOSE hereby to furnish material and labor – complete in accordance with these specifications, for the sum of:

_____ dollars ($ _____).

Payable within 30 days of job completion.

Ten Thousand Eight Hundred Seven and 30/100 $10,807.30

A 1.5% charge will be added to all payments after 30 days unless prior arrangements are made.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL — The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

GRAINCO FS INC.

MORRIS, ILLINOIS 60450
Mazon (815) 448-2151 Morris (815) 942-3210
Minooka (815) 467-6665 Dwight (815) 584-3429
Yorkville (630) 553-7471 Newark (815) 695-5213
Lisbon Center (815) 475-4111

CUSTOMER'S ORDER NO	PHONE	DATE
Fax	630-553-5179	10/17/02

NAME

ADDRESS Sunny Valley Farm

Bid for Future Order

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	

QTY.	DESCRIPTION	PRICE	AMOUNT
2 -	Mira Fount 6001 Big Spring Contains Electric Heat (Demensions 90"L x 33"W and Drinker height 24")	769.50 ea	1539 00
2	Freight	55.00 ea	110 00
	total		1649 00

Thank You!

FUTURE DELIVERY ORDER

TAX

RECEIVED BY

TOTAL

OCT-17-02 11:07 AM GRAINCO FS INC 630 553 1096 P.01

United City of Yorkville

County Seat of Kendall County
800 Game Farm Road
Yorkville, Illinois 60560
Phone: 630-553-4350
Fax: 630-553-7575

Fax

Date: 2/3/03 **Pages:** 5 (Including cover sheet)

To: Dan Kramer **Fax #:**

Company Name:

From: Liz Daura

Re: The Highlands - Agreement w/Mary Bloch

CC:

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply**

• **Comments:**

FYI.

If you do not receive this transmission in its entirety, or have any problems with the receipt of this transmission, contact the sender immediately. If you have received this facsimile in error, please notify us by telephone immediately. The contents of this facsimile transmission are confidential and are not intended for distribution or publication without the sender's prior written consent.

HP LaserJet *3330*

ity of Yorkville
630-553-7575
Feb-3-2003 12:56PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
741	2/ 3/2003	12:54:31PM	Send	5535764	2:01	5	OK

United City of Yorkville
County Seat of Kendall County
800 Game Farm Road
Yorkville, Illinois 60560
Phone: 630-553-4350
Fax: 630-553-7575

Fax

Date: 2/3/03 Pages: 5 (including cover sheet)

To: Dan Kramer Fax #:

Company Name:

From: Liz Dawn

Re: The Higlands - Agreement w/ Mary Beth

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

e Comments:

FYI.

If you do not receive this transmission in its entirety, or have any problems with the receipt of this transmission, contact the sender immediately. If you have received this facsimile in error, please notify us by telephone immediately. The contents of this facsimile transmission are confidential and are not intended for distribution or publication without the sender's prior written consent.

United City of Yorkville

County Seat of Kendall County
800 Game Farm Road
Yorkville, Illinois 60560
Phone: 630-553-4350
Fax: 630-553-7575

November 13, 2003

Mayor Arthur Prohaska
United City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

RE: Raintree Village

Dear Art:

Enclosed please find the original Agreement Letter with the Yorkville Community Unit School District and the Developer. This is the original of the photocopy that we reviewed and discussed at staff meeting with Tony about two weeks.

I have spoken personally on two occasions with Attorney Peter K. Wilson on behalf of the School District. I indicated that the Letter is in conformance with the Annexation/PUD Agreement and conforms to the contribution level required in the Agreement, and that the procedure to be used is acceptable to the City. I further informed him that we are not taking any position on whether the fees are allocated at the time of filing each particular plat or one lump sum payment since the City took no part in the negotiation of those terms. Based upon that discussion I would recommend you sign the agreement and forward the original to Dr. Engler. Please keep a copy for the City files and send me a signed copy as well.

Very Truly Yours,

Daniel J. Kramer,
Attorney at Law

DJK/cth

MICKEY, WILSON, WEILER, RENZI & ANDERSSON, P.C.

ATTORNEYS AT LAW

2111 W. PLUM STREET, SUITE 201

AURORA, ILLINOIS 60506

www.mickeywilson.com

GARY K. MICKEY
PETER K. WILSON, JR.
BERNARD K. WEILER
CONSTANCE BURNETT RENZI
STEVEN A. ANDERSSON

MAILING ADDRESS: P.O. BOX 787
AURORA, ILLINOIS 60507-0787

TELEPHONE: (630) 801-9699
FAX: (630) 801-9715
WRITER'S E-MAIL: pkw@mickeywilson.com

November 12, 2003

Mr. Daniel J. Kramer
1107A South Bridge Street
Yorkville, IL 60560

Re: Yorkville Community District #115
Raintree Village, f/k/a Highlands Subdivision

Dear Dan:

Enclosed is an original Letter Agreement executed by all parties except the City of Yorkville. Could you please have it signed by the City and circulate copies to all parties. Thank you for your cooperation.

Very truly yours,

Peter K. Wilson Jr

Peter K. Wilson, Jr.

PKW:mar

Enclosure

cc: Dr. Thomas Engler

YORKVILLE COMMUNITY UNIT DISTRICT 115

602 Center Parkway, Suite A, P. O. Box 579
Yorkville, IL 60560-0579
Telephone (630) 553-4382
Fax (630) 553-4398

YORKVILLE HIGH SCHOOL
797 Game Farm Road
Yorkville, Illinois 60560
Telephone (630) 553-4380

YORKVILLE MIDDLE SCHOOL
702 Game Farm Road
Yorkville, Illinois 60560
Telephone (630) 553-4385

CIRCLE CENTER
INTERMEDIATE SCHOOL
901 Mill Street
Yorkville, Illinois 60560
Telephone (630) 553-4388

YORKVILLE GRADE SCHOOL
201 West Somonauk Street
Yorkville, Illinois 60560
Telephone (630) 553-4390

BRISTOL GRADE SCHOOL
23 Hunt Street
P.O. Box 177
Bristol, Illinois 60512
Telephone (630) 553-4383

October 31, 2003

Michael Godek
Concord Homes
1540 E. Dundee Rd.
St. 350
Palatine, IL 60074

Richard Guerard
Wyndham Deerpoint
605 Lindsay Circle
North Aurora, IL 60542

Mayor Art Prochaska
City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

Re: Raintree Village, f/k/a Highlands Subdivision
Yorkville community Unit School District #115

Gentlemen:

This will confirm the prior conversations between Concord's counsel, Brian Meltzer, Mr. Rich Gerard of Wyndham Deer point, and our counsel, Peter K. Wilson, Jr., concerning the process for the payment and expenditure of certain of the impact fees required under Section 12A of the Amendment to Annexation Agreement dated January 1, 2002 and covering the above-referenced subdivision.

The school contribution contained in that Agreement provides, among other matters, for a school contribution of $3,000 per unit. One-half of $1,500 per unit, is to be paid at the time of filing of final plat, and the balance is paid at the rate of $1,500 per unit on a per building permit basis. The Agreement contemplates the amount paid with final plat shall be deposited in escrow, and that the escrowed funds will be used by the District to build a school or schools on the land dedicated in the subdivision for a school site.

Per the above-referenced discussions, the parties have agreed that, in lieu of a formal escrow, the funds will be paid directly to the School District, and a receipt given by the District to be used by the Developer for obtaining approval by the City of Yorkville of its final plat. Pursuant to that Agreement, the School District shall segregate said funds into a separate account. At such time as the School District is ready to proceed with the construction of a school on the site dedicated in the subdivision, and prior to utilizing the funds set aside for such purpose, the School District will give formal notice of such to Concord Homes, Wyndham Deerpoint Homes, and to the City of Yorkville.



If you are in agreement with the foregoing, please sign and return a copy of this correspondence to the undersigned.

Sincerely,

Dr. Thomas D. Engler
Superintendent

TDE/mlm

Agreed to and accepted this 7th day
Of November ,2003

Concord Homes

Agreed to and accepted this 5th day
Of November ,2003

Wyndham Deerpoint

Agreed to and accepted this 14th day
Of November ,2003

City of Yorkville

EXHIBIT C

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

200300002858
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
01-28-2003 At 02:16 PM.
ORDINANCE 18.00

ORDINANCE NO. 2002 - 52

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT OF WYNDHAM DEERPOINT HOMES and CREEK PARTNERS, L.L.C. (THE HIGHLANDS SUBDIVISION)

WHEREAS, it is in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement pertaining to the annexation and development of the real estate described on Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement has been drafted and has been considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1, as amended, for the execution of said Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement has been fully complied with; and

WHEREAS, the property is contiguous to the City.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: That the Mayor and City Clerk are herewith authorized and directed to execute, on behalf of the City, an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement concerning the annexation and development of the real estate described therein, a copy of which Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement is attached hereto and made a part hereof.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

MIKE ANDERSON	yes	JOSEPH BESCO	yes
VALERIE BURD	yes	PAUL JAMES	yes
LARRY KOT	yes	MARTY MUNNS	absent
ROSE SPEARS	yes	RICHARD STICKA	yes

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this

10th day of December, A.D. 2002

MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this

10th day of December, A.D. 2002.

Attest:
CITY CLERK

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

Wehrli Property
Legal Description

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.36 FEET TO A POINT THAT IS NORTH 00° 04' 21" WEST 2306.58 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88°56' 46" EAST 2652.37 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO AN OLD CLAIM LINE RUNNING NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID OLD CLAIM LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE NORTH 00° 08' 09" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57° 59' 05" EAST ALONG SAID OLD CLAIM LINE, 299.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01° 51' 32" WEST, 402.10 FEET; THENCE SOUTH 59° 25' 54" EAST, 256.51 FEET; THENCE NORTH 59° 55' 25" EAST, 355.65 FEET; THENCE NORTH 62° 43' 29" EAST, 853.57 FEET; THENCE NORTH 33° 24' 40" EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126; THENCE NORTHWESTERLY ...NG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2292.01 FEET AND A RADIAL ...RING OF SOUTH 20° 23' 51" WEST AT THE LAST DESCRIBED POINT, 509.41 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 57° 59' 05" WEST ALONG SAID OLD CLAIM LINE, 1304.80 FEET TO THE POINT OF BEGINNING;) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (COMMONLY KNOWN AS THE WHERLI FARM)

U:\RMG\yorkville\highlandsannexationagr7.wpd
12/10/02

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

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

200300002859
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
01-28-2003 At 02:16 PM.
ANNEX AGREE 106.00

AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT
(The Highlands Subdivision)

THIS AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT ("**Agreement**"), is made and entered as of the 17th day of Dec., 2002, by and between WYNDHAM DEERPOINT HOMES, an Illinois partnership ("**OWNER and DEVELOPER**") CREEK PARTNERS, L.L.C., an Illinois limited liability company ("**OWNER**"), and the UNITED CITY OF YORKVILLE, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois ("**City**") by and through its Mayor and Alderman ("**Corporate Authorities**"). OWNER, DEVELOPER and the City are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. OWNER is the OWNER of record of those certain parcels of real estate legally described on Exhibit "A" attached hereto ("**Highlands Property**").

B. OWNER and the City, together with the OWNER of certain other property have heretofore entered into that certain Annexation Agreement dated March 28, 1997 and amended June 24, 1999 with City ("**Annexation Agreement**") which provided for, among other things, the annexation of a portion of the Highlands Property to the City. Annexed as a part of the Annexation Agreement was a parcel of property adjacent to the west, of approximately 186 acres commonly referred to as the Doeschtman property **("Doeschtman Property").**

C. The Doeschtman Property has heretofore been annexed to the corporate limits of the City in accordance with the provisions of the Annexation Agreement.

D. The OWNER is in fee title to the property contiguous to the Doeschtman Property and commonly known as the Wehrli Parcel (**"Wehrli Parcel"**)(approximately 134 acres) The Doeschtman and Wehrli Properties are collectively referred to as the Highlands Property). The OWNER desires to annex additional property on exhibit A to the City for the purposes of developing one contiguous planned unit development (PUD) known as the Highlands Subdivision (approximately 320 acres).

E. DEVELOPER desires to proceed with the development thereof for residential use in accordance with the terms and provisions of this Agreement.

F. DEVELOPER further desires to amend the Annexation Agreement as it pertains to the Doetschman Property in accordance with the terms and provisions of this Agreement in order to facilitate the development of the Property for a residential Planned Unit Development, and the City is agreeable to amending the Annexation Agreement as it pertains to the Doetschman Property in accordance with the terms and provisions of this Agreement. This Agreement is not intended, and shall not be construed, to alter or amend the Annexation Agreement and the rights, duties and obligations thereunder as the same pertains to the other real estate being the subject of the Annexation Agreement.

G. DEVELOPER proposes that a portion of the Highlands Property as legally described and depicted in Exhibit "B" attached hereto (**"R-2 Parcel"**) be rezoned as a PUD under the R-2 One-Family Residence District, and R-2d2, duplex provisions of the City Zoning Ordinance (**"Zoning Ordinance"**), Residence District with a Special Use for a Planned Unit Development with single-family, and duplex residences.

H. All public hearings, as required by law, have been duly held by the appropriate hearing bodies of the City upon the matters covered by this Agreement.

I. The City and DEVELOPER have given all appropriate notices due to be given pursuant to applicable provisions of the Illinois Compiled Statutes and the City Code.

J. The Corporate Authorities, after due and careful consideration, have concluded that the Agreement of the Annexation Agreement in accordance with the terms and provisions of this Agreement, and the rezoning, subdivision and development of the Doetschman and Wehrli Property as provided for herein, will inure to the benefit and improvement of the City in that it will increase the taxable value of the real property within its corporate limits, promote the sound planning and development of the City and will otherwise enhance and promote the general welfare of the people of the City.

K.

(i) Each party agrees that it is in the best interests of the OWNER and DEVELOPER and the City to annex and develop the subject real property described in the Attached

Exhibit "A" as a Planned Unit Development (PUD) establishing a unique character and to provide for the orderly flow of traffic in the development and to adjoining real property.

(ii) Each party agrees that it is in the best interest of the local governmental bodies affected and the DEVELOPER and OWNER to provide for specific performance standards in the development of the subject property.

(iii) Each party agrees that a substantial impact will be had on the services of the United City of Yorkville and the Yorkville School District by development of said real property.

(iv) The subject real property is located contiguous to the corporate boundaries of the CITY; and not within the cororate boundaries of any other municipality.

L. It is the desire of the CITY, DEVELOPER and OWNER that the development and use of the Highlands Property proceed as conveniently as may be, in accordance with the terms and provisions of this Agreement, and be subject to the applicable ordinances, codes and regulations of the CITY now in force and effect, except as otherwise provided in this Agreement.

M. The CITY's Plan Commission has considered the Petition, and the CITY Council has heretofore both requested and approved the proposed land use and the zoning of the same at the request of OWNER/DEVELOPER.

N. The OWNER/DEVELOPER and its representatives have discussed the proposed annexation and have had public meetings with the Plan Commission and the CITY Council, and prior to the execution hereof, notice was duly published and a public hearing was held to consider this Agreement, as required by the statutes of the State of Illinois in such case made and provided.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties hereto agree to enter into this Agreement and to supplement and in addition to the Petition for Zoning and Annexation and drawings submitted therewith, including the approved Preliminary Plat of Subdivision to be approved by the CITY Council upon the following terms and conditions and in consideration of the various agreements made between the parties:

1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant to and in accordance with the provisions of the CITY Ordinances and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.

2. ZONING. As soon as reasonably practicable following the execution of this Agreement, the Corporate Authorities shall adopt such ordinances as may be necessary and appropriate to rezone the Property under the R-2 One-Family Residence District and R2D-2 Duplex Two Family Residence District of the CITY Zoning Ordinance ("**Zoning Ordinance**"), One Family Residence District with a Special Use for a Planned Unit Development. The zoning map of the CITY shall thereupon be modified to reflect the classifications of the Highlands Property as aforesaid.

3. SUBDIVISION OF HIGHLANDS PROPERTY.

A. Approval of Preliminary Plan (Preliminary Plat, Preliminary Landscaping and Preliminary Engineering). DEVELOPER has submitted to the CITY a preliminary plat of subdivision for the Highlands Property prepared by Land Vision, Inc., a copy of which preliminary plat is attached hereto and made a part hereof as Exhibit "C" ("**Preliminary Plat**"). DEVELOPER has also submitted to the CITY a preliminary landscape plan for the Highlands Property (Prepared by Gary Webber and Associates, a copy of which is attached hereto as Exhibit "C-1" ("**Preliminary Landscape Plan**") and preliminary engineering prepared by Jacob and Heffner Associates, P.C. , a copy of which preliminary engineering is attached hereto as Exhibit "D ("**Preliminary** Engineering"). The Preliminary Plat, Preliminary Landscape Plan and Preliminary Engineering are collectively referred to as the **Preliminary Plan**. Prior to execution of this Agreement, DEVELOPER has submitted the Preliminary Plan to the Plan Commission of the CITY and said Plan Commission has recommended approval of the Preliminary Plan as complying with all the provisions of the Subdivision Regulations and the Zoning Ordinance of the CITY, except for those items for which variations or deviations have been granted, as set forth in this Agreement. In accordance with the development concepts set forth on the Preliminary Plan, the Highlands Property shall be developed in substantial accordance with the one family and two family dwelling unit concepts set forth therein, with a total buildable subdivided lot count of 405 one family lots and 117 two family lots (234 units) (639 total dwelling units) within the Highlands Property, subject to Final Plat and Final Engineering review, as defined in Paragraph 3.B hereof.

The Highlands Property shall be developed in the manner and in accordance with the development concept set forth in the Preliminary Plat, and such development shall be in full conformance with the CITY's Zoning Ordinance, Subdivision Regulations, Building Code, and other CITY ordinances, codes, rules and regulations pertaining to the development of the Highlands Property as provided in Paragraph 8 of this Agreement, except as otherwise modified or varied pursuant to the terms of this Agreement. The engineering design for the sanitary sewer, water, storm sewer

service and the storm water retention/detention, as well as the streets and sidewalks within, upon and serving the Highlands Property, shall be substantially as provided in the preliminary engineering plans attached hereto on Exhibit "D" . The Preliminary Plat, Preliminary Landscape Plan and Preliminary Engineering are referred to herein collectively as the "**Preliminary Plan**". Developer agrees to conform its Final Plan to provide the buffering and screening agreed to between DEVELOPER and the adjoining owners and to complete any written agreements made by DEVELOPER with the adjoining owners of the subject property.

B. Approval of Final Plat and Final Engineering. DEVELOPER shall have the right to develop the Highlands Property in such number of phases or units (individually a "**Phase of Development**" and collectively the "**Phases of Development**") as DEVELOPER may from time to time determine in its sole discretion. Upon the submittal by DEVELOPER to the CITY of a final plat of subdivision ("**Final Plat**"), final landscape plan ("**Final Landscape Plan**") and final engineering plans ("**Final Engineering**") for a Phase of Development, which substantially conform with the Preliminary Plans as to such Phase of Development, the CITY shall promptly approve such Final Plat, so long as it is in substantial conformity with the approved Preliminary Plan, and that DEVELOPER is not in material breach or default as to any terms of this Agreement, Final Landscape Plan and Final Engineering in compliance with applicable law and cause the Final Plat to be duly recorded with the Kendall County Recorder's office provided DEVELOPER complies with applicable CITY regulations pertaining to (i) the posting of the applicable Security Instruments, as defined in Paragraph 6 of this Agreement, for such Phase of Development, (ii) the payment of applicable fees to the CITY as provided for in this Agreement and (iii) the procurement of such approvals as may be required by other governmental authorities with jurisdiction thereover. The Final Plat, Final Landscape Plan and Final Engineering are referred to herein collectively as the "**Final Plans**". Concurrent with and prior to recording a Final Plat the CITY's review of Final Plans for a Phase of Development, DEVELOPER shall submit to the CITY for its review a copy of the Declaration of Covenants, Restrictions and Easements (or similarly named document) ("**Declaration**") which will be used by DEVELOPER to establish the covenants, conditions and restrictions for such Phase of Development. The Declaration shall provide for the authority of DEVELOPER and/or the CITY to establish an association or associations of homeowners (each a "Homeowners Association") which shall have Primary Responsibility, as defined in Paragraph 21 hereof, for the ownership, care and maintenance of the common open space areas within the Highlands Property as listed in Exhibit "K" attached hereto ("**Common Facilities**") and the collection of assessments from the association members to defray the cost thereof. The Declaration shall be recorded against each Phase of Development simultaneously with the recording of the Final Plat for each Phase of

Development. The SSA, as defined in Paragraph 21 of this Agreement, shall be utilized by the CITY to carry out the Secondary Responsibility, as defined in said Paragraph 21, to fund the cost of maintaining the Common Facilities.

C. DEVELOPER agrees to conform its Final Engineering and Final Plats to provide the buffering and screening agreed to between DEVELOPER and the adjoining OWNER of the subject property.

D. Right to Farm Disclosure. DEVELOPER agrees to include Kendall County "Right to Farm Statement" language attached hereto as Exhibit "L" on each Final Plat of Subdivision.

4. VARIATIONS FROM LOCAL CODES. The specific variations and deviations from the CITY's ordinances, rules, and codes as set forth in Exhibit "E" attached hereto have been requested, approved and are permitted with respect to the development, construction, and use of the Highlands Property ("**Permitted Variations**").

5. UTILITIES AND PUBLIC IMPROVEMENTS. OWNER and DEVELOPER agree that any extension and/or construction of these utilities and public improvements shall be performed in accordance with existing CITY subdivision regulations as varied by this Agreement, and such work and the cost thereof shall be the sole responsibility of DEVELOPER, except as otherwise provided in this Agreement:

A. Sanitary Sewer Facilities. DEVELOPER shall cause the Highlands Property, or such developable portions thereof as may be appropriate, to be annexed to the Yorkville-Bristol Sanitary District ("**Yorkville Bristol**" or "**YBSD**") for the purpose of extending and connecting to the sanitary sewer lines and treatment facilities of Yorkville-Bristol. The installation of sanitary sewer lines to service the Highlands Property and the connection of such sanitary sewer lines to the existing sewer lines of Yorkville-Bristol shall be carried out in substantial compliance with the Final Engineering as approved by the CITY for each Phase of Development. The CITY shall fully cooperate with OWNER and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, permitting the construction and connection of the sanitary sewer lines to the Yorkville-Bristol facilities, in order to facilitate the development and use of each Phase of Development of the Highlands Property. The sanitary sewer mains constructed by DEVELOPER for each Phase of Development which are eighteen (18) inches or more in diameter ("**Large Lines**") shall be conveyed to Yorkville-Bristol and Yorkville-Bristol shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Large Lines, and the sanitary sewer lines which are smaller than fifteen inches in diameter ("**Small Lines**") shall be conveyed to the CITY and the

CITY shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Small Lines following the CITY's acceptance thereof, which acceptance shall not be unreasonably denied or delayed.

DEVELOPER agrees to prepay certain fees necessary to construct and upgrade certain off-site sanitary sewer improvements. DEVELOPER shall pay at the time of recording the Final Plat for the first phase of the Highland Subdivision the following fees for the entire subdivision:

Annexation fee to the Yorkville Bristol Sanitary District	$480,528.00
YBSD interceptor fee 320 acres @ $2,925	936,000.00
CITY Sanitary Sewer Fee 639 units @ $1,800	1,150,200.00
CITY River Crossing Fee 639 units @ 122.50	78,277.50
	$2,645,005,50

The CITY in cooperation with the YBSD shall pay the cost of the new river crossing of the sanitary sewer from the YBSD plant and the extension of the interceptor from the river crossing through the Highlands Subdivision to the Coach Road Hills Subdivision at the southern boarder of the Highlands Subdivision. Capacity needs for all of DEVELOPER's Highlands units for which it is prepaying fees shall be the first reserved in all allotments of P.E. and sewer capacity by the CITY for present and future sewer, extension, renovation and repair. Not withstanding in the above to the contrary, the first available permits, to a total of 328 shall be shared 151 permits to the Highlands Subdivision and 177 permits to the Coach Road Hill Subdivision, in accordance with their annexation agreement, as amended, with the CITY. Subsequent to the issuance of the first 328 permits issued, the remaining available permits shall be shared, in a proportion of 70% to the Highlands Subdivision and 30% to the Coach Road Hills Subdivision, until the Hydraulic Avenue/Commonwealth Edison interceptor is complete with the new river crossing. There shall be no limit on the number of connection permits or other sewer or utility permits, that can be granted at any given time period during he development and all permits shall be processed in a timely fashion. Up to 151 homes can be served on a temporary basis by a pump station and force main to the Route 47 Sanitary Sewer Interceptor until the Commonwealth Edison Interceptor is available to serve that portion of the Subject Property. In addition to the above fees, the DEVELOPER agrees to fund up to an additional $234,000, toward the cost of the construction Commonwealth Edison Interceptor (includes construction of Hydraulic Avenue portion of the interceptor), at the time of its construction. The DEVELOPER shall have a right of Recapture, in accordance with the provisions of this agreement, for the portion of the costs it will have paid which exceeds its proportionate share of such costs of the identified service area as set out in the Recapture Agreement. The DEVELOPER recapture costs for sewer shall be repaid by CITY by use of the user

fee which it collects in the CITY utility bill (currently $108.00 per year per unit) from units with the Highlands Subdivision until the costs and any accrued interest is repaid to DEVELOPER.

B. Water Facilities. The CITY represents that the water distribution system of the CITY currently has and the CITY will reserve sufficient capacity to service the Highlands Property with potable water for domestic water consumption and fire flow protection, if the Highlands Property is developed in accordance with this Agreement. The CITY further agrees, following acceptance by the CITY of the public improvements constructed within the Highlands Property, to maintain said water distribution system to and within the Highlands Property. The CITY further agrees to cooperate with OWNER and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, to permit the Highlands Property to be served with potable water and fire flow protection. In addition, the CITY will accept dedication of, and thereafter maintain, all primary water lines constructed by DEVELOPER in substantial conformity with the Final Engineering for each Phase of Development, pursuant to applicable provisions of the Subdivision Ordinance and other applicable codes and ordinances of the CITY. Location and size of the water lines to be installed by DEVELOPER shall be in substantial conformity with the Preliminary Engineering, subject to review and approval of Final Engineering for each Phase of Development. The CITY agrees that it shall, without cost to DEVELOPER, extend its existing water main to the Highlands Subdivision. DEVELOPER shall connect the Highlands Property to the CITY water supply system in accordance with the approved engineering. The CITY shall, at its expense, procure sufficient temporary construction and permanent utility easements adjacent to the northerly right-of-way line for route 71 ("**Offsite Water Easements**") to enable the CITY to construct the Offsite Water Extension in a timely manner to provide water service to the Highlands Property. The CITY shall exercise good faith and due diligence to complete the development shall be as provided by ordinance for all properties in the CITY, except as otherwise provided herein. DEVELOPER agrees to prepay the CITY's water connection fee of $800.00 per unit to the total number of permits for which the CITY will commit to provide water service prior to completion of the construction of the water tower on site. The amount of permits the CITY shall make available shall be 250 permits (total fee is 639 units @ 800 = $511,200.00). Such payment shall be used towards the construction of a water tower and booster station to serve the Highlands Property to be constructed by CITY. The CITY shall use its best efforts timely secure all necessary permits and commence construction of the water tower contemplated under the terms of this Agreement. The OWNER shall dedicate a one acre site to the CITY for use of the CITY water department and for use of the construction of a water tower. The location shall be identified in the Final Engineering and as a lot on the Final Plat.

C. Storm Water Facilities.

1. DEVELOPER shall provide for storm water drainage and the retention/detention thereof upon and from the Highlands Property, in substantial conformity with the Preliminary Engineering, subject to review and approval of Final Engineering for each Phase of Development, in the following manner:

a. Installation of underground sewers within that part of the Highlands Property to be developed and improved with buildings, structures, streets, driveways, and other locations as identified on the Preliminary Engineering, which improvements shall be conveyed to the CITY and thereafter owned and maintained by the CITY.

b. Installation of graded, open swales or ditches and storm water retention/detention areas as depicted on the Preliminary Engineering within that part of the Highlands Property designated on the Preliminary Engineering for such purpose, subject to review and approval of Final Engineering for each Phase of Development.

2. The CITY, for the full term of this Agreement, and any extension thereof, shall require no more than that degree and type of storm water retention/detention as is currently called for in the existing ordinances of the CITY.

D. Sidewalks and Street Related Improvements. DEVELOPER shall cause the curb, gutter, street pavement, street lights, recreational path and public sidewalks, to be installed upon the Highlands Property in substantial conformity with the Final Engineering as approved for each Phase of Development and the applicable provisions of the Subdivision Regulations of the CITY, as modified or varied pursuant to this Agreement. Notwithstanding anything contained herein or in any CITY ordinance, rule or regulation to the contrary, all public sidewalks and parkway landscaping to be constructed or installed upon the Highlands Property pursuant to the approved Final Engineering for each Phase of Development shall be installed and completed on a lot by lot or block by block basis, and need not be installed or completed by DEVELOPER as a part of the public improvements for each Phase of Development. The CITY shall accept the ownership and maintenance responsibility of the portions of the Trail System/Bike Path, constructed in accordance with the Final Plat and Final Engineering, located in the public right of way.

6. SECURITY INSTRUMENTS.

A. Posting Security. DEVELOPER shall deposit, or cause to be deposited, with the CITY such irrevocable letters of credit, contractor's performance bonds or surety bonds ("**Security Instruments**") to guarantee completion and maintenance of the public improvements to be constructed as a part of the development of each Phase of Development as are required by applicable ordinances of the CITY. The amount and duration of each Security Instrument shall be as required by applicable ordinances of the CITY. All such Security Instruments if in the form of an irrevocable letter of credit shall be substantially in the form set forth in Exhibit "F", attached hereto. The CITY Council, pursuant to recommendation by the CITY Engineer, shall from time to time approve a reduction or reductions in the Security Instruments by an amount not in excess of ninety percent (90%) of the value certified by the CITY Engineer of the completed work, so long as the balance remaining in the Security Instruments is at least equal to one hundred ten percent (110%) of the cost to complete the remaining public improvements for the applicable Phase of Development. The Security Instruments for the public improvements for each Phase of Development shall be deposited with the CITY prior to the recordation of the Final Plat for each Phase of Development.

B. Release of Underground. Upon completion and inspection of underground improvements in each Phase of Development; and acceptance by the CITY engineer, DEVELOPER shall be entitled to a release or appropriate reduction of any applicable Security Instrument, subject to a maintenance Security Instrument remaining in place for a one year period from the date of acceptance by the CITY, in conformance with the CITY Subdivision Control Ordinance.

C. Release of Streets. Upon completion of street and related road improvements in each Phase of Development; and acceptance by the City engineer, DEVELOPER shall be entitled to a release or appropriate reduction of any applicable Security Instrument, subject to a maintenance Security Instrument remaining in place for a one year period from the date of acceptance by the CITY, in conformance with the City Subdivision Control Ordnance.

D. Transfer and Substitution. Upon the sale or transfer of any portion of the Highlands Property, DEVELOPER shall be released from the obligations secured by its Security Instruments for public improvements upon the submittal and acceptance by the CITY of a substitute Security Instrument approved by the CITY, securing the costs of the improvements set forth therein by the proposed DEVELOPER.

7. PROCEDURE FOR ACCEPTANCE OF ANY PUBLIC IMPROVEMENTS. The public improvements constructed as a part of the development of each Phase of Development shall be accepted by the CITY pursuant to the provisions of the Subdivision Ordinance. The CITY shall exercise good faith and due diligence in accepting said public improvements following

DEVELOPER's completion thereof for each Phase of Development in compliance with the requirements of said ordinance, and shall adopt the resolution accepting said public improvements not later than thirty (30) days following the submission of the as built plans.

8. AMENDMENTS TO ORDINANCES. All ordinances, regulations, and codes of the CITY, including, without limitation those pertaining to subdivision controls, zoning, storm water management and drainage, building requirements, official plan, and related restrictions, as they presently exist, except as amended, varied, or modified by the terms of this Agreement, shall apply to the Highlands Property and its development for a period of five (5) years from the date of this Agreement. Any Agreements, repeal, or additional regulations which are subsequently enacted by the CITY shall not be applied to the development of the Highlands Property except upon the written consent of DEVELOPER during said five (5) year period. After said five (5) year period, the Highlands Property and its development will be subject to all ordinances, regulations, and codes of the CITY in existence on or adopted after the expiration of said five (5) year period, provided, however, that the application of any such ordinance, regulation or code shall not result in a reduction in the number of residential building lots herein approved for the Highlands Property, alter or eliminate any of the ordinance variations provided for herein, nor result in any subdivided lot or structure constructed within the Highlands Property being classified as non-conforming under any ordinance of the CITY. The foregoing to the contrary notwithstanding, in the event the CITY is required to modify, amend or enact any ordinance or regulation and to apply the same to the Highlands Property pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Highlands Property and be complied with by DEVELOPER, provided, however, that any so called "grandfather" provision contained in such superior governmental mandate which would serve to exempt or delay implementation against the Highlands Property shall be given full force and effect.

9. BUILDING CODE. The building codes for the CITY in effect as of the date of this Agreement are as set forth in Exhibit "G". Notwithstanding the provisions of Paragraph 8 of this Agreement, all national Agreements, deletions, or additions to the building codes of the CITY pertaining to life/safety considerations adopted after the date of this Agreement, shall be applicable to the Highlands Property upon the expiration of the twelfth (12^{th}) month following the effective date of such Agreement, deletion, or addition, whether during the five (5) years next following the date of this Agreement, or any time thereafter, except as to those items expressly provided for in Section III of Exhibit "E" attached hereto.

10. FEES AND CHARGES. During the first five years following the date of this Agreement, the CITY shall impose upon and collect from the OWNER and/or DEVELOPER, and their respective contractors and suppliers, only those permit, license, tap on and connection fees and charges, and in such amount or at such rate, as are in effect on the date of this Agreement and as is generally applied throughout the CITY.

11. CONTRIBUTIONS. OWNER and DEVELOPER shall not be required to donate any land or money to the CITY, or any other governmental body, except as otherwise expressly provided in this Agreement.

12. OWNER'S/DEVELOPER'S CONTRIBUTIONS. OWNER or DEVELOPER shall be responsible for making the following contributions to compensate the Yorkville Community School District #115 ("**School District**") and the United City of Yorkville, Recreation Department **("Recreation Department")** for the estimated impact which is projected to be experienced by said districts as a result of the development of the Highlands Property in the manner provided for under this Agreement:

A. School Contribution. OWNER or DEVELOPER shall provide a combination contribution of land and cash-in-lieu of land to the CITY for school purposes ("**School Contribution**"). The total land area required for contribution pursuant to applicable ordinances of the CITY, based upon the Preliminary Plat, is 24.079 acres. OWNER or DEVELOPER shall cause fee title to no less than 20 acres of land ("**School Site**"), identified as parcel 16 on the Preliminary Plan, to be conveyed to the School District, or to such other entity as the CITY shall direct in writing, in partial satisfaction of the School Contribution. The balance of any school contribution shall be paid by a cash contribution in accordance with the CITY ordinances made at time of conveyance of the school site to the School District. The location of the School Site shall be in Parcel 16 as identified on the Preliminary Plat. The School Site shall be conveyed in such manner and at such time as required by applicable ordinances of the CITY. The OWNER shall convey the School Site to the School District no later than the time when the final plat for the Unit containing the School Site is recorded with the Kane County Recorders office. The OWNER at this time anticipates that the conveyance would take place within 3 years of the recording of the final plat for the first unit of the subdivision. Prior to conveyance of the School Site, DEVELOPER shall, at its expense, grade, seed and prepare the School Site in accordance with the approved final engineering. The School Site is combined with the Park Site, as defined in Parcel 15 of this Agreement, and shall be conveyed in such manner and at such time as required by applicable ordinances of the CITY. The DEVELOPER has agreed to pay a transition fee to the School District in the amount of $3,000.00 per unit. The fee will be paid at the rate of $1,500 per unit at the time of filing final plat and the balance of $1,500 per unit on a per-building permit basis as building permits are issued. The maidhood of payment will be in accordance with the CITY'S current procedure. This procedure is for the Builder for a home to pay the fee for that unit to the School District directly and receive a receipt from the School District for the unit paid and then for this receipt to be presented by the Builder to the CITY prior to the issuance of a building permit for that unit, on a lot by lot basis. The deposited funds will be escrowed and the school district will agree that when demand is necessary and the balance of the funds are available, the

money in the escrow will be used by the District toward the building of a school or schools on the land dedicated in the Highlands Subdivision for a school site. Said fees are being paid voluntarily and with the consent of OWNER and DEVELOPER based upon this contractual agreement voluntarily entered into between the parties after negotiation of this Agreement. OWNER AND DEVELOPER knowingly waives any claim or objection as to amount of the specific fees negotiated herein voluntarily.

B. Park Contribution. OWNER or DEVELOPER shall provide a contribution of land only to the CITY for park purposes ("**Park Contribution**"). The total land area required for contribution for park purposes pursuant to applicable ordinances of the CITY, based upon the Preliminary Plat, is 20.707 acres. OWNER or DEVELOPER shall cause fee title to no less than 18 acres of land located in Parcels 6,8, 11,12 and 15, as identified on the Preliminary Plat ("**Park Site**") to be conveyed to the CITY, or to such other entity as the CITY shall direct in writing, in partial satisfaction of the Park Contribution. The balance of any park contribution shall be paid by a cash contribution in accordance with the CITY ordinances made at time of conveyance of the park site to the CITY. The Park Site shall be conveyed in such manner and at such time as required by applicable ordinances of the CITY. Prior to conveyance of the Park Site DEVELOPER shall, at its expense, grade, seed and prepare the Park Site in conformity with the Final Engineering.

C. The following fee shall be paid to the CITY for each unit:

Development fees.	
Public works	$450
Police	$150
Building	$150
Library	$150
Bristol/Kendall Fire	$300
Total	$1,200

Unless otherwise provided in this Agreement, said development, transition, impact, and other fees shall be paid per individual residential dwelling unit concurrent with the building permit application for that particular residential dwelling unit. To aid the City with its building fund DEVELOPER agrees to pay the $150 Building fee above at time of recording of the final plat for all units contained in the phase being recorded.

13. PROJECT SIGNS. Following the date of this Agreement and through the date of the issuance of the final occupancy permit for the Highlands Property, DEVELOPER shall be entitled to construct, maintain and utilize up to three (3) offsite subdivision identification, marketing and location signs at such locations within or without the corporate limits of the CITY as

DEVELOPER may designate (individually an "**Offsite Sign**" and collectively the "**Offsite Signs**"). DEVELOPER shall be responsible, at its expense, for obtaining all necessary and appropriate legal rights for the construction and use of each of the Offsite Signs. Each of the Offsite Signs may be double faced signs which shall not exceed twenty (20) feet in height with an area for each sign face not exceeding two hundred (200) square feet, subject to the requirements of any permitting authority other than the CITY. Each Offsite Sign may be illuminated. In addition to the Offsite Signs, DEVELOPER shall be permitted to construct, maintain and utilize signage upon the Highlands Property as identified in Exhibit "H", attached hereto.

