



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 13, 2021

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: September 9, 2020

Citizen's Comments

Public Hearings

1. **PZC 2020-14** United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment for consideration of updates to "Chapter 20: Signs" of the United City of Yorkville Zoning Ordinance. The amendment to the text is related to non-conforming signs which proposes to define the term "maintenance" of said signage. Additionally, the text amendment will provide an exemption for the replacement of existing non-conforming freestanding monument static message board signs with electronic message board signs along a major thoroughfare, if such replacement does not increase the overall existing sign size.

Unfinished Business

New Business

1. **PZC 2020-11** Luz M. Padilla, Abby Properties, LLC, petitioner, is seeking Final Plat approval for an approximately 20.7-acre site consisting of 72 lots for single-family attached dwelling units and 2 lots for open space and a future phase of development. The properties being subdivided are Phases 2 and 3 of the Kendall Marketplace Townhome Development.

Action Item:

Final Plat

2. **PZC 2020-12** Bruce A. Mellen, on behalf of DR Horton, Inc.- Midwest, petitioner, is seeking Final Plat amendment approval to convert the existing 17 EBE (Exception to Blanket Easements) parcels to 80 "fee simple" lots consisting of approximately 7.236 acres in Grande Reserve Units 15 and 22 in Neighborhood 5. The lots are planned for new residential townhome units and are located south of Mill Road and east of Kennedy Road.

Action Item:

Final Plat

3. **PZC 2020-13** Kris and Hillary Wieschhaus, petitioners, are requesting a variance to allow installation of a driveway at zero feet (0') from the eastern property line instead of the required five-foot (5') setback. The approximately 6.4-acre property is located at 9261 Kennedy Road which is about a half mile east of Route 47 on the north side of Kennedy Road. The property is adjacent to the rear of 9227 Kennedy Road which fronts the right-of-way.

Action Item:

1.5 Mile Review

4. **PZC 2020-14** United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment for consideration of updates to "Chapter 20: Signs" of the United City of Yorkville Zoning Ordinance. The amendment to the text is related to non-conforming signs which proposes to define the term "maintenance" of said signage. Additionally, the text amendment will provide an exemption for the replacement of existing non-conforming freestanding monument static message board signs with electronic message board signs along a major thoroughfare, if such replacement does not increase the overall existing sign size.

Action Item:

Text Amendment

Additional Business

1. **City Council Action Updates:**

PZC 2020-08 David A. Pollock, BAMM Sign, Inc. dba Signarama-Aurora, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting sign variance approval to permit a sign to be erected taller than twelve (12) feet in height as stated in Section 10-20-9-A-1 of the Yorkville Municipal Code. The real property is generally located at the southeast corner of Veterans Parkway (U.S. 34) and Game Farm Road in Yorkville, Illinois, commonly known as 1308 Game Farm Road, Yorkville, IL. The petitioner is looking to replace the monument sign which was removed due to the State widening of U.S. 34.

City Council Action:

Sign Variance Approved

Adjournment

DRAFT

PLANNING & ZONING COMMISSION

City Council Chambers

800 Game Farm Road, Yorkville, IL

Wednesday, September 9, 2020 7:00pm

In accordance with Public Act 101-0640 and Gubernatorial Disaster Proclamation issued by Governor Pritzker pursuant to the powers vested in the Governor under the Illinois Emergency Management Agency Act, the City of Yorkville encouraged remote attendance for the Planning and Zoning Commission meeting to facilitate social distancing due to the current Covid-19 pandemic.

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: Rusty Hyett-yes/remote, Don Marcum-yes/remote, Greg Millen-yes/remote, Jeff Olson-yes/in-person, Danny Williams-yes/remote

Absent: Deborah Horaz, Richard Vinyard

City Staff

Krysti Barksdale-Noble, Community Development Director/remote

Jason Engberg, Senior Planner/in-person

Other Guests

Christine Vitosh, Vitosh Reporting Service/remote

Lynn Dubajic, City Consultant/remote

Gerald Deutsch, Ward 2/remote

David Pollock, Bamm Sign, Inc./remote

Previous Meeting Minutes March 11, 2020

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

Roll call: Hyett-yes, Marcum-yes, Millen-yes, Olson-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 by Mr. Williams and seconded by Mr. Marcum to open the Hearing.

Roll call: Marcum-yes, Millen-yes, Olson-yes, Williams-yes, Hyett-yes. Carried 5-0.

Chairman Olson read the Public Hearing as follows:

1. **PZC 2020-08** David A. Pollock, BAMM Sign, Inc. dba Signarama-Aurora, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting sign variance approval to permit a sign to be erected taller than twelve (12) feet in height as stated in Section 10-20-9-A-1 of the Yorkville Municipal Code. The real property is generally located at the southeast corner of Veterans Parkway (U.S. 34) and Game Farm Road in Yorkville, Illinois, commonly known as 1308 Game Farm Road, Yorkville, Il. The petitioner is looking to replace the monument sign which was removed due to the State widening of U.S. 34.

(See Court Reporter Transcript)

The Hearing was closed at approximately 7:10pm on a motion by Mr. Williams and second by Mr. Marcum.

Roll call: Millen-yes, Olson-yes, Williams-yes, Hyett-yes, Marcum-yes. Carried 5-0.

Unfinished Business None

New Business

1. **PZC 2020-08** David Pollock Sign Variance (see description above)

Mr. Engberg elaborated on the sign variance request. He said the maximum sign height allowed is 12 feet. Due to the topography and the fact that IDOT used some of the land, the previous sign was removed. Road construction is finished and the petitioner wishes to erect a new sign. A retaining wall there is 25 feet in height and he said the sign will be lower than the top of the wall. The sign meets all other criteria and is not illuminated. Staff is supportive of the request and there was no other discussion by Commissioners. Chairman Olson read the Standards for Granting a Variance. The Petitioner's responses to his affidavit will be entered into the record.

Action Item:

Sign Variance.

A motion was made by Mr. Marcum and seconded by Mr. Williams to approve this request. Mr. Williams read the motion as follows: In consideration of testimony presented during a Public Hearing on September 9, 2020 and approval of the findings of fact, the Planning and Zoning Commission recommends approval of a request to vary the sign regulations contained in Section 10-20-9-A-1 of the United City of Yorkville Zoning Ordinance to permit a free standing monument sign in a business district to be a maximum height of twenty-three feet, six inches (23'6") as measured from the centerline of the adjacent street.

Roll call: Olson-yes, Williams-yes, Hyett-yes, Marcum-yes, Millen-yes. Carried 5-0.

2. 2021 Meeting Schedule

Action Item:

Vote

Mr. Williams and Mr. Marcum moved and seconded, respectively, to approve the 2021 PZC meeting schedule.

Roll call: Williams-yes, Hyett-yes, Marcum-yes, Millen-yes, Olson-yes. Carried 5-0.

Additional Business

Mr. Engberg summarized the City Council actions on three cases previously heard at PZC.

1. City Council Action Updates:

PZC 2020-02: Tyler Edwards on behalf of Menards: Final Plat approved.

PZC 2020-03: Luz Padilla on behalf of Abby Properties: The PUD application was withdrawn by the applicant and the Final Plat was approved.

PZC 2020-05: Text Amendment for Alternative Energy Systems: Text Amendment was approved.

2. Appointment of a Vice-Chairman for the Planning and Zoning Commission

A new Vice-Chairman is selected each year. Mr. Williams volunteered to be Vice-Chairman for 2021. Mr. Marcum moved and Mr. Hyett seconded the motion to select Mr. Williams as the new Vice-Chairman.

Roll call: Williams-yes, Hyett-yes, Marcum-yes, Millen-yes, Olson-yes. Carried 5-0.

Planning & Zoning Commissioner's Training Series: 2020 Revised Schedule

Ms. Noble drafted a new schedule due to the disruption in the series because of the pandemic. She is open to any suggestions or changes.

Adjournment

There was no further business and the meeting was adjourned at 7:28pm on a motion by Mr. Williams and second by Mr. Hyett. Approved on unanimous voice vote.

Respectfully submitted by

Marlys Young, Minute Taker/remote

1
2
3
4
5 UNITED CITY OF YORKVILLE

6 YORKVILLE, ILLINOIS

7
8
9 PLANNING AND ZONING COMMISSION

10 PUBLIC HEARING

11
12
13
14
15
16 800 Game Farm Road

17 Yorkville, Illinois

18
19
20 Wednesday, September 9, 2020

21 7:00 p.m.

1 PRESENT:

2 Mr. Jeff Olson, Chairman,

3 Mr. Rusty Hyatt,

4 Mr. Donald Marcum,

5 Mr. Greg Millen,

6 Mr. Danny Williams.

7
8 ALSO PRESENT:

9 Ms. Krysti Barksdale-Noble, Community
10 Development Director;

11 Mr. Jason Engberg, Senior Planner;

12 Ms. Marlys Young, Minute Taker.

13 - - - - -
14
15
16
17
18
19
20
21
22
23
24

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

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

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

15 Those persons wishing to testify are
16 asked to speak clearly, one at a time, state your
17 name, who you represent. You are also asked to
18 sign in at the podium, and we don't have that, so
19 Jason is going to do sign-in for you.

20 If you plan to speak during
21 tonight's public hearing as the petitioner, which
22 I believe is David, who is on the zoom here, or
23 as a member of the public, if you would, sir,
24 please stand, raise your right hand, and repeat

1 after me.

2 (Witnesses sworn.)

3 CHAIRMAN OLSON: I am going to assume
4 that David in zoomland also did that.

5 MR. POLLOCK: That's correct.

6 CHAIRMAN OLSON: All right. So the
7 order for receiving testimony during this public
8 hearing will be the petitioner will make their
9 presentation, and then anyone who is speaking in
10 favor of their request will speak, and then
11 anyone who is speaking in opposition to their
12 request will speak.

13 (Inaudible.)

14 CHAIRMAN OLSON: That's fine. So you
15 will go -- Then if you want, you can. If you
16 don't want, you don't have to, but after he is
17 done with the presentation, you get your chance.
18 Yes, sir.

19 May I have a motion then to open
20 the public hearing on Petition number PZC
21 2020-08, David A. Pollock, Bamm -- B-A-M-M or
22 Bamm Sign?

23 MR. POLLOCK: Bamm Sign.

24 CHAIRMAN OLSON: Bamm Sign, application

1 for sign variance.

2 COMMISSIONER MARCUM: So moved.

3 COMMISSIONER WILLIAMS: Second.

4 CHAIRMAN OLSON: A roll call vote,
5 please.

6 MS. YOUNG: Marcum.

7 COMMISSIONER MARCUM: Yes.

8 MS. YOUNG: Millen.

9 COMMISSIONER MILLEN: Yes.

10 MS. YOUNG: Olson.

11 CHAIRMAN OLSON: Yes.

12 MS. YOUNG: Williams.

13 COMMISSIONER WILLIAMS: Yes.

14 MS. YOUNG: Hyatt.

15 COMMISSIONER HYATT: Yes.

16 MS. YOUNG: Thank you.

17 CHAIRMAN OLSON: The public hearings up
18 for tonight are the following: PZC 2020-08,
19 David A. Pollock, BMM Sign, Incorporated, doing
20 business as Signarama-Aurora, petitioner, has
21 filed an application with the United City of
22 Yorkville, Kendall County, Illinois, requesting
23 sign variance approval to permit a sign to be
24 erected taller than 12 feet in height as stated

1 in Section 10-20-9-A-1 of the Yorkville Municipal
2 Code.

3 The real property is located at the
4 southeast corner of Veterans Parkway and Game
5 Farm Road in Yorkville, Illinois, commonly known
6 as 1308 Game Farm Road, Yorkville, or Hillcrest
7 Nursing Home.

8 The petitioner is looking to replace
9 the monument sign which was removed due to the
10 State widening of Route 34 during the IDOT
11 construction.

12 Is the petitioner for PZC 2020-08,
13 sign variance application, present and prepared
14 to make their presentation of the proposed
15 request?

16 MR. POLLOCK: Yes.

17 CHAIRMAN OLSON: David, are you --

18 MR. POLLOCK: Yes, David Pollock is
19 present.

20 CHAIRMAN OLSON: Okay. Then by all
21 means, go ahead.

22 MR. POLLOCK: We request a variance to
23 the requirement that the sign be no more than
24 12 feet high, or eight feet high, because the

1 property begins at approximately 18 feet high
2 because of the widening of Route 34 and the wall
3 that has been built, that the property starts at
4 approximately 18 feet high, so to have a sign we
5 would -- it would be impossible to have a sign
6 unless it was built into the ground.

7 CHAIRMAN OLSON: The elevation is
8 different.

9 MR. POLLOCK: The elevation, correct.

10 CHAIRMAN OLSON: Anything else you want
11 to add?

12 MR. POLLOCK: I believe the sign would
13 meet all requirements of the town in all other
14 respects.

15 CHAIRMAN OLSON: Okay. Sorry, one
16 second. All right. Is there anyone who wishes
17 to speak in favor of the request or ask questions
18 of --

19 MR. DEUTSCH: Question.

20 CHAIRMAN OLSON: Sir, do you still want
21 him at the podium? Will that pick up his voice?

22 MR. ENGBERG: I will grab it.

23 CHAIRMAN OLSON: Okay. There is a
24 member of the public here who is going to ask a

1 question of the petitioner.

2 MR. DEUTSCH: I still don't understand
3 why it has to be 12 feet or over when it's
4 sitting at the very top of a hill.

5 MR. POLLOCK: Because the elevation is
6 measured from the crown of the road, which is
7 16 -- 18 feet below the actual ground line.

8 MR. DEUTSCH: I understand that the
9 elevation is 18 feet at that point, the hill is
10 still at the 18-foot level, so another 12 feet I
11 don't understand.

12 CHAIRMAN OLSON: So I think what the
13 disconnect is, the sign itself, so the monument
14 sign from grade to the top of the sign --

15 MR. DEUTSCH: Yeah.

16 CHAIRMAN OLSON: -- is only 78 inches in
17 height, so it's only six foot tall.

18 MR. DEUTSCH: Oh, well, that's a huge
19 difference.

20 CHAIRMAN OLSON: I agree with you, but
21 the 12 foot coming out of the ground is what we
22 are dealing with here. The 12 foot that you are
23 talking about is correct, the Zoning Ordinance
24 says that if we're measuring from the center line

1 on the street, that elevation, the top of the
2 monument sign can't be greater than 12 foot above
3 the center line on the road.

4 MR. DEUTSCH: Okay, and you just said
5 something that I want to be sure I understand,
6 and that is, can't be above 12, but it is
7 stipulated there it will be -- can be --

8 CHAIRMAN OLSON: So what they are
9 applying a variance for is a variance because of
10 what IDOT delivered them, right, that hill with
11 the retaining wall, they don't have any area to
12 put -- and I'm putting words in your mouth here,
13 David, I'm trying to explain it the best I can.

14 What they're trying to do is still
15 put a monument sign up on the hill, but they need
16 a variance from there, right?

17 If there is a six-and-a-half foot
18 monument sign on top of the 18-foot hill, that
19 top of the monument sign will be 24 feet above
20 the center line of the existing road, but IDOT
21 created a condition for them that they can't do
22 it any other way, right, IDOT won't allow them to
23 put a sign on that retaining wall, they don't own
24 the property down at grade anymore because IDOT

1 took it away, so that's why I believe David
2 Pollock is -- either confirm or deny -- that's
3 why they are petitioning.