14. MODEL HOMES/PRODUCTION UNITS. During the development and build out period of the Highlands Property (subsequent to final plat approval), DEVELOPER, and such other persons or entities as DEVELOPER may authorize, may construct, operate and maintain model homes within the Highlands Property staffed with DEVELOPER's, or such other person's or entity's, sales and construction staff, and may be utilized for sales and construction offices. The number of such model homes and the locations thereof shall be as from time to time determined or authorized by DEVELOPER. No off-street parking shall be required for any model home other than the driveway for such model home capable of parking two (2) cars outside of the adjacent road right-of-way. Building permits for model homes, and for up to fifteen (15) production dwelling units, shall be issued by the CITY upon proper application therefore prior to the installation of public improvements (provided a gravel access road is provided for emergency vehicles, upon submission of a hold harmless letter to the CITY and the Yorkville-Bristol Fire Protection District.) Prior to issuance of occupancy permits of model homes, water shall be made available within 300' of homes. There shall be no occupation or use of any production dwelling units until the binder course of asphalt on the street, the water system and sanitary sewer system needed to service such dwelling unit are installed and operational. DEVELOPER may locate temporary sales and construction trailers upon the Highlands Property during the development and build out of said property, provided any such sales trailer shall be removed within two (2) weeks following issuance of the final occupancy permit for the Highlands Property or upon the occupancy of model homes within the Highlands Property, whichever shall first occur. Prior to construction of the sales trailer the DEVELOPER shall submit an exhibit of the model trailer site with landscaping and elevations for the Cities approval. The parking lot must have a hard surface before occupancy is permitted. DEVELOPER hereby agrees to indemnify, defend and hold harmless the CITY and the Corporate Authorities (collectively "**Indemnitees**") from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction of any model homes or production dwelling units prior to the installation of the public street and water improvements required to service such dwelling unit. DEVELOPER shall be permitted to obtain building permits in the same manner for additional model homes and for initial production dwelling units in each Phase of Development as the Final Plat and Final Engineering for each such Phase of Development is approved by the CITY. The foregoing indemnification provision shall, in such case, apply for the benefit of Indemnitees for each Phase of Development.

15. CONTRACTORS TRAILERS. The CITY agrees that from and after the date of execution of this Agreement, contractor's and subcontractor's supply storage trailers may be placed upon such part or parts of the Highlands Property as required and approved by DEVELOPER for development purposes. Said trailers may remain upon the Highlands Property until the issuance of the last final occupancy permit for the Highlands Property.

16. OVERSIZING OF IMPROVEMENTS. In the event oversizing of public improvements is hereafter requested and properly authorized by the CITY for the Highlands Property, and agreed to by DEVELOPER, for any of the public improvements constructed to develop the Highlands Property for the purpose of serving property other than the Highlands Property, the CITY shall enter into a Recapture Agreement, as defined in Paragraph 18.A. hereof, with DEVELOPER providing for the payment of the cost of such oversizing by the OWNER of properties benefitted by the same. The improvements which qualify as oversized and the identity of the benefitted properties shall be identified at the time of approval of Final Engineering for a Phase of Development.

17. LIMITATIONS. In no event, including, without limitation, the exercise of the authority granted in Chapter 65, Section 5/11-12-8 of the Illinois Compiled Statutes (2002) ed., shall the CITY require that any part of the Highlands Property be designated for public purposes, except as otherwise provided in this Agreement or identified on the Preliminary Plat.

18. RECAPTURE AGREEMENTS.

A. Benefitting the Highlands Property. The CITY agrees that in accordance with Chapter 65, Section 5/9-5-1 *et.seq.* of the Illinois Compiled Statutes, 2002 Edition, at the request of the DEVELOPER, the CITY shall enter into agreements for recapture (**"Recapture Agreement"**) with DEVELOPER providing for the recapture by DEVELOPER of a portion of the cost of certain improvements as identified on Exhibit "I" attached hereto (**"Recapture Improvements"**), constructed by DEVELOPER which the CITY has determined may be used for the benefit of property (**"Benefitted Property"**) not located within the Highlands Property which connect to said improvements. The Benefitted Property is identified on said Exhibit "I" attached hereto. Each Recapture Agreement shall be substantially in the form as attached hereto and made a part hereof as Exhibit "J".

B. Encumbering the Highlands Property. Except as otherwise expressly provided in this Agreement, there are currently no recapture agreements or recapture ordinances affecting public utilities which will be utilized to service the Highlands Property which the CITY has any knowledge of or under which the CITY is or will be required to collect recapture amounts from OWNER, DEVELOPER, or their successors, upon connection of the Highlands Property to any of such public utilities, nor does the CITY have any knowledge of a pending or contemplated request for

approval of any such recapture agreement or ordinance which will effect the Highlands Property.

19. SPECIAL SERVICE AREA.

A. Establishment and Purpose. OWNER and DEVELOPER and their respective successors, assignees and grantees, shall not object to and agree to cooperate with the CITY in establishing a special service area ("**SSA**") for the Highlands Property to be utilized as a primary funding mechanism for the care and maintenance of the Common Facilities. Subject to the provisions of Paragraph 19.B. of this Agreement, the CITY shall provide for the regular care, maintenance, renewal and replacement of the Common Facilities ("**Common Facilities Maintenance**"), including, without limitation, the mowing and fertilizing of grass, pruning and trimming of trees and bushes, removal and replacement of diseased or dead landscape materials, the maintenance of storm water detention, retention, ponds and the repair and replacement of fences and monument signs, so as to keep the same in a clean, sightly and first class condition, and shall utilize the SSA to provide sufficient funds to defray the costs, including administrative costs not to exceed one hundred and fifteen percent (115 %) of such maintenance costs, thereby reasonably incurred by the CITY and to establish reserve funds for future repairs and replacements as reasonably determined by the CITY to be appropriate. The CITY, through and under the SSA, shall have the primary responsibility and duty to carry out the Common Facilities Maintenance ("**Primary Responsibility**"). The SSA shall provide for the authority of the CITY to levy up to one dollar and ten cents ($.50) per $100.00 of assessed valuation ("**Rate Cap**") to fund the payment of the aforesaid costs and expenses. In the event the CITY is prevented by law from collecting funds under the SSA in the manner contemplated herein, a Homeowners Association established by DEVELOPER or the CITY, as the case may be, pursuant to the terms of the Declaration shall assume full responsibility for carrying out and paying for, through assessments levied against all dwelling units in the Highlands Property, the Common Facilities Maintenance ("**Secondary Responsibility**"). Subject to the provisions of Paragraph 19.B. of this Agreement, the Common Facilities shall be conveyed to and owned by the CITY so long as the SSA remains in force and effect. In the event the Common Facilities Maintenance is subsequently transferred to the Homeowners Association, the CITY may elect to convey all or a portion of the Common Facilities to the Homeowners Association. In any event, a maintenance easement ("**Common Facilities Maintenance Easement**") shall be established over all of those Common Facilities located on the Final Plat for each Phase of Development in favor of the CITY and any future Homeowners Association which undertakes responsibility for the Common Facilities Maintenance. The substance of the Common Facilities

Maintenance Easement shall be as approved by legal counsel for the CITY and DEVELOPER, which approvals shall not be unreasonably withheld.

B. Implementation. Anything contained in Paragraph 19.A. of this Agreement to the contrary notwithstanding, up to the issuance by the CITY of eighty-five percent (85%) of the occupancy permits for the entirety of the Highlands Property ("**Initial Build-Out Period**") the Common Facilities shall be owned or controlled by DEVELOPER and the Common Facilities Maintenance shall be carried out by or under the direction of DEVELOPER. DEVELOPER shall cause a declaration of covenants, conditions and restrictions ("**Declaration**") to be recorded against the Highlands Property, either in its entirety or incrementally with each Phase of Development, which shall provide, among other things, for the establishment of an association of all lot owners within the Highlands Property ("**Association**") and the mandatory membership of all lot owners in the Association. The cost of carrying and administering the Common Facilities Maintenance during the Initial Build-Out Period shall be paid through assessments levied by the DEVELOPER through the Association against the members of the Association, with any annual shortfall in the monies thereby generated funded by DEVELOPER. At the end of the Initial Build-Out Period, which shall automatically occur upon the issuance of eighty-five percent (85%) of the occupancy permits for all of the dwelling units approved hereunder for development within the Highlands Property, the Common Facilities shall be conveyed to the CITY and the CITY shall accept title to the Common Facilities, provided DEVELOPER has properly carried out the Common Facilities Maintenance prior thereto. Ownership of the Common Facilities including the open space areas, depicted on the Preliminary Plan as parcels 1, 2, 3, 4, 5, 7, 9, 10, 13, 14, 17, 18 and 19, shall be at time of turnover conveyed to the Association. The CITY shall thereafter carry out the Common Facilities Maintenance utilizing the SSA for the funding thereof, as provided in Paragraph 21.A. of this Agreement. DEVELOPER shall have no further liability or responsibility for the Common Facilities Maintenance following the end of the Initial Build-Out Period. The SSA shall expressly provide for the deferral of its implementation in conformity with the provisions of this Paragraph 19.B.

C. Improvements Special Service Area (SSA or SSA). CITY, OWNER and DEVELOPER and their respective successors, assignees and grantees, agree to cooperate in establishing a special service area ("**SSA**") for the Highlands Property to be utilized as a primary funding mechanism for the funding of certain eligible infrastructure costs in accordance with the CITY's Special Tax Bond Policy attached as exhibit "M".

20. ONSITE EASEMENTS AND IMPROVEMENTS. In the event that during the development of the Highlands Property DEVELOPER determines that any existing utility easements

and/or lines require relocation to facilitate development of the Highlands Property in accordance with the Preliminary Plat, the CITY shall fully cooperate with DEVELOPER in causing the vacation and relocation of such existing easements, and all costs thereof shall be borne by the DEVELOPER. If any easement granted to the CITY as a part of the development of the Highlands Property is subsequently determined to be in error or located in a manner inconsistent with the intended development of the Highlands Property as reflected on the Preliminary Plat and in this Agreement, the CITY shall fully cooperate with DEVELOPER in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by DEVELOPER. Notwithstanding the foregoing, and as a condition precedent to any vacation of easement, DEVELOPER shall pay for the cost of design and relocation of any such easement and the public utilities located therein.

21. OFFSITE EASEMENTS AND CONSTRUCTION. Except as otherwise provided herein for the Offsite Water Easements, at the time each Final Plat for a Phase of Development is recorded, DEVELOPER shall obtain all offsite easements necessary for the development of such portion of the Highlands Property in accordance with the Preliminary Plans. In the event an offsite easement is required which was not contemplated in the Preliminary Plans due to a change in circumstances, and in the event DEVELOPER is unable to acquire such necessary offsite easement, the CITY shall exercise its power of eminent domain to acquire the same, provided DEVELOPER shall pay the reasonable costs incurred by the CITY as a result thereof. DEVELOPER shall deposit the amount of such costs reasonably estimated by the CITY into a segregated, interest bearing escrow account prior to the commencement of such eminent domain proceedings by the CITY. Such funds shall be utilized solely to defray such costs and all funds, including interest, remaining in such escrow upon completion of such proceedings shall be refunded to DEVELOPER.

22. DISCONNECTION. OWNER and DEVELOPER agree that DEVELOPER shall develop the Highlands Property as a subdivision to be commonly known as Highlands Subdivision in accordance with the Final Plat and Final Engineering approved by the CITY in accordance with the terms hereof, and shall not, as either the OWNER or DEVELOPER of said property, petition to disconnect any portion or all of said property from the CITY.

23. CONFLICT IN REGULATIONS. The provisions of this Agreement shall supersede the provisions of any ordinance, code, or regulation of the CITY which may be in conflict with the provisions of this Agreement.

24. ANNEXATION FEE. The CITY hereby confirms and agrees that no annexation fee shall become due or payable as a result of the development and build-out of the Highlands Property as a result of the prior annexation of said property to the CITY. The CITY hereby waives all current and future annexation fees now or hereafter required under any ordinances of the CITY with respect to the Highlands Property, except as otherwise provided in this Agreement.

25. GENERAL PROVISIONS.

A. Enforcement. This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties or their successors or assigns by an appropriate action at law or in equity to secure the performance of the covenants and agreements contained herein, including the specific performance of this Agreement. This Agreement shall be governed by the laws of the State of Illinois.

B. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the OWNER, DEVELOPER and their successors in title and interest, and upon the CITY, and any successor municipalities of the CITY. It is understood and agreed that this Agreement shall run with the land and as such, shall be assignable to and binding upon subsequent grantees and successors in interest of the OWNER, DEVELOPER, and the CITY. The foregoing to the contrary notwithstanding, the obligations and duties of OWNER and DEVELOPER hereunder shall not be deemed transferred to or assumed by any purchaser of a lot improved with a dwelling unit who acquires the same for residential occupation, unless otherwise expressly agreed in writing by such purchaser.

C. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement it amends, regarding the subject matter hereof shall be deemed to exist to bind the parties. The parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through a process of good faith negotiation, both by principals and through counsel, and represent terms and conditions that are deemed by the parties to be fair, reasonable, acceptable and contractually binding upon each of them.

D. Notices. Notices or other materials which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be deemed effectively given on the date of confirmed telefacsimile transmission, on the date delivered personally or on the second business day following the date sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

(i) If to OWNER
and/or DEVELOPER:

Wyndham Deerpoint Homes
605 Lindsay Circle
North Aurora, IL. 60542
Attn: Mary E. Krasner
Fax: (630) 966-1006

with a copy to:

Guerard, Kalina & Butkus
100 W. Roosevelt Road

Wheaton, IL 60187
Attn: Richard M. Guerard
Fax: (630) 690-9652

(ii) If to CITY: United CITY of Yorkville
Attn: CITY Clerk
800 Game Farm Road
Yorkville, Il 60560
Fax: (630) 553-8330

with a copy to: Daniel J. Kramer, Esq.
1007 A1
South Bridge Street
Yorkville, Il
Fax: (630) 553-5764

or to such other persons and/or addresses as any party may from time to time designate in a written notice to the other parties.

E. Severability. This Agreement is entered into pursuant to the provisions of Chapter 65, Sec. 5/11-15.1-1, et seq., Illinois Compiled Statutes (1998 ed.). In the event any part or portion of this Agreement, or any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, said part, portion, clause, word or designation of this Agreement shall be deemed to be excised from this Agreement and the invalidity thereof shall not effect such portion or portions of this Agreement as remain. In addition, the CITY, OWNER, and DEVELOPER shall take all action necessary or required to fulfill the intent of this Agreement as to the use and development of the Highlands Property.

F. Agreement This Agreement, and any Exhibits or attachments hereto, may be amended from time to time in writing with the consent of the parties, pursuant to applicable provisions of the CITY Code and Illinois Compiled Statutes. This Agreement may be amended by the CITY and the OWNER of record of a portion of the Highlands Property as to provisions applying exclusively thereto, without the consent of the OWNER of other portions of the Highlands Property not effected by such Agreement.

G. Conveyances. Nothing contained in this Agreement shall be construed to restrict or limit the right of the OWNER or DEVELOPER to sell or convey all or any portion of the Highlands Property, whether improved or unimproved.

H. Necessary Ordinances and Resolutions. The CITY shall pass all ordinances and resolutions necessary to permit the OWNER, DEVELOPER, and their successors or assigns, to develop the Highlands Property in accordance with the provisions of this Agreement, provided said ordinances or resolutions are not contrary to law. The CITY agrees to authorize the Mayor and CITY Clerk to execute this Agreement or to correct any technical defects which may arise after the execution of this Agreement.

I. Term of Agreement. The term of this Agreement shall be twenty (20) years. In the event construction is commenced within said twenty-year period all of the terms of this Agreement shall remain enforceable despite said time limitation, unless modified by written agreement of the CITY and DEVELOPER/OWNER.

J. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

J. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds, Kendall County, Illinois, at DEVELOPER's expense.

K. Recitals and Exhibits. The recitals set forth at the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions of this Agreement.

L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

M. No Moratorium. The CITY shall not limit the number of building or other permits that may be applied for within any opened phase due to any CITY imposed moratorium and shall in no event unreasonably withhold approval of said permits or approval for the Final Plat of any Phase of the subdivision. Nothing contained herein shall affect any limitations imposed as to sanitary sewer or water main extensions by the Illinois Environmental Protection Agency, or Yorkville-Bristol Sanitary District.

N. Highways 71 and 126. DEVELOPER agrees to comply and pay the cost of compliance with all State requirements with regard to entrances into the development from State Highways 71 and 126.

O. Time is of the Essence. Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto as well as all covenants contained in this Agreement shall be performed in a timely manner by all parties hereto.

P. Exculpation. It is agreed that the CITY is not liable or responsible for any restrictions on the CITY's obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Highlands Property, the CITY, the DEVELOPER, or OWNER, including, but not limited to, county, state or federal regulatory bodies.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

DEVELOPER & OWNER:

WYNDHAM DEERPOINT HOMES,
an Illinois partnership
by Deerpoint Homes, Inc., partner

By: _____

Title: President

Dated: 12/10/02

CREEK PARTNERS, L.L.C.

By: _____

Title: Member

Dated: 12/10/02

CITY:

UNITED CITY OF YORKVILLE, an
Illinois municipal corporation

By: _____
Mayor

Attest: _____
CITY Clerk

Dated: December 10, 2002

LIST OF EXHIBITS

EXHIBIT "A":	Legal Description of Highlands Property
EXHIBIT "B":	Depiction and Legal Descriptions of Zoning Parcels
EXHIBIT "C":	Preliminary Plat of Subdivision
EXHIBIT "C-1":	Preliminary Landscape Plan
EXHIBIT "D":	Preliminary Engineering
EXHIBIT "E":	Permitted Variations and Design Standards
EXHIBIT "F":	Form Letter of Credit
EXHIBIT "G":	Current CITY Building Codes
EXHIBIT "H":	Project Signage
EXHIBIT "I":	Recapture Improvements
EXHIBIT "J":	Recapture Agreement
EXHIBIT "K":	Yorkville Community Unit District 115 letter
EXHIBIT "L":	Right to Farm Disclosure Statement for Final Plats
EXHIBIT "M":	Special Tax Bond Policy

EXHIBIT "A"

LEGAL DESCRIPTION OF HIGHLAND'S PROPERTY

ADDRESS OF Highlands PROPERTY

Vacant land adjacent to and south of Routes 71 and 126, east of Route 47.

P.I.N. NUMBERS

"Full"

LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 4 AND THAT PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WALNUT RIDGE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS, BEING ALSO THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71 AND A WESTERLY LINE OF "OAK HILL FARM" AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 5 AT PAGE 16 AND NOW IN CABINET OF PLATS AT SLOT 303; THENCE SOUTH 13° 10' 12" EAST, ALONG THE EASTERLY LINE OF SAID WALNUT RIDGE AND SAID WESTERLY LINE OF "OAK HILL FARM", 831.39 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 53° 33' 06" EAST, ALONG THE SOUTHWESTERLY LINE OF "OAK HILL FARM", 789.95 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 76° 53' 04" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 1201.08 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 52° 55' 31" EAST, ALONG A SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 3591.20 FEET TO A STONE MONUMENT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 02' 59" WEST, ALONG SAID EAST LINE, 659.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00° 14' 19" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 2639.13 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00° 13' 16" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 798.60 FEET TO THE SOUTHEASTERLY LINE OF "COUNTRY HILLS SUBDIVISION PHASE 1 TO THE CITY OF YORKVILLE, ILLINOIS"; THENCE SOUTH 55° 20' 45" WEST, ALONG SAID SOUTHEASTERLY AND SAID SOUTHEASTERLY LINE EXTENDED, 1408.36 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 55° 44' 24" WEST, 911.34 FEET; THENCE NORTH 23° 49' 35" WEST, ALONG THE EXTENSION OF AND THE SOUTHWESTERLY LINE OF SAID COUNTRY HILLS SUBDIVISION, 1785.45 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 71; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 428.50 FEET TO THE NORTHEASTERLY CORNER OF THE GREENAWALT TRACT DESCRIBED IN A QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 9507730 ON SEPTEMBER 25, 1995; THENCE SOUTH 23° 55' 01" EAST, ALONG THE EASTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET; THENCE SOUTH 72° 02' 59" WEST, ALONG THE SOUTHERLY LINE OF SAID GREENAWALT TRACT, 644.00 FEET; THENCE NORTH 23° 55' 01" WEST, ALONG THE WESTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET TO SAID CENTERLINE; THENCE SOUTH 72°02' 59" WEST, ALONG SAID CENTERLINE, 96.57 FEET TO THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTER LINE, 480.00 FEET; THENCE SOUTH 17° 57' EAST, 507.66 FEET; THENCE SOUTH 72° 02' 59" WEST, 198.0 FEET; THENCE NORTH 17° 57' 01" WEST, 127.90 FEET; THENCE NORTH 13° 11' 28" WEST, 132.38 FEET; THENCE NORTH 15° 44' 30" WEST, 58.32 FEET; THENCE NORTH 16° 39' 39" WEST, 139.59 FEET TO THE SOUTHERLY LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 17° 57' 01" WEST, 50.0 FEET TO SAID CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE, 489.95 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE 50.0 FOOT WIDE ABANDONED RIGHT OF WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY, ALSO EXCEPTING THAT PART, IF ANY, DESCRIBED IN A DEED TO THE COMMONWEALTH EDISON COMPANY RECORDED JUNE 28, 1968 AS DOCUMENT 159758 AND ALSO EXCEPTING FOX HIGHLANDS P.U.D. PHASE ONE PER DOCUMENT NO. 0016554, RECORDED NOVEMBER 30, 2000); ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS. (COMMONLY KNOWN AS THE DOETSCHMAN FARM)

AND ALSO

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.36 FEET TO A POINT THAT IS NORTH 00° 04' 21" WEST 2306.58 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88°56' 46" EAST 2652.37 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO AN OLD CLAIM LINE RUNNING NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID OLD CLAIM LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE NORTH 00° 08' 09" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57° 59' 05" EAST ALONG SAID OLD CLAIM LINE, 299.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01° 51' 32" WEST, 402.10 FEET; THENCE SOUTH 59° 25' 54" EAST, 256.51 FEET; THENCE NORTH 59° 55' 25" EAST, 355.65 FEET; THENCE NORTH 62° 43' 29" EAST, 853.57 FEET; THENCE NORTH 33° 24' 40" EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2292.01 FEET AND A RADIAL 'RING OF SOUTH 20° 23' 51" WEST AT THE LAST DESCRIBED POINT, 509.41 FEET TO SAID OLD CLAIM LINE; THENCE JTH 57° 59' 05" WEST ALONG SAID OLD CLAIM LINE, 1304.80 FEET TO THE POINT OF BEGINNING;) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (COMMONLY KNOWN AS THE WHERLI FARM)

Exhibit "A"

EXHIBIT "B"

DEPICTION AND LEGAL DESCRIPTIONS OF ZONING

I. Depiction of Zoning: See page B-2

THE HIGHLANDS
(SINGLE FAMILY)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND THAT PART OF THE SOUTH HALF OF SECTION 4 AND THAT PART OF SECTION 9 AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WALNUT RIDGE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS, BEING ALSO THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71 AND A WESTERLY LINE OF "OAK HILL FARM" AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 5 AT PAGE 16 AND NOW IN CABINET OF PLATS AT SLOT 303; THENCE SOUTH 13° 10' 12" EAST, ALONG THE EASTERLY LINE OF SAID WALNUT RIDGE AND SAID WESTERLY LINE OF "OAK HILL FARM", 831.39 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 53° 33' 06" EAST, ALONG THE SOUTHWESTERLY LINE OF "OAK HILL FARM", 789.95 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 76° 53' 04" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 1201.08 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 52° 55' 31" EAST, ALONG A SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 3591.20 FEET TO A STONE MONUMENT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 02' 59" WEST, ALONG SAID EAST LINE, 659.40 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 14' 19" WEST, ALONG THE EAST LINE OF THE

Exhibit "B"

NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 1317.03 FEET; THENCE NORTH 88° 52' 46" EAST, 1777.12 FEET; THENCE NORTH 00° 06' 21" WEST, 913.34 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHWESTERLY 171.50 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 192.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 51° 17' 01" WEST, 139.91 FEET; THENCE NORTH 58° 24' 31" WEST, 80.62 FEET; THENCE NORTH 51° 17' 01" WEST, 79.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 138.70 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 332.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 27° 20' 52" WEST, 563.77 FEET; THENCE SOUTH 62° 39' 08" WEST, 135.00 FEET; THENCE NORTH 27° 20' 52" WEST, 201.00 FEET; THENCE SOUTH 62° 39' 08" WEST, 162.29 FEET; THENCE SOUTH 59° 51' 04" WEST, 355.65 FEET; THENCE NORTH 59° 30' 15" WEST, 256.51 FEET; THENCE NORTH 01° 47' 11" EAST, 402.10 FEET TO AN OLD CLAIM LINE; THENCE SOUTH 57° 54'44" WEST ALONG SAID OLD CLAIM LINE, 299.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.60 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF "COUNTRY HILLS SUBDIVISION PHASE 1 TO THE CITY OF YORKVILLE, ILLINOIS"; THENCE SOUTH 55° 21' 32" WEST, ALONG SAID SOUTHEASTERLY AND SAID SOUTHEASTERLY LINE EXTENDED, 1408.23 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 55° 44' 12" WEST, 911.49

FEET; THENCE NORTH 23° 49' 34" WEST, ALONG THE EXTENSION OF AND THE SOUTHWESTERLY LINE OF SAID COUNTRY HILLS SUBDIVISION, 1785.26 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 71; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 428.59 FEET TO THE NORTHEASTERLY CORNER OF THE GREENAWALT TRACT DESCRIBED IN A QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 9507730 ON SEPTEMBER 25, 1995; THENCE SOUTH 23° 55' 01" EAST, ALONG THE EASTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET; THENCE SOUTH 72° 02' 59" WEST, ALONG THE SOUTHERLY LINE OF SAID GREENAWALT TRACT, 644.00 FEET; THENCE NORTH 23° 55' 01" WEST, ALONG THE WESTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET TO SAID CENTERLINE; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 96.57 FEET TO THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTER LINE, 480.00 FEET; THENCE SOUTH 17° 57' 01" EAST, 507.66 FEET; THENCE SOUTH 72° 02' 59" WEST, 198.00 FEET; THENCE NORTH 17° 57' 01" WEST, 127.90 FEET; THENCE NORTH 13° 11' 28" WEST, 132.38 FEET; THENCE NORTH 15° 44' 30" WEST, 58.32 FEET; THENCE NORTH 16° 39' 39" WEST, 139.59 FEET TO THE SOUTHERLY LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 17° 57' 01" WEST, 50.00 FEET TO SAID CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE, 489.95 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE 50.00 FEET WIDE

ABANDONED RIGHT OF WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY, ALSO EXCEPTING THAT PART, IF ANY, DESCRIBED IN A DEED TO THE COMMONWEALTH EDISON COMPANY RECORDED JUNE 28, 1968 AS DOCUMENT 159758 AND ALSO EXCEPTING FOX HIGHLANDS P.U.D. PHASE ONE PER DOCUMENT NO. 0016554, RECORDED NOVEMBER 30, 2000); ALL IN KENDALL TOWNSHIP, KENDALL COUNTY ILLINOIS.

(CONTAINING 255.881 ± ACRES)

THE HIGHLANDS
(MULTI FAMILY)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.10 FEET TO A POINT THAT IS NORTH 00° 04'21" WEST 2306.58 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTON 10; THENCE NORTH 88° 52'46" EAST 1777.12 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00° 06' 21" WEST, 913.34 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHWESTERLY 171.50 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 192.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 51° 17' 01" WEST, 139.91 FEET; THENCE NORTH 58° 24' 31" WEST, 80.62 FEET; THENCE NORTH 51° 17' 01" WEST, 79.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 138.70 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 332.00 FEET TO A POINT OF TANGENCY;

THENCE NORTH 27° 20' 52" WEST, 563.77 FEET; THENCE SOUTH 62° 39' 08" WEST, 135.00 FEET; THENCE NORTH 27° 20' 52" WEST, 201.00 FEET; THENCE NORTH 62°39'08" EAST 691.28 FEET; THENCE NORTH 33° 20'19" EAST 542.27 FEET TO THE CENTERLINE OF ILLINIS ROUTE 126; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH ALONG SAID EAST LINE AND THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 TO THE NORTH LINE OF PARCEL ONE AS DESCRIBED BY DOCUMENT NO. 78-2764; THENCE SOUTH 88° 52'46" WEST ALONG SAID NORTH LINE 877.15 FEET TO THE POINT OF BEGINNING; ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS. (CONTAINING 64.471± ACRES)

EXHIBIT "C"

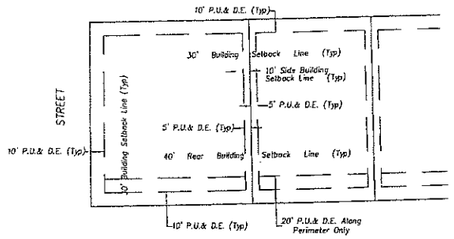
PRELIMINARY PLAT OF SUBDIVISION

(See following page)

PRELIMINARY PLAT

THE HIGHLANDS

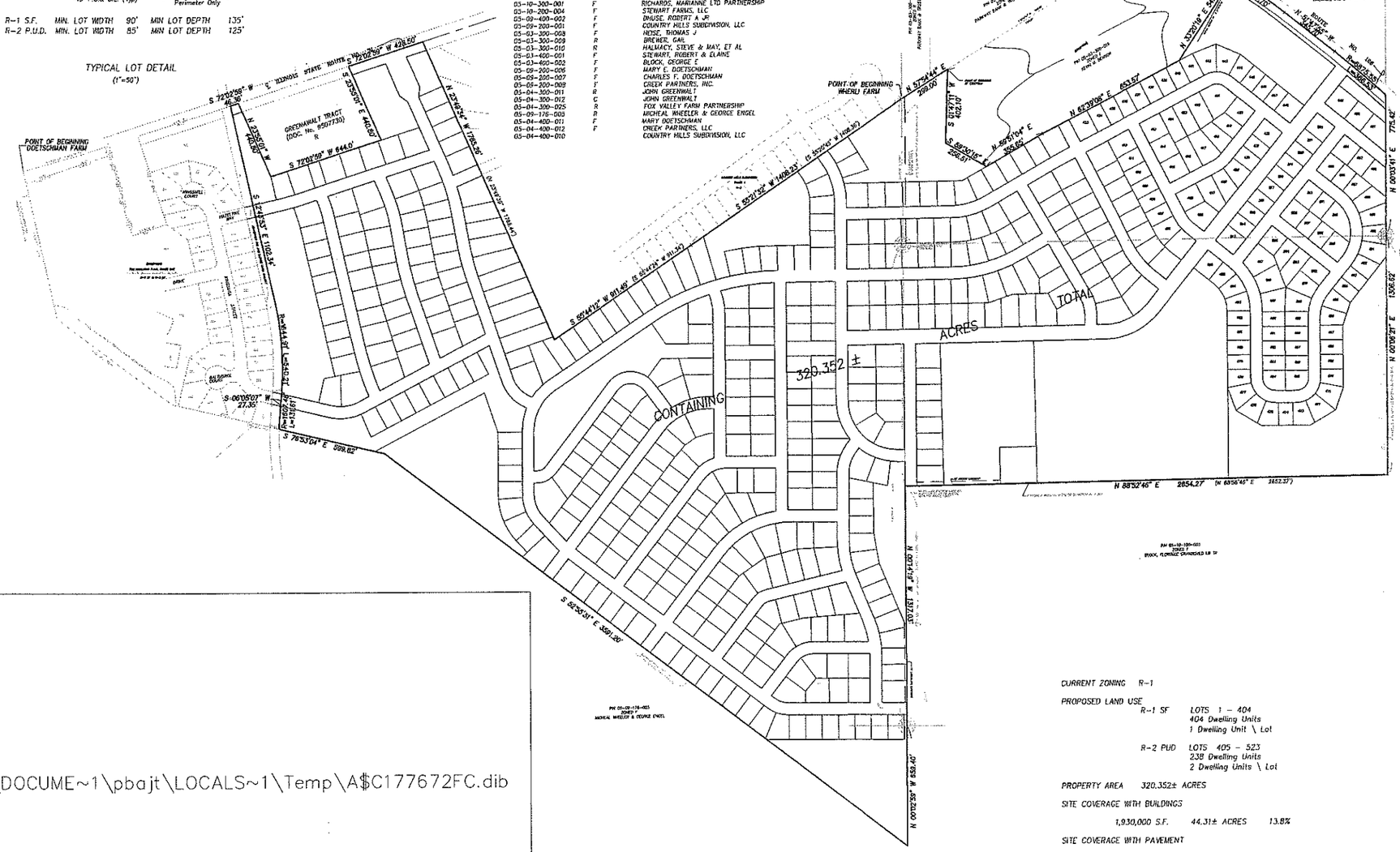
PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.



R-1 S.F. MIN. LOT WIDTH 90' MIN LOT DEPTH 135'
R-2 P.U.D. MIN. LOT WIDTH 85' MIN LOT DEPTH 125'

TYPICAL LOT DETAIL
(1"=50')

PIN	ZONING	OWNER
05-03-300-013	R	PARKWAY BANK & TRUST 11357
05-03-300-014	F	PARKWAY BANK & TRUST 11357
05-03-200-016	F	KEVIN W. BENSON
05-10-100-003	F	BLOCK, FLORENCE GRANDCHILD LR TR
05-10-300-001	F	RICHARDS, MARIANNE LTD PARTNERSHIP
05-10-200-004	F	STEWART FARMS, LLC
05-09-400-002	F	DHUSE, ROBERT A JR
05-09-200-001	F	COUNTRY HILLS SUBDIVISION, LLC
05-03-200-008	F	HOSE, THOMAS J
05-03-300-009	R	BREWER, GAIL
05-03-300-010	R	HALMICK, STEVE & MAY, ET AL
05-03-400-001	F	STEWART, ROBERT & ELAINE
05-03-400-002	F	BLOCK, GEORGE E
05-09-200-006	F	MARY E. DOETSCHMAN
05-09-200-007	F	CHARLES F. DOETSCHMAN
05-09-200-008	F	CREEK PARTNERS, INC.
05-04-300-011	R	JOHN GREENWALT
05-04-300-012	C	JOHN GREENWALT
05-04-300-025	R	FOX VALLEY FARM PARTNERSHIP
05-09-176-003	R	MICHEAL WHEELER & GEORGE ENGEL
05-04-400-011	F	MARY DOETSCHMAN
05-04-400-012	F	CREEK PARTNERS, LLC
05-04-400-010	F	COUNTRY HILLS SUBDIVISION, LLC



0 150' 300' 600'

Scale 1" = 300'

LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 4 AND THAT PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WALNUT RIDGE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS, BEING ALSO THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71 AND A WESTERLY LINE OF "OAK HILL FARM" AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 5 AT PAGE 16 AND NOW IN CABINET OF PLATS AT SLOT 303; THENCE SOUTH 13° 10' 12" EAST, ALONG THE EASTERLY LINE OF SAID WALNUT RIDGE AND SAID WESTERLY LINE OF "OAK HILL FARM", 831.39 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 53° 33' 08" EAST, ALONG THE SOUTHWESTERLY LINE OF "OAK HILL FARM", 769.95 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 76° 53' 04" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 1201.09 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 52° 55' 31" EAST, ALONG A SOUTHWESTERLY LINE OF SAID "OAK HILL FARM", 3591.20 FEET TO A STONE MONUMENT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00° 02' 59" WEST, ALONG SAID EAST LINE, 858.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00° 14' 19" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 2630.13 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00° 13' 15" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 798.60 FEET TO THE SOUTHEASTERLY LINE OF "COUNTRY HILLS SUBDIVISION PHASE 1 TO THE CITY OF YORKVILLE, ILLINOIS"; THENCE SOUTH 55° 20' 45" WEST, ALONG SAID SOUTHEASTERLY AND SAID SOUTHEASTERLY LINE EXTENDED, 1408.36 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 55° 44' 24" WEST, 911.34 FEET; THENCE NORTH 23° 49' 35" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID COUNTRY HILLS SUBDIVISION, 1785.45 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 71; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTERLINE, 428.59 FEET TO THE NORTHEASTERLY CORNER OF THE GREENAWALT TRACT DESCRIBED IN A QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 9507730 ON SEPTEMBER 29, 1995; THENCE SOUTH 21° 55' 01" EAST, ALONG THE EASTERLY LINE OF SAID GREENAWALT TRACT, 644.00 FEET; THENCE SOUTH 72° 02' 59" WEST, ALONG THE SOUTHERLY LINE OF SAID GREENAWALT TRACT, 644.00 FEET; THENCE NORTH 21° 55' 01" WEST, ALONG THE WESTERLY LINE OF SAID GREENAWALT TRACT, 440.80 FEET TO SAID CENTERLINE; THENCE SOUTH 72°02' 59" WEST, ALONG SAID CENTERLINE, 96.57 FEET TO THE WESTERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY; THENCE SOUTH 72° 02' 59" WEST, ALONG SAID CENTER LINE, 488.00 FEET; THENCE SOUTH 17° 57' 01" EAST, 507.66 FEET; THENCE SOUTH 72° 02' 59" WEST, 198.0 FEET; THENCE NORTH 17° 57' 01" WEST, 127.90 FEET; THENCE NORTH 13° 17' 28" WEST, 132.38 FEET; THENCE NORTH 15° 44' 30" WEST, 58.32 FEET; THENCE NORTH 16° 39' 39" WEST, 139.59 FEET TO THE SOUTHERLY LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTH 17° 57' 01" WEST, 50.0 FEET TO SAID CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE WESTERLY ALONG SAID CENTER LINE, 488.85 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE 50.0 FOOT WIDE ABANDONED RIGHT OF WAY OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY, ALSO EXCEPTING THAT PART, IF ANY, DESCRIBED IN A DEED TO THE COMMONWEALTH EDISON COMPANY RECORDED JUNE 28, 1988 AS DOCUMENT 138758 AND ALSO EXCEPTING FOX HIGHLANDS P.U.D. PHASE ONE PER DOCUMENT NO. 0016554, RECORDED NOVEMBER 30, 2000); ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (COMMONLY KNOWN AS THE DOETSCHMAN FARM)

AND ALSO

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 WHICH IS 798.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID WEST LINE 798.6 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1322.36 FEET TO A POINT THAT IS NORTH 00° 04' 21" WEST 2306.58 FEET AS MEASURED ALONG SAID WEST LINE FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88°56' 46" EAST 2652.37 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO THE CENTER LINE OF ILLINOIS ROUTE 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO AN OLD CLAIM LINE RUNNING NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID OLD CLAIM LINE TO THE POINT OF BEGINNING; (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE NORTH 00° 08' 09" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57° 59' 05" EAST ALONG SAID OLD CLAIM LINE, 299.05 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01° 51' 32" WEST, 402.10 FEET; THENCE SOUTH 39° 23' 54" EAST, 256.51 FEET; THENCE NORTH 59° 55' 25" EAST, 355.65 FEET; THENCE NORTH 62° 43' 28" EAST, 853.57 FEET; THENCE NORTH 33° 24' 40" EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 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 20° 23' 51" WEST AT THE LAST DESCRIBED POINT, 508.41 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 57° 59' 05" WEST ALONG SAID OLD CLAIM LINE, 1304.80 FEET TO THE POINT OF BEGINNING;) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (COMMONLY KNOWN AS THE WHERLI FARM)

CURRENT ZONING R-1

PROPOSED LAND USE

R-1 SF	LOTS 1 – 404	
	404 Dwelling Units	
	1 Dwelling Unit \ Lot	
R-2 PUD	LOTS 405 – 523	
	238 Dwelling Units	
	2 Dwelling Units \ Lot	

PROPERTY AREA 320.352± ACRES

SITE COVERAGE WITH BUILDINGS

1,930,000 S.F.	44.31± ACRES	13.8%

SITE COVERAGE WITH PAVEMENT

1,214,715 S.F.	27.89± ACRES	8.7%

C: \DOCUME~1\pbajt\LOCALS~1\Temp\A$C177672FC.dib

OWNERS:
Mary E. Doetschman
Charles F. Doetschman
Creek Partners, LLC

DEVELOPER:
Wyndham Deerpoint
684 Lindsay Circle
North Aurora, IL 60542
(630) 966-1000

Exhibit "C"

SHEET 2 OF 17

Survey No.:	C 5 4 4
Ordered By.:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2002
Scale:	1" = 300'
Field Work:	
Prepared By:	PWS

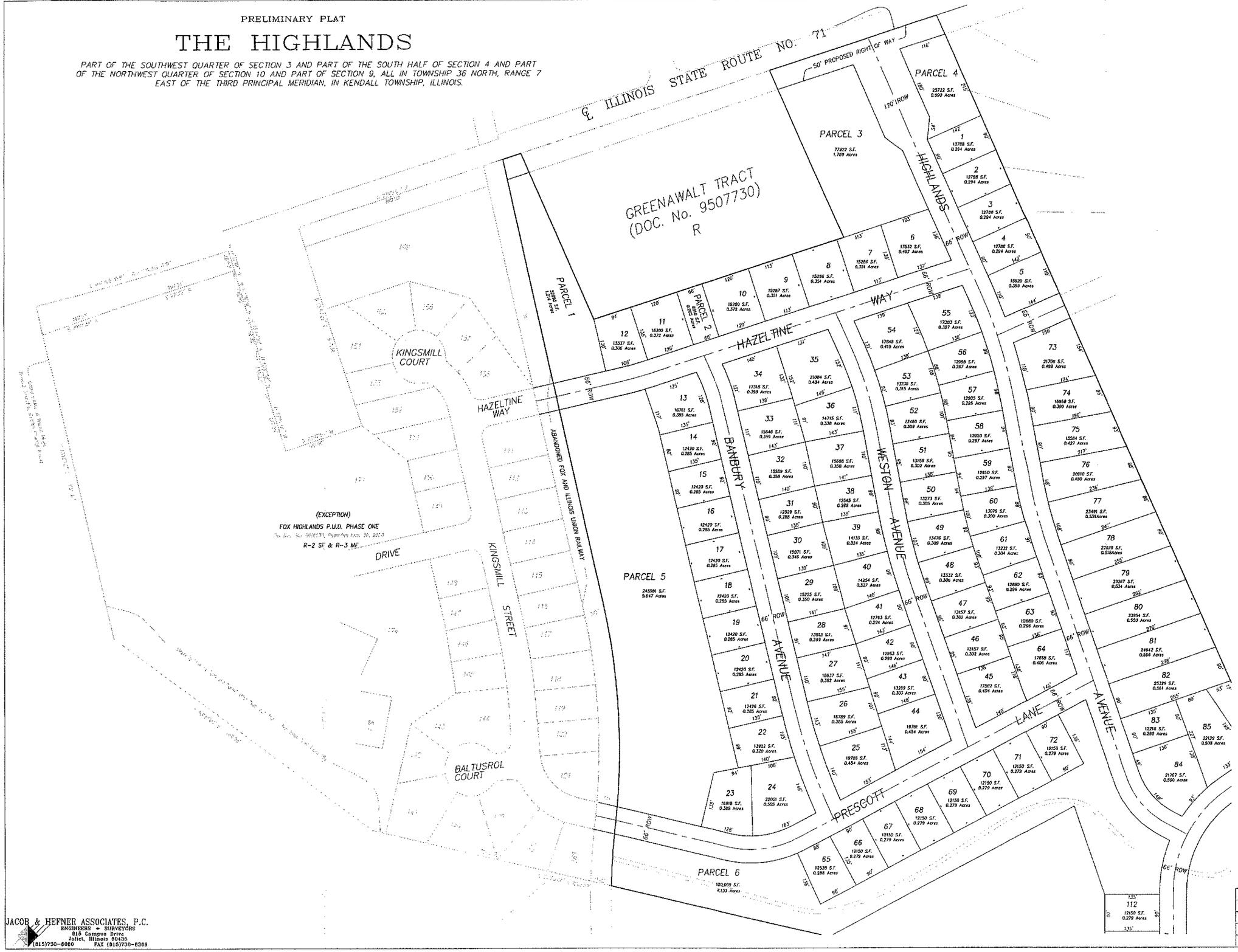
JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS + SURVEYORS
815 Campus Drive
Joliet, Illinois 60435
(815)730-8080 FAX (815)730-8369

R:\5445 Cad\Civil\Preliminary Layout SHEET 2 OF 17

PRELIMINARY PLAT

THE HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.