4 MR. DEUTSCH: Well, how much higher can
5 they be than that? Because that stipulates
6 nothing, it just gives them an open --

7 CHAIRMAN OLSON: So to answer that
8 question, whenever anyone wants to install a sign
9 with the City, they have to give a print that
10 shows a design for the sign and the dimensions,
11 and they are bound by those dimensions.

12 There is a requirement that they
13 can't go a certain square footage on a sign, it
14 can't be a 500 square foot sign, it has to be --
15 Do you remember what it is off the top of your
16 head?

17 MR. ENGBERG: It's 32 square feet.

18 CHAIRMAN OLSON: 32 square feet is all
19 it is.

20 MR. DEUTSCH: And they have done that?

21 CHAIRMAN OLSON: Yes.

22 MR. DEUTSCH: They have done that?

23 CHAIRMAN OLSON: Yes. They have
24 supplied us -- You can have this copy here, I

1 have a second.

2 You can see that the dimension on
3 the height I think it says 78 inches, six and a
4 half foot, and it's roughly about the same in
5 width.

6 MR. DEUTSCH: Okay.

7 CHAIRMAN OLSON: So it's not going to be
8 an up-to sign, like I was thinking, too, when I
9 read it the first time.

10 MR. DEUTSCH: I am thinking it's going
11 to be way up in the air. That's ridiculous.
12 That's obtrusive for the subdivision.

13 CHAIRMAN OLSON: When I read it, too, I
14 thought we were going to be the Wisconsin Dells
15 here, too. I hear you. I was thinking the same
16 thing.

17 All right. Does anyone else -- And
18 there is no one else in the room, so I am
19 assuming no one else is speaking in opposition.

20 I don't know how much you picked up
21 of that conversation, but is there any questions
22 from commissioners for David Pollock, the
23 petitioner?

24 COMMISSIONER MARCUM: No, it sounds okay

1 to me.

2 CHAIRMAN OLSON: Anyone else?

3 (No response.)

4 CHAIRMAN OLSON: Okay. Since all public
5 testimony during this petition has been taken,
6 may I have a motion, please, to close the taking
7 of testimony in this public hearing?

8 COMMISSIONER WILLIAMS: So moved.

9 COMMISSIONER MARCUM: Second.

10 CHAIRMAN OLSON: Roll call vote on the
11 motion, please, ma'am.

12 MS. YOUNG: Yes. Millen.

13 COMMISSIONER MILLEN: Yes.

14 MS. YOUNG: Olson.

15 CHAIRMAN OLSON: Yes.

16 MS. YOUNG: Williams.

17 COMMISSIONER WILLIAMS: Yes.

18 MS. YOUNG: Hyatt.

19 COMMISSIONER HYATT: Yes.

20 MS. YOUNG: And Marcum.

21 COMMISSIONER MARCUM: Yes.

22 MS. YOUNG: Thank you.

23 CHAIRMAN OLSON: The public hearing
24 portion of tonight's meeting is closed.

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

---o0o---

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

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

4 I, Christine M. Vitosh, a Certified Shorthand
5 Reporter, do hereby certify that I transcribed
6 the proceedings had at the public hearing and that
7 the foregoing, Pages 1 through 14 inclusive, is a
8 true, correct and complete computer-generated
9 transcript of the proceedings had at the time and
10 place aforesaid.

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

17 As certification thereof, I have hereunto set
18 my hand this 16th day of September, A.D., 2020.

19 

20 Christine M. Vitosh, CSR
21 Illinois CSR No. 084-002883
22
23
24

PZC - Public Hearing - September 9, 2020

0	aforsaid [1] - 14:9	chance [1] - 4:17	DEUTSCH [11] - 7:19,	6:6
084-002883 [1] - 14:20	agree [1] - 8:20	Christine [2] - 14:3,	8:2, 8:8, 8:15, 8:18,	generated [1] - 14:7
1	ahead [1] - 6:21	14:20	9:4, 10:4, 10:20,	grab [1] - 7:22
1 [1] - 14:6	air [1] - 11:11	City [2] - 5:21, 10:9	10:22, 11:6, 11:10	grade [2] - 8:14, 9:24
10-20-9-A-1 [1] - 6:1	allow [1] - 9:22	CITY [1] - 1:5	Development [1] -	greater [1] - 9:2
12 [8] - 5:24, 6:24, 8:3,	ALSO [1] - 2:8	clearly [1] - 3:16	2:10	Greg [1] - 2:5
8:10, 8:21, 8:22, 9:2,	AND [1] - 1:9	close [1] - 12:6	difference [1] - 8:19	ground [3] - 7:6, 8:7,
9:6	annexed [1] - 14:10	closed [1] - 12:24	different [1] - 7:8	8:21
1308 [1] - 6:6	answer [1] - 10:7	Code [1] - 6:2	dimension [1] - 11:2	H
14 [1] - 14:6	application [3] - 4:24,	coming [1] - 8:21	dimensions [2] -	half [2] - 9:17, 11:4
16 [1] - 8:7	5:21, 6:13	COMMISSION [1] -	10:10, 10:11	hand [3] - 3:24, 14:13,
16th [1] - 14:17	applies [1] - 14:11	1:9	direction [1] - 14:15	14:17
18 [4] - 7:1, 7:4, 8:7,	applying [1] - 9:9	Commission [2] - 3:6,	Director [1] - 2:10	head [1] - 10:16
8:9	approval [1] - 5:23	3:9	disconnect [1] - 8:13	hear [1] - 11:15
18-foot [2] - 8:10, 9:18	area [1] - 9:11	COMMISSIONER [13]	Donald [1] - 2:4	heard [1] - 3:14
	assume [2] - 4:3,	- 5:2, 5:3, 5:7, 5:9,	done [3] - 4:17, 10:20,	HEARING [1] - 1:10
	14:13	5:13, 5:15, 11:24,	10:22	hearing [10] - 3:3, 3:5,
	assuming [1] - 11:19	12:8, 12:9, 12:13,	down [1] - 9:24	3:7, 3:21, 4:8, 4:20,
	Aurora [1] - 5:20	12:17, 12:19, 12:21	due [1] - 6:9	12:7, 12:23, 13:3,
2	B	commissioners [1] -	during [4] - 3:20, 4:7,	14:5
		11:22	6:10, 12:5	hearings [1] - 5:17
2020 [2] - 1:20, 14:17	BAMM [5] - 4:21, 4:22,	commonly [1] - 6:5	E	height [3] - 5:24, 8:17,
2020-08 [3] - 4:21,	4:24, 5:19	Community [1] - 2:9		11:3
5:18, 6:12	Bamm [1] - 4:23	complete [1] - 14:7	eight [1] - 6:24	hereby [1] - 14:4
24 [1] - 9:19	Barksdale [1] - 2:9	computer [1] - 14:7	either [1] - 10:2	hereto [1] - 14:11
3	Barksdale-Noble [1] -	computer-generated	elevation [5] - 7:7,	hereunto [1] - 14:16
	2:9	[1] - 14:7	7:9, 8:5, 8:9, 9:1	high [4] - 6:24, 7:1,
32 [2] - 10:17, 10:18	begins [1] - 7:1	condition [1] - 9:21	Engberg [1] - 2:11	7:4
34 [2] - 6:10, 7:2	below [1] - 8:7	confirm [1] - 10:2	ENGBERG [2] - 7:22,	higher [1] - 10:4
5	best [1] - 9:13	considered [1] - 3:9	10:17	hill [5] - 8:4, 8:9, 9:10,
500 [1] - 10:14	bound [1] - 10:11	construction [1] -	erected [1] - 5:24	9:15, 9:18
7	built [2] - 7:3, 7:6	6:11	existing [1] - 9:20	Hillcrest [1] - 6:6
78 [2] - 8:16, 11:3	business [1] - 5:20	control [1] - 14:15	explain [1] - 9:13	Home [1] - 6:7
7:00 [1] - 1:21	C	conversation [1] -	F	huge [1] - 8:18
8		11:21		Hyatt [3] - 2:3, 5:14,
800 [1] - 1:16	center [3] - 8:24, 9:3,	copies [2] - 14:12,	Farm [3] - 1:16, 6:5,	12:18
9	9:20	14:14	6:6	HYATT [2] - 5:15,
9 [1] - 1:20	certain [1] - 10:13	copy [1] - 10:24	favor [2] - 4:10, 7:17	12:19
A	certificate [1] - 14:10	corner [1] - 6:4	feet [12] - 5:24, 6:24,	I
A.D [1] - 14:17	certification [1] -	correct [4] - 4:5, 7:9,	7:1, 7:4, 8:3, 8:7,	IDOT [5] - 6:10, 9:10,
accuracy [1] - 14:14	14:16	8:23, 14:7	8:9, 8:10, 9:19,	9:20, 9:22, 9:24
actual [1] - 8:7	Certified [1] - 14:3	COUNTY [1] - 14:2	10:17, 10:18	ILLINOIS [2] - 1:6,
add [1] - 7:11	certified [1] - 14:12	County [1] - 5:22	filed [1] - 5:21	14:1
	certify [2] - 14:4,	created [1] - 9:21	fine [1] - 4:14	Illinois [4] - 1:17, 5:22,
	14:10	crown [1] - 8:6	first [1] - 11:9	6:5, 14:20
	Chairman [1] - 2:2	CSR [2] - 14:20, 14:20	following [2] - 3:1,	impossible [1] - 7:5
	CHAIRMAN [30] - 3:4,	D	5:18	inaudible [1] - 4:13
	4:3, 4:6, 4:14, 4:24,	Danny [1] - 2:6	foot [7] - 8:17, 8:21,	inches [2] - 8:16, 11:3
	5:4, 5:11, 5:17, 6:17,	David [9] - 3:22, 4:4,	8:22, 9:2, 9:17,	inclusive [1] - 14:6
	6:20, 7:7, 7:10, 7:15,	4:21, 5:19, 6:17,	10:14, 11:4	Incorporated [1] -
	7:20, 7:23, 8:12,	6:18, 9:13, 10:1,	footage [1] - 10:13	5:19
	8:16, 8:20, 9:8, 10:7,	11:22	foregoing [1] - 14:6	install [1] - 10:8
	10:18, 10:21, 10:23,	dealing [1] - 8:22	G	invite [1] - 3:7
	11:7, 11:13, 12:2,	delivered [1] - 9:10		itself [1] - 8:13
	12:4, 12:10, 12:15,	Dells [1] - 11:14		
	12:23	deny [1] - 10:2		
		design [1] - 10:10		