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SHEET 3 OF 17

Survey No.:	C 5 4 4
Ordered By.:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2002
Scale: 1" = 100'	Field Work Prepared By: PMS

P:\JOBS\5400\544\PRELIMINARY.dwg Layout: SHEET 3 OF 17

PRELIMINARY PLAT

THE HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.

N

0 50' 100' 200'

Scale 1" = 100'

COUNTRY HILLS SUBDIVISION PHASE 1 R-2

PARCEL 7 377,028 S.F. 6.360 Acres

PARCEL 8 164,656 S.F. 4.469 Acres

PARCEL 11 31600 S.F. 0.696 Acres

PARCEL 12 31600 S.F. 0.699 Acres

PARCEL 13 160,304 S.F. 3.678 Acres

ZELTINE WAY

WESTON AVENUE

PRESCOTT LANE

PARKSIDE LANE

WARBLER LANE

MEADOWVIEW LANE

MANCHESTER LANE

HARTFIELD LANE

HEARTHSTONE AVENUE

PROVIDENCE AVENUE

66' ROW

SHEET 4 OF 17

Survey No.:	C 5 4 4
Ordered By:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2002
Scale:	1" = 100'
Field Work:	
Prepared By:	PWD

P:\c5xx\c544\CAD\c544PRELIMPLAT.dwg Layout: SHEET 4 OF 17

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PARCEL 7

277,026 S.F.
6.360 Acres

PARCEL 9

226494 S.F.
5.200 Acres

PARCEL 10

124223 S.F.
2.852 Acres

PARKSIDE LANE

MEADOWVIEW LANE

MANCHESTER LANE

FOX LANE

SILVER FAIRFIELD LANE

ASHWORTH LANE

BRAEMORE LANE

RICHMOND AVENUE

66' ROW

20' ACCESS EASEMENT

10' LANDSCAPE EASEMENT

N

0 50' 100' 200'

Scale 1" = 100'

PRELIMINARY PLAT

THE HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.

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815 Campus Drive
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SHEET 5 OF 17

Survey No.:	C 5 4 4
Ordered By.:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2002
Scale: 1" = 100'	Field Work: / Prepared By: PMH

P:\jobs\5400\5440\dwg\Layout SHEET 5 OF 17

PRELIMINARY PLAT

THE HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.



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815 Campus Drive
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SHEET 6 OF 17

Survey No.:	C 5 4 4
Ordered By.:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2002
Scale:	1" = 100'
Field Work Prepared By:	???

P:\C\C4\15\C4\PRELIMINARY\dwg Layout SHEET 6 OF 17

PARCEL 14

251181 S.F.
5.768 Acres

HAMPTON LANE

DEERPOINT LANE

CARDINAL LANE

CANARY AVENUE

BLUEBIRD PRAIRIE GOLDFINCH CROSSING AVENUE

ALLENDALE ROAD

BLACKBERRY LANE

HOLLOW DRIVE

HAWK LANE

PARKSIDE LANE

PRAIRIE CROSSING DRIVE

ASTOR AVENUE

PARCEL 15

304789 S.F.
7.053 Acres

PARCEL 16

SCHOOL / PARK SITE

841850 S.F.
21.822 Acres

PARCEL 17

456366 S.F.
10.477 Acres

20' ACCESS EASEMENT

(N 88°56'46" E 2652.37')

N

0 50' 100' 200'

Scale 1" = 100'

PRELIMINARY PLAT

THE HIGHLANDS

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTHWEST QUARTER OF SECTION 10 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL TOWNSHIP, ILLINOIS.

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS SURVEYORS
615 Campus Drive
Joliet, Illinois 60435
(815)730-8060 FAX (815)730-8369

Survey No.:	C 5 4 4
Ordered By.:	Wyndham Deerpoint
Description:	PRELIMINARY PLAT
Date Prepared:	June 17, 2003
Scale: 1" = 100'	Field Work: / Prepared By: PMD

K:\jcm\SUBDIV\HIGHLANDS\PRELIMINARY.dwg Layout: SHEET 7 OF 17

EXHIBIT "C-1"

PRELIMINARY LANDSCAPE PLAN

(See following pages)

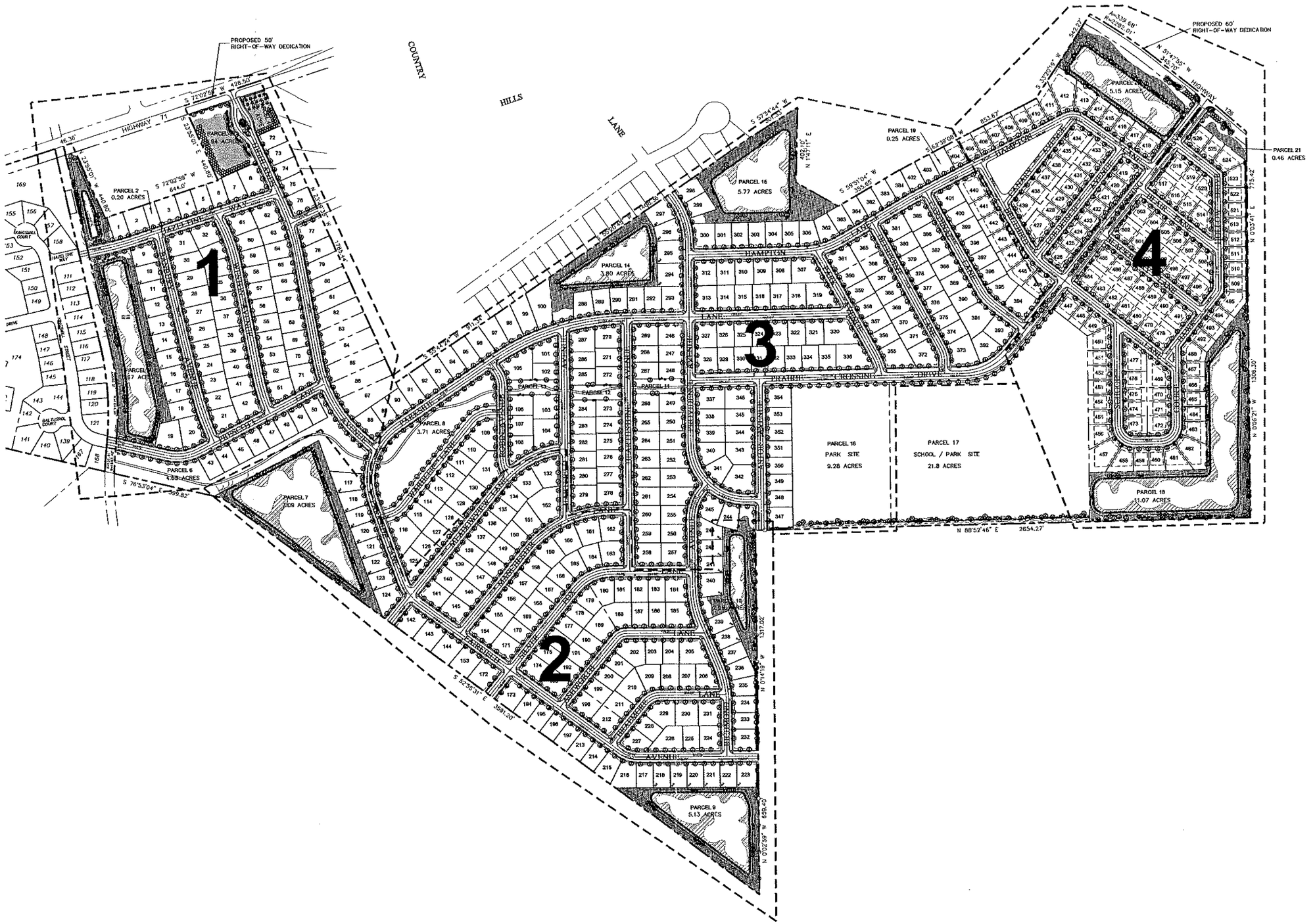


Exhibit "C-1"

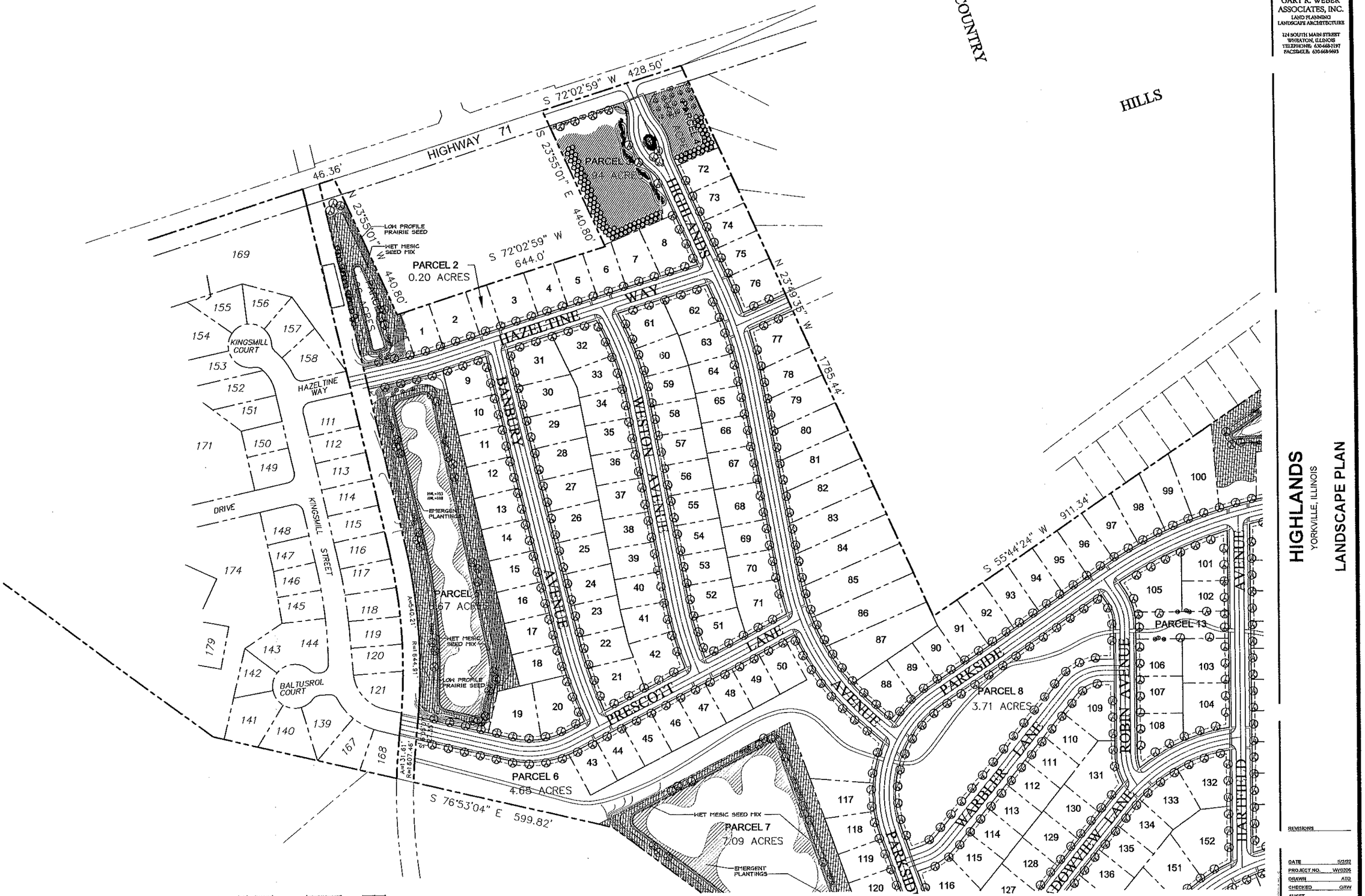
GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
LANDSCAPE ARCHITECTURE
224 SOUTH MAIN STREET
WHEATON, ILLINOIS
TELEPHONE: 630-668-7197
FACSIMILE: 630-668-9693

HIGHLANDS
YORKVILLE, ILLINOIS

LANDSCAPE PLAN

1 8/1/02
REVISIONS

DATE 5/2/02
PROJECT NO. WY0206
DRAWN ATD
CHECKED GRW
SHEET
1 of 6



OVERALL LANDSCAPE AREA 1
SCALE: 1"=100'

0 50 100 200 300

NORTH

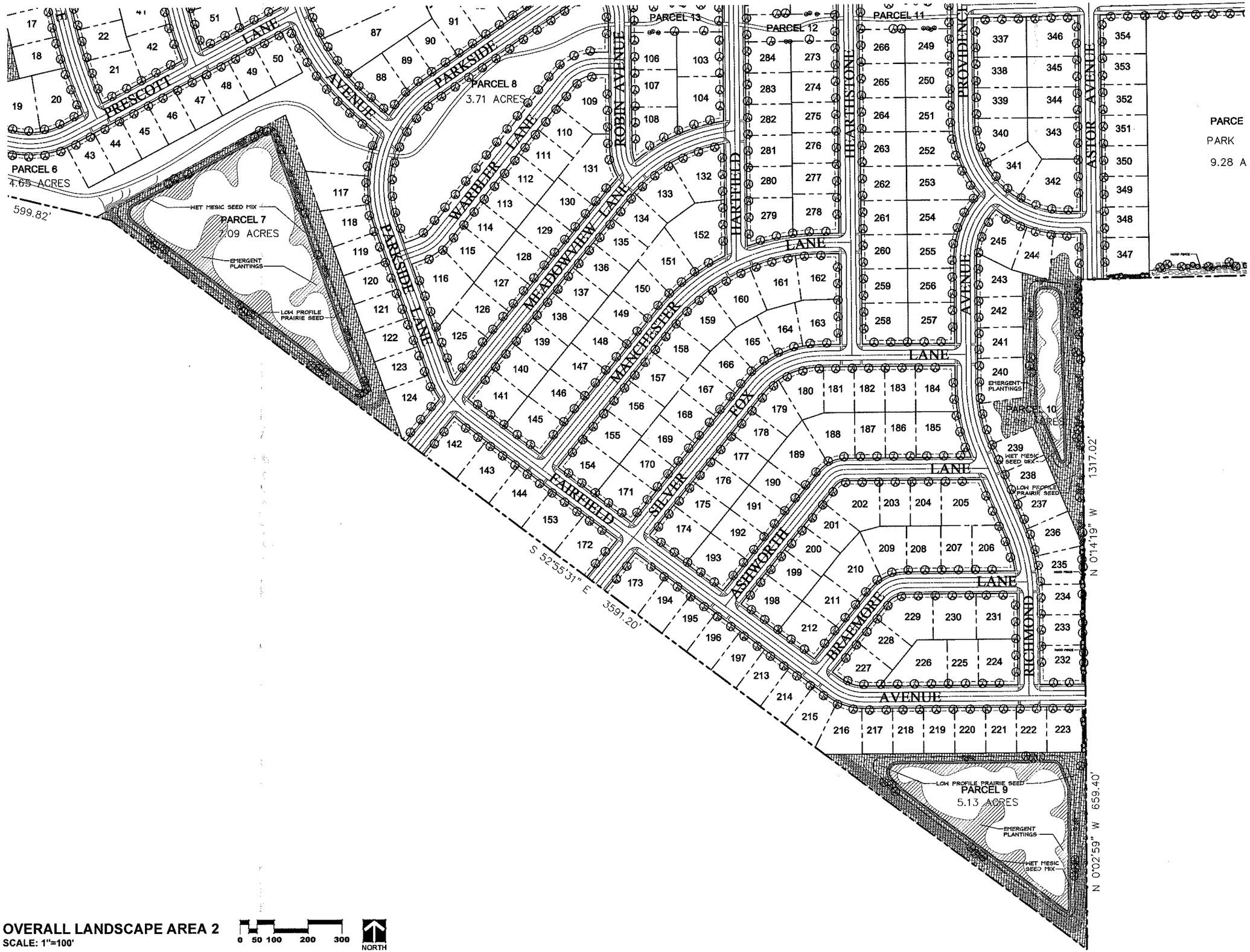
GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
LANDSCAPE ARCHITECTURE
124 SOUTH MAIN STREET
WHEATON, ILLINOIS
TELEPHONE: 630-668-7197
FACSIMILE: 630-668-9693

HIGHLANDS
YORKVILLE, ILLINOIS

LANDSCAPE PLAN

REVISIONS

DATE	5/2/07
PROJECT NO.	WY0205
DRAWN	ATO
CHECKED	GRW
SHEET	2 of 6



OVERALL LANDSCAPE AREA 2
SCALE: 1"=100'

0 50 100 200 300

NORTH

GRWA
GARY R. WEBER ASSOCIATES, INC.
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124 SOUTH MAIN STREET
WHEATON, ILLINOIS
TELEPHONE: 630-668-7197
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HIGHLANDS
YORKVILLE, ILLINOIS

LANDSCAPE PLAN

REVISIONS

DATE	5/2/03
PROJECT NO.	WY9206
DRAWN	ATD
CHECKED	GRW
SHEET	3 of 6

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LAND PLANNING
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214 SOUTH MAIN STREET
WHEATON, ILLINOIS
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FACSIMILE: 630-668-9693

HIGHLANDS
YORKVILLE, ILLINOIS
LANDSCAPE PLAN

PARCEL 15
5.77 ACRES
WET MESIC SEED MIX
EMERGENT PLANTINGS
LOW PROFILE PRAIRIE SEED

PARCEL 14
3.80 ACRES
WET MESIC SEED MIX
EMERGENT PLANTINGS
LOW PROFILE PRAIRIE SEED

PARCEL 19
0.25 ACRES

PARCEL 8
3.71 ACRES

PARCEL 16
PARK SITE
9.28 ACRES

PARCEL 17
SCHOOL / PARK SITE
21.8 ACRES

PARCEL 10
EMERGENT PLANTINGS

PARCEL 11
PARCEL 12
PARCEL 13

S 57°54'44" W 301.33'
N 1°47'11" E 402.10'
S 55°20'45" W 1408.36'
S 55°44'24" W 911.34'
S 59°51'04" W 355.65'
S 62°39'08" W 853.67'
N 88°52'46" E 2654.27'

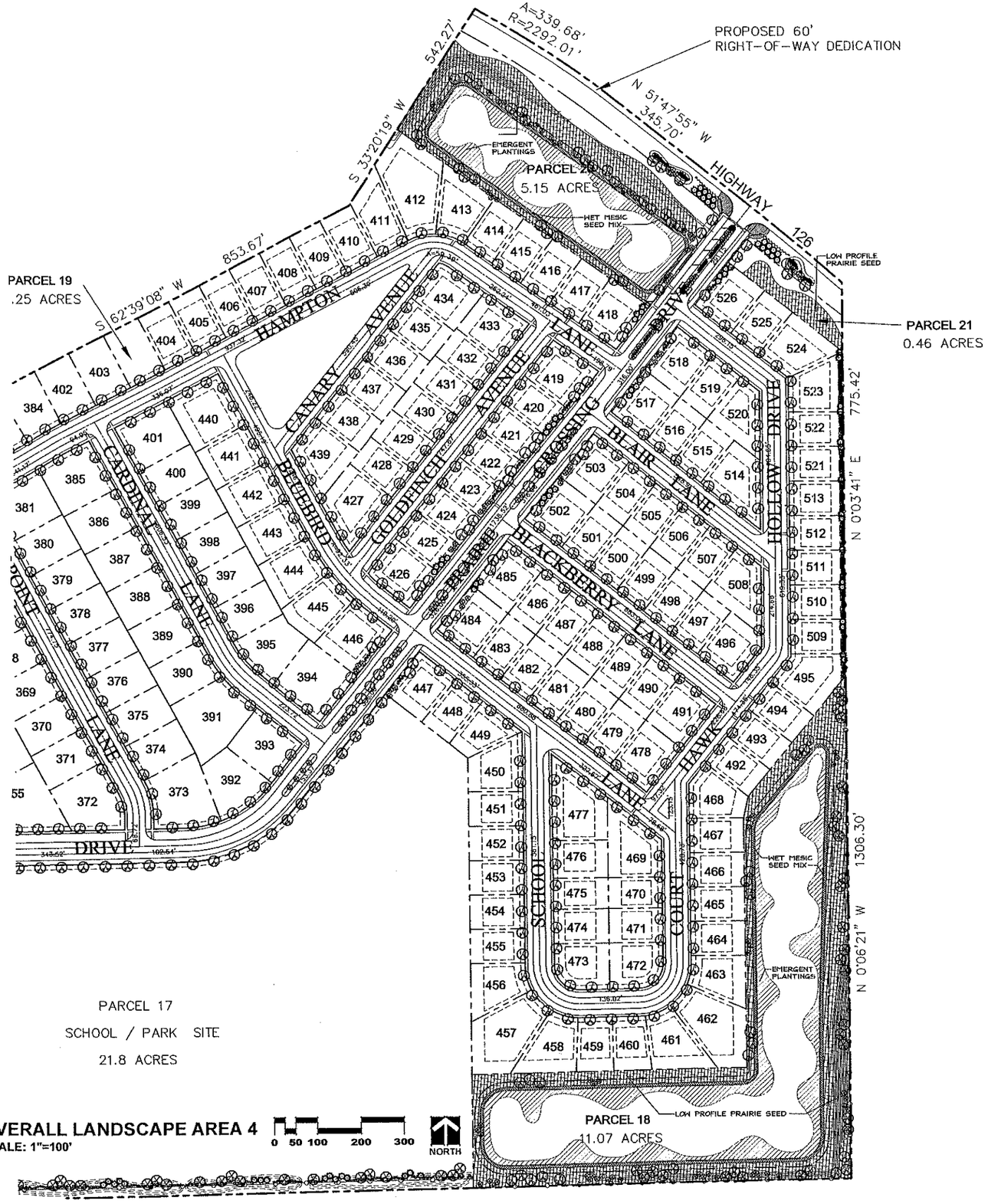
HAMPTON
LANE
DEERPOINT
PARK AVENUE
CARDINAL LANE
CANARY
BLUEBIRD
PRAIRIE CROSSING DRIVE
PARKSIDE
ROBIN AVENUE
WARBLER LANE
MEADOWVIEW LANE
PARKSIDE LANE
HARTFIELD AVENUE
HEARTHSTONE AVENUE
PROVIDENCE AVENUE
ASTOR AVENUE
MANCHESTER
FOX

OVERALL LANDSCAPE AREA 3
SCALE: 1"=100'

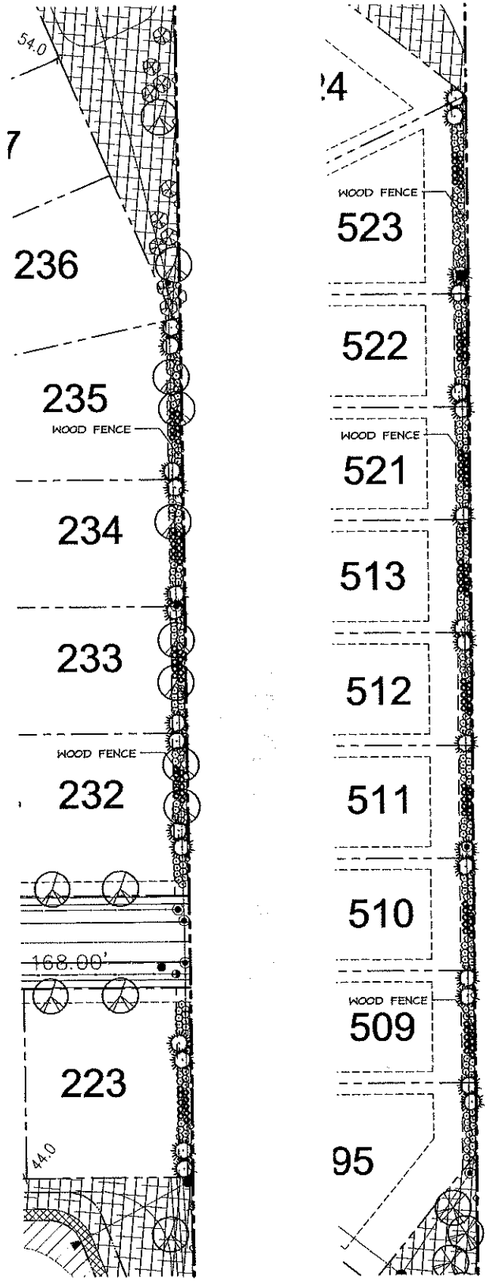
0 50 100 200 300
NORTH

REVISIONS

DATE	5/2/02
PROJECT NO.	WY0206
DRAWN	ATD
CHECKED	GRW
SHEET	4 of 6



OVERALL LANDSCAPE AREA 4
SCALE: 1"=100'
0 50 100 200 300 NORTH



BUFFER DETAIL
SCALE: 1"=40'
0 20 40 80 120 NORTH

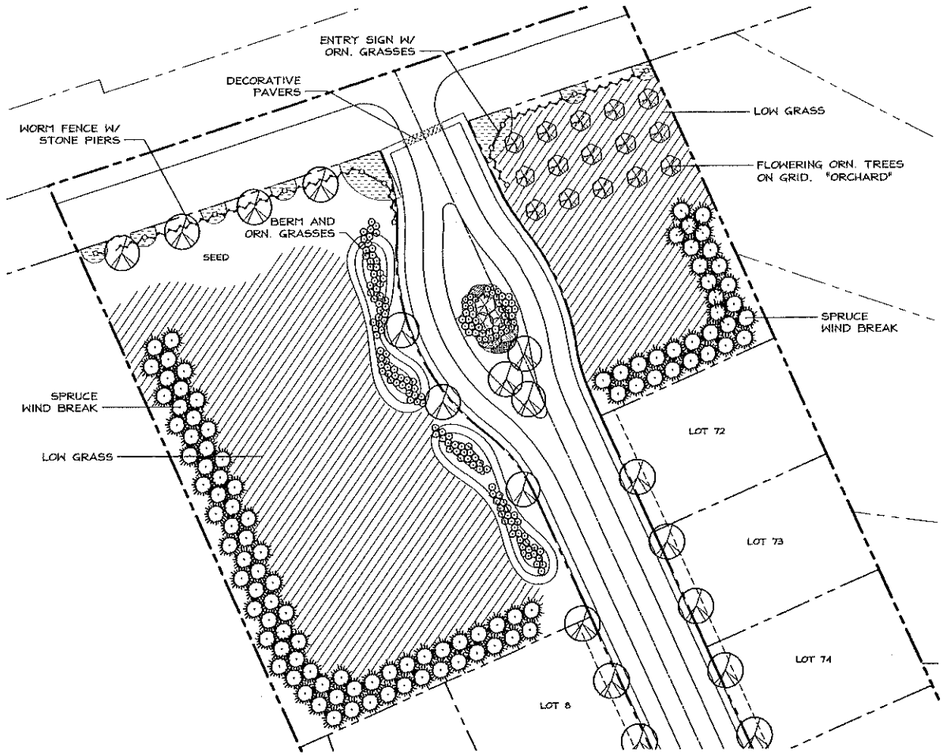
GRWA
GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
LANDSCAPE ARCHITECTURE
234 SOUTH MAIN STREET
WHEATON, ILLINOIS
TELEPHONE 630.668.7197
FACSIMILE 630.668.9693

HIGHLANDS
YORKVILLE, ILLINOIS

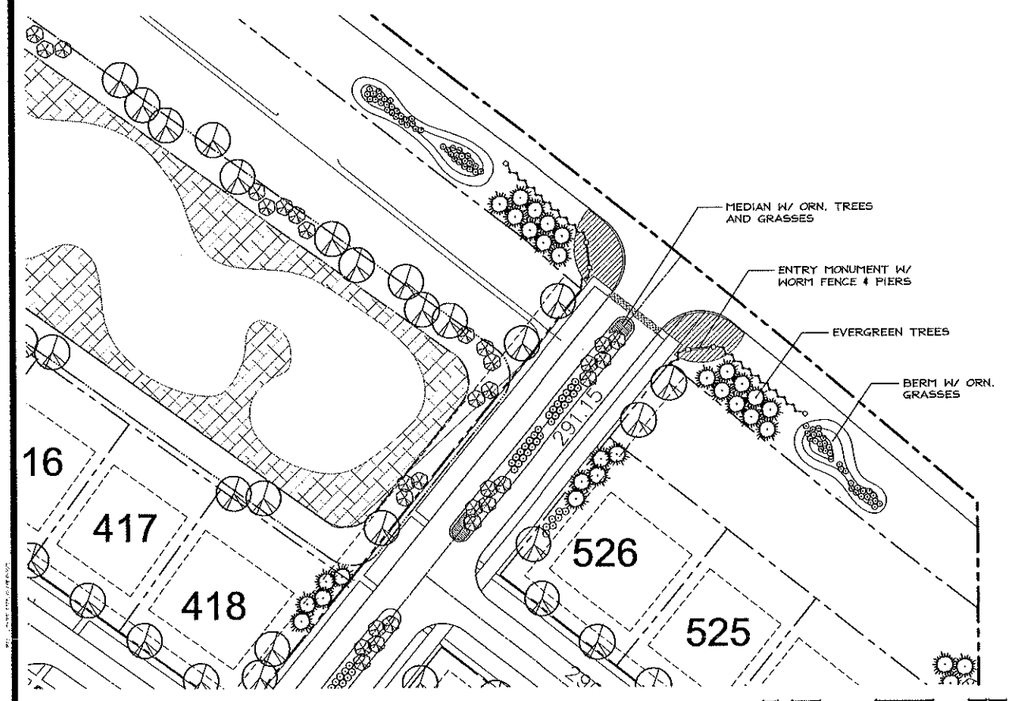
LANDSCAPE PLAN

REVISIONS

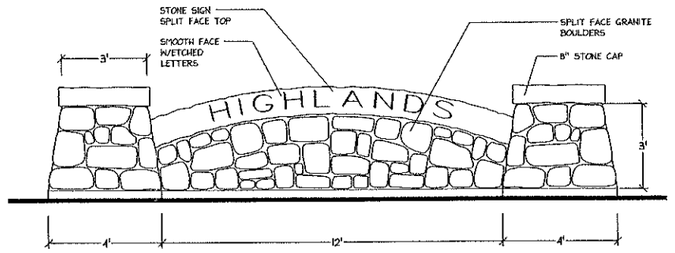
DATE	5/2/02
PROJECT NO.	WY0206
DRAWN	ATD
CHECKED	GRW
SHEET	5 of 6



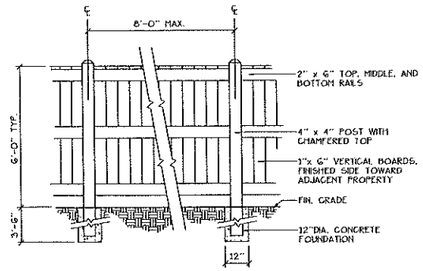
ENTRY FEATURE - HIGHWAY 71
SCALE: 1"=40'



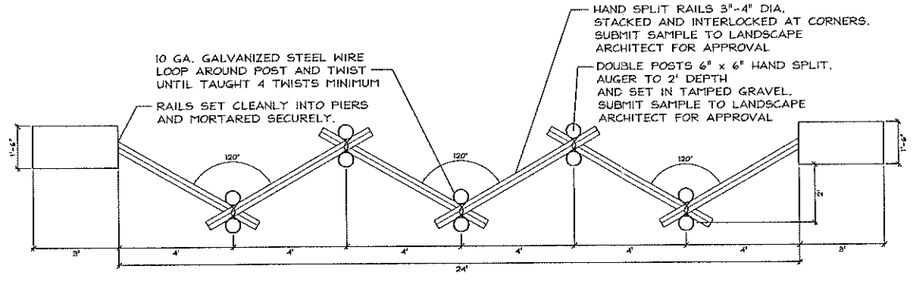
ENTRY FEATURE - HIGHWAY 126
SCALE: 1"=40'



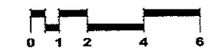
ENTRY MONUMENT ELEVATION
SCALE: 1/2"=1'-0"



BUFFER FENCE DETAIL
NOT TO SCALE



ENTRY FENCE DETAIL
SCALE: 1/2"=1'-0"



REPRESENTATIVE PLANT LIST

Key		Botanical/Common Name	Size	Remarks
		SHADE TREES		
	AP	Acer platanoides 'Emerald Queen' EMERALD QUEEN NORWAY MAPLE	2 1/2" Cal.	
	FA	Fraxinus americana 'Autumn Purple' AUTUMN PURPLE WHITE ASH	2 1/2" Cal.	
	FP	Fraxinus pennsylvanica 'Summit' SUMMIT GREEN ASH	2 1/2" Cal.	
	GT3	Gleditsia triacanthos inermis 'Skyline' SKYLINE HONEYLOCUST	2 1/2" Cal.	
	PC	Pyrus calleryana 'Redspire' REDSPIRE PEAR	2 1/2" Cal.	
	TC	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	2 1/2" Cal.	
		CLUMP SHADE TREES		
	FR	Fraxinus americana 'Autumn Purple' AUTUMN PURPLE WHITE ASH	8' Tall	
	TG	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	8' Tall	
		ORNAMENTAL TREES		
	AG	Amelanchier grandiflora APPLE SERVICEBERRY	6' Tall	Clump Form
	BN	Betula nigra RIVER BIRCH	6' Tall	Clump Form
	AL	Alnus glutinosa BLACK ALDER	6' Tall	Clump Form
	CM	Cornus Mas CORNELIANCHERRY DOGWOOD	6' Tall	Clump Form
	CG	Crataegus crus-galli inermis THORNLESS COCKSPUR HAWTHORN	6' Tall	Clump Form
	MP	Malus 'Prairie Fire' PRAIRIE FIRE CRABAPPLE	6' Tall	Clump Form
		EVERGREEN TREES		
	AC	Abies concolor WHITE FIR	6' Tall	
	PP	Picea pungens GREEN COLORADO SPRUCE	6' Tall	
	TO	Thuja occidentalis 'Techny' MISSION ARBORVITAE	6' Tall	

Key		Botanical/Common Name	Size	Remarks
		DECIDUOUS SHRUBS		
	CA	Cotoneaster acutifolia PEKING COTONEASTER	30" Tall	4' O.C.
	EA	Euonymous alatus 'Compacta' DWARF BURNING BUSH	30" Tall	5' O.C.
	SB	Spiraea bumalda 'Anthony Waterer' ANTHONY WATER SPIREA	24" Wide	4' O.C.
	SM	Syringa meyeri DWARF KOREAN LILAC	30" Tall	5' O.C.
	VD	Viburnum dentatum 'Chicago Lustre' CHICAGO LUSTRE VIBURNUM	30" Tall	5' O.C.
	VL	Viburnum lantana NANNYBERRY VIBURNUM	30" Tall	
		EVERGREEN SHRUBS		
	JS	Juniperus chinensis 'Sargentii' SARGENT JUNIPER	24" Wide	3' O.C.
	JC	Juniperus chinensis 'Seagreen' SEAGREEN JUNIPER	24" Wide	5' O.C.
	TM	Taxus media 'Densiformis' DENSIFORMIS YEW	24" Wide	3' O.C.
		PERENNIALS AND ORNAMENTAL GRASSES		
	CL	Calamagrostis acutiflo 'Karl Foerster' KARL FOERSTER FEATHERREED GRASS	2 Gal.	30" O.C.
	CM	Coreopsis 'Moonbeam' MOONBEAM COREOPSIS	1 Gal.	24" O.C.
	HS	Helictotrichon sempervirens BLUE OAT GRASS	1 Gal.	24" O.C.
	HO	Hosta sieboldiana 'Frances Williams' FRANCES WILLIAM HOSTA	1 Gal.	24" O.C.
	LS	Liatris spicata 'Kobold' SPIKE GAYFEATHER	1 Gal.	18" O.C.
	MG	Miscanthus sinensis 'Gracillimus' MAIDEN GRASS	2 Gal.	5' O.C.
	RG	Rudbeckia 'Goldsturm' GOLDSTURM BLACK-EYED SUSAN	1 Gal.	24" O.C.
	SA	Sedum 'Autumn Joy' AUTUMN JOY SEDUM	1 Gal.	18" O.C.
	SS	Salvia x superba 'East Friesland' EAST FRIESLAND SALVIA	1 Gal.	18" O.C.
		GROUNDCOVERS		
	EF	Euonymous fortunei coloratus PURPLELEAF WINTERCREEPER	Quart	12" O.C.

GR WA
GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
LANDSCAPE ARCHITECTURE
214 SOUTH MAIN STREET
WHEATON, ILLINOIS
TELEPHONE: 630.668.7197
FACSIMILE: 630.668.9693

HIGHLANDS
YORKVILLE, ILLINOIS

LANDSCAPE PLAN

REVISIONS

DATE	5/2/02
PROJECT NO.	WY0206
DRAWN	ATD
CHECKED	GRW
SHEET	6 of 6

EXHIBIT "D"

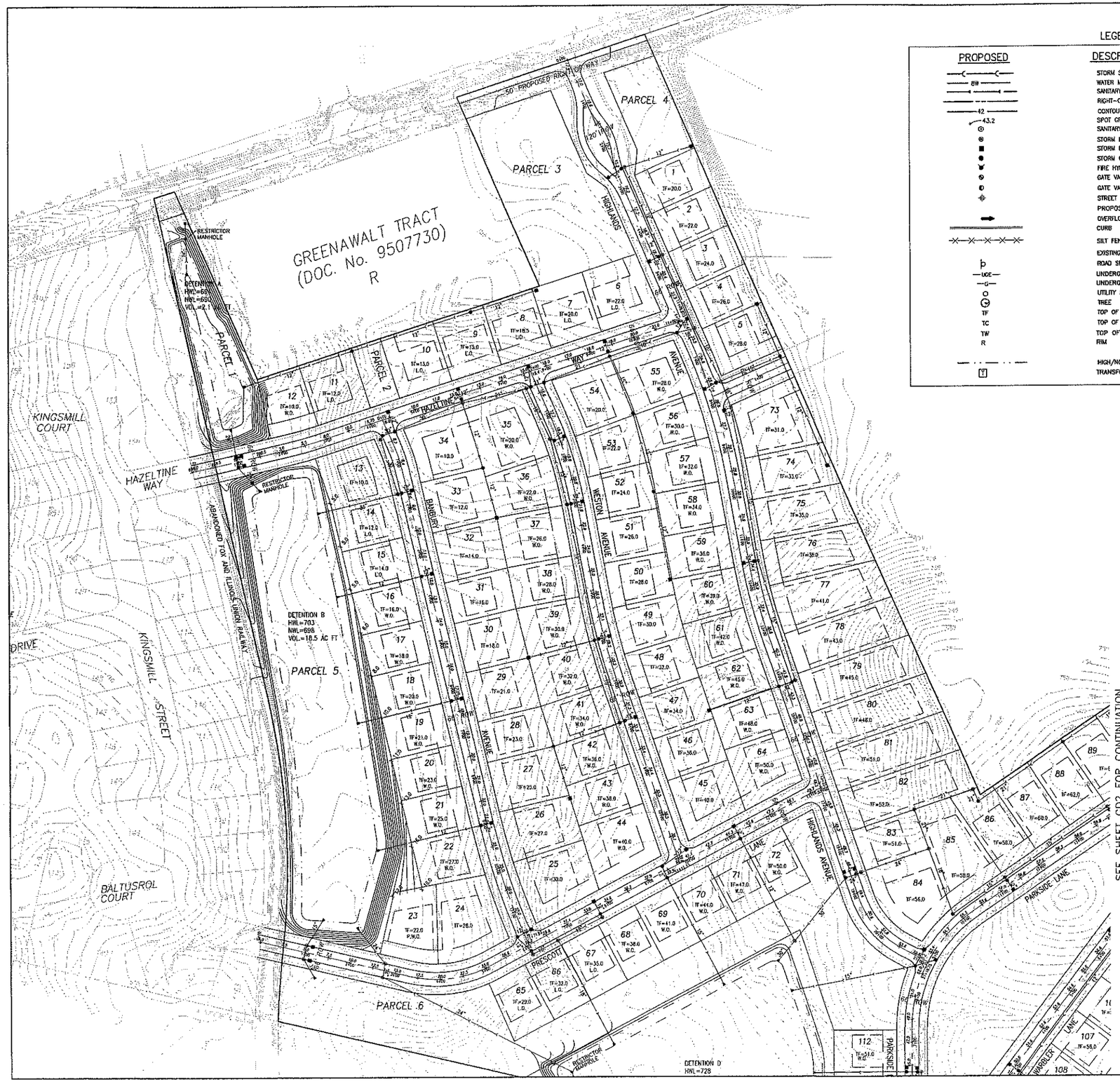
PRELIMINARY ENGINEERING

(See following page)

EXHIBIT "D"

PRELIMINARY ENGINEERING

(See following page)



LEGEND

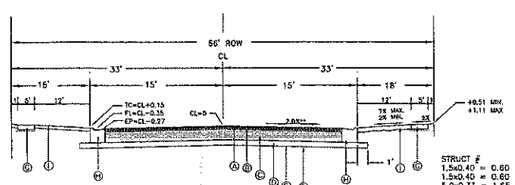
PROPOSED	DESCRIPTION	EXISTING
C C	STORM SEWER	
SW	WATER MAIN WITH SIZE	
S S	SANITARY SEWER	
	RIGHT-OF-WAY	
42	CONTOUR	
43.2	SPOT GRADE	
	SANITARY MANHOLE	
	STORM MANHOLE	
	STORM INLET	
	STORM CATCH BASIN	
	FIRE HYDRANT	
	GATE VALVE W/BOX	
	GATE VALVE W/VAULT	
	STREET LIGHT	
	PROPOSED STREET LIGHT W/MAST	
	OVERFLOW DIRECTION	
	CURB	
X X X X X	SILT FENCE	
	EXISTING POWER POLE LIGHTED	
	ROAD SIGN	
UGE	UNDERGROUND ELECTRIC	
G	UNDERGROUND GAS	
	UTILITY POLE	
	TREE	
TF	TOP OF FOUNDATION	
TC	TOP OF CURB	
TW	TOP OF RETAINING WALL	
R	RIM	
	HIGH/NORMAL WATER LEVEL	
T	TRANSFORMER	

N

GRAPHIC SCALE 1"=100'
0 50 100 200

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS AND STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION IN ILLINOIS AND THE SUBDIVISION ORDINANCES FOR THE VILLAGE OF YORKVILLE.
2. ALL SANITARY SEWERS SHALL BE PVC PIPE, TYPICALLY ASTM D-3034, SDR 26, 8" DIAMETER, UNLESS NOTED OTHERWISE. THE FORCEMAIN SHALL BE DIP PRESSURE CLASS 350.
3. ALL STORM SEWERS SHALL BE REINFORCED CONCRETE PIPE ASTM C-76, SIZES TO BE DETERMINED AT TIME OF FINAL ENGINEERING. WHERE APPROVED, ADS N-12 STORM DRAIN MAY BE USED IN YARD AREAS.)
4. ALL WATER MAIN TO BE DUCTILE IRON PIPE (PRESSURE CLASS 350). SIZE TO BE 8" DIAMETER UNLESS NOTED OTHERWISE.
5. STREET LIGHTS SHALL BE PROVIDED. LOCATION TO BE FINALIZED AT THE TIME OF FINAL ENGINEERING.
6. LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE AND ARE TO BE VERIFIED PRIOR TO FINAL ENGINEERING AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
7. PROPOSED ELEVATIONS AND GRADING, PROPOSED UTILITY SIZES AND LOCATIONS, AS WELL AS PROPOSED SECTIONS AND DETAILS SHOWN HEREIN ARE SCHEMATIC AND PRELIMINARY IN NATURE AND ARE SUBJECT TO REVISION AT THE TIME OF FINAL ENGINEERING.
8. REAR YARD INLETS MAY BE REQUIRED AT TIME OF FINAL ENGINEERING IN CONJUCTION WITH FINALIZATION OF FINAL SITE GRADING DESIGN.
9. APPROPRIATE EASEMENTS FOR ALL UTILITIES WILL BE PROVIDED AT THE TIME OF FINAL ENGINEERING AND SHALL BE REFLECTED ON THE FINAL PLAT OF SUBDIVISION.
10. CURB RETURNS ARE TO HAVE 30' RADIUS UNLESS NOTED OTHERWISE.
11. REAR YARD PONDING OF STORM WATER WILL TYPICALLY NOT EXCEED 1.5' IN HEIGTH, EXCEPT AS NOTED ON PLANS FOR REAR YARD PONDING WITH COMMON OPEN AREAS. ALL MAJOR OVERLAND FLOW PATHS SHALL PASS THE 100 YEAR FLOW AT A STAGE ONE FOOT BELOW THE LOWEST ADJACENT FOUNDATION GRADE.
12. STREET SIGNS SHALL BE PROVIDED AT EACH INTERSECTION.
13. PARKWAYS, NEW DITCHES AND DETENTION AREAS SHALL BE SEEDED, EXCEPT AS NOTED OTHERWISE.
14. UTILITY EASEMENTS FOR SEWERS AND WATER MAIN OUTSIDE OF PUBLIC R.O.W. ARE TO BE PROVIDED AS WELL AS STORMWATER CONTROL EASEMENTS FOR DETENTION / STORMWATER FACILITIES. EASEMENTS REQUIRED WITHIN OUTLOTS TO BE DETERMINED AT TIME OF FINAL ENGINEERING / FINAL SUBDIVISION PLAT PREPARATION.
15. STORM SERVICES SHALL BE PROVIDED FOR ALL LOTS THAT DO NOT MEET VILLAGE REQUIREMENT FOR LACK OF NEED OF STORM SERVICE.
16. ALL SIDEWALKS ARE TO BE CONCRETE AND HAVE RAMPS AT INTERSECTIONS WITH STREETS THAT MEET THE "ILLINOIS ACCESSIBILITY CODE" REQUIREMENTS.
17. ALL HYDRANT AND VALVE LOCATIONS AS WELL AS STORM, SANITARY, AND WATER MAIN SIZING TO BE DETERMINED DURING FINAL ENGINEERING.



TYPICAL PAVEMENT SECTION - LOCAL STREETS
N.T.S.

(A) 1.5" BITUMINOUS CONCRETE SURFACE COURSE, CL I, TY. 2, MIX. D
(B) 1.5" BITUMINOUS CONCRETE SURFACE COURSE, CL I, TY. 2, MIX. D
(C) 5.0" BITUMINOUS CONCRETE BINDER COURSE, CL I, TY. 2
(D) 4" CRUSHED AGGREGATE SUB-BASE, TY. B.
(E) AMOCO 4551 FABRIC OR APPROVED EQUAL
(F) COMPACTED SUB-GRADE
(G) 5" (6" @ DRIVEWAYS) PCC SIDEWALK WITH W/3" CRUSHED AGG. SUB-BASE
(H) COMB. CONC. CURB AND GUTTER, TYPE B-6.12
(I) 6" TOP SOIL AND SEEDING

No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	28DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

PRELIMINARY GRADING AND DRAINAGE PLAN - 1

THE HIGHLANDS
YORKVILLE, ILLINOIS

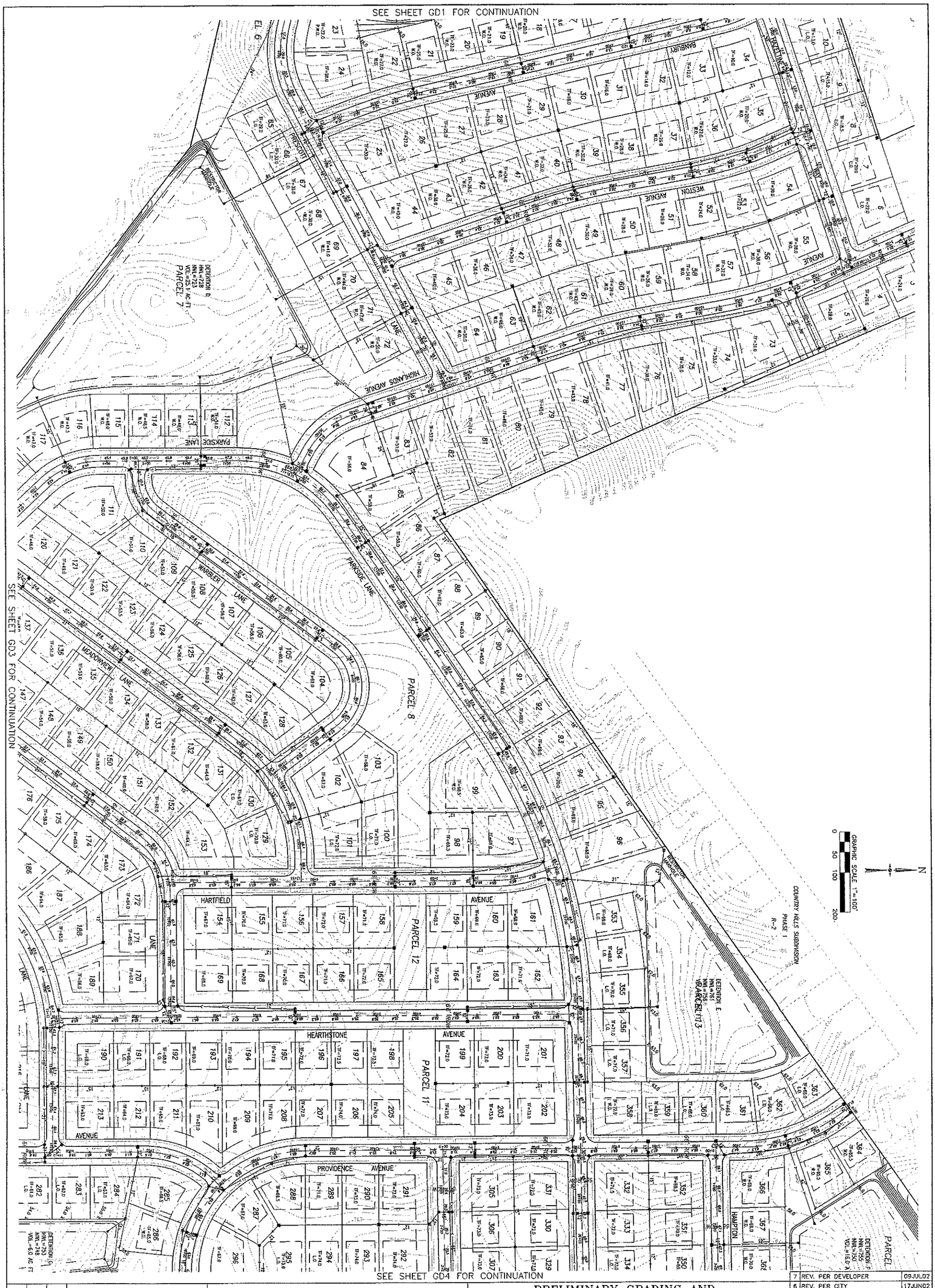
JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
730 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-8000
FAX: (630) 942-1774

WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

C544
GD1
8 OF 17

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Exhibit "D"



9 OF 17	GD2	C544	WYNDHAM DEERPOINT 604 LINDSAY CIRCLE NORTH AURORA, IL 60542 Phone: (630)-966-1000 Fax: (630)-966-1006

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
739 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-9000
FAX: (630) 942-1774

PRELIMINARY GRADING AND DRAINAGE PLAN – 2

THE HIGHLANDS
YORKVILLE, ILLINOIS

No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

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7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01
No.	Description	Date

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GD3

C544

WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
739 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-9000
FAX: (630) 942-1774

PRELIMINARY GRADING AND DRAINAGE PLAN – 3

THE HIGHLANDS
YORKVILLE, ILLINOIS

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PIN 05-03-300-013
ZONED R
PARKWAY BANK & TRUST No. 11357

PIN 05-03-300-014
ZONED F
PARKWAY BANK & TRUST No. 11357

PIN 05-03-300-016
ZONED F
KEVIN M. BENSON

PIN 05-03-300-0
ZONED R
BREWER, GAIL

PIN 05-03-300-010
ZONED R
HALMACY, STEVE & MAY ET EL

(R=2292.01')

PARCEL 14

PARCEL 18

PARCEL 19

DETENTION F
HWL=755
NWL=750
VOL=16.0 AC FT

DETENTION K
HWL=732
NWL=727
VOL=13.5 AC FT

60' ERCROSED RIGHT OF WAY

HAMPTON LANE

DEERPOINT LANE

PARKSIDE LANE

CARDINAL DRIVE

BLUEBIRD PARK AVENUE

GOLDENROD CROSSING

BLACKBERRY LANE

PRAIRIE SCHOOL COURT

HAWK HOLLOW DRIVE

SEE SHEET GD2 FOR CONTINUATION

SEE SHEET GD5 FOR CONTINUATION

N

GRAPHIC SCALE 1"=100'
0 50 100 200

No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

PRELIMINARY GRADING AND DRAINAGE PLAN - 4

THE HIGHLANDS
YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
738 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-9000
FAX: (630) 942-1774

WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

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GD4
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SEE SHEET GD2 FOR CONTINUATION

SEE SHEET GD4 FOR CONTINUATION

N

GRAPHIC SCALE 1"=100'
0 50 100 200

No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	25DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

PRELIMINARY GRADING AND DRAINAGE PLAN - 5

THE HIGHLANDS
YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
789 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-9000
FAX: (630) 942-1774

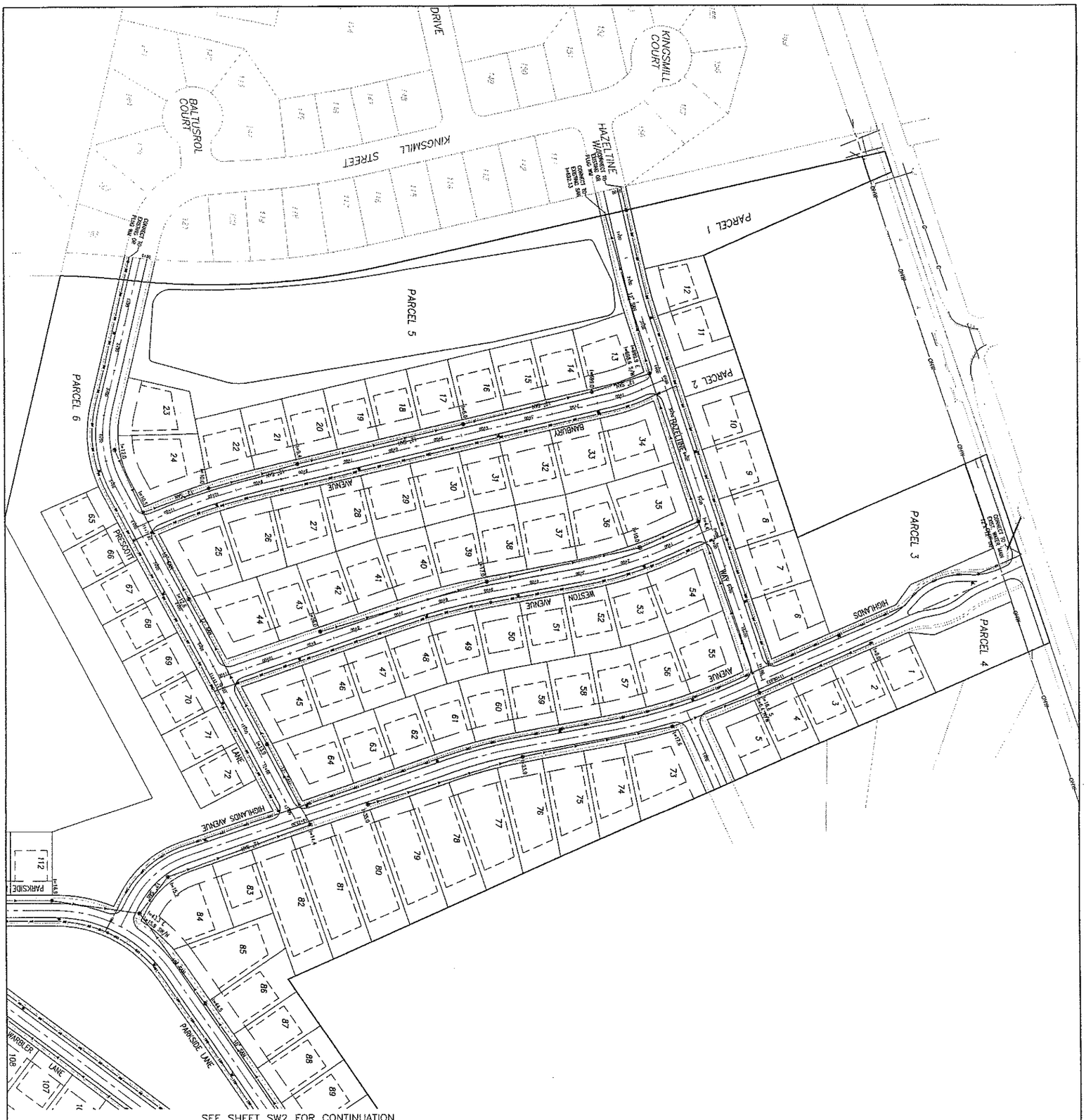
WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1066

C544

GD5

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GRAPHIC SCALE 1"=100'
0 50 100 200
N

7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01
No.	Description	Date

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SW1

C544

WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
739 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-9000
FAX: (630) 942-1774

PRELIMINARY SANITARY AND WATERMAIN PLAN – 1

THE HIGHLANDS
YORKVILLE, ILLINOIS

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GRAPHIC SCALE 1"=100'

0 50 100 200

No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan	24OCT01

PRELIMINARY SANITARY AND WATERMAIN PLAN - 2

THE HIGHLANDS
YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
730 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-9000
FAX: (630) 942-1774

WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

C544
SW2
14 OF 17

SEE SHEET SW1 FOR CONTINUATION
SEE SHEET SW4 FOR CONTINUATION
SEE SHEET SW3 FOR CONTINUATION

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SEE SHEET SW2 FOR CONTINUATION

PARCEL 10

PARCEL 9

20' ACCESS EASEMENT

MEADOWVIEW LANE

MANCHESTER LANE

FOX LANE

SILVER LANE

ASHWORTH LANE

BRAEMORE LANE

RICHMOND LANE

AVENUE

FAIRFIELD AVENUE

PLUG WM

10' LANDSCAPE EASEMENT

GRAPHIC SCALE 1"=100'
0 50 100 200

No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

PRELIMINARY SANITARY AND WATERMAIN PLAN - 3

THE HIGHLANDS
YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
739 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-8000
FAX: (630) 942-1774

WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

C544

SW3

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GRAPHIC SCALE 1"=100'
0 50 100 200

No.	Description	Date
7	REV. PER DEVELOPER	08JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

PRELIMINARY SANITARY AND WATERMAIN PLAN - 4

THE HIGHLANDS
YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
729 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-8000
FAX: (630) 942-1774

WYNDHAM DEERPOINT
604 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

C544

SW4

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PARCEL 14

PARCEL 18

PARCEL 19

PARCEL 19

(R=2282.01')

CHW

HAMPTON

LANE

PARKSIDE LANE

DEERPOINT

CARDINAL

BLUEBIRD

PARK

AVENUE

GOLDFINCH AVENUE

CROSSING

PRAIRIE

BLACKBERRY

LANE

SCHOOL

COURT

HAWK HOLLOW

DRIVE

SEE SHEET SW2 FOR CONTINUATION

SEE SHEET SW5 FOR CONTINUATION

SEE SHEET SW4 FOR CONTINUATION

SEE SHEET SW2 FOR CONTINUATION

PARCEL 14

PARCEL 15

PARCEL 16

SCHOOL / PARK SITE

PARCEL 17

HAMPTON LANE

PARKSIDE LANE

PRAIRIE CROSSING DRIVE

BLUEBIRD LANE

CARDINAL LANE

DEERPOINT LANE

PARK AVENUE

PRAIRIE LANE

GOLDFINCH AVENUE

BLACKBERRY LANE

SCHOOL COURT

HAWK HOLLOW DRIVE

ASTOR AVENUE

6" FORCE MAIN

20' ACCESS EASEMENT

GRAPHIC SCALE 1"=100'

0 50 100 200

No.	Description	Date
7	REV. PER DEVELOPER	09JUL02
6	REV. PER CITY	17JUN02
5	REV. PER CITY	23MAY02
4	REV. PER DEVELOPER	02APR02
3	REV. PER CITY	10JAN02
2	REV. PER DEVELOPER	26DEC01
1	REV. PER CITY	07NOV01
	Original Plan Date	24OCT01

PRELIMINARY SANITARY AND WATERMAIN PLAN - 5

THE HIGHLANDS

YORKVILLE, ILLINOIS

JACOB & HEFNER ASSOCIATES, P.C.

ENGINEERS • SURVEYORS

750 ROOSEVELT ROAD, SUITE 100
GLEN ELLYN, ILLINOIS 60137
PHONE: (630) 942-9000
FAX: (630) 942-1774

WYNDHAM DEERPOINT

804 LINDSAY CIRCLE
NORTH AURORA, IL 60542
Phone: (630)-966-1000
Fax: (630)-966-1006

C544

SW5

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EXHIBIT "E"

PERMITTED VARIATIONS AND DESIGN STANDARDS

I. Permitted Variations to Zoning Ordinance:

A. Section 12.15.5: Sign Code

1. Increase sign face area and height standards to comply with the standards set forth in Exhibit "H" attached hereto

B. PUD for 117 Duplex lots (324 units) with common area and building envelopes in substantial conformance with the Preliminary Plan.

II. Permitted Variations to Subdivision Ordinance:

A. PUD for 117 Duplex lots (324 units) with common area and building envelopes in substantial conformance with the Preliminary Plan.

III. Permitted Variations to Building Code:

IV. Permitted Variations for Signage:

The provisions of the Zoning Ordinance are hereby varied as necessary and appropriate to permit the construction and use of those signs as identified in Paragraph 13 of this Agreement and in Exhibit "H" attached hereto

EXHIBIT "F"

FORM LETTER OF CREDIT OR SURETY BOND

(See following page)

(Letterhead of a Bank, Savings and Loan or Mortgage House)

_____, 20__

Mayor and Aldermen
City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Subdivision Name
Letter of Credit No.
For Account of
Amount
Date

Gentlemen:

The undersigned _____ by _____, its' duly
(name of financial institution) (name & title)
authorized agent,, hereby establishes and issues this Irrevocable Letter of Credit in favor of the City of Yorkville in the amount of $_____, which represents 110% of the cost of the improvements described herein. Such credit is available to be drawn upon by said City upon presentation to this bank of your demand for payment accompanies by a copy of this Letter of Credit.

This Letter of Credit is issued for the purpose of securing and paying for the installation of the following public improvements in the aforesaid subdivision:

DIVISION "A" - SANITARY SEWERS
(engineer's estimate = _____)
DIVISION "B" - WATER MAIN
(engineer's estimate = _____)
DIVISION "C" - STORM SEWERS
(engineer's estimate = _____)
DIVISION "D" - STREETS
(engineer's estimate = _____)
DIVISION "E" - DETENTION BASIN
(engineer's estimate = _____)
DIVISION "F" - MISC. IMPROVEMENTS
(engineer's estimate = _____)
Total engineer's estimate =

The costs of the foregoing improvements are detailed in the attached Engineer's Cost Estimate.

The development is legally described as follows:

See Attached Exhibit "A"

Said public improvements shall be constructed by _____ our customer, in
(subdivider)
accordance with the plans, specifications, completion schedules and cost estimates prepared by
_____.
(subdivider's engineer)

The undersigned agrees that this Irrevocable Letter of Credit shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and cost estimated for said modifications.

This Irrevocable Letter of Credit shall expire on _____, 20____. provided, however, the undersigned shall notify the City Clerk by certified or registered mail, return receipt requested, at least ninety (90) days prior to said expiration date, that said Letter of Credit is about to expire. In no event shall this Irrevocable Letter of Credit or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be extended as required to comply with this notice provision.

This Irrevocable Letter of Credit shall remain in effect until _____, 20___, without regard to
(expiration date)
any default in payment of money owed to the issuer by our customer and without regard to other claims which the Issuer may have against our customer, and in no event shall terminate without notice as specified above.

This Letter of Credit may be renewed by the Issuer or our customer prior to the above expiration date by submitting a new Letter of Credit to the same form and substance as this Letter of Credit to the City Clerk in an amount equal to 110% of the estimated cost to complete and pay for the above described improvements.

It is agreed that the following shall be considered a default by our customer and shall entitle the City to make demand on this Letter of Credit:

1. that said Letter of Credit will expire within thirty (30) days and has not been renewed; or
2. that the aforesaid improvements have not been completed by the subdivider at least thirty (30) days prior to the aforesaid expiration date; or
3. that the owner and/or subdivider has failed to complete or carry on the work of the installation and construction of the required improvements in accordance with the schedule, or at a faster pace if the installation of the private improvements shall be completed before public improvements to service them are available; or
4. that the City of Yorkville has determined that the owner and/or subdivider has demonstrated that they will be unable to complete the improvement; or

5. that the City of Yorkville has determined that the public improvements or other improvements covered by this commitment have been or are likely to be the subject of liens or other claims by contractors, subcontractors or third parties; or
6. that if more funds are disbursed at this time on order of the owner and/or subdivider insufficient funds will remain irrevocably committed to guarantee the completion of all improvements, and such certification indicates that the owner and/or subdivider has been notified that the municipality finds that a breach of the owner's and/or subdivider's obligations has occurred and has not been cured within a period of thirty (30) days.

The Issuer's obligation to the City is based solely on this Irrevocable Letter of Credit engagement between this financial institution and the City and is not subject to instructions from our customer.

It is recognized that the City has directed our customer to proceed with the construction of public improvements upon the guarantee of this irrevocable commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by agreements between this financial institution and our customer.

This Irrevocable Letter of Credit sets forth in full the terms of this undertaking between the Issuer and the City, and such undertaking shall not in any way be modified, amended, amplified, nor shall it be limited by reference to any documents, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Demands on this Letter of Credit shall be made by presenting the Issuer with a letter from the City Clerk of the City of Yorkville demanding payment accompanied by the certificate of the City Clerk of the City of Yorkville certifying the basis for the default and demand on this Letter of Credit.

The undersigned agrees that this Letter of Credit shall not be reduced or discharged except upon receipt of a certificate of the City Clerk of the City of Yorkville certifying that this Letter of Credit may be reduced. The outstanding balance of this Letter of Credit shall be the face amount of this Letter of Credit less any amount which is discharged upon certificate of the City Clerk; Provided however, the outstanding balance of this Letter of Credit shall not be reduced to less than 25% of the approved engineer's estimate upon which this Letter of Credit is based until the City Council accepts the aforementioned improvements and a certificate of the City Clerk certifying that the Letter of Credit has been released by the City Council of the City.

All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

The undersigned further agrees and engages that it will be responsible and liable for attorney fees and court costs which may be incurred by the City in enforcing collection of this Letter of Credit in accordance with its' terms.

We hereby engage with you that all demands for payment in conformity with the terms of this Irrevocable Letter of Credit will be duly honored on presentation to us prior to expiration of this Letter of Credit.

BY:_____ ATTEST:

Name:_____ Name:
Title:_____ Title:

STATE OF ILLINOIS)
) SS
COUNTY OF_____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the_____ of the
(title)
_____, and _____personally known to me to be the
(name of institution) (title)
of said institution, and who are personally known to me to be the same persons whose names are subscribed to the foregoing Letter of Credit as such _____ and _____
(title) (title)
respectively, and caused the corporate seal of said _____ to be affixed thereto
(name of institution)
pursuant to authority given by the Board of Directors thereof as their free and voluntary acts and as the free and voluntary act and deed of said institution.

Given under my hand and official seal this __ day of _____20__.

_____SEAL
Notary Public

EXHIBIT "G"

CURRENT CITY BUILDING CODES

1. BOCA 1999
2. Illinois State Plumbing Code
3. National Electric Code 1999
4. International Building Code 2000

EXHIBIT "H"

PROJECT SIGNAGE

I. Onsite Project Identification Signs:
   1. Number: 4
   2. Maximum Height: 20 feet
   3. Maximum Sign Faces Per Sign: 2
   4. Maximum Sign Face Area Per Side: 200 square feet
   5. Illumination: Permitted
   6. Minimum Setback from Property Line: 5 feet
   7. Location: As from time to time determined by DEVELOPER

II. Onsite Model Home Signs:
   1. Number: 1 sign for each model home
   2. Maximum Height: 6 feet
   3. Maximum Sign Faces Per Sign: 2
   4. Maximum Sign Face Area Per Side: 32 square feet
   5. Illumination: Permitted
   6. Minimum Setback from Property Line: 5 feet
   7. Location: As from time to time determined by DEVELOPER

III. Onsite Directional and Information Signs:
   1. Number: No maximum number
   2. Maximum Height: 6 feet
   3. Maximum Sign Faces Per Sign: 2
   4. Maximum Sign Face Area Per Side: 16 square feet
   5. Illumination: Permitted
   6. Minimum Setback from Property Line: 5 feet
   7. Location: As from time to time determined by DEVELOPER

IV. Onsite Sales or Marketing Signs/Flags:
   1. Number: 12
   2. Maximum Height: 10 feet
   3. Maximum Sign Faces per Sign: 2
   4. Maximum Sign Face Area Per Side: 32 square feet
   5. Illumination: Permitted
   6. Location: As from time to time determined by DEVELOPER

V. Permanent Entry Monument Signs:

Permanent entry monument signs and treatments shall be permitted in compliance with applicable provisions of the CITY Sign Ordinance and Subdivision Ordinance, or as otherwise approved by the CITY Council or Building and Zoning Officer upon request by DEVELOPER.

VI. Other Signs:

In addition to those permitted signs as identified in this Exhibit "H", DEVELOPER shall further have the right to from time to time install and utilize such other signage upon the Highlands Property as otherwise permitted pursuant to the provisions of applicable ordinances of the CITY.

EXHIBIT "I"

RECAPTURE IMPROVEMENTS

1. **To be determined.**

EXHIBIT "J"

RECAPTURE AGREEMENT

(See following six pages)

U:\RMG\yorkville\highlandsannexationagr7.wpd
05/1/01

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Guerard, Kalina & Butkus
Richard M. Guerard
100 W. Roosevelt Road
Wheaton, IL 60187

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT ("Agreement"), is made and entered as of the ____ day of _____, 200_, by and between the UNITED CITY OF YORKVILLE, an Illinois municipal corporation ("CITY") and WYNDHAM DEERPOINT HOMES, an Illinois corporation ("DEVELOPER").

RECITALS:

A. DEVELOPER is the OWNER and DEVELOPER of that certain real estate development located within the corporate limits of the CITY and commonly known as Highlands Crossing Subdivision ("Subdivision").

B. DEVELOPER and the CITY have heretofore entered into that certain Annexation Agreement dated _____, 2002 ("Annexation Agreement") pertaining to the annexation and development of the Subdivision within the CITY.

C. DEVELOPER desires to recapture an allocable share of the costs of constructing certain of the public improvements for the Subdivision ("Recapture Items") which will provide benefit to other properties ("Benefitted Properties") from the OWNERs of the Benefitted Properties ("Benefitted OWNERs").

D. DEVELOPER and the CITY are desirous of entering into this Agreement to provide for the fair and allocable recapture by DEVELOPER of the proportionate costs of the Recapture Items from the Benefitted OWNERs, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **RECAPTURE ITEMS**. The Recapture Items, being elements of the public improvements to be constructed as a part of the development of the Subdivision, are identified in Attachment "A" attached hereto ("Recapture Schedule"). The Recapture Schedule identifies each Recapture Item and the estimated cost to construct each Recapture Item ("Estimated Cost"). DEVELOPER shall cause each of the Recapture Items to be constructed in compliance with the provisions of the Annexation Agreement and to be accepted and conveyed to the CITY in accordance with applicable ordinances of the CITY.

2. **BENEFITTED PROPERTIES**. The Benefitted Properties are legally described in the Recapture Schedule attached hereto as Attachment "B". Each parcel of real estate contained within the Benefitted Properties is referred to herein individually as a "Benefitted Parcel". There are a total of _____ (___) Benefitted Parcels as identified in the Recapture Schedule.

3. **RECAPTURE COSTS**. The Recapture Item(s) which the Corporate Authorities of the CITY have determined will benefit a Benefitted Parcel, and the prorata share of the Estimated Cost of each such Recapture Item to be allocated to such Benefitted Parcel are set forth in the Recapture Schedule. The aggregate amount of the proportionate share of the Estimated Cost for each of the Recapture Items allocable to a Benefitted Parcel is referred to herein as the "Recapture Costs". The Recapture Costs for each of the Benefitted Parcels shall be as identified in the Recapture Schedule. Interest shall accrue on the Recapture Costs for the benefit of DEVELOPER at the rate of six percent (6 %) per annum from the date the Recapture Item is completed by DEVELOPER until the Recapture Cost is paid. All references to Recapture Costs herein shall include accrued interest owed thereon.

4. **COLLECTION OF RECAPTURE COSTS**. The CITY shall assess against and collect from the Benefitted OWNER of a Benefitted Parcel, or any portion thereof, his successors and assigns, the Recapture Cost, calculated under Paragraph 3 of this Agreement for such Benefitted Parcel. At such time as a Benefitted OWNER, or its agent or representative, annexes and/or subdivides a Benefitted Parcel, or any portion thereof, or subdivides the Benefitted Parcel from a larger parcel of land, or applies to the CITY for issuance of a permit for connection to all or any of the Recapture Items, whichever shall first occur, the CITY shall collect from such Benefitted OWNER, or its agent or representative, the applicable Recapture Costs, owed hereunder by such Benefitted Parcel. No Benefitted Parcel which is a part of a subdivision (whether by plat or division by deed) shall be approved or recognized by the CITY or be issued a connection permit to a Recapture Item by the CITY until such Benefitted Parcel has fully paid the applicable Recapture Costs, owed by such Benefitted Parcel under this Agreement.

5. **PAYMENT OF RECAPTURE COSTS**. Any Recapture Costs, collected by the CITY pursuant to this Agreement shall be paid to DEVELOPER, or such other person or entity as DEVELOPER may direct by written notice to the CITY, within thirty (30) days following

collection thereof by the CITY. It is understood and agreed that the CITY's obligation to reimburse DEVELOPER shall be limited to funds collected from the Benefitted OWNERs as provided herein, and payments made hereunder shall be made solely out of said funds. This Agreement shall not be construed as creating any obligation upon the CITY to make payments from its general corporate funds or revenue.