PZC - Public Hearing - September 9, 2020

J	MS [12] - 5:6, 5:8, 5:10, 5:12, 5:14, 5:16, 12:12, 12:14, 12:16, 12:18, 12:20, 12:22 Municipal [1] - 6:1	place [1] - 14:9 plan [1] - 3:20 Planner [1] - 2:11 PLANNING [1] - 1:9 Planning [1] - 3:5 podium [2] - 3:18, 7:21 point [1] - 8:9 POLLOCK [8] - 4:5, 4:23, 6:16, 6:18, 6:22, 7:9, 7:12, 8:5 Pollock [5] - 4:21, 5:19, 6:18, 10:2, 11:22 portion [2] - 12:24, 13:3 prepared [1] - 6:13 present [3] - 3:12, 6:13, 6:19 PRESENT [2] - 2:1, 2:8 presentation [3] - 4:9, 4:17, 6:14 print [1] - 10:9 proceedings [4] - 3:2, 13:2, 14:5, 14:8 property [4] - 6:3, 7:1, 7:3, 9:24 proposed [2] - 3:8, 6:14 pubic [1] - 14:5 PUBLIC [1] - 1:10 public [14] - 3:3, 3:4, 3:8, 3:11, 3:21, 3:23, 4:7, 4:20, 5:17, 7:24, 12:4, 12:7, 12:23, 13:3 purpose [1] - 3:6 put [3] - 9:12, 9:15, 9:23 putting [1] - 9:12 PZC [3] - 4:20, 5:18, 6:12	removed [1] - 6:9 repeat [1] - 3:24 replace [1] - 6:8 Reporter [1] - 14:4 represent [1] - 3:17 reproduced [1] - 14:14 request [7] - 3:8, 3:13, 4:10, 4:12, 6:15, 6:22, 7:17 requesting [1] - 5:22 requests [1] - 3:14 requirement [2] - 6:23, 10:12 requirements [1] - 7:13 respects [1] - 7:14 response [1] - 12:3 responsibility [1] - 14:13 retaining [2] - 9:11, 9:23 ridiculous [1] - 11:11 road [3] - 8:6, 9:3, 9:20 Road [3] - 1:16, 6:5, 6:6 roll [2] - 5:4, 12:10 room [1] - 11:18 roughly [1] - 11:4 Route [2] - 6:10, 7:2 Rusty [1] - 2:3	signed [1] - 14:12 sitting [1] - 8:4 six [3] - 8:17, 9:17, 11:3 six-and-a-half [1] - 9:17 sorry [1] - 7:15 sounds [1] - 11:24 southeast [1] - 6:4 speaking [3] - 4:9, 4:11, 11:19 square [4] - 10:13, 10:14, 10:17, 10:18 SS [1] - 14:1 stand [1] - 3:24 starts [1] - 7:3 State [1] - 6:10 state [1] - 3:16 STATE [1] - 14:1 still [4] - 7:20, 8:2, 8:10, 9:14 stipulated [1] - 9:7 stipulates [1] - 10:5 street [1] - 9:1 subdivision [1] - 11:12 supplied [1] - 10:24 sworn [1] - 4:2
K	N			
Kendall [1] - 5:22 known [1] - 6:5 Krysti [1] - 2:9	name [1] - 3:17 need [1] - 9:15 Noble [1] - 2:9 nothing [1] - 10:6 number [1] - 4:20 Nursing [1] - 6:7			
L	O		S	T
LASALLE [1] - 14:2 level [1] - 8:10 line [4] - 8:7, 8:24, 9:3, 9:20 located [1] - 6:3 looking [1] - 6:8	obtrusive [1] - 11:12 OF [3] - 1:5, 14:1, 14:2 Olson [3] - 2:2, 5:10, 12:14 OLSON [30] - 3:4, 4:3, 4:6, 4:14, 4:24, 5:4, 5:11, 5:17, 6:17, 6:20, 7:7, 7:10, 7:15, 7:20, 7:23, 8:12, 8:16, 8:20, 9:8, 10:7, 10:18, 10:21, 10:23, 11:7, 11:13, 12:2, 12:4, 12:10, 12:15, 12:23 one [5] - 3:4, 3:16, 7:15, 11:18, 11:19 open [2] - 4:19, 10:6 opposition [2] - 4:11, 11:19 order [1] - 4:7 Ordinance [1] - 8:23 original [1] - 14:11 own [1] - 9:23		scheduled [1] - 3:5 second [4] - 5:3, 7:16, 11:1, 12:9 Section [1] - 6:1 see [1] - 11:2 Senior [1] - 2:11 September [2] - 1:20, 14:17 set [1] - 14:16 Shorthand [1] - 14:3 shows [1] - 10:10 sign [24] - 3:18, 3:19, 5:1, 5:23, 6:9, 6:13, 6:23, 7:4, 7:5, 7:12, 8:13, 8:14, 9:2, 9:15, 9:18, 9:19, 9:23, 10:8, 10:10, 10:13, 10:14, 11:8 Sign [4] - 4:22, 4:23, 4:24, 5:19 sign-in [1] - 3:19 Signarama [1] - 5:20 Signarama-Aurora [1] - 5:20	Taker [1] - 2:12 tall [1] - 8:17 taller [1] - 5:24 testify [1] - 3:15 testimony [5] - 3:7, 3:11, 4:7, 12:5, 12:7 thereof [2] - 14:12, 14:16 thinking [3] - 11:8, 11:10, 11:15 tonight [2] - 3:10, 5:18 tonight's [3] - 3:5, 3:21, 12:24 took [1] - 10:1 top [6] - 8:4, 8:14, 9:1, 9:18, 9:19, 10:15 town [1] - 7:13 transcribed [1] - 14:4 transcript [2] - 14:8, 14:11 true [1] - 14:7 trying [2] - 9:13, 9:14
M	P	Q		U
ma'am [1] - 12:11 Marcum [3] - 2:4, 5:6, 12:20 MARCUM [5] - 5:2, 5:7, 11:24, 12:9, 12:21 Marlys [1] - 2:12 means [1] - 6:21 measured [1] - 8:6 measuring [1] - 8:24 meet [1] - 7:13 meeting [3] - 3:6, 12:24, 13:4 member [2] - 3:23, 7:24 members [1] - 3:7 Millen [1] - 2:5 millen [2] - 5:8, 12:12 MILLEN [2] - 5:9, 12:13 Minute [1] - 2:12 monument [6] - 6:9, 8:13, 9:2, 9:15, 9:18, 9:19 motion [3] - 4:19, 12:6, 12:11 mouth [1] - 9:12 moved [2] - 5:2, 12:8 MR [21] - 4:5, 4:23, 6:16, 6:18, 6:22, 7:9, 7:12, 7:19, 7:22, 8:2, 8:5, 8:8, 8:15, 8:18, 9:4, 10:4, 10:17, 10:20, 10:22, 11:6, 11:10	p.m [1] - 1:21 Pages [1] - 14:6 Parkway [1] - 6:4 permit [1] - 5:23 persons [2] - 3:11, 3:15 petition [1] - 12:5 Petitioner [8] - 3:14, 3:21, 4:8, 5:20, 6:8, 6:12, 8:1, 11:23 petitioning [1] - 10:3 pick [1] - 7:21 picked [1] - 11:20	questions [3] - 3:13, 7:17, 11:21		under [2] - 14:12, 14:14
		R		
		raise [1] - 3:24 read [2] - 11:9, 11:13 real [1] - 6:3 receiving [1] - 4:7 regarding [2] - 3:8, 3:14 remember [1] - 10:15		