6. **CITY'S OBLIGATION**. The CITY and its officers, employees and agents shall make all reasonable efforts to make the aforesaid collections of the Recapture Costs, for each Benefitted Parcel. Neither the CITY or any of its officials shall be liable in any manner for the failure to make such collections, and DEVELOPER agrees to hold the CITY, its officers, employees and agents, harmless from the failure to collect said fees. In any event, however, DEVELOPER and/or the CITY may sue any Benefitted OWNER owing any Recapture Costs, hereunder for collection thereof, and in the event DEVELOPER initiates a collection lawsuit, the CITY agrees to cooperate in DEVELOPER's collection attempts hereunder by allowing full and free access to the CITY's books and records pertaining to the subdivision and/or development of the Benefitted Parcel and the collection of any Recapture Costs therefor. In the event the CITY and any of its agents, officers or employees is made a party defendant in any litigation rising out of or resulting from this Agreement, DEVELOPER shall defend such litigation, including the interest of the CITY, and shall further release and hold the CITY harmless from any judgment entered against DEVELOPER and/or the CITY and shall further indemnify the CITY from any loss resulting therefrom, except to the extent such loss results from the grossly negligent or willfully wrongful act or conduct of the CITY or any of its agents, officers or employees.

7. **CITY'S COLLECTION OF OTHER FEES AND CHARGES**. Nothing contained in this Agreement shall limit or in any way affect the rights of the CITY to collect other fees and charges pursuant to CITY ordinances, resolutions, motions and policies. The Recapture Costs provided for herein for each Benefitted Parcel is in addition to such other CITY fees and charges.

8. **TERM**. This Agreement shall remain in full force and effect for a period of twenty (20) years from the date hereof, unless sooner terminated by the mutual agreement of the parties hereto or by the completion of all duties to be performed hereunder. In the event no portion of a Benefitted Parcel is a part of a subdivision approved or recognized by the CITY and no connection permit as aforesaid is issued by the CITY for such Benefitted Parcel within ten years following the date of this Agreement, this Agreement, and each and every duty and undertaking set forth herein pertaining to such Benefitted Parcel, shall become null and void and of no further force and effect as to such Benefitted Parcel.

9. **LIEN**. The recordation of this Agreement against the Benefitted Properties shall create and constitute a lien against each Benefitted Parcel, and each subdivided lot hereafter contained therein, in the amount of the Recapture Costs, plus interest, applicable hereunder to such Benefitted Parcel.

10. **MISCELLANEOUS PROVISIONS**.

A. Agreement: This Agreement may be amended upon the mutual consent of the parties hereto from time to time by written instrument and conformity with all applicable statutory and ordinance requirements and without the consent of any other person or corporation owning all or any portion of the Benefitted Properties.

B. Binding Effect: Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of DEVELOPER and any successor municipal corporation of the CITY.

C. Enforcement: Each party to this Agreement, and their respective successors and assigns, may either in law or in equity, by suit, action, mandamus, or other proceeding in force and compel performance of this Agreement.

D. Recordation: A true and correct copy of this Agreement shall be recorded, at DEVELOPER's expense, with the Kendall County Recorder's office. This Agreement shall constitute a covenant running with the land and shall be binding upon the Benefitted Properties in accordance with the terms and provisions set forth herein.

E. Notices: Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed telefacsimile transmission provided a hard copy of such notice is deposited in the U.S. mail addressed to the recipient within twenty-four hours following the telefacsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to CITY:
United CITY of Yorkville
Attn: CITY Clerk
800 Game Farm Road
Yorkville, Il 60540
Fax: (630) 553-8330

With a copy to:
United CITY of Yorkville's Attorney
Daniel J. Kramer, esq.
1107 A1
South Bridge Street
Yorkville, Il
Fax: (630) 553-5764

If to OWNER and/or DEVELOPER:	Wyndham Deerpoint Homes 605 Lindsay Circle North Aurora, IL. 60542 Attn: Mary E. Krasner Fax: (630) 966-1006
with a copy to:	Guerard, Kalina & Butkus 100 W. Roosevelt Road Wheaton, IL 60187 Attn: Richard M. Guerard Fax: (630) 690-9652

F. Severability: The invalidity or unenforceability of any of the provisions hereof, or any charge imposed as to any portion of the Benefitted Properties, shall not affect the validity or enforceability of the remainder of this Agreement or the charges imposed hereunder.

G. Complete Agreement: This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement, regarding the subject matter of this Agreement shall be deemed to exist to bind the parties. This Agreement shall be governed by the laws of the State of Illinois.

H. Captions and Paragraph Headings: Captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement, and further shall not be used to construe the terms hereof.

I. Recitals and Exhibits: The recitals set forth at the beginning of this Agreement and the exhibits attached hereto are hereby incorporated into this Agreement and made a part of the substance hereof.

J. Enforceaibility: This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties hereto by an appropriate action of law or in equity to secure the performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

DEVELOPER:

WYNDHAM DEERPOINT HOMES,
an Illinois partnership

By: _____

Title: _____

Attest: _____

Title: _____

CITY:

UNITED CITY OF YORKVILLE, an
Illinois municipal corporation

By: _____

Title: _____

Attest: _____

Title: _____

YORKVILLE COMMUNITY UNIT DISTRICT 115

602 Center Parkway, Suite A, P. O. Box 579
Yorkville, IL 60560-0579
Telephone (630) 553-4382
Fax (630) 553-4398

YORKVILLE HIGH SCHOOL
797 Game Farm Road
Yorkville, Illinois 60560
Telephone (630) 553-4380

YORKVILLE MIDDLE SCHOOL
702 Game Farm Road
Yorkville, Illinois 60560
Telephone (630) 553-4385

CIRCLE CENTER INTERMEDIATE SCHOOL
901 Mill Street
Yorkville, Illinois 60560
Telephone (630) 553-4388

YORKVILLE GRADE SCHOOL
201 West Somonauk Street
Yorkville, Illinois 60560
Telephone (630) 553-4390

BRISTOL GRADE SCHOOL
23 Hunt Street
P.O. Box 177
Bristol, Illinois 60512
Telephone (630) 553-4383

January 6, 2003

Mr. Daniel J. Kramer
Attorney - United City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

RE: Annexation and Petition for approval of Subdivision Plat for Wyndham Deerpoint Homes (The Highlands subdivision)

Upon review and final approval of the Board of Education of Yorkville Community Unit School District #115, and final Annexation Agreement and Petition for approval of Subdivision Plat for Wyndham Deerpoint Homes, it will be our intent that the majority of the School Land/Cash contribution, if not all of it, is in the form of a school site being dedicated to the School District and if there is any amount still owed, that will be made by a cash contribution.

As of today, we are still discussing the Annexation Agreement with our attorney, Peter Wilson.

Sincerely,

Thomas D Engler

Dr. Thomas D. Engler
Superintendent

TDE/mlm

WE EXPECT OUR CHILDREN TO DO WELL 115 AND WE WORK AT IT

Exhibit "K"

Exhibit "L"

KENDALL COUNTY RIGHT-TO-FARM STATEMENT

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

EXHIBIT "M"

Special Tax Bond Policy

(See following pages)

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

RESOLUTION NO. 2002- 04
RESOLUTION APPROVING SPECIAL TAX BOND POLICY

WHEREAS, the UNITED CITY OF YORKVILLE is experiencing substantial growth for residential, commercial, manufacturing, and industrial uses which require the installation of substantial infrastructure to the City and related tax bodies; and

WHEREAS, the need for substantial installation of infrastructure has generated extra ordinary costs over and above those normally associated with the development of real property within the City limits; and

WHEREAS, the City if desirous of providing that the cost of infrastructure be borne as much as possible from private funding sources, so as not to constitute a burden on its existing citizens; and

WHEREAS, the Illinois Legislature has approved various private funding mechanisms know as Special Tax Service Areas (SSA) and Special Tax Assessment Areas (SAA), but not limited thereto, and there may be future types of private funding mechanisms created which will inure to the benefit of the UNITED CITY OF YORKVILLE and private property owners to provide private funding mechanisms for purposes of creating a fund for payment and construction of infrastructure improvements; and

WHEREAS, the UNITED CITY OF YORKVILLE through the services of private Consultants has done a study to determine the applicability of said private funding mechanisms to the creation, design, and construction of infrastructure improvements within the UNITED CITY OF YORKVILLE; and

WHEREAS, the City Council of the UNITED CITY OF YORKVILLE deems it in the best interest of the City, its Citizens, and as an acceptable method of providing the financing for the construction of various infrastructure improvements; and

WHEREAS, the City is further desirous of providing that said infrastructure improvements will be constructed and financed with no recourse on the underlying bond obligations to the UNITED CITY OF YORKVILLE:

NOW THEREFOR upon Motion duly made, seconded, and approved by those so voting the Special Tax Bond Policy attached hereto and incorporated herein by reference is hereby adopted and it is RESOLVED by the City Council of the UNITED CITY OF YORKVILLE that said Special Tax Bond Policy shall be the guideline structure to determine the applicability of those private funding mechanism indicated above and within the Special Tax Bond Policy to be used in the UNITED CITY OF YORKVILLE to fund infrastructure improvements.

MIKE ANDERSON	A	JOSEPH BESCO	Y
VALERIE BURD	Y	PAUL JAMES	Y
LARRY KOT	Y	MARTY MUNNS	Y
ROSE SPEARS	Y	RICHARD STICKA	Y

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 26th day of March, A.D. 20__.

MAYOR

M-3

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this 27th day of March, A.D. 2007.

Attest: _____
CITY CLERK

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

WHEREAS, the City Council of the UNITED CITY OF YORKVILLE deems it in the best interest of the City, its Citizens, and as an acceptable method of providing the financing for the construction of various infrastructure improvements; and

WHEREAS, the City is further desirous of providing that said infrastructure improvements will be constructed and financed with no recourse on the underlying bond obligations to the UNITED CITY OF YORKVILLE:

NOW THEREFOR upon Motion duly made, seconded, and approved by those so voting the Special Tax Bond Policy attached hereto and incorporated herein by reference is hereby adopted and it is RESOLVED by the City Council of the UNITED CITY OF YORKVILLE that said Special Tax Bond Policy shall be the guideline structure to determine the applicability of those private funding mechanism indicated above and within the Special Tax Bond Policy to be used in the UNITED CITY OF YORKVILLE to fund infrastructure improvements.

MIKE ANDERSON	A	JOSEPH BESCO	Y
VALERIE BURD	Y	PAUL JAMES	Y
LARRY KOT	Y	MARTY MUNNS	Y
ROSE SPEARS	Y	RICHARD STICKA	Y

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 24th day of March, A.D. 20__.

MAYOR

M-3

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this 27th day of March, A.D. 2007.

Attest: _____
CITY CLERK

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

AGREEMENT

THIS AGREEMENT, made this 17 day of December 2002 by and between WYNDHAM DEERPOINT HOMES, an Illinois partnership, and CREEK PARTNERS, LLC, an Illinois limited liability company, (hereinafter referred to as "OWNER/DEVELOPER"), and MARY BLOCK,

WHEREAS, OWNER/DEVELOPER are in the process of annexing to the City of Yorkville for the purpose of building a residential development on certain property in Kendall Township. Kendall County, Illinois, and

WHEREAS, MARY BLOCK is an owner of certain properties which abut and are effected by such development, and

WHEREAS, the parties desire to enter into an Agreement reflecting their mutual interests,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. That OWNER/DEVELOPER shall install various plantings along the common boundary between the property of MARY BLOCK and the OWNER/DEVELOPER in accordance with plans dated July 3rd, 2002 and known as Project No. WY 0206, all of which will be installed and completed prior to any building permits being issued in the proposed development.

2. That OWNER/DEVELOPER of property shall construct a tile from point of discharge from Developer's property on the Southerly corner of Developer's property located on the division line between Sections 9 and 10, Kendall Township, Kendall County, Illinois, to a point approximately 1700 feet in length on certain land owned by the MARY BLOCK located in the Westerly one-half of Section 10, Kendall Township, Kendall County, Illinois, at which grass waterway begins. Said tile shall be constructed of a size no less than the size of the discharge at the point of discharge from the Developer's property and shall include approved erosion control measures at its discharge onto the said grass waterway to prevent future erosion. Such approval shall be made by the City of Yorkville engineers and the engineers of MARY BLOCK.

3. That OWNER/DEVELOPER shall install and hook up a two-inch (2") water line from an existing well located on the MARY BLOCK property located in the Southeast Quarter of Section 3, Kendall Township, Kendall County, Illinois, for the purpose of watering cattle owned by Mary Block located on the MARY BLOCK real estate located in the Southwest Quarter of Section 3 and elsewhere, all in accordance with the proposal of H D Backhoe Services, LLC dated November 7th, 2002, a copy of which is attached hereto, and the installation of two (2) tanks for said watering purposes in accordance with the bid of Grainco FS, Inc. as attached hereto.

4. That OWNER/DEVELOPER agree to reimburse MARY BLOCK in the sum of Five

Hundred ($500.00) Dollars in fencing expenses and also the costs of electrical connections.

WYNDHAM DEERPOINT HOMES, an Illinois partnership, and CREEK PARTNERS, LLC, an Illinois limited liability company, OWNER/DEVELOPER

BY: _____
Title: Partner

BY: _____
Title: Member

MARY BLOCK

Mary C Block

H.D. BACKHOE SERVICE, LLC
P.O. Box 158
YORKVILLE, IL 60560

(630) 553-5556 FAX (630) 553-1810

PROPOSAL

Page No. _____ of _____ Pages

JOB NAME NO

LOCATION

Att.: Chris

PHONE

DATE

November 7, 2002

To: Sunny Valley

Rt. 126

Yorkville, IL 60560

We hereby submit specifications and estimates for:

Install and hook – up 2" water line for cattle watering tanks with concrete pad.

2000ft. 2" SDR pipe 240 test	$2,500.00
Machine and labor	$3,720.00
Manhole and frame with lid	$1,200.00
2 – 1" hydrant	$320.00
Plumber and fittings	$300.00
3/6 Wire 2000ft.	$900.00
Concrete pads	$1,600.00
Tax on materials:	$267.30
	$10,807.30

Electric hook – up by others

Subject to County Approval

~~Coring Hole in Wall ($600 if applicable)~~

Backfill to rough grade – Landscaping NOT included

~~Frost of 4" or more will be an additional charge at hourly rates~~

WE PROPOSE hereby to furnish material and labor – complete in accordance with these specifications, for the sum of:

_____ dollars ($ _____).

Payable within 30 days of job completion.

Ten Thousand Eight Hundred Seven and 30/100 $10,807.30

A 1.5% charge will be added to all payments after 30 days unless prior arrangements are made.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL — The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

GRAINCO FS INC.

MORRIS, ILLINOIS 60450
Mazon (815) 448-2151 Morris (815) 942-3210
Minooka (815) 467-6665 Dwight (815) 584-3429
Yorkville (630) 553-7471 Newark (815) 695-5213
Lisbon Center (815) 475-4111

CUSTOMER'S ORDER NO	PHONE	DATE
Fax	630-553-5179	10/17/02

NAME

ADDRESS Sunny Valley Farm

Bid for Future Order

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	

QTY.	DESCRIPTION	PRICE	AMOUNT
2 -	Mira Fount 6001 Big Spring Contains Electric Heat (Demensions 90"L x 33"W and Drinker height 24")	769.50 ea	1539 00
2	Freight	55.00 ea	110 00
	total		1649 00

Thank You!

FUTURE DELIVERY ORDER

TAX

RECEIVED BY

TOTAL

OCT-17-02 11:07 AM GRAINCO FS INC 630 553 1096 P.01

United City of Yorkville

County Seat of Kendall County
800 Game Farm Road
Yorkville, Illinois 60560
Phone: 630-553-4350
Fax: 630-553-7575

Fax

Date: 2/3/03 **Pages:** 5 (Including cover sheet)

To: Dan Kramer **Fax #:**

Company Name:

From: Liz Daura

Re: The Highlands - Agreement w/Mary Bloch

CC:

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply**

• **Comments:**

FYI.

If you do not receive this transmission in its entirety, or have any problems with the receipt of this transmission, contact the sender immediately. If you have received this facsimile in error, please notify us by telephone immediately. The contents of this facsimile transmission are confidential and are not intended for distribution or publication without the sender's prior written consent.

HP LaserJet *3330*

ity of Yorkville
630-553-7575
Feb-3-2003 12:56PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
741	2/ 3/2003	12:54:31PM	Send	5535764	2:01	5	OK

United City of Yorkville
County Seat of Kendall County
800 Game Farm Road
Yorkville, Illinois 60560
Phone: 630-553-4350
Fax: 630-553-7575

Fax

Date: 2/3/03 Pages: 5 (including cover sheet)

To: Dan Kramer Fax #:

Company Name:

From: Liz Dawn

Re: The Higlands - Agreement w/ Mary Beth

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

e Comments:

FYI.

If you do not receive this transmission in its entirety, or have any problems with the receipt of this transmission, contact the sender immediately. If you have received this facsimile in error, please notify us by telephone immediately. The contents of this facsimile transmission are confidential and are not intended for distribution or publication without the sender's prior written consent.

United City of Yorkville

County Seat of Kendall County
800 Game Farm Road
Yorkville, Illinois 60560
Phone: 630-553-4350
Fax: 630-553-7575

November 13, 2003

Mayor Arthur Prohaska
United City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

RE: Raintree Village

Dear Art:

Enclosed please find the original Agreement Letter with the Yorkville Community Unit School District and the Developer. This is the original of the photocopy that we reviewed and discussed at staff meeting with Tony about two weeks.

I have spoken personally on two occasions with Attorney Peter K. Wilson on behalf of the School District. I indicated that the Letter is in conformance with the Annexation/PUD Agreement and conforms to the contribution level required in the Agreement, and that the procedure to be used is acceptable to the City. I further informed him that we are not taking any position on whether the fees are allocated at the time of filing each particular plat or one lump sum payment since the City took no part in the negotiation of those terms. Based upon that discussion I would recommend you sign the agreement and forward the original to Dr. Engler. Please keep a copy for the City files and send me a signed copy as well.

Very Truly Yours,

Daniel J. Kramer,
Attorney at Law

DJK/cth

MICKEY, WILSON, WEILER, RENZI & ANDERSSON, P.C.

ATTORNEYS AT LAW

2111 W. PLUM STREET, SUITE 201

AURORA, ILLINOIS 60506

www.mickeywilson.com

GARY K. MICKEY
PETER K. WILSON, JR.
BERNARD K. WEILER
CONSTANCE BURNETT RENZI
STEVEN A. ANDERSSON

MAILING ADDRESS: P.O. BOX 787
AURORA, ILLINOIS 60507-0787

TELEPHONE: (630) 801-9699
FAX: (630) 801-9715
WRITER'S E-MAIL: pkw@mickeywilson.com

November 12, 2003

Mr. Daniel J. Kramer
1107A South Bridge Street
Yorkville, IL 60560

Re: Yorkville Community District #115
Raintree Village, f/k/a Highlands Subdivision

Dear Dan:

Enclosed is an original Letter Agreement executed by all parties except the City of Yorkville. Could you please have it signed by the City and circulate copies to all parties. Thank you for your cooperation.

Very truly yours,

Peter K. Wilson Jr

Peter K. Wilson, Jr.

PKW:mar

Enclosure

cc: Dr. Thomas Engler

YORKVILLE COMMUNITY UNIT DISTRICT 115

602 Center Parkway, Suite A, P. O. Box 579
Yorkville, IL 60560-0579
Telephone (630) 553-4382
Fax (630) 553-4398

YORKVILLE HIGH SCHOOL
797 Game Farm Road
Yorkville, Illinois 60560
Telephone (630) 553-4380

YORKVILLE MIDDLE SCHOOL
702 Game Farm Road
Yorkville, Illinois 60560
Telephone (630) 553-4385

CIRCLE CENTER
INTERMEDIATE SCHOOL
901 Mill Street
Yorkville, Illinois 60560
Telephone (630) 553-4388

YORKVILLE GRADE SCHOOL
201 West Somonauk Street
Yorkville, Illinois 60560
Telephone (630) 553-4390

BRISTOL GRADE SCHOOL
23 Hunt Street
P.O. Box 177
Bristol, Illinois 60512
Telephone (630) 553-4383

October 31, 2003

Michael Godek
Concord Homes
1540 E. Dundee Rd.
St. 350
Palatine, IL 60074

Richard Guerard
Wyndham Deerpoint
605 Lindsay Circle
North Aurora, IL 60542

Mayor Art Prochaska
City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

Re: Raintree Village, f/k/a Highlands Subdivision
Yorkville community Unit School District #115

Gentlemen:

This will confirm the prior conversations between Concord's counsel, Brian Meltzer, Mr. Rich Gerard of Wyndham Deer point, and our counsel, Peter K. Wilson, Jr., concerning the process for the payment and expenditure of certain of the impact fees required under Section 12A of the Amendment to Annexation Agreement dated January 1, 2002 and covering the above-referenced subdivision.

The school contribution contained in that Agreement provides, among other matters, for a school contribution of $3,000 per unit. One-half of $1,500 per unit, is to be paid at the time of filing of final plat, and the balance is paid at the rate of $1,500 per unit on a per building permit basis. The Agreement contemplates the amount paid with final plat shall be deposited in escrow, and that the escrowed funds will be used by the District to build a school or schools on the land dedicated in the subdivision for a school site.

Per the above-referenced discussions, the parties have agreed that, in lieu of a formal escrow, the funds will be paid directly to the School District, and a receipt given by the District to be used by the Developer for obtaining approval by the City of Yorkville of its final plat. Pursuant to that Agreement, the School District shall segregate said funds into a separate account. At such time as the School District is ready to proceed with the construction of a school on the site dedicated in the subdivision, and prior to utilizing the funds set aside for such purpose, the School District will give formal notice of such to Concord Homes, Wyndham Deerpoint Homes, and to the City of Yorkville.



If you are in agreement with the foregoing, please sign and return a copy of this correspondence to the undersigned.

Sincerely,

Dr. Thomas D. Engler
Superintendent

TDE/mlm

Agreed to and accepted this 7th day
Of November ,2003

Concord Homes

Agreed to and accepted this 5th day
Of November ,2003

Wyndham Deerpoint

Agreed to and accepted this 14th day
Of November ,2003

City of Yorkville

200400002939
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
02-03-2004 At 03:18 pm.
ORDINANCE 23.00

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

ORDINANCE NO. 2004- 01

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE, A MUNICIPAL CORPORATION, AND RAINTREE VILLAGE, LLC, OWNER/DEVELOPER, AN ILLINOIS LIMITED LIABILITY CORPORATION

WHEREAS, it is in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Amendment to Planned Unit Development Agreement pertaining to the development of the real estate described on Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said Amendment to Planned Unit Development Agreement has been drafted and has been considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Amended Agreement and to perform the obligations as required hereunder; and

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: That the Mayor and City Clerk are herewith authorized and directed to execute, on

behalf of the City, an Amendment to Planned Unit Development Agreement concerning the development of the real estate described therein, a copy of which Amendment to Planned Unit Development Agreement is attached hereto and made a part hereof.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

WANDA OHARE	Y	JOSEPH BESCO	Y
VALERIE BURD	A	PAUL JAMES	Y
LARRY KOT	Y	MARTY MUNNS	Y
ROSE SPEARS	Y	RICHARD STICKA	Y

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 25th day of January, A.D. 2005.

MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this 25th day of January, A.D. 2005.

Attest: CITY CLERK

Prepared by & Return to:
Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560
630.553.9500

EXHIBIT LIST

Exhibit "A" - "Full" legal description

EXHIBIT "A"

LEGAL DESCRIPTION
CLUBHOUSE SITE
RAINTREE VILLAGE, UNIT ONE

THAT PART OF LOT 106, RAINTREE VILLAGE, UNIT ONE, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED JANUARY 13, 2004 AS DOCUMENT NO. 2004-938, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 106; THENCE SOUTH 55° 44' 24" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT, 589.47 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 52° 55' 31" EAST, 189.38 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE SOUTH 37° 04' 29" WEST ALONG SAID SOUTHEASTERLY LINE, 413.55 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, BEING A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 67.00 FEET, AN ARC LENGTH OF 39.78 FEET, A CHORD BEARING OF SOUTH 54° 04' 59" WEST AND A CHORD DISTANCE OF 39.20 FEET TO A POINT OF COMPOUND CURVATURE; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, BEING A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF

47.52 FEET, A CHORD BEARING OF NORTH 54° 27' 16" WEST AND A CHORD DISTANCE OF 40.68 FEET TO THE WEST LINE OF SAID LOT; THENCE NORTH 00° 00' 00" WEST ALONG SAID WEST LINE, 192.26 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT, BEING A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 265.00 FEET, AN ARC LENGTH OF 257.80 FEET, A CHORD BEARING OF NORTH 27° 52' 12" EAST AND A CHORD DISTANCE OF 247.76 FEET; THENCE NORTH 55° 44' 24" EAST ALONG SAID NORTHWESTERLY LINE, 57.16 FEET TO THE POINT OF BEGINNING, CONTAINING 78,845 S.F. \ 1.810 ACRES, MORE OF LESS.

200400002940
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
02-03-2004 At 03:18 pm.
AGREEMENT 24.00

STATE OF ILLINOIS)
)ss.
COUNTY OF KENDALL)

AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE, A MUNICIPAL CORPORATION, AND RAINTREE VILLAGE, LLC, OWNER/DEVELOPER, AN ILLINOIS LIMITED LIABILITY CORPORATION

NOW COMES the UNITED CITY OF YORKVILLE, a Municipal Corporation, located in the County of Kendall, State of Illinois, hereinafter referred to as "CITY", and RAINTREE VILLAGE, LLC, an Illinois Limited Liability Corporation, hereinafter referred to as "OWNER/DEVELOPER".

W I T N E S S E T H

WHEREAS, RAINTREE VILLAGE, LLC has become the Successor-Owner and Developer of Raintree Subdivision formerly known as The Highlands Subdivision, and the CITY have previously entered into a Planned Unit Development Agreement for said Subdivision; and

WHEREAS, a portion of the subject real property designated in the attached Exhibit "A" was to be developed as open space pursuant to the Planned Unit Development Agreement; and

WHEREAS, after consultation with the City Park Board, Recreation Director, and City Council the CITY has made a decision to accept the contribution of cash in lieu of the dedication of the real property described in the attached Exhibit "A:; and

WHEREAS, OWNER/DEVELOPER has agreed to take the real property described in the attached Exhibit "A" and develop the same with a clubhouse facility for the benefit of the residents of its development, and contribute the cash equivalent of the land that formerly was going to be dedicated to the CITY for open space purposes as designated in the attached Exhibit "A" pursuant to the United City of Yorkville Land-Cash Ordinance; and

WHEREAS, OWNER/DEVELOPER agree that ownership of said clubhouse facility must be maintained for recreational purposes for the benefit of the residents of Raintree Village or the public at large should the Homeowners Association allow public membership; and said clubhouse facility may not be sold to a third party unless said third party maintains said clubhouse facility for recreational purposes; and

WHEREAS, under the United City of Yorkville Land-Cash Ordinance, the CITY has the right to elect to take cash in lieu of land and does agree to do so:

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained the parties agree as follows:

1) INCORPORATION OF RECITALS: All parties hereto agree that the above contained recitals are an integral part of this Agreement and hereby adopt those recitals as part of this Agreement.

2) REAL PROPERTY EFFECTED: This Amendment shall affect only the terms, conditions, and general development plan as set out in the original Planned Unit Development Agreement, and as described in the attached Exhibit "A".

3) OWNER/DEVELOPER hereby is authorized to construct a clubhouse for the use of its residents of its subdivision, Raintree Village, on the site described in the

attached Exhibit "A".

4) The CITY agrees that OWNER/DEVELOPER shall pay the sum of One Hundred Four Thousand Four Hundred Dollars and 00/100 ($104,400.00) as the cash equivalent for land-cash contributions in lieu of dedicating the site described in the attached Exhibit "A" pursuant to the United City of Yorkville Land-Cash Ordinance.

5) AUTHORIZATION OF AMENDMENT: OWNER/DEVELOPER warrant that the parties hereto have full and express authority to enter into an Amendment of the original Planned Unit Development Agreement to which this Amendment is appended pursuant to that Agreement.

6) RATIFICATION: All parties hereto agree that except to the extent performance standards or other terms of the original Planned Unit Development Agreement have been amended herein, all other terms of the original Planned Unit Development Agreement are hereby ratified, re-published, and reconfirmed between the parties hereto and remain the agreement of the parties. OWNER/DEVELOPER warrants that DEVELOPER shall stand in the position of a successor and assign of OWNER as to all rights accruing under the original Planned Unit Development Agreement.

7) SEVERABILITY: Should any provision of this Annexation Amendment be found to be unenforceable by a Court of competent jurisdiction, the remaining terms and conditions of this Amendment to Planned Unit Development Agreement as well as the original Planned Unit Development Agreement shall

remain in full force and effect.

8) Notice until further notice shall be provided at the following addresses:

CITY:	City Clerk United City of Yorkville 800 Game Farm Rd. Yorkville, IL 60560
Copy to:	Attorney Daniel J. Kramer 1107A S. Bridge St. Yorkville, IL 60560
OWNER/DEVELOPER:	Greg Collins, Planning & Zoning Manager Raintree Village, LLC c/o Concord Homes, Inc. 1540 E. Dundee Rd., Ste. 350 Palatine, IL 60074

9) TIME IS OF THE ESSENCE: Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto as well as all covenants contained in this Amendment shall be performed in a timely manner by all parties hereto.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to Planned Unit Development Agreement this 13th day of January, 2004.

CITY:
UNITED CITY OF YORKVILLE

By: _____
MAYOR

Attest: _____
Deputy Clerk

Dated: 1/13/04

OWNER/DEVELOPER:
RAINTREE VILLAGE, LLC,
An Illinois Limited Liability Corporation

By: _____
Vice President

Attest: _____
Asst. Secty.

Dated: 1-23-04

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

EXHIBIT "A"

LEGAL DESCRIPTION
CLUBHOUSE SITE
RAINTREE VILLAGE, UNIT ONE

THAT PART OF LOT 106, RAINTREE VILLAGE, UNIT ONE, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED JANUARY 13, 2004 AS DOCUMENT NO. 2004-938, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 106; THENCE SOUTH 55° 44' 24" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT, 589.47 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 52° 55' 31" EAST, 189.38 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE SOUTH 37° 04' 29" WEST ALONG SAID SOUTHEASTERLY LINE, 413.55 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, BEING A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 67.00 FEET, AN ARC LENGTH OF 39.78 FEET, A CHORD BEARING OF SOUTH 54° 04' 59" WEST AND A CHORD DISTANCE OF 39.20 FEET TO A POINT OF COMPOUND CURVATURE; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, BEING A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF

47.52 FEET, A CHORD BEARING OF NORTH 54° 27' 16" WEST AND A CHORD DISTANCE OF 40.68 FEET TO THE WEST LINE OF SAID LOT; THENCE NORTH 00° 00' 00" WEST ALONG SAID WEST LINE, 192.26 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT, BEING A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 265.00 FEET, AN ARC LENGTH OF 257.80 FEET, A CHORD BEARING OF NORTH 27° 52' 12" EAST AND A CHORD DISTANCE OF 247.76 FEET; THENCE NORTH 55° 44' 24" EAST ALONG SAID NORTHWESTERLY LINE, 57.16 FEET TO THE POINT OF BEGINNING, CONTAINING 78,845 S.F. \ 1.810 ACRES, MORE OF LESS.

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

200500032454
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
10-21-2005 At 01:17 pm.
ORDINANCE 45.00
RHSP Surcharge 10.00

ORDINANCE NO. 2005 - 02

AN ORDINANCE AUTHORIZING THE EXECUTION OF THIRD AMENDMENT TO ANNEXATION AND PLANNED UNIT DEVELOPMENT AGREEMENT (RAINTREE VILLAGE F/K/A THE HIGHLANDS SUBDIVISION)

WHEREAS, it is in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Third Amendment to Planned Unit Development Agreement pertaining to the development of the real estate described on Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said Third Amendment to Planned Unit Development Agreement has been drafted and has been considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Third Amended Agreement and to perform the obligations as required hereunder; and

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: That the Mayor and City Clerk are herewith authorized and directed to execute, on behalf of the City, the Third Amendment to Planned Unit Development Agreement concerning the development of the real estate described therein, a copy of which Amendment to Planned Unit Development Agreement is attached hereto and made a part hereof.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

WANDA OHARE	Y	JOSEPH BESCO	Y
VALERIE BURD	Y	PAUL JAMES	Y
LARRY KOT	Y	MARTY MUNNS	Y
ROSE SPEARS	Y	RICHARD STICKA	Y

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 11th day of January, A.D. 2005.

MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this 11th day of January, A.D. 2005.

Attest: Deputy CITY CLERK

UNITED CITY OF YORKVILLE Corporate SEAL KENDALL CO. IL

Prepared by & Return to:
Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560
630.553.9500

EXHIBIT LIST

Exhibit "A" - "Full" legal description

STATE OF ILLINOIS)
)ss.
COUNTY OF KENDALL)

THIRD AMENDMENT TO ANNEXATION AND PLANNED UNIT DEVELOPMENT AGREEMENT (RAINTREE VILLAGE F/K/A THE HIGHLANDS SUBDIVISION)

NOW COMES, the UNITED CITY OF YORKVILLE, a Municipal Corporation, located in the County of Kendall, State of Illinois, hereinafter referred to as "CITY", and WYNDHAM DEERPOINT HOMES, an Illinois Partnership, hereinafter referred to as "OWNER/DEVELOPER" and CONCORD HOMES, hereinafter referred to as "PETITIONER"

W I T N E S S E T H

WHEREAS, WYNDHAM DEERPOINT HOMES has become the Successor-Owner and Developer of Raintree Subdivision formerly known as The Highlands Subdivision, and the CITY have previously entered into a Planned Unit Development Agreement for said Subdivision; and

WHEREAS, a portion of the subject real property designated in the attached Exhibit "A" was zoned as a Planned Unit Development under the R-2d2 classification as defined by the Untied City of Yorkville Zoning Ordinance providing for the construction of duplex residences; and

WHEREAS, the Petitioner requests an Amendment to the First Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement executed on December 10, 2002 to allow the construction of townhomes in accordance with the

Concept Plan for Unit 4 of the Raintree Village Subdivision, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B" and within the subject real property legally described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, that after consideration by the United City of Yorkville Park Board, Director of Parks and Recreation of the United City of Yorkville, and City Council the CITY concluded this Second Amendment to the Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement results in a net increase of eighteen homes within the subject property; and

LAND CASH PAYMENT SCHOOLS

WHEREAS, Petitioner shall pay to the United City of Yorkville the amount of Twenty-nine Thousand and 00/100 dollars ($29,000.00) at the time of approval of Final Plat to satisfy the increased land cash contribution required by the United City of Yorkville Land Cash Ordinance resulting from the net increase of homes located within the subject property; and

WHEREAS, under the United City of Yorkville Land-Cash Ordinance, the CITY has the right to elect to take cash in lieu of land and does agree to do so; and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained the parties agree as follows:

1) INCORPORATION OF RECITALS: All parties hereto agree that the above contained recitals are an integral part of this Agreement and hereby adopt those recitals as part of this Agreement.

2) REAL PROPERTY EFFECTED: This Amendment shall affect only the terms, conditions, and general development plan as set out in the original Planned Unit Development Agreement, the Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement and as described in the attached Exhibit "A" and depicted in the attached Exhibit "B".

3) OWNER/DEVELOPER hereby is authorized to construct townhomes, on the site described in the attached Exhibit "A" so long as said construction substantially conformances with the Concept Plan attached hereto as Exhibit "B".

4) The CITY agrees that OWNER/DEVELOPER shall pay the sum of Twenty-nine Thousand Dollars and 00/100 ($29,000.00) as the cash equivalent for land-cash contributions in lieu of dedicating park land described in the attached Exhibit "A" pursuant to the United City of Yorkville Land-Cash Ordinance at the time of Final Plat.

LAND CASH PAYMENT PARKS

5) AUTHORIZATION OF AMENDMENT: OWNER/DEVELOPER warrant that the parties hereto have full and express authority to enter into an Amendment of the original Planned Unit Development Agreement and the Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement recorded with the Kendall County Recorder of Deeds on January 28, 2003 as Document Number 200300002858.

6) RATIFICATION: All parties hereto agree that except to the extent performance standards or other terms of the original Planned Unit Development Agreement and the Amendment to Annexation Agreement, Annexation Agreement and

Planned Unit Development Agreement have been amended herein, all other terms of the original Planned Unit Development Agreement are hereby ratified, re-published, and reconfirmed between the parties hereto and remain the agreement of the parties. OWNER/DEVELOPER warrants that PETITIONER shall stand in the position of a successor and assign of OWNER/DEVELOPER as to all rights and liabilities accruing under the original Planned Unit Development Agreement and the Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement.

7) SEVERABILITY: Should any provision of this Annexation Amendment be found to be unenforceable by a Court of competent jurisdiction, the remaining terms and conditions of this Amendment to Planned Unit Development Agreement as well as the original Planned Unit Development Agreement shall remain in full force and effect.

8) Notice until further notice shall be provided at the following addresses:

CITY:	City Clerk United City of Yorkville 800 Game Farm Rd. Yorkville, IL 60560
Copy to:	Attorney Daniel J. Kramer 1107A S. Bridge St. Yorkville, IL 60560
PETITIONER:	Bill French Concord Homes, Inc. 1540 E. Dundee Rd., Ste. 350 Palatine, IL 60074

9) TIME IS OF THE ESSENCE: Time is of the essence of this Agreement and all

documents, agreements, and contracts pursuant hereto as well as all covenants contained in this Amendment shall be performed in a timely manner by all parties hereto.

IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment to Planned Unit Development Agreement this 17th day of October, 2005.

CITY:
UNITED CITY OF YORKVILLE

By: _____

Attest: _____
Deputy Clerk

Dated: 10-17-2005

OWNER/DEVELOPER:
Wyndam Deerpoint Homes
An Illinois Limited Liability Corporation

By: _____

Attest: _____

Dated: _____

PETITIONER:
CONCORD HOMES

By: _____

Attest: _____, Asst Secretary

Date: 10/11/05

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

EXHIBIT LIST

Exhibit "A" - Legal Description

Exhibit "B" - Concept Plan for Unit 4 of Raintree Village

EXHIBIT "A"

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, TOWNSHIP 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 00°03'41" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 775.42 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 126; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, BEING A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 6875.55 FEET, AN ARC LENGTH OF 232.44 FEET, A CHORD BEARING OF NORTH 49°38'17" WEST AND A CHORD DISTANCE OF 232.43 FEET TO THE NORTHEAST CORNER OF RAINTREE VILLAGE, UNIT THREE ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 2004 AS DOCUMENT NO. 04-23275; THENCE SOUTH 38°42'59" WEST ALONG THE SOUTHEASTERLY LINE OF SAID UNIT THREE, 1716.64 FEET TO A POINT OF CURVATURE ON THE SOUTHERLY LINE OF RAINTREE VILLAGE, UNIT TWO ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 2004 AS DOCUMENT NO. 04-23274; THENCE SOUTHWESTERLY AND WESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 390.00 FEET, AN ARC LENGTH OF 341.45 FEET, A CHORD BEARING OF SOUTH 63°47'52" WEST AND A CHORD DISTANCE OF 330.65 FEET; THENCE SOUTH 88°52'46" WEST ALONG THE SOUTHERLY LINE OF SAID UNIT TWO, 399.03 FEET; THENCE SOUTH 01°07'14" EAST, 776.99 FEET TO THE NORTH LINE OF PARCEL ONE AS DESCRIBED BY DOCUMENT NO. 78-2764, RECORDS OF KENDALL COUNTY; THENCE NORTH 88°52'46" EAST ALONG SAID NORTH LINE, 1933.19 FEET TO THE EAST LINE OF THE NORTHWEST CORNER OF SECTION 10; THENCE NORTH 00°06'21" WEST ALONG SAID EAST LINE, 1306.62 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS (CONTAINING 60.208 ± ACRES).