PZC - Public Hearing - September 9, 2020

UNITED ^[1] - 1:5 United ^[1] - 5:21 unless ^[1] - 7:6 up ^[6] - 5:17, 7:21, 9:15, 11:8, 11:11, 11:20 up-to ^[1] - 11:8	Zoning ^[2] - 3:6, 8:23 zoom ^[1] - 3:22 zoomland ^[2] - 3:12, 4:4
V	
variance ^[7] - 5:1, 5:23, 6:13, 6:22, 9:9, 9:16 Veterans ^[1] - 6:4 Vitosh ^[2] - 14:3, 14:20 voice ^[1] - 7:21 vote ^[2] - 5:4, 12:10	
W	
wall ^[3] - 7:2, 9:11, 9:23 wants ^[1] - 10:8 Wednesday ^[1] - 1:20 WHEREUPON ^[1] - 3:1 widening ^[2] - 6:10, 7:2 width ^[1] - 11:5 Williams ^[3] - 2:6, 5:12, 12:16 WILLIAMS ^[4] - 5:3, 5:13, 12:8, 12:17 Wisconsin ^[1] - 11:14 wish ^[1] - 3:12 wishes ^[1] - 7:16 wishing ^[1] - 3:15 witnesses ^[1] - 4:2 words ^[1] - 9:12	
Y	
YORKVILLE ^[2] - 1:5, 1:6 Yorkville ^[5] - 1:17, 5:22, 6:1, 6:5, 6:6 YOUNG ^[12] - 5:6, 5:8, 5:10, 5:12, 5:14, 5:16, 12:12, 12:14, 12:16, 12:18, 12:20, 12:22 Young ^[1] - 2:12	
Z	
ZONING ^[1] - 1:9	



Memorandum

To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Jason Engberg, Senior Planner
Date: January 4, 2021
Subject: **PZC 2020-14 Nonconforming Signs (Text Amendment)**
Proposal to exempt certain nonconforming signs from elimination if replacing a static message board with an electronic message board

Summary

A proposed text amendment to Sections 10-20-4: Definitions and 10-20-11: Nonconforming Signs of the City's Zoning Ordinance to allow for certain existing nonconforming freestanding monument signs to be modified without the requirement to bring the sign fully into compliance with the current code regulations. Specifically, allowing a one-for-one replacement of an existing static message board sign (i.e., manual changeable copy) with a new electronic message board of the same size for those non-residential land uses seeking to upgrade to current technology. Staff originally published the request to limit the text amendment to only affect signs located along major thoroughfares such as IL-47, US-34, IL-71 and Eldamain Road but now are recommending this amendment will pertain to all existing non-conforming monument signs.

Additionally, the text amendment proposes to define the word "maintenance" in the Zoning Ordinance to provide further clarity for staff and the public about activities permitted in the upkeep of existing nonconforming signs.

Background

Over the past decade, the City Council approved two (2) comprehensive revisions to the Sign Ordinance, the first in 2008 and the most recent in 2014. In both of these comprehensive revisions, the City Council has tightened its regulations on signs with specific requirements related to type, material, number and size. Many signs, particularly those located along major roadways, were constructed in the 1990s and 2000s and are generally "legally nonconforming" to the current standards. Meaning they were legally erected and met the sign ordinance at the time of their installation but are not congruent with the current regulations.

It was contemplated that all nonconforming signs would transition to comply with the current code within 5 years after the adoption of the general nonconforming uses and structures chapter of the zoning ordinance (Section 10-15-4). However, compliance of this transition period was not strictly enforced after the adoption of specific criteria for nonconforming signs in Section 10-20-11. However, compliance is sought when business owners seek building permit approval for any alteration or modification, outside of routine maintenance, to a nonconforming sign.

Typically, business owners or their sign companies are aware of the City's ordinances and apply for the permits in compliance with the regulations (dozens of sign permits are issued each year without conflict). While there are occasions when sign permits for nonconforming sign alterations are denied, the sign company or business owner usually retools their design and resubmits to the City without incident.

Recently, a local businessowner wanted to replace their existing static message board sign with an electronic message board sign of roughly the same size but was denied due to the existing sign's nonconformities with the current ordinance's regulations related to the sign type, overall size and

height. The businessowner stated it would be a financial hardship to bring the sign into full compliance. Based upon this, it was direction from the Mayor at a recent City Council meeting for staff to revisit this section of the sign ordinance to allow for certain modifications/upgrades to existing nonconforming signs without the added expense of bringing the entire sign into conformance with the current ordinance.

Proposed Text Amendment

Considering the recent economic stress on businesses during the pandemic, recent roadway improvements to widen and reconstruct major thoroughfares in Yorkville to accommodate increased vehicular travel, and industry changes to sign technology, staff proposes the following text amendments to the Sections 10-20-4: Definitions and 10-20-11: Nonconforming Signs of the City's Zoning Ordinance to define the term "maintenance" as it relates to nonconforming signs and provide for an exemption to certain nonconforming signs to allow the installation of electronic message boards:

Section 10-20-4: Definitions

Amend and **insert** the following definition:

MAINTENANCE: care associated with the general upkeep of a sign which includes minor repair of rusted or damaged components, including nailing, cleaning and replacement of nuts and bolts, repainting, replacing of malfunctioning parts, and re-facing of existing signs when the re-facing does not result in any structural alterations, additional signs or additional sign appendages. Lighting fixtures may be repaired or replaced with fixtures of a similar size, including but not limited to repairs or replacements that increase energy efficiency. Routine maintenance of a nonconforming sign shall not include any addition of or increase in illumination, structural alterations, enlargements or expansions unless the alteration, enlargement or expansion will result in the elimination of the nonconforming aspects of the signs.

Section 10-20-11: Nonconforming Signs

Amend and **insert** the following:

G. The replacement of an existing non-conforming freestanding static message board signs with an electronic message board sign is permitted if such replacement does not increase the overall existing sign size.

Analysis of Existing Nonconforming Signs

Staff conducted a very cursory review of existing signage along the City's major thoroughfares (IL-126, IL-71, IL-47, US-34 and Eldamain Road), and commercial/industrially zoned areas not along major roadways. The following charts provide an overview of the number of signs per roadway, number of signs that are covered by an annexation, planned unit development (PUD) or other agreement, and the number/percent signs which are potentially legally nonconforming.

Major Thoroughfare	Number of Signs	Annexation/PUD/Other Agreement	Potentially Legally Nonconforming
IL-47 (Bridge)	79	20	38
US 34 (Veterans)	39	15	13
Eldamain	0	0	0
IL-71 (Stagecoach)	5	1	3
IL-126 (Schoolhouse)	5	0	2
TOTAL	128	36	56

Non-Major Thoroughfare	Number of Signs	Annexation/PUD/Other Agreement	Potentially Legally Nonconforming
Van Emmon St.	1	0	1
Hydraulic St.	1	0	1
Boombah Blvd./Commercial Drive (Yorkville Business Center)	3	2	1
Deer/Badger/Wolf/Beaver (Fox Industrial Park)	15	0	10
McHugh Rd.	4	3	1
Cannonball Trail	4	3	1
Galena Rd.	1	0	0
Kendall Drive/Center Pkwy/Countryside	13	5	9
John St.	3	3	1
TOTAL	45	16	25

Based upon the preliminary data above regarding the existing ground-mounted signage along the five (5) major thoroughfares in Yorkville, 36 (28%) of the 128 signs are permitted through an annexation, planned unit development or another approving ordinance (i.e. variance). Of those existing signs, there are 56 (44%) potentially legally nonconforming. Most of the legally non-conforming signs are located along IL-47 (Bridge). When further amendments to the Sign Ordinance are proposed, considerable attention should be given to the number and location of these signs.

In regard to the preliminary data related to existing ground-mounted signage along the non-major thoroughfares in Yorkville, 16 (35%) of the 45 signs are allowed as part of an annexation, planned unit development or another approving ordinance (i.e. variance). Of those existing signs, there are 25 (55%) potentially legally nonconforming. The majority of the legally nonconforming signs are within the Fox Industrial Park and along Kendall Drive/Center Parkway/Countryside Parkways roadways, which are in the oldest areas in the City and developed long before the more recent revisions to the Sign Ordinances in 2009 and 2014.

Historical Sign Permit Data:

For context, attached is a summary report of the City's sign permit data over the past 5 years. It shows the total number of sign permits applied for and issued; a breakdown of denials; a breakdown of legally nonconforming applications; and a brief description of certain pertinent information related to some permits.

In terms of overall trends, of the 322 sign permit applications submitted in the last 5 years, only 11 applications were related to existing legally non-conforming signs (3.4%). Additionally, only one (1) of those eleven (11) sign applications related to a sign replacing a static message board with a digital display.

Staff Comments/Recommendation:

Staff believes the proposed text amendment allowing for certain existing nonconforming freestanding monument signs to be modified so that static message boards can be replaced with a same-sized electronic message boards without bringing the entire sign fully into compliance would be

beneficial to city businesses. While the original proposed text amendment focused on those businesses located along major thoroughfares, which have been heavily impacted by recent roadway widenings where existing stationary signs may be deemed less effective and inefficient when updating consumer messaging, there is some merit in expanding it to non-residential uses throughout the city.

While historical data indicates these types of requests account for less than 1% of all permits applied for over the past 5 years, the proposed text amendment may result in a slight uptick in permit requests as businesses may take this opportunity to invest in upgrading the technology of their sign. Based upon this, staff feels the text amendment is warranted and appropriate.

Proposed Motion for Amendment:

In consideration of testimony presented during a Public Hearing on January 13, 2021 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council a request for text amendment to Sections 10-20-4: Definitions and 10-20-11: Nonconforming Signs of the City's Zoning Ordinance to allow for certain existing nonconforming freestanding monument signs to be modified without the requirement to bring the sign fully into compliance with the current code regulations, as recommended in a staff memo dated January 4, 2021, and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

Attachments

1. 5-Year Permit Report of Sign Permit Data
2. Title 10: Zoning, Chapter 20: Signs
3. Public Hearing Notice
4. 2020 Zoning Map
5. 2020 Development Map

5 Year Permit Report | 2016-2020

Permits	
Total Permits Applied For	322
Total Permits Issued	290
Percent of Permits Issued	90.1%
Denials	
Total Denied Permits	20
Percent of total permits	6.2%
Denied permits that resubmitted and conformed	13
Percent of denied permits	65.0%
Percent of total permits	4.0%
Denied permits that did not resubmit or move forward	7
Percent of denied permits	35.0%
Percent of total permits	2.2%
Legally Nonconforming	
Total permits applied for which involved a legally nonconforming sign	11 *
Percent of total permits	3.4%
Permitted - changes were non-structural (reface)	4
Percent of legally nonconforming permits	36.4%
Percent of total permits	3.4%
Denied permits that resubmitted and conformed	6 **
Percent of legally nonconforming permits	54.5%
Percent of total permits	1.9%
Denied permits that did not resubmit or move forward	1 ***
Percent of legally nonconforming permits	9.1%
Percent of total permits	0.3%

* Includes the south side Shell station with the reface of the electronic changeable copy sign. This was the only legally nonconforming modification which involved a changeable copy sign.

** 5 of these were due to the widening of Route 34. They have pole signs which needed to be moved. A condition of the permit to relocate the signs was to have them replaced with conforming signs or get a variance within 5 years. 1 other applicant wanted to modify the pole and cabinet (Taco Bell/KFC). They resubmitted a conforming monument sign.

*** Shell at 34 and 47 wanted to enlarge their monument sign to add sign area that said "Car Wash". It was denied and the petitioner did not move forward with the change.

CHAPTER 20

SIGNS

SECTION:

10-20-1: Principles

10-20-2: Purpose

10-20-3: Scope

10-20-4: Definitions

10-20-5: Signs Exempt From This Chapter

10-20-6: General Provisions

10-20-7: Prohibited Signs

10-20-8: Permitted Signs; Agricultural And Residential Zoning Districts

10-20-9: Permitted Signs; Business Zoning Districts

10-20-10: Permitted Signs; Manufacturing Zoning Districts

10-20-11: Nonconforming Signs

10-20-12: Permitting Procedures

10-20-13: Sign Variations

10-20-1: PRINCIPLES:

The provisions of this chapter recognize that:

A. There is a significant relationship between the manner in which signs are displayed and public safety and the value, quality of life and economic stability of adjoining property and overall city.

B. The reasonable display of signs is necessary as a public service and necessary to the conduct of competitive commerce and industry.

C. Signs are a constant and very visible element of the public environment and as such should meet the same high standards of quality set for other forms of development in the city. (Ord. 2014-73, 11-25-2014)

10-20-2: PURPOSE:

The regulation of signs by this chapter is intended to promote and protect the public health, safety and welfare by:

A. Enhancing the economic condition of the city by promoting reasonable, orderly and effective use and display of signs.

B. Enhancing the physical appearance of the city.

C. Protecting the general public from damage and injury which might be caused by the faulty and uncontrolled and inappropriate construction and use of signs within the city.

D. Protecting the public use of streets and rights of way by reducing advertising distractions that may increase traffic accidents and congestion.

E. Preserving the value of private property by assuring the compatibility in design and scale of signs with adjacent properties and uses.

Accordingly, it is deemed necessary and in the public interest to regulate signs. To this end, this chapter:

A. Establishes minimum standards for the display of signs in direct relationship to the functional use of property and to the intensity of development as permitted within the zoning districts which are provided in this chapter.