Exhibit B

Site Data

Duplex Units	=	38 (19 Lots)	(23%)
Townhomes	=	128	(77 %)
Total	=	166	(100 %)

+ 2.14 Ac. Park Site

Townhome Design Standards:

Miinimum Distance, Building Front to R.O.W= 30 Ft.
Minimum Distance, Building Rear to R.O.W. = 35 Ft.
Minimum Distance;
Building to Building:
Side to Side = 25 Ft.
Side to Rear = 35 Ft.
Rear to Rear = 75 Ft.



north

Revisions

Job No. 3104
Scale 1"=100'
Date 08-25-04

Lennar
2300 Barrington Road, Suite 700
Hoffman Estates, Illinois 60195
(630) 339-4800

Concept Plan

Raintree Village – Unit Four

Yorkville, Illinois

JEN LAND DESIGN, INC.
PLANNING • LANDSCAPE ARCHITECTURE
5517 N. Cumberland, Suite 906 • Chicago, IL 60656
Ph: 773.763.3320 Fax: 773.763.3325 Email: jenland@amerilech.net

201300018141

DEBBIE
GILLETTE
KENDALL COUNTY, IL

RECORDED: 8/29/2013 10:37 AM
ORDI: 60.00 RHSPS FEE: 10.00
PAGES: 15

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

ORDINANCE NO. 2013-50

ORDINANCE APPROVING A FIFTH AMENDMENT TO AN
ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT
(*Raintree Village – Formerly the Highland Subdivision*)

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 13th day of August, 2013

Prepared by and Return to:

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on August 22, 2013.

Ordinance No. 2013-50

ORDINANCE APPROVING A FIFTH AMENDMENT TO AN ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT
(Raintree Village – Formerly the Highland Subdivision)

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*"), is a non-home-rule municipality pursuant to the Illinois Constitution of 1970 and the laws of this State; and,

WHEREAS, the City entered into a certain Annexation Agreement and Planned Unit Development Agreement in 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "*Annexation Agreement*") with Wyndham Deerpoint Homes, an Illinois limited partnership (the "*Original Owners*") which provided for, among other things, the development of approximately 186 acres of real property (the "*Subject Property*") for residential use; and,

WHEREAS, the Original Owners proceeded to develop the Subject Property and constructed 291 single-family residential units, however, due to economic conditions, were unable to complete the development and have now been succeeded by MS Rialto Raintree Village IL and MS Rialto Raintree Village II, LLC (the "*Current Owners*"); and,

WHEREAS, the Current Owners and the City desire to amend the Annexation Agreement to clarify the respective obligations of the parties pertaining to the completion of the development of the Subject Property, all as set forth in the Fifth Amendment to an Annexation Agreement and Planned Unit Development Agreement (Raintree Village – Formerly the Highland Subdivision) (hereinafter the "*Fifth Amendment*").

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Fifth Amendment in the form attached hereto is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Fifth Amendment.

BE IT FURTEHR ORDAINED that the City Administrator and City Engineer are hereby authorized to proceed as necessary to implement the terms of said Fifth Amendment.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this 13 day of August, 2013.

Beth Warren
CITY CLERK

ROSE ANN SPEARS	Y	DIANE TEELING	Y
KEN KOCH	Y	JACKIE MILSCHEWSKI	Y
CARLO COLOSIMO	Y	JOEL FRIEDERS	Y
CHRIS FUNKHOUSER	Y	LARRY KOT	Y

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 22 day of August 2013.

Gary J. Golinski
MAYOR

FIFTH AMENDMENT TO AN ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT
(Raintree Village – Formerly the Highland Subdivision)

THIS FIFTH AMENDMENT (the "*Fifth Amendment*") to the Annexation Agreement and Planned Unit Development Agreement dated March 28, 1997, by and between Wyndham Deerpoint Homes, an Illinois limited partnership (collectively the "*Original Owners*") and the United City of Yorkville, Kendall County, Illinois, a municipal corporation (hereafter the "*City*"), as amended June 24, 1999, December 10, 2002, January 13, 2004 and October 11, 2005, is dated this 22 day of August 2013, by and among the City, MS Rialto Raintree Village IL, LLC, a Delaware limited liability company ("*MS IL*") and MS Rialto Raintree Village II, LLC, a Delaware limited liability company ("*MS II*" and together with MS IL, individually and collectively, "*MS*") as successors to the Original Owners.

RECITALS:

WHEREAS, the United City of Yorkville, Kendall County, Illinois, is a non-home-rule municipality pursuant to the Illinois Constitution of 1970 and the laws of this State; and,

WHEREAS, the City entered into a certain Annexation Agreement and Planned Unit Development Agreement in 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "*Annexation Agreement*") with the Original Owners which provided for, among other things, the development of approximately 186 acres of real property (the "*Subject Property*") for residential use; and,

WHEREAS, the Original Owners proceeded to develop the Subject Property and constructed 291 single-family residential units, however, due to economic conditions, were unable to complete the development; and,

WHEREAS, MS and the City wish to amend the Annexation Agreement, subject to the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

Section 1. Recitals. The foregoing Recitals are hereby incorporated into this Fifth Amendment as if fully restated.

Section 2. Status of Development of the Subject Property.

A. The parties hereto acknowledge that the development of the Subject Property has been platted in six (6) units, for single-family homes, duplexes and townhomes as follows:

	SINGLE FAMILY	DUPLEXES	TOWNHOMES
UNIT 1	97	0	0
UNIT 2	100	0	0
UNIT 3	1	86	0
UNIT 4	0	38	128
UNIT 5	101	0	0
UNIT 6	103	0	0
TOTAL	**402**	**124**	**128**

B. The Original Owners, upon approval of the Final Plats for all six (6) units, paid all applicable development fees, school and park transition fees, connection fees, water siren fees, municipal building fees, interceptor fee, sanitary sewer fee, river crossing fee other than building permit fees which are due and payable upon application of a building permit.

C. The Original Owners deposited performance bonds as required by City Code to ensure completion of the public infrastructure for the development of the Subject Property and

requested the designation of Special Service Areas pursuant to the Special Service Tax Law, 35 ILCS 200/27 *et seq.*, covering the Subject Property to be utilized as a primary funding mechanism for public improvements benefitting the Subject Property.

D. The Original Owners delivered to the City the following performance bonds as security to guarantee the construction of the public improvements required for the development of the Subject Property:

Bond Safeguard Co. #5035420 in the amount of $396,809.12;

Bond Safeguard Co. #5035421 in the amount of $503,184.11;

Bond Safeguard Co. #5035422 in the amount of $891,128.30; and,

Arch Insurance Company, Bond #104125069 in the amount of $3,000.00.

E. Pursuant to the request of the Original Owners, the City established Special Service Area Number 2003-100 and Special Service Area Number 2004-107 and issued SSA Bonds in the principal amount of $7,150,000 and $9,400,000 respectively, the proceeds of which were used to pay the costs of public infrastructure benefitting all six (6) units of the Subject Property with an available balance of $1,109,463 which the City estimates to be sufficient infrastructure items.

F. Pursuant to the terms of that certain Public Improvements Agreement dated November 1, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "*Public Improvements Agreement*"), by and among the City, MS II (as successor to Raintree Village II, L.L.C.) and the "Seller" as defined therein, no security is required for that portion of the cost of the public improvements that are paid, or to be paid, from the bond proceeds.

G. As of the date hereof, the real estate taxes assessed as a result of the establishment of Special Service Area 2003-100 and Special Service Area 2004-107 for the year 2011, payable in 2012, have not been paid on those lots within the Subject Property which are owned by MS.

H. As of the date hereof, the following number of residential units have been completed:

20 of the 128 platted townhomes; 65 of the 124 platted duplexes; and, 206 of the 402 platted single-family residences

Section 3. Obligations of MS.

MS hereby covenants and agrees, in consideration of the undertakings and commitments of the City as hereinafter set forth in Section IV of this Fifth Amendment as follows:

A. To pay real estate taxes and special assessments on all lots owned by MS within Units 1, 2 and 3 of the Subject Property for the year 2011, (payable in 2012), the year 2012 (payable in 2013), and to pay, or cause to be paid, all future real estate taxes and special assessments levied on each within Units 1, 2 and 3 of the Subject Property owned by MS as such taxes and special assessments become due and payable.

B. To pay or cause to be paid, real estate taxes and special assessments on all lots owned by MS within Units 4, 5 and 6 of the Subject Property for the year 2011 (payable in 2012), year 2012 (payable in 2013) and year 2013 (payable in 2014) prior to the due date for said real estate taxes as established by Kendall County. Should such real estate taxes and special assessments for the years 2011 and 2012 (payable in 2012 and 2013, respectively) not be paid on or before January 1, 2014, then MS shall pay to the City on or before January 15, 2014, (i) $360.00 per non-MS-owned single-family residence within Unit 4, 5 or 6 as of the date of this

Fifth Amendment, (ii) $294.00 per non-MS-owned duplex within Unit 4, 5 or 6 as of the date of this Fifth Amendment, and (iii) $250.00 per non-MS owned townhome within Unit 4, 5 or 6 as of the date of this Fifth Amendment (the sum of (i) through (iii), the "*2014 Payment*"). Should such real estate taxes and special assessments for 2013, payable in 2014, not be paid on or before January 1, 2015, MS shall pay to the City on or before January 15, 2015, (x) $180.00 per non-MS owned single-family residence within Unit 4, 5 or 6 as of the date of this Fifth Amendment, (y) $147.00 per non-MS owned duplex within Unit 4, 5 or 6 as of the date of this Fifth Amendment, and (z) $125.00 per non-MS owned townhome within Unit 4, 5 or 6 as of the date of this Fifth Amendment (the sum of (x) through (z), the "*2015 Payment*"). Upon receipt of the 2014 Payment and/or 2015 Payment, as applicable, the City shall determine whether property owners within Units 4, 5 and 6 who are subject to the same special assessment shall be paid directly, credited the amount due to each on their respective water bills or otherwise compensated by such other method as the City may determine appropriate to ensure that such property owners receive the benefit of the 2014 Payment and/or 2015 Payment, as applicable.

C. To assign all of MS's right, title and interest in and to bond proceeds resulting from the issuance of bonds secured by Special Service Area 2003-100 and Special Service Area 2004-107 to the City in order to permit the City to complete the public infrastructure serving the Subject Property.

D. To use its reasonable best efforts to cause an entity that is not affiliated with MS to complete the construction of the remaining 108 townhomes, 59 duplexes and 196 single-family residences in accordance with the recorded final plats, all applicable codes and regulations of the City and other governmental units having jurisdiction over the Subject Property.

E. To continue to satisfy its obligations to the homeowners' associations in all material respects, to the extent such obligations have not been assumed by the residents or any other person.

F. To use its reasonable best efforts to notify home builders of the home builder's obligation to provide security on a lot by lot basis for residential landscaping, sidewalk and driveway improvements in an amount equal to 120% of the total cost as estimated by City Engineer.

G. To agree that the fees which are applicable to the development of the Subject Property are as set forth on *Exhibit A* attached hereto and made a part hereof.

Section 4. Obligation of the City.

For and in consideration of the undertakings by MS as hereinabove set forth in Section 3, the City covenants and agrees to undertake the following:

A. Upon receipt of the assignment of all right, title and interest in the bond proceeds issued pursuant to the Special Service Area 2003-100 and Special Service Area 2004-107, the City shall release the following performance bonds:

(1) *Bond Safeguard Co.* (security for Unit 4); Bond No. 5035420 in the amount of $396,809.12; and,

(2) *Bond Safeguard Co.*(security for Unit 5); Bond No. 5035421 in the amount of $503,184.11;

(3) *Bond Safeguard Co.* (security for Unit 6) Bond No. 5035422 in the amount of $891,128.30; and,

(4) *Arch Insurance Company* (security for Route 71 improvements) Bond No. 104125069 in the amount of $3,000.00.

Furthermore, upon such assignment the City and MS II shall terminate the Public Improvements Agreement and MS shall have no further obligations to the City except as otherwise specified in Section 3 hereof.

B. Upon receipt of the assignment of all right, title and interest in the bond proceeds issued pursuant to the Special Service Area 2003-100 and Special Service Area 2004-107, the City agrees to proceed to construct all public improvements as required pursuant by the approved Final Plat for the Subject Property.

C. Pursuant to Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 8-1-2.5) which authorizes a municipality to appropriate or expend funds or make grants for the purpose of economic development, the City agrees that all fees applicable to the development of the Subject Property as itemized on *Exhibit A* attached hereto and made a part hereof shall not be increased for a period of five (5) years from the date hereof.

D. The City agrees that all applicable City zoning and building codes currently in full force and effect shall apply to the Subject Property and no amendment to said City building or zoning Codes shall apply to the Subject Property for a period of five (5) years from the date hereof unless such City building or zoning codes are less restrictive than those currently in full force and effect.

Section 5. Procedure for Declaring Defaults.

In the event any party defaults in its performance of its obligations set forth in this Fifth Amendment, then the non-defaulting parties shall, upon notice to the defaulting party, allow the defaulting party thirty (30) days to cure the default or provide evidence that such default will be cured in a timely manner if it cannot be cured during said period. Notwithstanding the above, in the event of an emergency life, health or safety situation, the City shall have the right, but not the

obligation, to enter onto the Subject Property and cure the default without giving MS prior notice or an opportunity to cure.

Section 6. Remedies for Defaults or Failure of Conditions.

Upon a breach of this Fifth Amendment, any of the parties, in any court of competent jurisdiction, by an action or proceeding in law or equity, may pursue any and all remedies available at law and in equity, including but not limited to a writ of mandamus, declaratory judgment or the specific performance of the covenants and agreements herein contained, any monetary damages and any and all other remedies other provided by law or equity.

Section 7. Severability.

If any section, subsection, term or provision of this Fifth Amendment or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Development Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 8. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Fifth Amendment shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To MS	:	Bill Burgess, President Lennar Minnesota 16305 36th Avenue N. Suite 600 Plymouth, MN 55466
With a copy to :		Nicholas Isaacson Faegre Baker Daniels, LLP 311 South Wacker Dive Suite 4400 Chicago, Illinois 60606
To the City	:	United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560
With a copy to :		Kathleen Field Orr, City Attorney Kathleen Field Orr & Associates 53 West Jackson Blvd. Suite 964 Chicago, Illinois 60604

Section 9. Miscellaneous.

A. This Fifth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

B. This Fifth Amendment may not be assigned by MS without the prior written consent of the City.

C. Time is of the essence of this Fifth Amendment and all documents, agreements and covenants contained herein shall be performed in a timely manner by the parties hereto.

D. This Fifth Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois Municipal Corporation

By: _____
Mayor

Attest:

_____
DEPUTY City Clerk

MS Rialto Raintree Village IL, LLC, a Delaware limited liability company, as to Raintree Village units/parcels 1, 2 and 3

MS Rialto Raintree Village II, LLC, a Delaware limited liability company, as to Raintree Village units/parcels 4, 5 and 6

By: MS Rialto Residential Holdings, LLC, a Delaware limited liability company, its member

By: MSR Holding Company, LLC, a Delaware limited liability company, its member

By: U.S. Home Corporation, a Delaware corporation, its Illinois Manager

By: _____
Name: William Burgess
Title: SR. V.P.
Date: August 12, 2013

Attest:

_____
Secretary Mark Sustana

LEGAL DESCRIPTION

UNIT ONE:

RAINTREE VILLAGE, UNIT ONE BEING PART OF THE SOUTH HALF OF SECTION 4 AND PART OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS RECORDED AS DOCUMENT NO. 200400000938.

UNIT TWO:

RAINTREE VILLAGE, UNIT TWO BEING PART OF SECTION 3, 4, 9 AND 10 OF TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS RECORDED AS DOCUMENT NO. 200400023274.

UNIT THREE:

RAINTREE VILLAGE, UNIT THREE BEING PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL ERIDIAN, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS RECORDED AS DOCUMENT NO. 200400023275.

UNIT FOUR:

RAINTREE VILLAGE, UNIT FOUR BEING PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS RECORDED AS DOCUMENT NO. 200600015999.

UNIT FIVE:

RAINTREE VILLAGE, UNIT FIVE BEING PART OF SECTION 9 IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINICPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS RECORDED AS DOCUMENT NO. 200500017195.

UNIT SIX:

RAINTREE VILLAGE, UNIT SIX BEING PART OF SECTION 9 AND APRT OF SECTION 10 IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL RECORDED AS DOCUMENT NO. 200700032691.

EXHIBIT A

RAINTREE VILLAGE

Updated 8/22/2013

FEES PER UNIT

A paid receipt from the School District Office, 602-A Center Parkway Yorkville, must be presented to the City prior to issuance of permit	$1,500
Separate Yorkville-Bristol Sanitary District fee - made payable to Y.B.S.D.	$1,400

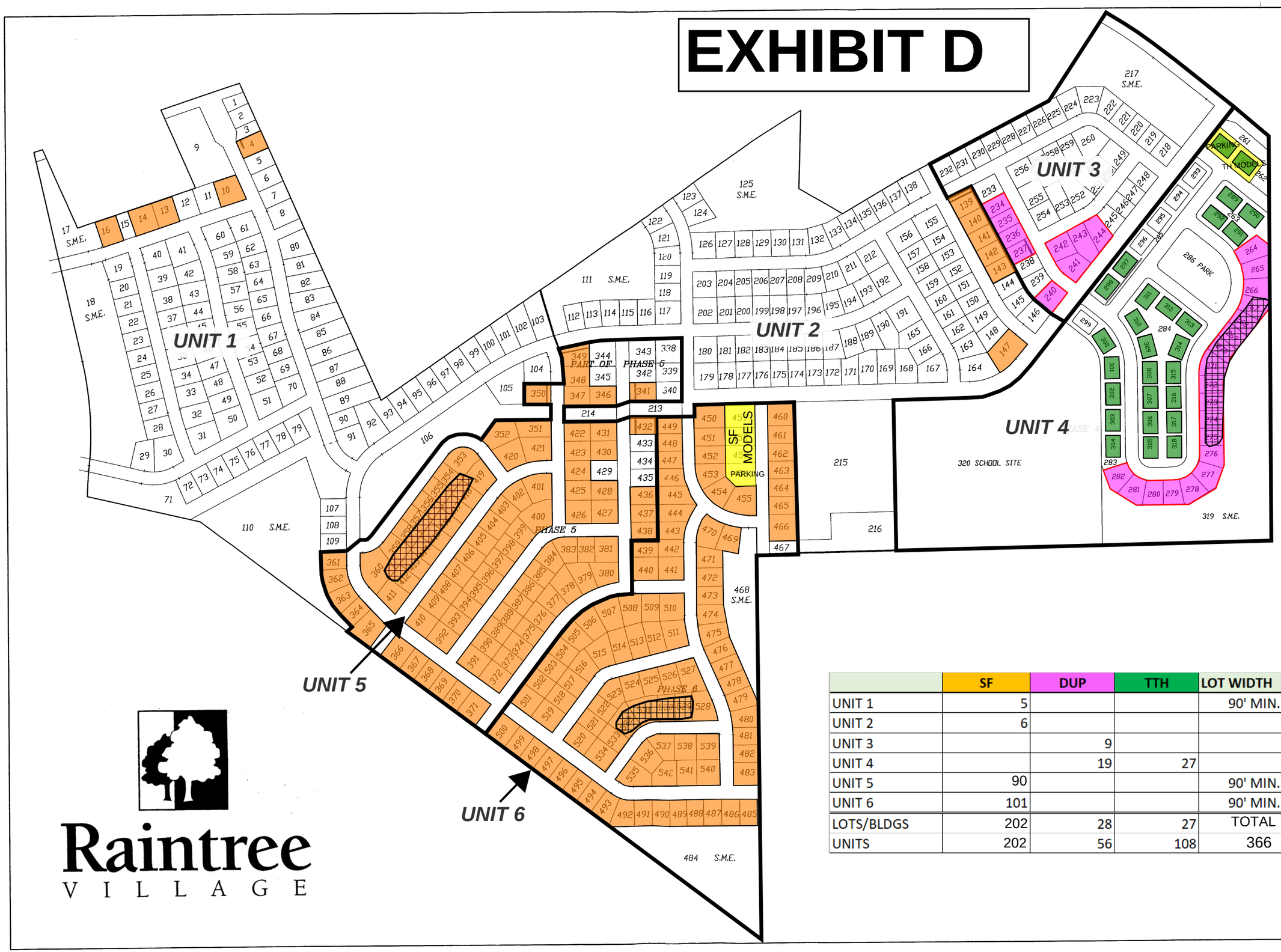
United City of Yorkville Fees

1. Building Permit			
Cost $650 plus $0.20 per square foot			$650 + $0.20(SF)
2. Water Connection Fees (see note "a")			$800
3. Water Meter Cost			$590
4. City Sewer Connection Fees	Ordinance 11/1/96		$2,000
5. Water and Sewer Inspection Fee			$25
6. Public Walks/Driveway Inspection Fee			$35
7. Development Fees			
Public Works		$700	
Police		$300	
Library		$500	
Bristol-Kendall Fire		$1,000	
Development Fees Total		$2,500	$2,500
8. Land-Cash Fees		Attached Units	
Park		$0	
School		$0	
Land-Cash Fees Total		$0	$0

Notes:

a) Developer to be charged water connection fee of $800 for 639 units
(any units built in excess of 639 units shall be charged at the rate in existance at that time)

EXHIBIT D



	SF	DUP	TTH	LOT WIDTH
UNIT 1	5			90' MIN.
UNIT 2	6			
UNIT 3		9		
UNIT 4		19	27	
UNIT 5	90			90' MIN.
UNIT 6	101			90' MIN.
LOTS/BLDGS	202	28	27	TOTAL
UNITS	202	56	108	366

Raintree VILLAGE

OVERALL SITE PLAN

RAINTREE VILLAGE
YORKVILLE, ILLINOIS

No. | Description | Date

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
1901 South Meyers Rd., Suite 350
Oakbrook Terrace, IL 60181
PHONE: (630) 942-0000
FAX: (630) 942-1774

LENNAR COMMUNITIES OF CHICAGO, L.L.C.
1540 EAST DUNDEE ROAD
SUITE 350
PALATINE, IL 60074
Phone: (847) 776-0350
Fax: (847) 776-0070

C544
X1
1 OF 1

EXHIBIT E

FINAL PLAT OF SUBDIVISION OF

RAINTREE VILLAGE, UNIT FOUR

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. (CONTAINING 60.208 ACRES, MORE OR LESS)

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS ___ DAY OF _____, 2006.

Arthur Hardacker Jr.
MAYOR

CITY PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE PLAN COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS ___ DAY _____, 2006.

Tom Smith
CHAIRMAN

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, BY ORDINANCE No. 2004-35 AT A MEETING HELD THIS 28th DAY OF SEPTEMBER, 2004.

UNITED CITY OF YORKVILLE Corporate SEAL KENDALL CO. IL

Lisa Pickering
DEPUTY CITY CLERK

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS ___ DAY OF _____, 2006.

John H Carr
CITY ADMINISTRATOR

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, Paul Anderson, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN DRAWN. TAX INSTALLMENTS DUE 6/28/06+ 9/13/06.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE, ILLINOIS, THIS 26th DAY OF MAY, 2006.

Paul Anderson, Clerk
Jeannette L. Mickelson, Deputy
COUNTY CLERK

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, JOE WYWROT, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUIRED GUARANTEE COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS.

DATED AT YORKVILLE, ILLINOIS THIS 26th DAY OF May, 2006.

CITY ENGINEER

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

THIS INSTRUMENT NO. 06-15999 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS 30th DAY OF May, 2006, AT 8:55 O'CLOCK A.M.

Paul Anderson
KENDALL COUNTY RECORDER
By Brd J. Huber-Deputy

LIC #184-003073 Professional Design Firm, Land Surveying and Professional Engineering Corporation

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS • SURVEYORS
615 Campus Drive
Joliet, Illinois 60435
(815)730-6060 FAX (815)730-6369

LANDSCAPE BUFFER EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS OVER ALL AREAS ON THE PLAT MARKED "LANDSCAPE BUFFER EASEMENT" TO INSTALL, PLANT, MAINTAIN, INSPECT, REMOVE AND REPLACE TREES, SHRUBS, BUSHES, GRASS, PLANTS, GROUND COVERS AND OTHER FORMS OF VEGETATION AND LANDSCAPING FEATURES. NO TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES OR OBSTRUCTIONS SHALL BE PLACED ON OR OVER SAID EASEMENTS NOR SHALL ANY SUCH VEGETATION BE REMOVED, (EXCEPT TO REPLACE DEAD OR DISEASED VEGETATION WITH LIKE VEGETATION), WITHOUT THE WRITTEN AUTHORITY OF THE UNITED CITY OF YORKVILLE.

THE OWNER OF THE PROPERTY SHALL BE PERPETUALLY RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE LANDSCAPE BUFFER EASEMENT AREAS AND APPURTENANCES.

KENDALL COUNTY RIGHT-TO-FARM STATEMENT

NOTICE:

KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESPECTS THE ROLE THAT FARMING CONTINUES TO PLAY IN SHAPING THE ECONOMIC VIABILITY OF THE COUNTY. PROPERTY THAT SUPPORTS THIS INDUSTRY IS INDICATED BY A ZONING INDICATOR A-1 OR AG SPECIAL USE. ANYONE CONSTRUCTING A RESIDENCE OR FACILITY NEAR THIS ZONING SHOULD BE AWARE THAT NORMAL AGRICULTURAL PRACTICES MAY RESULT IN OCCASIONAL SMELLS, DUST, SIGHTS, NOISE AND UNIQUE HOURS OF OPERATIONS THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

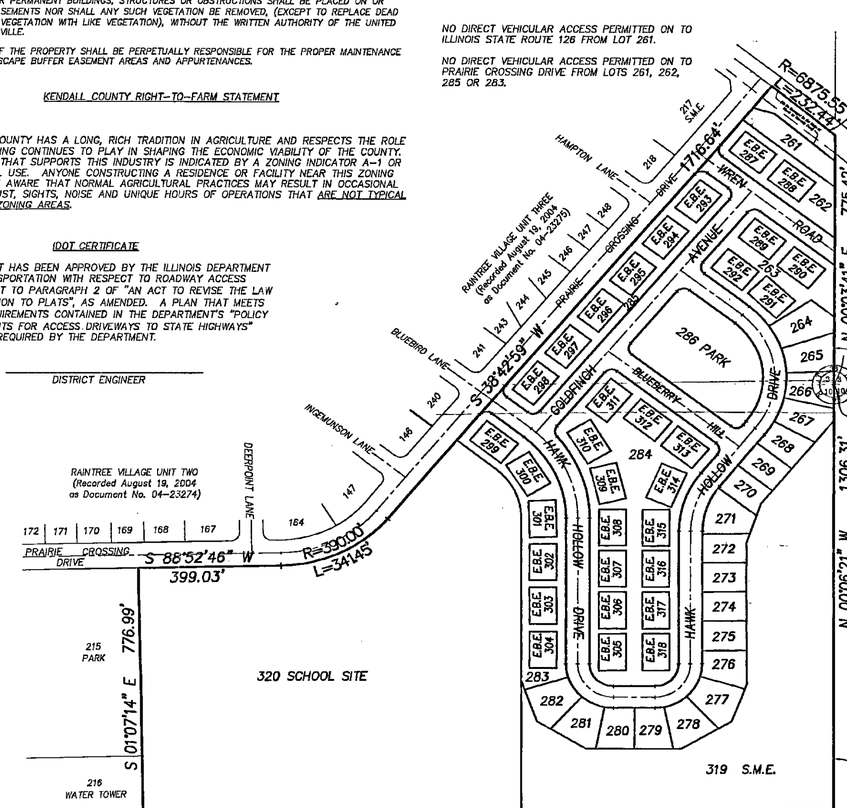
IDOT CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO PARAGRAPH 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS", AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DISTRICT ENGINEER

NO DIRECT VEHICULAR ACCESS PERMITTED ON TO ILLINOIS STATE ROUTE 126 FROM LOT 261.

NO DIRECT VEHICULAR ACCESS PERMITTED ON TO PRAIRIE CROSSING DRIVE FROM LOTS 261, 262, 285 OR 283.



BASIS of BEARINGS

WEST LINE OF THE NORTHWEST QUARTER OF SECTION 10-36-7

BEARING N 00°14'19" W

NOTES:

1: CONCRETE MONUMENTS WILL BE SET AT ALL BOUNDARY CORNERS, POINTS OF CURVATURE AND ANGLE POINTS, UNLESS OTHERWISE NOTED

2: 5/8"x 24" IRON PIPES WILL BE SET AT ALL LOT CORNERS, POINTS OF CURVATURE AND ANGLE POINTS, UNLESS OTHERWISE NOTED

3: CITY ORDINANCES SUPERSEDE ANY PRIVATE COVENANTS AND RESTRICTION THAT ARE LESS RESTRICTIVE THAN SAID ORDINANCES.

4: E.B.E. - EXCEPTION TO BLANKET EASEMENT

5. THERE SHALL BE A BLANKET PUBLIC UTILITY AND DRAINAGE EASEMENT OVER LOTS 261, 286 (PARK) AND LOT 319 (S.M.E.). THERE SHALL ALSO BE A BLANKET PUBLIC UTILITY AND DRAINAGE EASEMENT OVER LOTS 262, 263, 283, 284 AND 285, EXCEPT THOSE AREAS LABELED E.B.E. (EXCEPTION TO BLANKET EASEMENT)

POINT OF BEGINNING

SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 3-36-7.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO;

COMMONWEALTH EDISON COMPANY AND AMERITECH TELEPHONE COMPANY, GRANTEES

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT", AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS" AND THE PROPERTY DESIGNATED ON THE PLAT AS A "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC, OR PRIVATE TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(E), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS, "OUTLOTS", "COMMON ELEMENTS","OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING AND COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDES REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND, OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

NICOR EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS ("NICOR") TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THIS PLAT MARKED "EASEMENT," "COMMON AREA OR AREAS" AND STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS," TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, AND TO SERVE OTHER PROPERTY, ADJACENT OR OTHERWISE, AND THE RIGHT TO REMOVE OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, TREES, BUSHES, ROOTS AND FENCES, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER NICOR FACILITIES OR IN, UPON OR OVER THE PROPERTY IDENTIFIED ON THIS PLAT FOR UTILITY PURPOSES WITHOUT THE PRIOR WRITTEN CONSENT OF NICOR AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SUCH TERM IN SECTION 605/2(E) OF THE "CONDOMINIUM PROPERTY ACT" (ILLINOIS COMPILED STATUTES, CH. 765, SEC. 605/2(E)), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, INCLUDING REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PROPERTY, EVEN THOUGH SUCH AREAS MAY BE DESIGNATED ON THIS PLAT BY OTHER TERMS.

PEDESTRIAN AND BIKE TRAIL EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS OVER ALL AREAS ON THE PLAT MARKED "PEDESTRIAN EASEMENT", "BIKE TRAIL EASEMENT", "PEDESTRIAN AND BIKE TRAIL EASEMENT", "STORMWATER MANAGEMENT EASEMENT" OR "LANDSCAPE BUFFER EASEMENT", TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE PEDESTRIAN AND BICYCLE TRAILS, PAVED OR UNPAVED, FOR THE USE AND ENJOYMENT OF THE GENERAL PUBLIC. THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE EASEMENT AREAS HEREIN GRANTED WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, INSPECTION, MAINTENANCE AND OPERATION THEREOF. NO TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES OR OBSTRUCTIONS SHALL BE PLACED ON OR OVER SAID EASEMENTS THAT INTERFERE WITH THE RIGHTS HEREIN GRANTED.

UNITED CITY OF YORKVILLE EASEMENT PROVISIONS

PUBLIC UTILITY AND DRAINAGE EASEMENT

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NICOR, COM ED, JONES INTERCABLE, OTHER PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY THE CITY OF YORKVILLE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT" (abbreviated P.U. & D.E.) TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE OF THE "PUBLIC UTILITY & DRAINAGE EASEMENT", INCLUDING WITHOUT LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, AND SANITARY SEWERS, WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT", TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO. NO PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RECROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING CROSSED OR RECROSSED. NO USE OR OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE AND TO ITS SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" (abbreviated S.M.E.) ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE STORM SEWERS AND THE STORMWATER MANAGEMENT AREA, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, SANITARY SEWERS, WATER MAINS, ELECTRIC AND COMMUNICATION CABLES, CONNECTIONS, DITCHES, SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT. NO CHANGE TO THE TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE EASEMENT AREA SHALL BE MADE WITHOUT EXPRESS WRITTEN CONSENT OF THE CITY ENGINEER, BUT SAME MAY BE USED FOR PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

THE OWNER OF THE PROPERTY SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER MANAGEMENT AREA AND APPURTENANCES. THE UNITED CITY OF YORKVILLE WILL PERFORM ONLY EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE CITY ENGINEER OF THE UNITED CITY OF YORKVILLE.

SLOT 1588

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT RAINTREE VILLAGE L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, IS THE OWNER OF TH PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED A PROVIDED FOR BY STATUTE, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TI THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY ELECTRIC, GAS, TELEPHONE, CA OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

THE UNDERSIGNED FURTHER CERTIFY THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARI YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115.

DATED AT HOFFMAN ESTATES, ILLINOIS THIS 18th DAY OF APRIL, 2006.
(Town) (State)

RAINTREE VILLAGE, L.L.C.
2300 BARRINGTON ROAD # 540
HOFFMAN ESTATES, IL 60195
(complete address)

BY: _____
VICE-President — DEAN A. EDMEIER, Printed Name

ATTEST: _____
Assistant Secretary — SUSAN M. SCALZO, Printed Name

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, KAREN BLAKE, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT DEAN A. EDMEIER, VICE PRESIDENT AND SUSAN M. SCALZO, ASSISTANT SECRETARY PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY RAINTREE VILLAGE L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AS SHOWN ABOVE, APPEARED BEFORE ME THIS AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTA ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 18th DAY OF April, 2006.

Karen Blake
NOTARY PUBLIC

"OFFICIAL SEAL" KAREN BLAKE Notary Public, State of Illinois My Commission Expires 10/06/07

2006000015999
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
05-30-2006 At 08:55 am.
PLAT OF SUB 79.00
RHSP Surcharge 10.00

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

THIS IS TO CERTIFY THAT I, JAMES M. McKENZIE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003247, AT THE REQUEST OF THE OWNERS THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUAR OF SECTION 10, TOWNSHIP 36 NORTH, TOWNSHIP 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUART OF SAID SECTION 3; THENCE NORTH 00°03'41" EAST ALONG THE EAST LINE OF SAID SOUTHWE QUARTER, 775.42 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 126; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, BEING A CURVE CONCAVE SOUTHWESTERLY HAVING RADIUS OF 6875.55 FEET, AN ARC LENGTH OF 232.44 FEET, A CHORD BEARING OF NORTH 49°38'17" WEST AND A CHORD DISTANCE OF 232.43 FEET TO THE NORTHEAST CORNER OF RAINTREE VILLAGE, UNIT THREE ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 20 AS DOCUMENT NO. 04-23275; THENCE SOUTH 38°42'59" WEST ALONG THE SOUTHEASTERLY LI OF SAID UNIT THREE, 1716.64 FEET TO A POINT OF CURVATURE ON THE SOUTHERLY LINE OF RAINTREE VILLAGE, UNIT TWO ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 2004 DOCUMENT NO. 04-23274; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID SOUTHERLY L OF UNIT TWO, BEING A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 390.00 FEET, ARC LENGTH OF 341.45 FEET, A CHORD BEARING OF SOUTH 63°47'52" WEST AND A CHORD DISTANCE OF 330.65 FEET; THENCE SOUTH 88°52'46" WEST ALONG THE SOUTHERLY LINE OF S UNIT TWO, 399.03 FEET; THENCE SOUTH 01°07'14" EAST, 776.99 FEET ALONG AN EASTERLY LI OF SAID UNIT TWO, TO THE NORTH LINE OF PARCEL ONE AS DESCRIBED BY DOCUMENT NO. 78-2764, RECORDS OF KENDALL COUNTY; THENCE NORTH 88°52'46" EAST ALONG SAID NORTH LINE, 1933.19 FEET TO THE EAST LINE OF THE NORTHWEST CORNER OF SECTION 10; THENCE NORTH 00°06'21" WEST ALONG SAID EAST LINE, 1306.31 FEET TO THE POINT OF BEGINNING, IN UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS (CONTAINING 60.208 ± ACRES).

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET A DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS, COMMUNITY PAN NUMBER 170341 0075C, WITH AN EFFECTIVE DATE OF JULY 19, 1982, THIS SITE APPEARS TO LOCATED IN ZONE "C" (AREAS OF MINIMAL FLOODING), TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT I HAVE SET ALL SUBDIVISION MONUMENTS AND DESCRIBED THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (ILLINOIS REVISED STATUTES 1977, CHAPTER SECTION 1).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, WHICH IS EXERCIS THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

GIVEN UNDER MY HAND AND SEAL AT JOLIET, ILLINOIS, THIS 4th DAY OF APRIL, 2006.

ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 35-3247

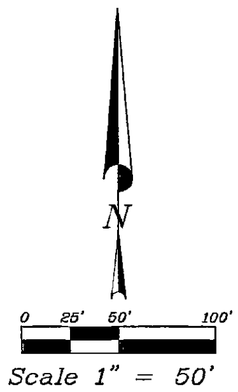
JAMES M. McKENZIE 35-003247 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS Renewable 11-30-06 JOLIET

Survey No.:	D 0 5 4 C	
Ordered By.:	Wyndham Deerpoint	
Description:	FINAL PLAT OF SUBDIVISION RAINT

FINAL PLAT OF SUBDIVISION OF

RAINTREE VILLAGE, UNIT FOUR

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. (CONTAINING 60.208 ACRES, MORE OR LESS)



Scale 1" = 50'

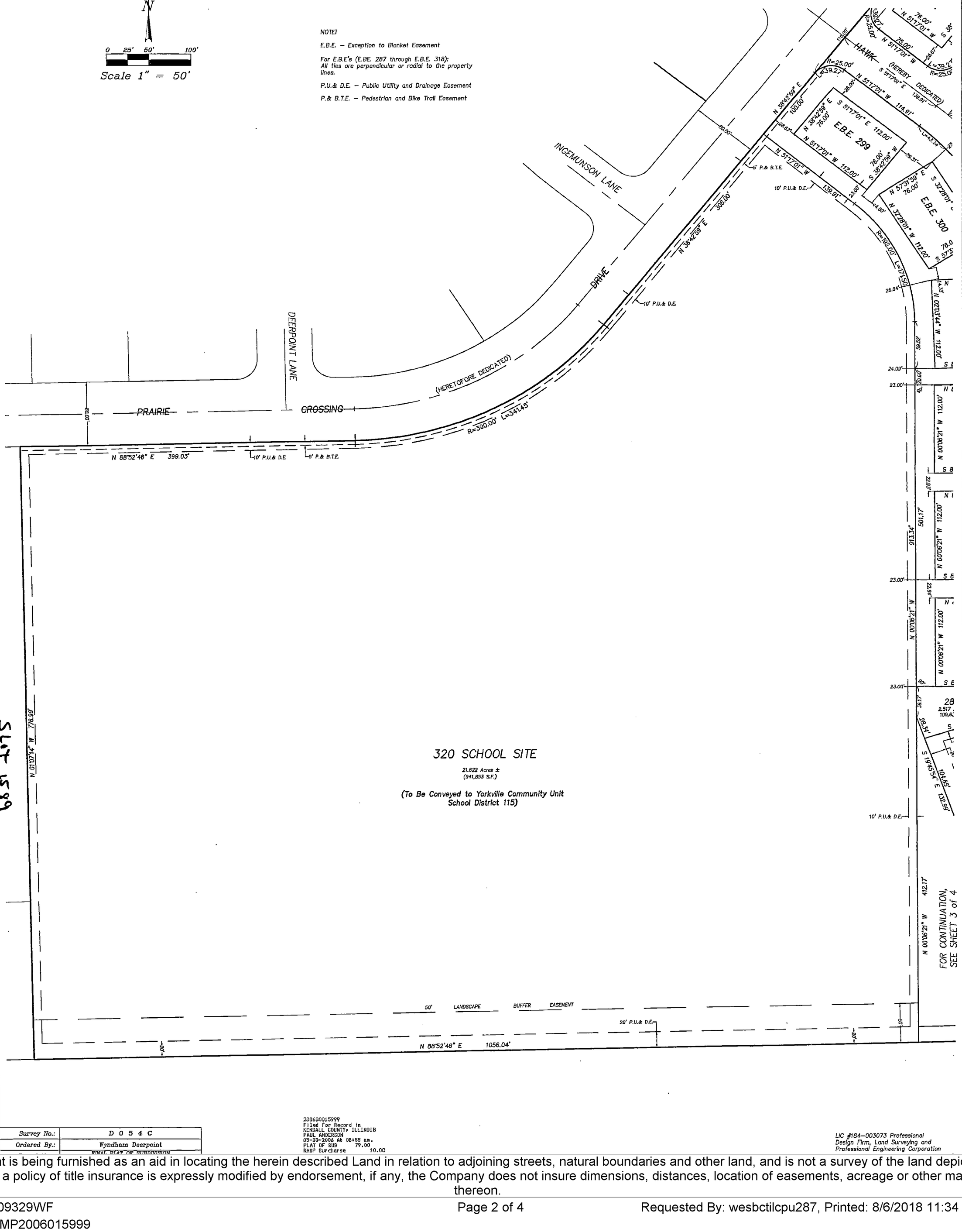
NOTE!