B. Regulates the size, location, height, installation and other pertinent features of new signs.

C. Requires the removal of derelict signs and the amortization of nonconforming signs.

D. Provides for the effective administration and enforcement of these regulations. (Ord. 2014-73, 11-25-2014)

10-20-3: SCOPE:

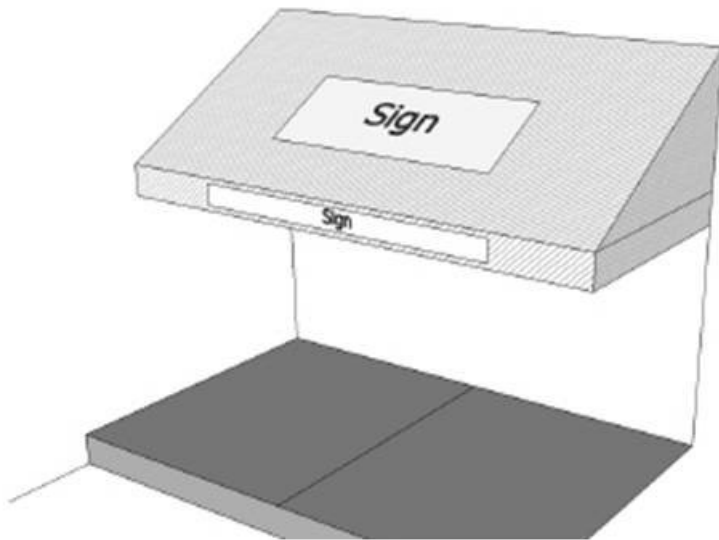
The regulations of this chapter shall govern and control the erection, enlargement, expansion, alteration, operation, maintenance, relocation and removal of all signs within the city and any sign not expressly permitted by these regulations shall be prohibited.

The regulations of this chapter relate to the location of signs, by function and type, within zoning districts and shall be in addition to provisions of the city of Yorkville building code and the city of Yorkville electrical code. (Ord. 2014-73, 11-25-2014)

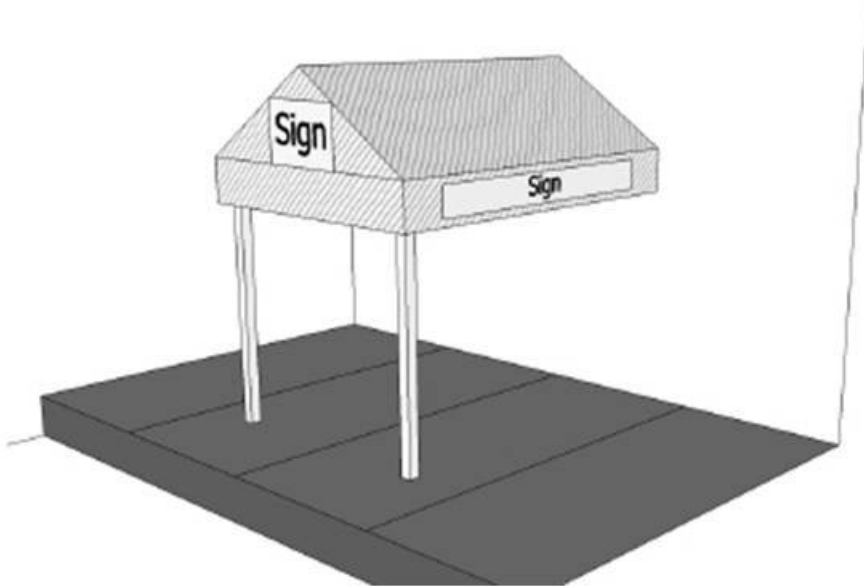
10-20-4: DEFINITIONS:

ANIMATED, FLASHING OR MOVING SIGN: Any sign that uses lights that flash or alternate or which include action or motion or the appearance of action or motion either physically or electronically.

AWNING, CANOPY OR MARQUEE SIGN: A sign that is mounted or painted on, or attached to, an awning, canopy or marquee that is otherwise permitted by this chapter. The construction materials and the manner of construction of all awnings, canopies and marquees shall be in accordance with the Yorkville building code.



Awning



Canopy

Canopy

BANNER: Any sign made of vinyl, fabric, or similar material that is displayed on a pole or building. National, state or municipal flags, and official flags of any institution or business shall not be considered banners.

BILLBOARD: A structure for the permanent display of off premises advertisement which directs attention to a business, commodity, service or entertainment conducted, sold, or offered at a location other than the lot on which the sign is located. For the purposes of this chapter, this definition does not include off premises sponsorship banners.

BUSINESS SIGN: A sign which directs attention to a business or profession conducted, or to a commodity or service sold, offered or manufactured, or to an entertainment offered, on the premises where the sign is located or to which it is affixed. A business sign shall be a wall, canopy, awning, marquee, or window sign.

COLD AIR INFLATABLE DEVICE: An inflatable device, without a frame, used as a portable sign for promotions, sales or special events. A cold air balloon shall be ground mounted.

CONSTRUCTION SIGN: A sign erected on a lot on which construction is taking place, indicating the names of the architects, engineers, landscape architects, contractors, and similar artisans, and the owners, financial supporters, sponsors and similar persons or firms having a role or interest with respect to the structure or project. Said sign shall be erected only so long as construction is occurring on the lot. A construction sign shall be a wall or freestanding sign.

ELECTRONIC MESSAGE DISPLAY PANEL: A separate portion of a lawful sign capable of displaying fixed or changing text, characters, figures or images using light emitting diodes (LEDs), liquid crystal display (LCD), fiber optics, light bulbs or other illumination devices that can be electronically changed by remote or automatic means. The following terms for electronic message display panels shall be defined as follows:

Animation: The illusion of movement to drawings, models or inanimate objects by putting separate pictures together to form the illusion of continuous motion.

Character: A letter, number, punctuation mark or decimal point.

Dissolve: Where static messages are changed by means of varying light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneous to the gradual appearance and legibility of the subsequent message.

Fade: Where static messages are changed by means of varying light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

Nits: A luminance unit equal to one foot-candle per square meter measured perpendicular to the rays from the source.

Scrolling: Where the message is changed by the apparent vertical movement of the letters or graphic elements of the message.

Static: Graphics having no motion or movement of any type.

Text: Graphics consisting of letters, words, numbers, punctuation or decimal points only that do not include any animation or video.

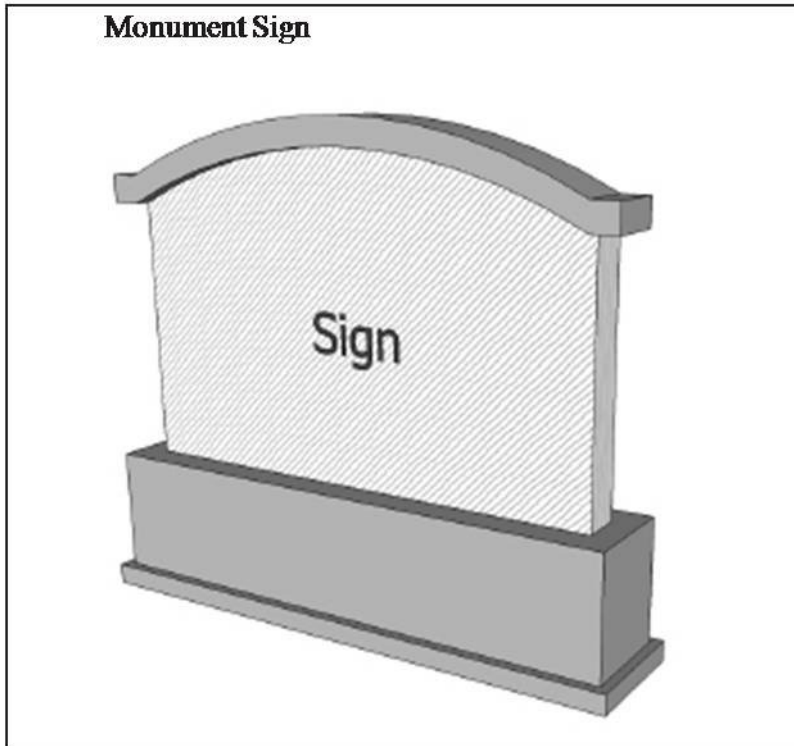
Travel: Where the message is changed by the apparent horizontal movement of the letters or graphic elements of the message.