E.B.E. – Exception to Blanket Easement

For E.B.E's (E.BE. 287 through E.B.E. 318):
All ties are perpendicular or radial to the property lines.

P.U.& D.E. – Public Utility and Drainage Easement

P.& B.T.E. – Pedestrian and Bike Trail Easement



320 SCHOOL SITE

21.622 Acres ±
(941,853 S.F.)

(To Be Conveyed to Yorkville Community Unit School District 115)

Survey No.:	D 0 5 4 C
Ordered By.:	Wyndham Deerpoint
	FINAL PLAT OF SUBDIVISION

200600015999
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
05-30-2006 At 08:55 am.
PLAT OF SUB 79.00
RHSP Surcharge 10.00

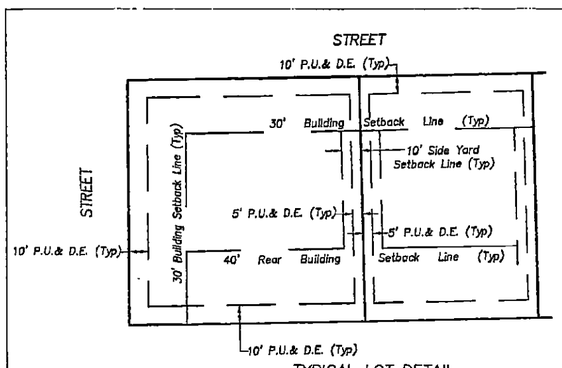
LIC #184–003073 Professional Design Firm, Land Surveying and Professional Engineering Corporation

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

FINAL PLAT OF SUBDIVISION OF

RAINTREE VILLAGE, UNIT FOUR

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. (CONTAINING 60.208 ACRES, MORE OR LESS)



TYPICAL LOT DETAIL
(LOTS 264 – 282, INCLUSIVE)
(Unless Otherwise Shown)
(1"=50')

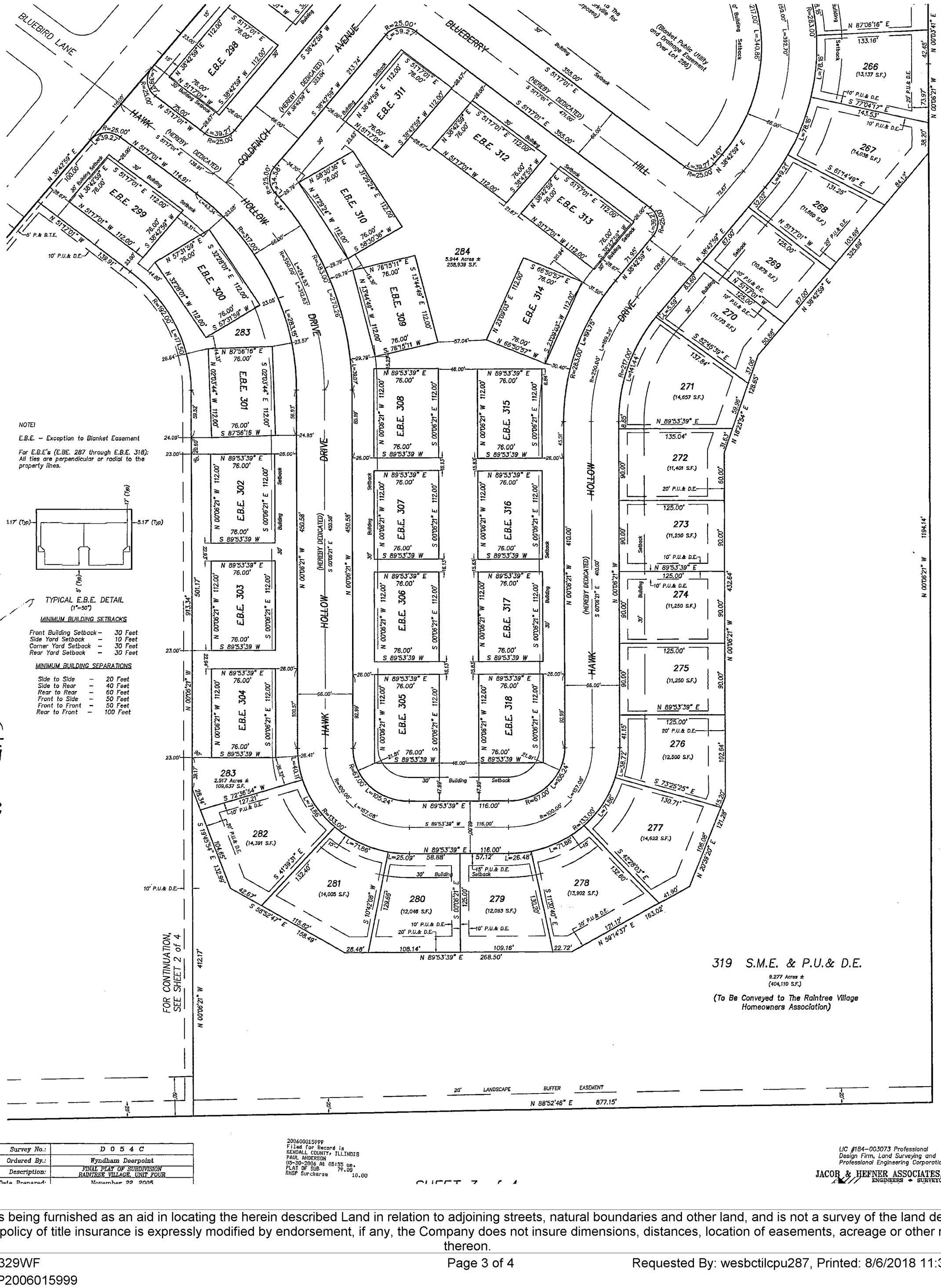
NOTE!
P.U.& D.E. – Public Utility and Drainage Easement
P.& B.T.E. – Pedestrian and Bike Trail Easement
S.M.E. – Stormwater Management Easement

N

0 25' 50' 100'

Scale 1" = 50'

FOR CONTINUATION, SEE SHEET 4 of 4



NOTE!
E.B.E. – Exception to Blanket Easement

For E.B.E's (E.B.E. 287 through E.B.E. 318): All ties are perpendicular or radial to the property lines.

TYPICAL E.B.E. DETAIL
(1"=50')

MINIMUM BUILDING SETBACKS

Front Building Setback	–	30 Feet
Side Yard Setback	–	10 Feet
Corner Yard Setback	–	30 Feet
Rear Yard Setback	–	30 Feet

MINIMUM BUILDING SEPARATIONS

Side to Side	–	20 Feet
Side to Rear	–	40 Feet
Rear to Rear	–	60 Feet
Front to Side	–	50 Feet
Front to Front	–	50 Feet
Rear to Front	–	100 Feet

319 S.M.E. & P.U.& D.E.
9.277 Acres ±
(404,110 S.F.)
(To Be Conveyed to The Raintree Village Homeowners Association)

FOR CONTINUATION, SEE SHEET 2 of 4

20' LANDSCAPE BUFFER EASEMENT
N 88°52'46" E 877.15'

S-67-1590

Survey No.:	D 0 5 4 C
Ordered By.:	Wyndham Deerpoint
Description:	FINAL PLAT OF SUBDIVISION RAINTREE VILLAGE, UNIT FOUR
Date Prepared:	November 22, 2005

200600015999
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
05-30-2006 At 08:55 am.
PLAT OF SUB 79.00
RHSP Surcharge 10.00

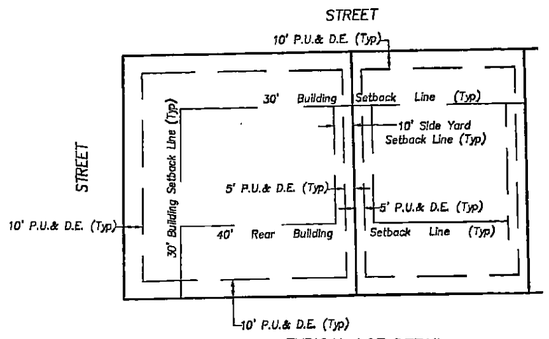
LIC #184-003073 Professional Design Firm, Land Surveying and Professional Engineering Corporation
JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS ◆ SURVEYORS

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FINAL PLAT OF SUBDIVISION OF

RAINTREE VILLAGE, UNIT FOUR

PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. (CONTAINING 60.208 ACRES, MORE OR LESS)



TYPICAL LOT DETAIL
(LOTS 264 – 282, INCLUSIVE)
(Unless Otherwise Shown)
(1"=50')

NOTE!

P.U.& D.E. – Public Utility and Drainage Easement

P.& B.T.E. – Pedestrian and Bike Trail Easement

NOTE!

E.B.E. – Exception to Blanket Easement

For E.B.E's (E.BE. 287 through E.B.E. 318): All ties are perpendicular or radial to the property lines.

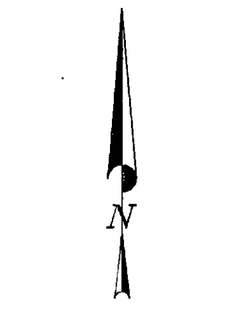
TYPICAL E.B.E. DETAIL
(1"=50')

MINIMUM BUILDING SETBACKS

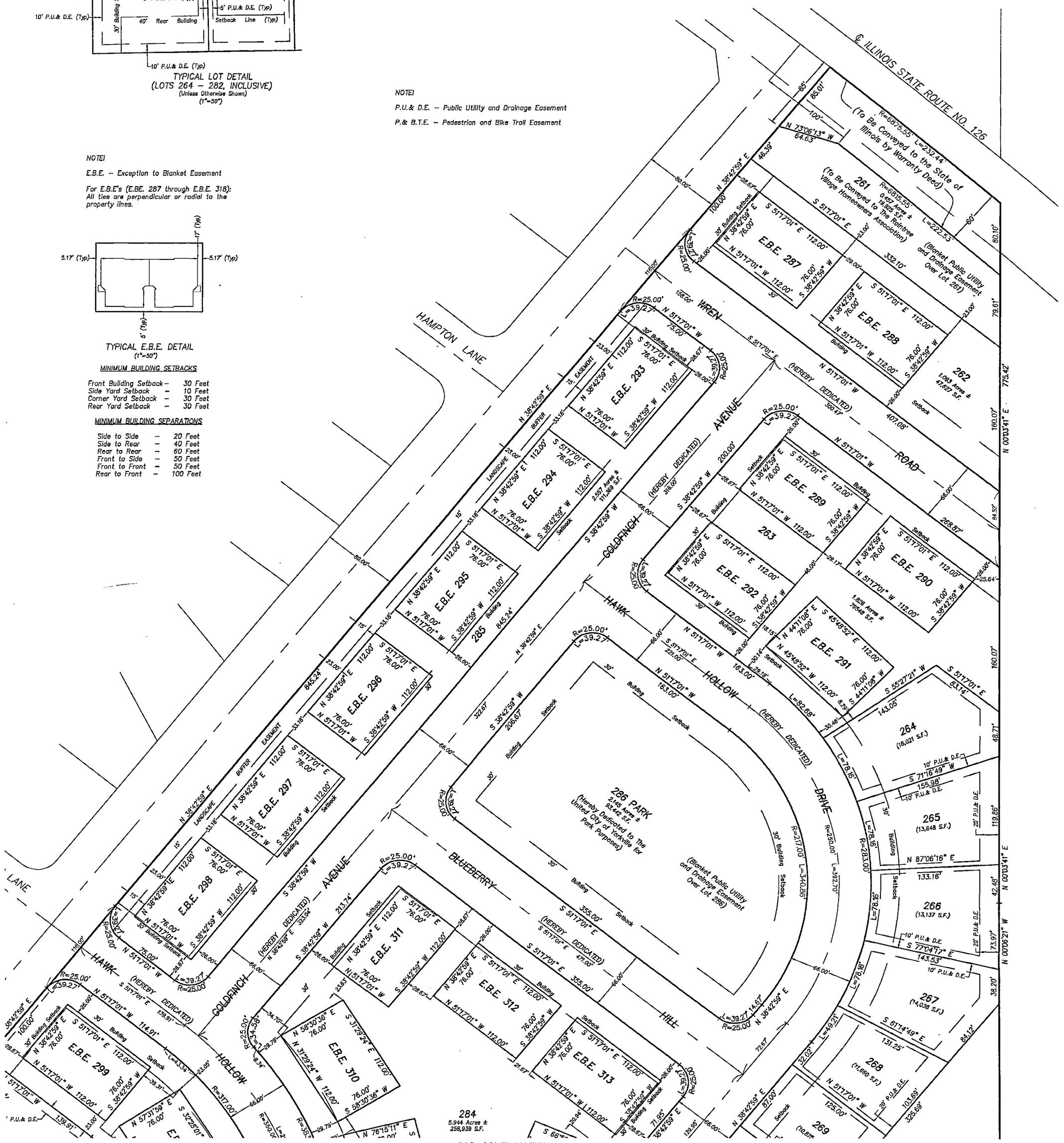
Front Building Setback	–	30 Feet
Side Yard Setback	–	10 Feet
Corner Yard Setback	–	30 Feet
Rear Yard Setback	–	30 Feet

MINIMUM BUILDING SEPARATIONS

Side to Side	–	20 Feet
Side to Rear	–	40 Feet
Rear to Rear	–	60 Feet
Front to Side	–	50 Feet
Front to Front	–	50 Feet
Rear to Front	–	100 Feet



Scale 1" = 50'



FOR CONTINUATION, SEE SHEET 3 of 4

200600015999
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PAUL ANDERSON
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PLAT OF SUB 79.00
RHSP Surcharge 10.00

Survey No.:	D 0 5 4 C		
Ordered By.:	Wyndham Deerpoint		
Description:	FINAL PLAT OF SUBDIVISION RAINTREE VILLAGE, UNIT FOUR		
Date Prepared:	November 22, 2005		
Scale:	1" = 50'	Field Work:	
		Prepared By:	PMB

P:\c\0544\S\CAD\FINAL\0544SubPlat Unit Four.dwg\Layout SHEET 4

LIC #184–003073 Professional Design Firm, Land Surveying and Professional Engineering Corporation

JACOB & HEFNER ASSOCIATES, P.C.
ENGINEERS ◆ SURVEYORS
815 Campus Drive
Joliet, Illinois 60435
(815)730-6060 FAX (815)730-6369

SHEET 4 of 4

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RAINTREE VILLAGE, UNIT FOUR

EXHIBIT F
SIDEYARD SETBACK EXHIBIT
(Sheet 1 of 2)

AMENDED SIDE YARD MINIMUM SETBACK - 6.0'

N

0 25' 50' 100'

Scale 1" = 50'

Utility and Drainage Easement
an and Bike Trail Easement
Management Easement

BLUEBIRD LANE
HAWK
GOLDFINCH
BLUEBERRY
HILL
HOLLOW
DRIVE
AVENUE

284
5.944 Acres ±
258,939 S.F.

283
2.517 Acres ±
109,637 S.F.

E.B.E. 298
E.B.E. 299
E.B.E. 300
E.B.E. 301
E.B.E. 302
E.B.E. 303
E.B.E. 304
E.B.E. 305
E.B.E. 306
E.B.E. 307
E.B.E. 308
E.B.E. 309
E.B.E. 310
E.B.E. 311
E.B.E. 312
E.B.E. 313
E.B.E. 314
E.B.E. 315
E.B.E. 316
E.B.E. 317
E.B.E. 318

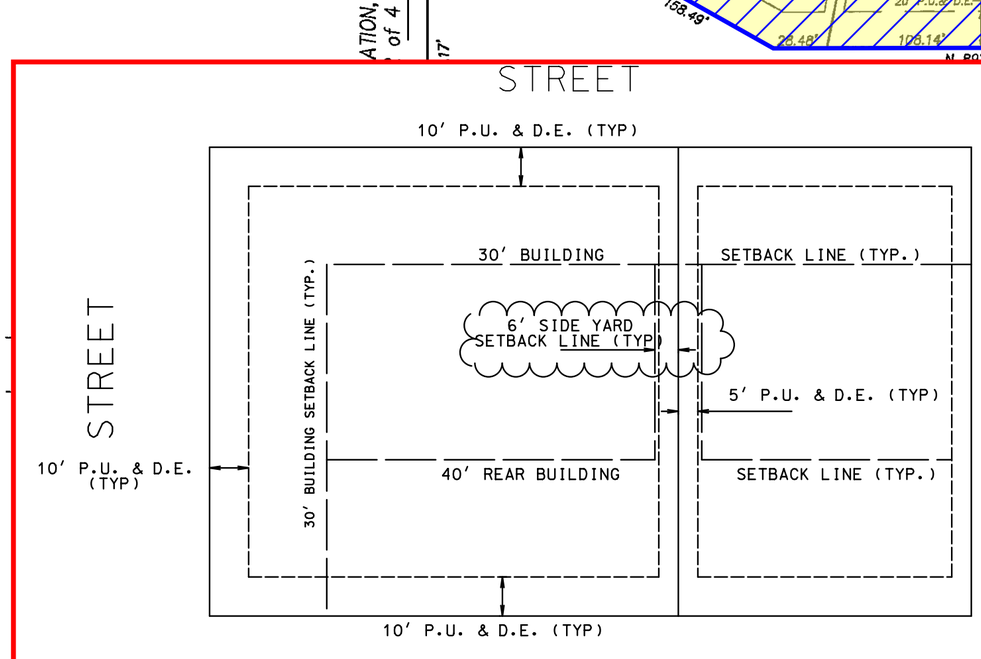
(Blanket Public Utility and Drainage Easement Over Lot 286)

256 (10,137 S.F.)
267 (14,048 S.F.)
269 (14,048 S.F.)
270 (11,174 S.F.)
271 (14,657 S.F.)
272 (11,701 S.F.)
273 (11,250 S.F.)
274 (11,250 S.F.)
275 (11,250 S.F.)
276 (12,500 S.F.)
277 (14,628 S.F.)
278 (12,902 S.F.)
279 (12,093 S.F.)
280 (12,046 S.F.)
281 (14,008 S.F.)
282 (14,391 S.F.)

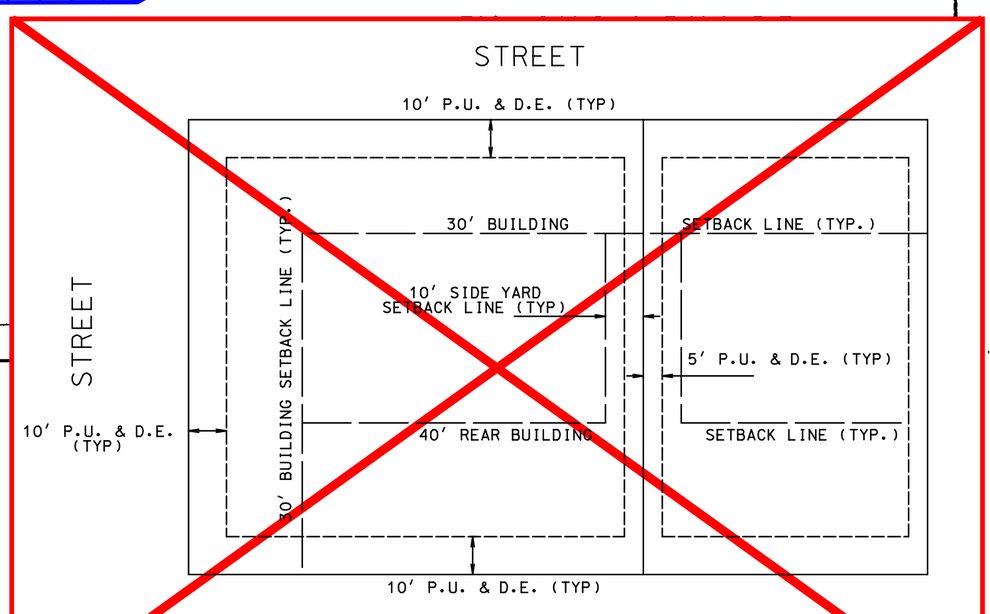
Plan.dwg\Layout: SHEET 3

ATION, of 4

TYPICAL LOT DETAIL (NEW)
(LOTS 264-282 INCLUSIVE)
N.T.S.



TYPICAL LOT DETAIL (OLD)
N.T.S.



RAINTREE VILLAGE, UNIT FOUR

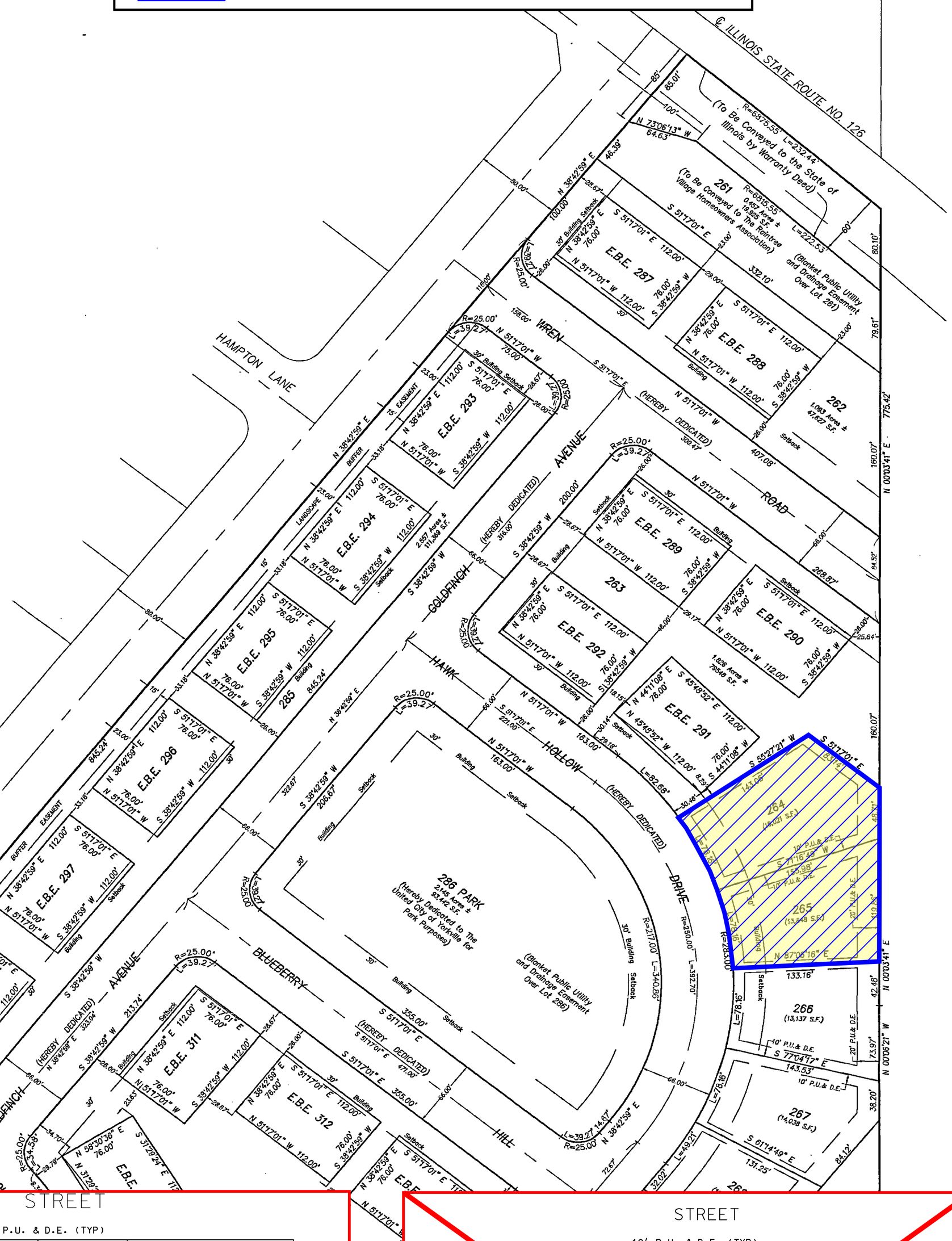
EXHIBIT F
SIDEYARD SETBACK EXHIBIT
(Sheet 2 of 2)

AMENDED SIDE YARD MINIMUM SETBACK - 6.0'

N

0 25' 50' 100'

Scale 1" = 50'



STREET

10' P.U. & D.E. (TYP)

30' BUILDING SETBACK LINE (TYP.)

30' BUILDING

SETBACK LINE (TYP.)

6' SIDE YARD SETBACK LINE (TYP)

5' P.U. & D.E. (TYP)

40' REAR BUILDING

SETBACK LINE (TYP.)

10' P.U. & D.E. (TYP)

TYPICAL LOT DETAIL (NEW)
(LOTS 264-282 INCLUSIVE)
N.T.S.

STREET

10' P.U. & D.E. (TYP)

30' BUILDING SETBACK LINE (TYP.)

30' BUILDING

SETBACK LINE (TYP.)

10' SIDE YARD SETBACK LINE (TYP)

5' P.U. & D.E. (TYP)

40' REAR BUILDING

SETBACK LINE (TYP.)

10' P.U. & D.E. (TYP)

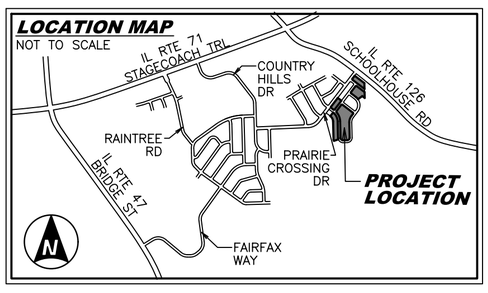
TYPICAL LOT DETAIL (OLD)
N.T.S.

SUT 15-91

FINAL PLAT OF RAINTREE VILLAGE, UNIT FOUR 1ST RESUBDIVISION

BEING A RESUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

LOCATION MAP
NOT TO SCALE



P.I.N.'s OF LOTS & EBE's BEING RESUBDIVIDED:

05-03-382-002
05-03-382-003
05-03-382-004
05-03-381-001
05-03-381-002
05-03-381-003
05-03-381-004
05-03-381-006
05-03-379-001
05-03-379-006(PART)
05-10-126-001
05-10-127-001
05-10-127-002
05-10-127-003
05-10-127-004
05-10-127-005
05-10-127-006
05-10-127-007
05-10-127-008
05-10-127-009
05-10-127-010
05-10-127-011
05-10-127-012
05-10-127-013
05-10-127-014
05-10-127-015
05-10-128-019
05-10-128-020
05-10-128-021
05-10-128-022
05-10-128-023
05-10-128-025(PART)

NOTES:

1. THIS PLAT IS BASED IN PART ON INFORMATION CONTAINED IN COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY ORDER NUMBER 18009329WF WITH A COMMITMENT DATE OF JUNE 7, 2018, RECEIVED ON AUGUST 13, 2018 AND HAS BEEN USED FOR LEGAL DESCRIPTION AND APPLICABLE EXCEPTIONS TO TITLE.
2. BEARINGS BASED ON NAD83 (2011) ILLINOIS STATE PLANE, EAST ZONE AND ARE IN THE SAME ANGULAR RELATIONSHIP AS RAINTREE VILLAGE, UNIT FOUR RECORDED MAY 30, 2006 AS DOCUMENT NUMBER 200600015999.
3. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. UPON COMPLETION OF CONSTRUCTION, 5/8" REBAR SHALL BE PLACED AT ALL CORNERS OF THE EXTERIOR BOUNDARY, LOT CORNERS AND CRITICAL POINTS ALONG THE RIGHTS-OF-WAY, UNLESS NOTED OTHERWISE.
6. ALL EASEMENTS SHOWN HEREON WERE GRANTED BY RAINTREE VILLAGE, UNIT FOUR RECORDED MAY 30, 2006 AS DOCUMENT NUMBER 200600015999 UNLESS SHOWN OTHERWISE.
7. NO NEW EASEMENTS ARE BEING GRANTED ON THIS RESUBDIVISION.
8. FOR ADDITIONAL INFORMATION PERTAINING TO DEFINITIONS/USES OF EXISTING EASEMENTS AND OTHER MATTERS, SEE RAINTREE VILLAGE, UNIT FOUR RECORDED MAY 30, 2006 AS DOCUMENT NUMBER 200600015999 AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED BY SEPARATE DOCUMENT.
9. ALL AREAS ARE MORE OR LESS.
10. ALL CURVES ARE TANGENT TO ADJOINING COURSES UNLESS DEFINED BY CHORD BEARING.
11. ALL LOT TIES ARE PERPENDICULAR OR RADIAL TO PROPERTY LINES.

KENDALL COUNTY RIGHT TO FARM STATEMENT

NOTICE:

KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESPECTS THE ROLE THAT FARMING CONTINUES TO PLAY IN SHAPING THE ECONOMIC VIABILITY OF THE COUNTY. PROPERTY THAT SUPPORTS THIS INDUSTRY IS INDICATED BY A ZONING INDICATOR – A-1 OR AG SPECIAL USE. ANYONE CONSTRUCTING A RESIDENCE OR FACILITY NEAR THIS ZONING SHOULD BE AWARE THAT NORMAL AGRICULTURAL PRACTICES MAY RESULT IN OCCASIONAL SMELLS, DUST, SIGHTS, NOISE, AND UNIQUE HOURS OF OPERATIONS THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT CALATLANTIC GROUP, INC., A DELAWARE CORPORATION, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED IN THE FORECOING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED FURTHER CERTIFY THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115.

DATED AT EAST DUNDEE, ILLINOIS, THIS _____ DAY OF _____, A.D., 20___.

CALATLANTIC GROUP, INC., A DELAWARE CORPORATION
1141 EAST MAIN STREET, SUITE 108
EAST DUNDEE, ILLINOIS 60118

_____ _____
SIGN SIGN

_____ _____
TITLE TITLE

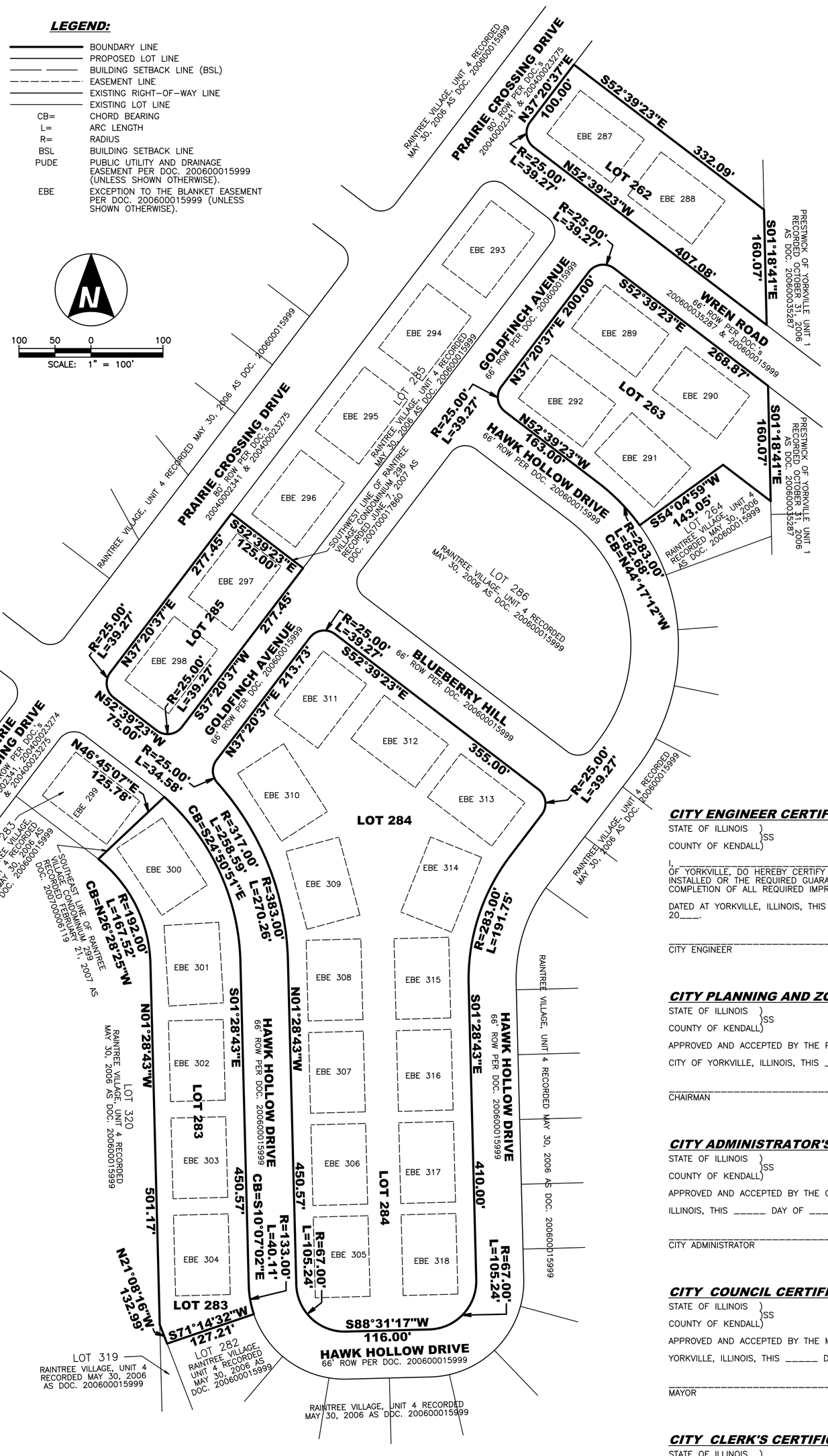
_____ _____
PRINTED NAME PRINTED NAME

EXISTING LOTS & EBE's

EXISTING LOTS & EBE's AS SHOWN ON THE FINAL PLAT OF SUBDIVISION OF RAINTREE VILLAGE, UNIT FOUR PER DOCUMENT 200600015999

LEGEND:

———	BOUNDARY LINE
———	PROPOSED LOT LINE
——— ———	BUILDING SETBACK LINE (BSL)
- - - - - - - -	EASEMENT LINE
———	EXISTING RIGHT-OF-WAY LINE
———	EXISTING LOT LINE
CB=	CHORD BEARING
L=	ARC LENGTH
R=	RADIUS
BSL	BUILDING SETBACK LINE
PUDE	PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOC. 200600015999 (UNLESS SHOWN OTHERWISE).
EBE	EXCEPTION TO THE BLANKET EASEMENT PER DOC. 200600015999 (UNLESS SHOWN OTHERWISE).



CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

I, _____, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUIRED GUARANTEE COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS.

DATED AT YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, A.D., 20___.

_____
CITY ENGINEER

CITY PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE PLANNING AND ZONING COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, A.D., 20___.

_____
CHAIRMAN

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, A.D., 20___.

_____
CITY ADMINISTRATOR

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, A.D., 20___.

_____
MAYOR

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, BY ORDINANCE No._____ AT A MEETING HELD THIS _____ DAY OF _____, A.D., 20___.

_____
CITY CLERK

NOTARY CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 20___, AT _____, ILLINOIS.

_____
NOTARY PUBLIC

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

I, _____, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN DRAWN.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE,

ILLINOIS THIS _____ DAY OF _____, A.D., 20___.

_____
COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS ___ DAY OF _____, A.D., 20___ AT _____ O'CLOCK ____.M.

_____
KENDALL COUNTY RECORDER

AUTHORIZATION TO RECORD CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

WE, MACKIE CONSULTANTS LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694,

HEREBY GRANT PERMISSION TO _____ TO RECORD THIS PLAT OF SUBDIVISION.

DATED THIS _____ DAY OF _____, 20__.

_____
DALE A. GRAY
EMAIL: dgray@mackieconsult.com
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003057
LICENSE EXPIRES: NOVEMBER 30, 2020

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT WE, MACKIE CONSULTANTS, LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 262, 263, 283, 284 AND 285 (LESS ANY PART OF SAID LOTS IN RAINTREE VILLAGE CONDOMINIUM) AND INCLUDING 'EBE' LOTS 287 TO 292, INCLUSIVE, LOTS 297 AND 298 AND LOTS 300 TO 318, INCLUSIVE, IN RAINTREE VILLAGE UNIT FOUR, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 30, 2006 AS DOCUMENT 200600015999, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

WE FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

WE FURTHER CERTIFY THAT ACCORDING TO OUR INTERPOLATION OF THE FLOOD INSURANCE RATE MAPS THAT COVER THE AREA, THE HEREON DESCRIBED PROPERTY FALLS WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP, MAP NUMBER 17093C0125G, WITH AN EFFECTIVE DATE OF FEBRUARY 4, 2009. SUBJECT TO MAP INTERPRETATION AND SCALING.

WE FURTHER CERTIFY THAT ALL SUBDIVISION MONUMENTS WILL BE SET, AND I HAVE DESCRIBED THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (765 ILCS 205/). THE EXTERIOR SUBDIVISION MONUMENTS AND INTERIOR MONUMENTS WILL BE SET WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT (SECTION 1270-56 OF THE ILLINOIS PROFESSIONAL LAND SURVEYOR ACT OF 1989).

WE FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20__, IN ROSEMONT, ILLINOIS,

_____
DALE A. GRAY
EMAIL: dgray@mackieconsult.com
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003057
LICENSE EXPIRES: NOVEMBER 30, 2020

PLAT PREPARED FOR & MAIL TAX BILL TO:

CLIENT:
CALATLANTIC GROUP, INC.℠

1141 EAST MAIN STREET
SUITE 108
EAST DUNDEE, IL 60118
PHONE: 224-293-3100
FAX: 224-293-3101

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

DATE	DESCRIPTION OF REVISION	BY
11-11-19	PER CITY REVIEW	GKF
10-17-19	REVISE LEGALS & OWNER'S CERTIFICATE	GKF
09-13-19	REVISE LOTS TO OUTLOTS	GKF

DESIGNED	
DRAWN	GKF
APPROVED	DAG
DATE	09-04-19
SCALE	1" = 100'

FINAL PLAT OF RAINTREE VILLAGE, UNIT FOUR 1ST RESUBDIVISION YORKVILLE, ILLINOIS

SHEET 1 OF 2

PROJECT NUMBER: 3459

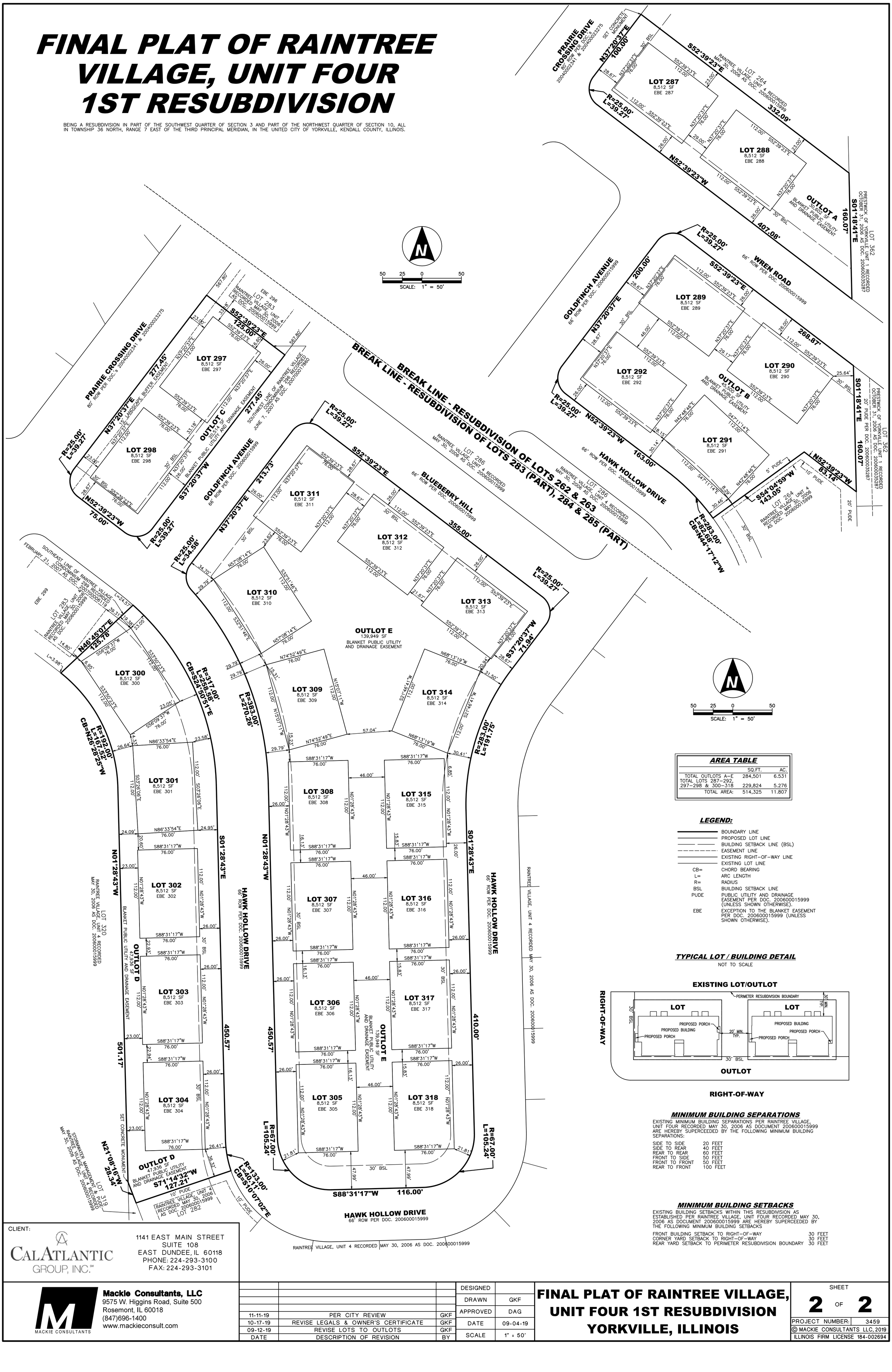
© MACKIE CONSULTANTS LLC, 2019

ILLINOIS FIRM LICENSE 184-002694

11/11/2019 1:09:50 PM
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FINAL PLAT OF RAINTREE VILLAGE, UNIT FOUR 1ST RESUBDIVISION

BEING A RESUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



AREA TABLE

	SQ.FT.	AC.
TOTAL OUTLOTS A–E	284,501	6.531
TOTAL LOTS 287–292, 297–298 & 300–318	229,824	5.276
TOTAL AREA:	514,325	11.807

LEGEND:

- BOUNDARY LINE
- PROPOSED LOT LINE
- BUILDING SETBACK LINE (BSL)
- EASEMENT LINE
- EXISTING RIGHT–OF–WAY LINE
- EXISTING LOT LINE

CB=	CHORD BEARING
L=	ARC LENGTH
R=	RADIUS
BSL	BUILDING SETBACK LINE
PUDE	PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOC. 200600015999 (UNLESS SHOWN OTHERWISE).
EBE	EXCEPTION TO THE BLANKET EASEMENT PER DOC. 200600015999 (UNLESS SHOWN OTHERWISE).

TYPICAL LOT / BUILDING DETAIL

NOT TO SCALE

MINIMUM BUILDING SEPARATIONS

EXISTING MINIMUM BUILDING SEPARATIONS PER RAINTREE VILLAGE, UNIT FOUR RECORDED MAY 30, 2006 AS DOCUMENT 200600015999 ARE HEREBY SUPERCEEDED BY THE FOLLOWING MINIMUM BUILDING SEPARATIONS:

SIDE TO SIDE	20 FEET
SIDE TO REAR	40 FEET
REAR TO REAR	60 FEET
FRONT TO SIDE	50 FEET
FRONT TO FRONT	50 FEET
REAR TO FRONT	100 FEET

MINIMUM BUILDING SETBACKS

EXISTING BUILDING SETBACKS WITHIN THIS RESUBDIVISION AS ESTABLISHED PER RAINTREE VILLAGE, UNIT FOUR RECORDED MAY 30, 2006 AS DOCUMENT 200600015999 ARE HEREBY SUPERCEEDED BY THE FOLLOWING MINIMUM BUILDING SETBACKS

FRONT BUILDING SETBACK TO RIGHT–OF–WAY	30 FEET
CORNER YARD SETBACK TO RIGHT–OF–WAY	30 FEET
REAR YARD SETBACK TO PERIMETER RESUBDIVISION BOUNDARY	30 FEET

CLIENT:
CALATLANTIC GROUP, INC.℠
1141 EAST MAIN STREET
SUITE 108
EAST DUNDEE, IL 60118
PHONE: 224-293-3100
FAX: 224-293-3101

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com
MACKIE CONSULTANTS

DATE	DESCRIPTION OF REVISION	BY
11-11-19	PER CITY REVIEW	GKF
10-17-19	REVISE LEGALS & OWNER'S CERTIFICATE	GKF
09-12-19	REVISE LOTS TO OUTLOTS	GKF

DESIGNED	
DRAWN	GKF
APPROVED	DAG
DATE	09-04-19
SCALE	1" = 50'

FINAL PLAT OF RAINTREE VILLAGE, UNIT FOUR 1ST RESUBDIVISION YORKVILLE, ILLINOIS

SHEET 2 OF 2

PROJECT NUMBER: 3459

© MACKIE CONSULTANTS LLC, 2019

ILLINOIS FIRM LICENSE 184-002694

11/12/2019 1:45:37 PM
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Engineering Enterprises, Inc.

November 13, 2019

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

Re: Raintree Village, Unit 4 - Resubdivision
Final Plat of Resubdivision
United City of Yorkville, Illinois

Dear Krysti:

We are in receipt of the Final Plat, prepared by Mackie Consultants, LLC dated November 6, 2019 for the above referenced project.

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:

1. The outlots to need to be changed to lots.

2. All lots are to be numbered and not lettered.

The plat should be revised and resubmitted. 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/nls

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, City Clerk (Via e-mail)
Mr. Rick Murphy, Lennar (Via e-mail)
TNP, NLS, EEI (Via e-mail)

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2019\YO1932-DR Raintree Village, Unit 4-Resubdivision\Docs\lcoy_PlatReview01.doc

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
THE UNITED CITY OF YORKVILLE
PLANNING & ZONING COMMISSION
PZC 2019-30

NOTICE IS HEREWITH GIVEN THAT CalAtlantic Group, Inc. (a fully owned subsidiary of Lennar Homes), petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting amendment to the Raintree Village Planned Unit Development Agreement to reduce the minimum side yard setback for Lots 264-282 from ten feet (10') to six feet (6') for new construction townhomes within the Raintree Village development. The real property is generally located east of IL Route 47, south of IL Route 71, immediately west of IL Route 126 in Yorkville, Illinois.

The legal description is as follows:

LOTS 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281 AND 282 ALL IN RAINTREE VILLAGE, UNIT 4 SUBDIVISION, RECORDED AS DOCUMENT 2006000015999. ALL IN PART OF THE SW 1/4 OF SECTION 3 AND PART OF THE NW 1/4 OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

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, January 8, 2020 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 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. Additional information on the petition can be viewed at https://www.yorkville.il.us/502/Current-Projects-Public-Hearings.

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

LISA PICKERING
City Clerk

Memorandum

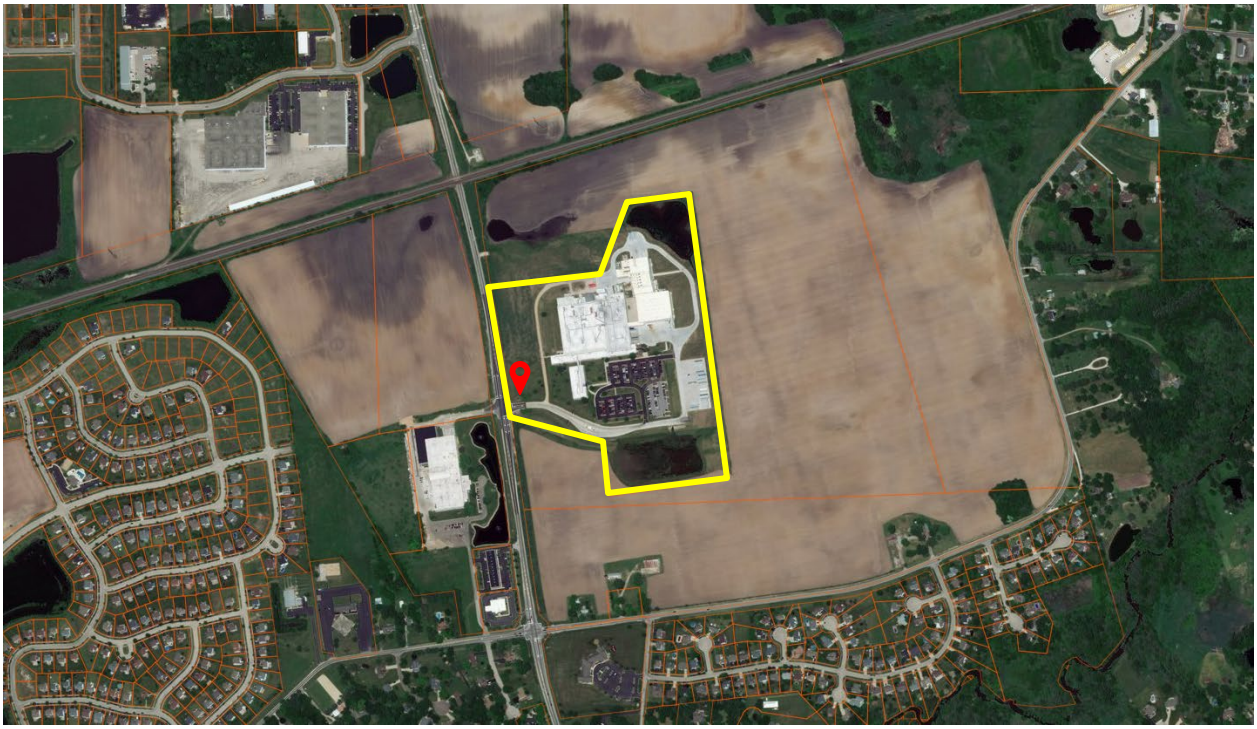
To: Planning and Zoning Commission
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
Date: December 31, 2019
Subject: **PZC 2019-31 Wrigley Solar Panel & Wind Turbine (**Special Use)

SUMMARY:

Brian Werner of Continental Electric representing Wrigley Manufacturing, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting special use permit approval to install and operate a freestanding solar energy system and freestanding wind energy system at 2800 N Bridge Street. The real property, zoned in the M-1 Limited Manufacturing District, is located on the east side of US Route 47 south of the Burlington Northern & Santa Fe railway and north of Cannonball Trail. The petitioner is requesting for a single stationary solar panel and single vertical wind turbine to be located near the front of the property to power an illuminated sign.

The solar panel and wind turbine have already been erected and the petitioner is applying to conform to the City's code which requires a special use for this accessory. If the special use is not granted or if certain conditions are made upon the special use authorization, then the petitioner will either remove the structure or modify it to follow the recommendations given during the public hearing process. This memorandum summarizes the existing conditions, the request, and how the project aligns with current City ordinances.

Site Location



EXISTING CONDITIONS:

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

	Zoning	Land Use
North	M-1 Limited Manufacturing	Vacant/Wrigley Property
South	M-1 Limited Manufacturing	Vacant/Wrigley Property
East	M-1 Limited Manufacturing	Vacant/Wrigley Property
West	B-3 General Business District	Agricultural/Aurora Textiles



The freestanding solar panel and wind turbine are powering the illuminated Wrigley Manufacturing monument sign. The sign was updated in the spring of this year to make it internally illuminated. These alternative energy systems were installed to power that sign. To avoid running a power line from the building to the sign which would be costly and time consuming, these systems were installed instead. The area is landscaped and well maintained.

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 all freestanding energy systems as a special use within the all zoning districts and establishes regulations which were used in the review of this request.

The proposed alternative energy system is required to meet the setback standards for the M-1 Limited Manufacturing District as well as the provisions under the Freestanding Solar Energy and Wind Energy Systems regulations.

Table 10.07.01 of Chapter 7 in the City's Zoning Ordinance provides dimensions and bulk regulations for the M-1 Limited Manufacturing District. These regulations require a twenty-five-foot (25') front yard setback and a twenty-foot (20') side yard setback for this property. The freestanding solar and wind system are more than fifty feet (50') from the front lot line and are well over one-hundred feet (100') from both side lot lines. Therefore, the solar and wind energy systems are within the building envelope for this M-1 District property.

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. As stated previously, the solar and wind energy systems are within the building envelope for this property and therefore meet all setback requirements.

Height
The petitioner has submitted an exhibit illustrating that the height of the entire solar panel on the stand does not exceed eleven feet and four inches inch (11'4") in height. Section 10-19-7-F states the maximum height will be stipulated as a special use condition. Section 10- 19-7-D of the City's Zoning Ordinance, the minimum clearance between the lowest point of the system and the surface which the system is mounted is ten (10) feet. The exhibit shows a two-foot eight inch (2'8") minimum clearance. This clearance has been an issue with previous solar system requests as the ten-foot (10') standard does not meet any industry racking standards. The panels would be too high and could cause issues with their wind load rating. It is staff's intention to propose a future text amendment to this section of the ordinance to meet current best practices. Therefore, staff is not opposed to the required minimum clearance proposed.

The petitioner has submitted an exhibit illustrating that the overall height of the wind turbine is about fifteen feet nine inches (15'9") with a minimum blade clearance of ten feet six inches (10'6"). Section 10-19-5-B states the minimum clearance of the lowest point of the blade tip be fifteen feet (15"). Similar to the solar panels, this number is not accurate with industry standards for this type of wind turbine. The initial intent was to provide safety for larger wind turbines and not small-scale versions like the proposed turbine. It is staff's intention to revisit this standard as well to ensure the proper industry standard measurements are being used in our code. Staff is not opposed to the required minimum clearance proposed.

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. There are two reasons glare is not an issue with this project. First, the solar panel is small and is set back from Route 47 that any glare created would likely not infringe upon drivers. Also, solar panels are designed to absorb light and not reflect it and therefore creating glare would mean the solar panel is not working properly.

Access
Section 10-19-5-F states freestanding wind energy systems and all components shall be protected against unauthorized access by the public. Climbing access to the tower shall not start until twelve feet (12') above grade. The wind turbine is located over fifty-feet (50') off the adjacent roadway which contains no sidewalk and it does not have any climbing access. The area is well landscaped and is highly visible. For these reasons staff believes this energy system is not easily accessible by the public.

Accessory Use
Section 10-19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. The proposed energy systems are accessory to the Wrigley Manufacturing plant.

Signage
Section 10-19-4-F states that no commercial signage or attention getting device is permitted on any alternative energy system. The blades of the wind turbine contain signs for several Wrigley products. While this is not permitted, the Economic Development Committee expressed that they like and approve of the small signage on the blades of the turbine as it gives character to the system. Each blade also represents a different product made at the facility. Therefore, the petitioner will be requesting to keep the blade signs as a condition to the special use.

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. The petitioner has been made aware of this requirement.

SPECIAL USE STANDARDS:

Section 10-4-9F 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 in which it is to be located.
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 proposed special use is not contrary to the objectives of the official comprehensive plan of the City as amended.

Additionally, Section 10-19-4C of the City's Zoning Ordinance establishes standards for special use requests regarding alternative energy systems. No special use shall be recommended by the Planning and Zoning Commission unless said commission shall find that:

1. The city council shall determine that the application has met all of the general requirements of this chapter.

2. The proposed energy system shall further the intent of this chapter and provide renewable energy to the property on which it is proposed.

3. 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.

4. 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.

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 during the public hearing at the Planning and Zoning Commission meeting.

STAFF COMMENTS & RECOMMENDATIONS:

Should the City Council vote to approve this request, staff recommends the following conditions to the special use:

1. The minimum clearance between the lowest point of the solar energy system and the surface on which the system is mounted is two-foot eight inch (2'8").

2. A maximum height of the entire solar energy system does not exceed eleven feet and four inches inch (11'4") in height.

3. For the wind energy system, the minimum clearance between the lowest tip of the blade and the ground is ten feet six inches (10'6").

4. For the wind energy system, signage on the blades only will be permitted.

Proposed Motion:

In consideration of testimony presented during a Public Hearing on January 8, 2020 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for Special Use authorization to construct a freestanding solar energy system and wind turbine, on a M-1 Limited Manufacturing zoned property located at the entrance to the Wrigley Manufacturing Center on the east side of US Route 47, subject to staff recommendations in a memo dated December 31, 2020 and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

ATTACHMENTS:

1. Special Use Application with Attachments
2. Wrigley Energy Set Plans
3. Images of Energy System

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

APPLICATION FOR SPECIAL USE

INTENT AND PURPOSE:

The purpose of the zoning code is based upon the authority of the city to divide its land into districts by use, bulk, location of building and structures, in a substantially uniform manner. It is recognized that while some uses are permitted under the zoning code to keep uniformity, a case-by-case analysis must be conducted for certain permitted uses to discover the impact of those uses on neighboring land and of the public need for the particular use at the particular location. In these cases a special use must be granted.

This packet explains the process to successfully submit and complete an Application for Special Use. It includes a detailed description of the process and the actual application itself. Please type the required information in the application on your computer. The application will need to be printed and signed by the petitioner. The only item that needs to be submitted to the city from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 9 Special Uses" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE:

STAGE 1
Submit Application, Fees, and All Pertinent Information to the Community Development Department

STAGE 2
Plan Council Review
Meets on the 2nd and 4th Thursday of the Month

STAGE 3
Economic Development Committee
Meets on the 1st Tuesday of the Month

STAGE 4
Planning and Zoning Commission Public Hearing
Meets on the 2nd Wednesday of the Month

STAGE 5
City Council Public Hearing
Meets on the 2nd and 4th Tuesday of the Month

STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Three (3) 11" x 17" copies each of the exhibits, proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing one (1) electronic copy (pdf) of each of the following: signed application (complete with exhibits), proposed drawings, location map, and site plan. A Microsoft Word document with the legal description is also required.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. These materials must be submitted a minimum of forty five (45) days prior to the targeted Planning and Zoning Commission meeting. An incomplete submittal could delay the scheduling of the project.

Petitioner will be responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the city to cover these fees. The Petitioner Deposit Account/Acknowledgment of Financial Responsibility form is attached to this document and must be submitted with the application.

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APPLICATION FOR SPECIAL USE

STAGE 2: PLAN COUNCIL

Petitioner must present the proposed plan to the Plan Council. The Plan Council meets on the 2nd and 4th Thursday of the month. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. Upon recommendation by the Plan Council, petitioner will move forward to the Planning and Zoning Commission hearing.

STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE

Applicant must present the proposed plan to the Economic Development Committee. Economic Development Committee meets at 7:00 p.m. on the 1st Tuesday of each month. This session is to discuss and consider recommendations prior to full City Council considerations and provide informal feedback. The Economic Development Committee will submit its recommendation to City Council.

STAGE 4: PLANNING AND ZONING COMMISSION

Petitioner will attend a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. Notice will be placed in the Kendall County Record by the United City of Yorkville. The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. Twenty four (24) hours prior to the public hearing, a certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No special use shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance. The Certified Mailing Affidavit form is attached to this document and must be submitted prior to the scheduled Planning and Zoning Commission meeting.

STAGE 5: CITY COUNCIL

Petitioner will attend the City Council meeting where the recommendation of the special use will be considered. The City Council meets on the 2nd and 4th Tuesdays of the month at 7:00pm. City Council will make the final approval of the special use.

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APPLICATION FOR SPECIAL USE

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the requirements stated above. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial plan commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)

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APPLICATION FOR SPECIAL USE

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit	$500.00	Total: $
AMENDMENT	☐ Annexation ☐ Plan ☐ Plat ☐ P.U.D.	$500.00 $500.00 $500.00 $500.00	Total: $
ANNEXATION	☐ $250.00 + $10 per acre for each acre over 5 acres _____ - 5 = _____ x $10 = _____ + $250 = $ _____ # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount		Total: $
REZONING *If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee*	☐ $200.00 + $10 per acre for each acre over 5 acres _____ - 5 = _____ x $10 = _____ + $200 = $ _____ # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount		Total: $
SPECIAL USE	☒ $250.00 + $10 per acre for each acre over 5 acres _____ - 5 = _____ x $10 = _____ + $250 = $ _____ # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount		Total: $ 250
ZONING VARIANCE	☐ $85.00 + $500.00 outside consultants deposit		Total: $
PRELIMINARY PLAN FEE	☐ $500.00		Total: $
PUD FEE	☐ $500.00		Total: $
FINAL PLAT FEE	☐ $500.00		Total: $
ENGINEERING PLAN REVIEW DEPOSIT	☒ Less than 1 acre ☒ Over 1 acre, less than 10 acres ☐ Over 10 acres, less than 40 acres ☐ Over 40 acres, less than 100 acres ☐ Over 100 acres	$1,000.00 $2,500.00 $5,000.00 $10,000.00 $20,000.00	Total: $ 2,500
OUTSIDE CONSULTANTS DEPOSIT *Legal, land planner, zoning coordinator, environmental services*	For Annexation, Subdivision, Rezoning, and Special Use: ☒ Less than 2 acres ☐ Over 2 acres, less than 10 acres ☐ Over 10 acres	$1,000.00 $2,500.00 $5,000.00	Total: $ 1,000
	TOTAL AMOUNT DUE:		$ 3,750

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APPLICATION FOR SPECIAL USE

DATE: 10/18/19	PZC NUMBER:	DEVELOPMENT NAME:

PETITIONER INFORMATION

NAME: Brian Werner	COMPANY: Continental Electric
MAILING ADDRESS: 815 Commerce Drive	
CITY, STATE, ZIP: Oak Brook, IL 60523	TELEPHONE: 847-772-8831
EMAIL: bwerner@cecco.com	FAX:

PROPERTY INFORMATION

NAME OF HOLDER OF LEGAL TITLE: Wrigley Manufacturing

IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:

PROPERTY STREET ADDRESS: 2800 N. Rt 47

DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:

CURRENT ZONING CLASSIFICATION: M-1	COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: Industrial

REQUESTED SPECIAL USE:
Solar Array and vertical wind turbine

ZONING AND LAND USE OF SURROUNDING PROPERTIES

NORTH:	M-1
EAST:	M-1
SOUTH:	M-1
WEST:	B-3

KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)

02163000 12			

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APPLICATION FOR SPECIAL USE

ATTORNEY INFORMATION NONE	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
ENGINEER INFORMATION NONE	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
LAND PLANNER/SURVEYOR INFORMATION NONE	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:

ATTACHMENTS

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

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (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".

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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 wind turbine and the solar array do not impact the public in any way.

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:

All surrounding land is vacant or industrial use. There is no risk of injury from the wind mill or solar array. It will not impact surrounding property values,

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:

~~XXXX~~ The wind mill and solar panels will not inpede the normal and orderly development and improvement of the surrounding areas. All property to the North, South, and ~~East~~ East are owned by Wrigley

PLEASE STATE HOW ADEQUATE UTILITIES, ACCESS ROADS, DRAINAGE OR OTHER NECESSARY FACILITIES HAVE BEEN OR ARE BEING PROVIDED:

~~XXXX~~ The wind mill and solar panels will not have any impact on the utilities, roads or drainage. No improvements will need to be made to accomidate the wind mill or solar array.

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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:

~~XXXXX~~ The windmill and solar array will not add any congestion to public streets

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 PLANNING AND ZONING COMMISSION:

The wind mill and solar array are a green solution to provide power to the Wrigley sign. The entire structure is built to all local and national codes.

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.

PETITIONER SIGNATURE _____ DATE 10-18-19 11-5-19

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

OWNER SIGNATURE _____ DATE 10-18-19

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

OFFICIAL SEAL
ANDREA M WEINERT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/27/22

United City of Yorkville
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

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:

PETITION/APPROVAL TYPE (*check appropriate box(es) of approval requested*):

☐ CONCEPT PLAN REVIEW	☐ AMENDMENT (TEXT)	☐ ANNEXATION	☐ REZONING
☒ SPECIAL USE	☐ MILE AND 1/2 REVIEW	☐ ZONING VARIANCE	☐ PRELIMINARY PLAN
☐ FINAL PLANS	☐ PLANNED UNIT DEVELOPMENT	☐ 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: Brian Werner	COMPANY CECO
MAILING ADDRESS: 930 Tallgrass Ct	
CITY, STATE, ZIP: Somonauk IL 60552	TELEPHONE: 847-772-8831
EMAIL: bwerner@cecco.com	FAX:

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.

Brian Werner	Field Supervisor
PRINT NAME	TITLE
[signature]	10-18-19
SIGNATURE	DATE

ACCOUNT CLOSURE AUTHORIZATION

DATE REQUESTED: _____ ☐ COMPLETED ☐ INACTIVE

PRINT NAME: _____ ☐ WITHDRAWN ☐ COLLECTIONS

SIGNATURE: _____ ☐ OTHER

DEPARTMENT ROUTING FOR AUTHORIZATION: ☐ COM. DEV. ☐ BUILDING ☐ ENGINEERING ☐ FINANCE ☐ ADMIN.

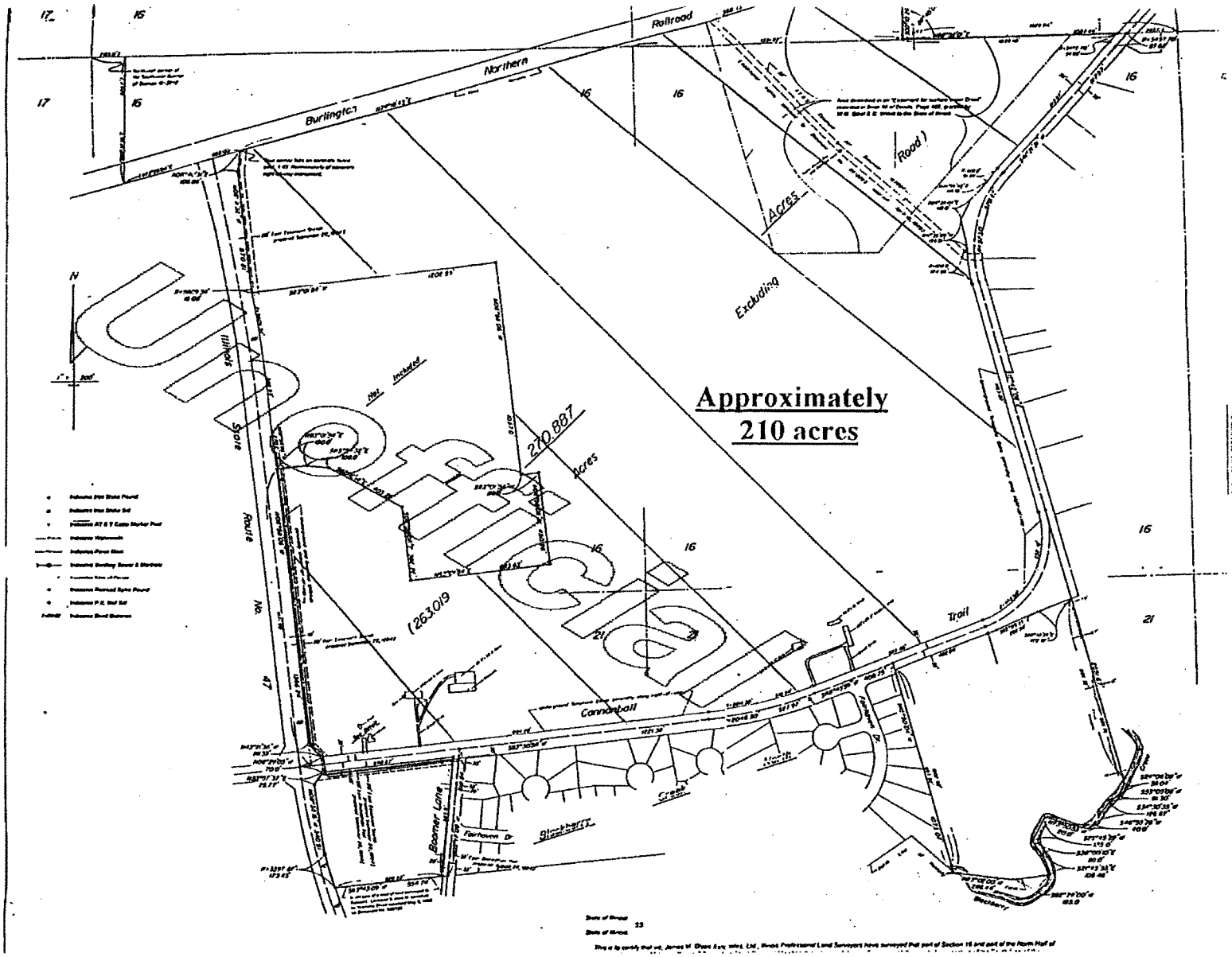
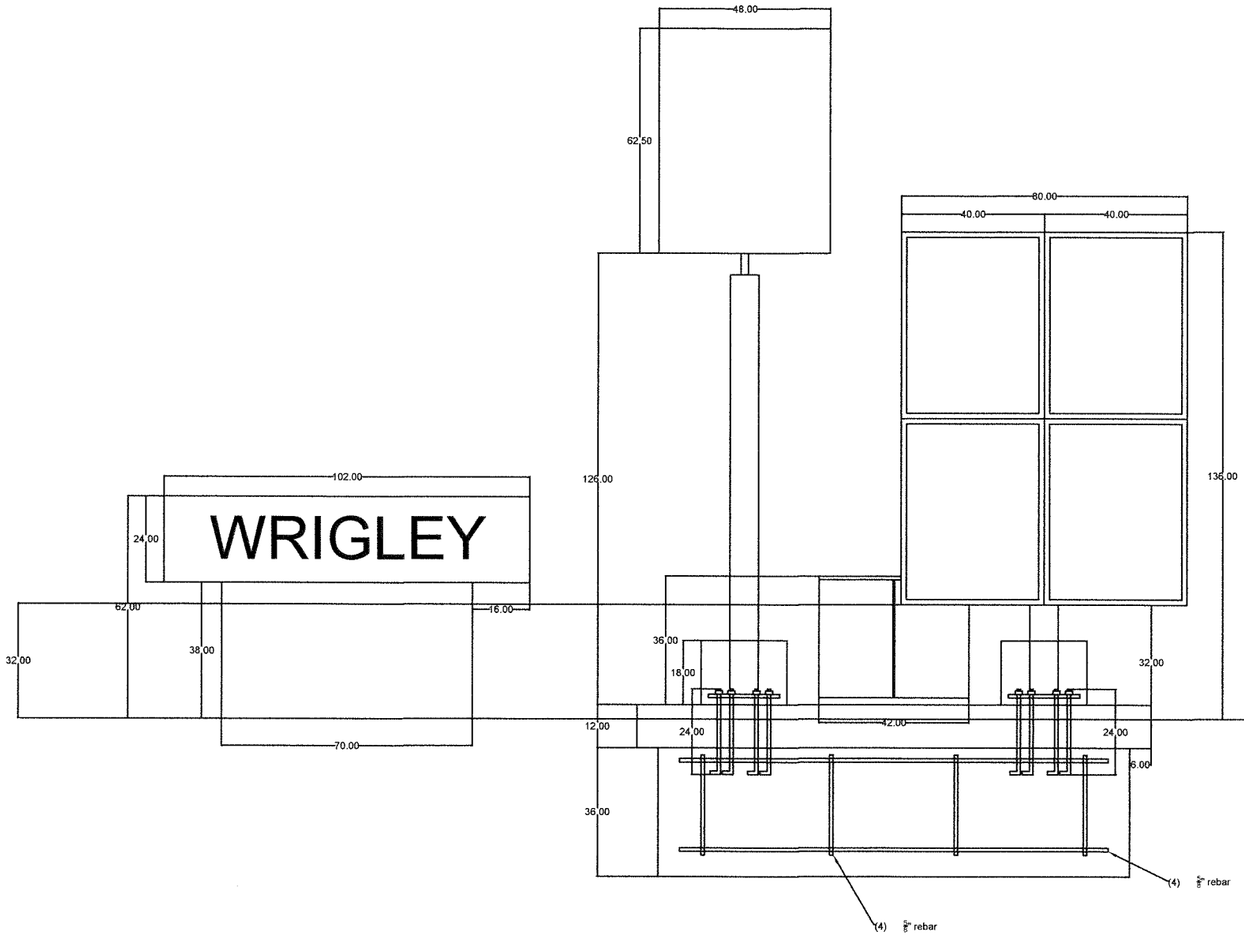

Approximately
210 acres
Unofficial
Excluding
210.887
Acres
Cannonball
Trail
Boomer Lane
Glen Ellyn
Fairhaven
Glenberry
Creek
Road
Railroad
Northern
Burlington
State
Route
No.
47
Illinois
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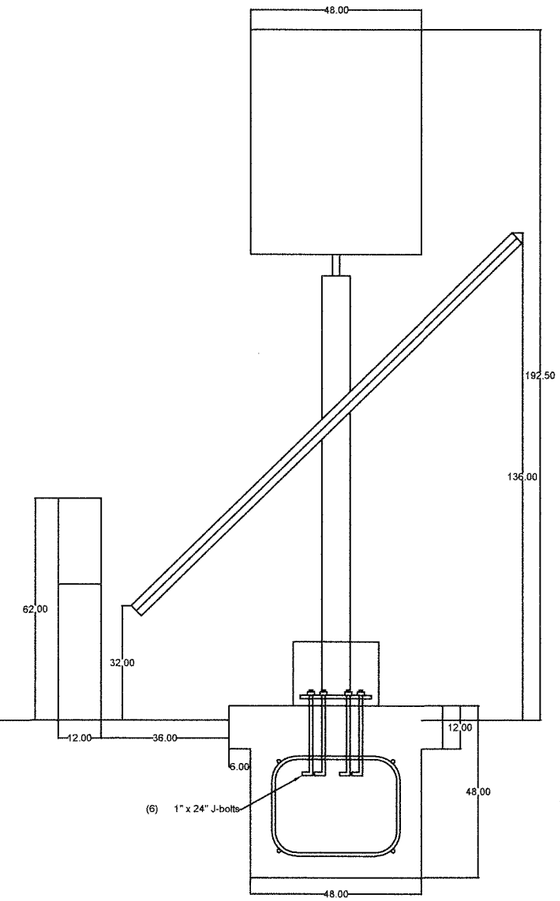
EXHIBIT A

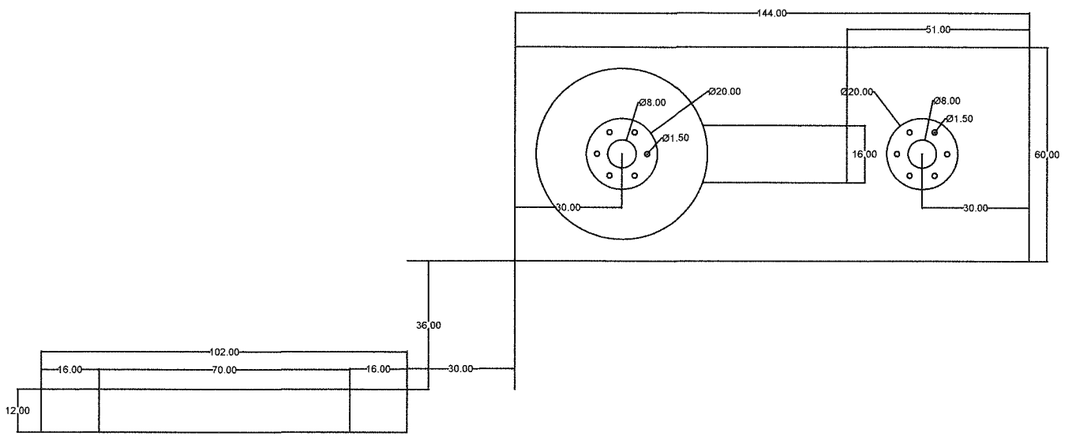
LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 16, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the point of intersection of the easterly right-of-way line of Illinois State Route 47, extended southerly with the center line of Cannonball Trail (County Road No. 10); thence North 06°58'06" West along said easterly right-of-way line, 1471.90 feet for the point of beginning; thence continuing North 06°58'06" West along said easterly right-of-way line, 270.00 feet to the point of curve in said easterly right-of-way line; thence northerly along said easterly right-of-way line, being a curve with a radius of 9609.34 feet, concave to the West, a distance of 596.83 feet; thence North 83°01'54" East 1202.53 feet; thence South 06°58'06" East 1037.00 feet; thence North 83°01'54" East 86.00 feet; thence South 06°58'06" East 450.26 feet; thence South 83°01'54" West 683.63 feet; thence North 06°58'06" West 366.26 feet; thence North 62°10'14" West 403.28 feet; thence North 83°54'32" West 108.00 feet; thence South 83°01'54" West 150.00 feet to the point of beginning in the United City of the Village of Yorkville, Kendall County, Illinois and containing 34.132 acres, more or less.

Unofficial


48.00
62.50
80.00
40.00
40.00
126.00
136.00
102.00
WRIGLEY
24.00
62.00
16.00
32.00
38.00
36.00
18.00
32.00
12.00
24.00
42.00
24.00
70.00
6.00
36.00
(4) ⅝" rebar
(4) ⅝" rebar


48.00
192.50
136.00
62.00
32.00
12.00
36.00
12.00
6.00
48.00
(6) 1" x 24" J-bolts
48.00


144.00
51.00
Ø8.00
Ø20.00
Ø1.50
Ø20.00
Ø8.00
Ø1.50
16.00
60.00
30.00
30.00
36.00
102.00
16.00
70.00
16.00
30.00
12.00




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Skittles
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12V Inverter Charger
Global LF Series
AIMS POWER
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