Video: Moving images that are a sequence of images of continuous motion and breaking it up into discrete frames for subsequent display.

FREESTANDING SIGN: Any sign supported by structures or supports that are placed on or anchored in the ground and that are independent from any building or other structure.

GRAND OPENING TEMPORARY SIGN: A temporary sign used for the purpose of advertising a grand opening of a new business. A grand opening temporary sign may be a wall, marquee, canopy, awning, or freestanding sign. Promotions, anniversary sales, special sales, or going out of business sales do not apply.

GROUND MOUNTED/MONUMENT SIGN: A sign that is supported on a base that is equal in width and depth to the frame of the sign itself. A ground mounted/monument sign must be constructed of materials to match the principal structure.



IDENTIFICATION SIGN: A sign giving the name and address of a residential building, business, development, industry, or other building or establishment. Such signs may be wholly or partly devoted to a readily recognized symbol. An identification sign shall be a freestanding, wall, canopy, awning, or marquee sign.

MENU BOARD SIGN: A sign at a remote location on a lot giving product and price information about products sold on the lot to motorists in a waiting vehicle.

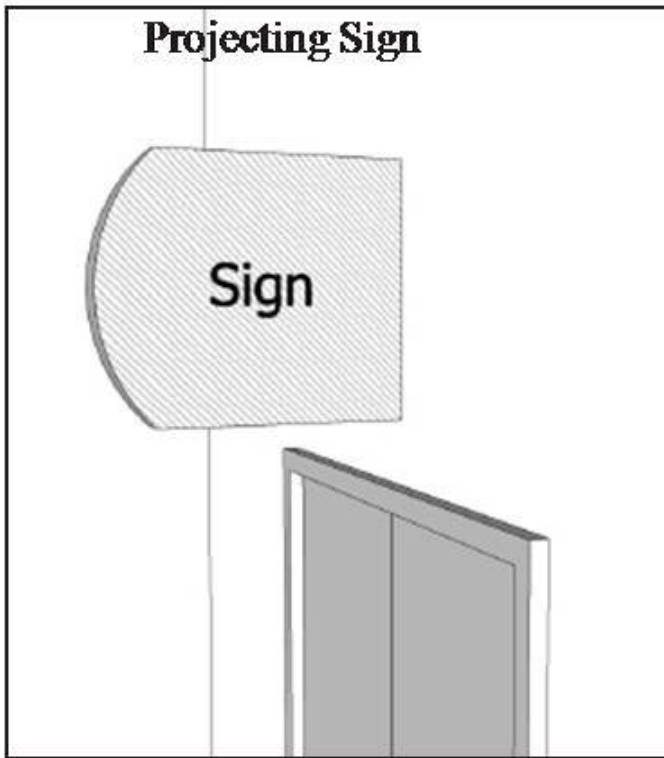
MESSAGE BOARD SIGN: A sign designed so that characters, letters or illustrations can be changed manually without altering the face or surface of the sign.

OFF PREMISES SPONSORSHIP BANNER: Temporary signs which display advertisement for sponsors of an event or facility, such as an athletic event or field, on the location where the sign is located.

POLE SIGN: A freestanding sign supported by a column or columns whose total width is less than fifty percent (50%) of the sign face depth.

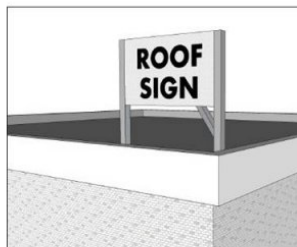
PORTABLE SIGN: A movable sign, excluding trailer signs, that is not attached to a structure or affixed to the ground or surface upon which it is located.

PROJECTING SIGN: A sign which in whole or in part is dependent upon the building for support and projects more than twelve inches (12") from such building, except for awning, canopy and marquee signs.



REAL ESTATE SIGN: A sign indicating the sale, rental, lease, or development of the lot, a portion of the lot, or a building on the lot on which the sign is located. A real estate sign shall be a wall or freestanding sign.

ROOF SIGN: A sign that is wholly dependent upon a building for support or mounted on the roof, which projects more than six inches (6") above the highest point of a building or roof to which it is attached.



SANDWICH SIGN OR A-FRAME SIGN: A temporary, portable sign constructed of two (2) boards hinged together toward the top to permit the sign to stand when the bottom edges of the boards are spread; each side of which is no more than twelve (12) square feet.

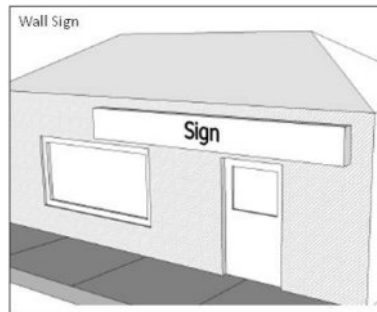
SNIFE SIGNS: A temporary or permanent nongovernmental sign in a public right of way which is tacked, nailed, posted, pasted, glazed or otherwise affixed to a pole, stake, fence, traffic sign, traffic control device, utility pole, tree or the ground.

TEMPORARY SIGNS: Any sign, banner, pennant, streamer, or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard, or other lightweight material.

TRAILER SIGN: A sign mounted on a chassis with or without wheels.

VEHICLE SIGN: Any vehicle primarily situated to serve as a sign rather than as transportation. An automobile, van, or truck displaying the name and/or other information regarding the related establishment used for normal business operation or for employee transportation is not a vehicle sign.

WALL SIGN: A sign fastened to or painted on the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of, the sign and which does not project more than twelve inches (12") from such building or structure.



WIND FEATHER (Also Known As WIND FLAG, TEARDROP BANNER AND BLADE): Fabric or plastic attention getting devices supported by a single pole and having a tall, narrow orientation whose rotation is determined by the wind direction.

WINDOW SIGN: A sign which is applied or attached to or located within three feet (3') of the interior of a window, which sign may be seen through the window from the exterior of the structure. (Ord. 2014-73, 11-25-2014)

10-20-5: SIGNS EXEMPT FROM THIS CHAPTER:

Nothing in this chapter shall be construed as exempting the following signs from the building code or those portions of this code applicable to signs. The following signs are otherwise exempt from regulations of this chapter:

A. Flags, symbols or crests of nations, states, cities or political, fraternal, religious or civic organizations. One logo flag of a business shall be permitted on a lot provided that it is flown with the American flag and shall not be larger than the American flag.

B. Decorations customarily and commonly associated with a national, local or religious holiday, celebration or anniversary provided that such decorations shall not be displayed for more than sixty (60) consecutive days.

C. Signs four (4) square feet or less in area and mounted five feet (5') in height or less on private property regulating on premises traffic and parking.

D. Bulletin boards, message boards, and similar devices no greater than thirty two (32) square feet in area, five feet (5') high and not in the vision triangle, used solely to give information about and accessory to a public, charitable, educational or religious institution located on the lot.

E. Legal notices, identification, informational, directional, traffic or other sign erected or required by governmental authority.

F. Memorial signs or tablets eight (8) square feet or less in area, containing the names of a building and the date of construction, when cut into any masonry surface so as to be part of the building or when constructed of bronze or some other noncombustible material and permanently attached to a building.

G. Nonilluminated window signs painted on or covering no more than fifty percent (50%) of the window area, excluding glass doors.

H. Real estate signs six (6) square feet or less in area, provided that no more than one such sign shall be permitted in each yard abutting a street. Real estate signs shall be freestanding signs and set back a minimum of five feet (5') from any lot line and shall be five feet (5') or less in height and shall not be illuminated.

I. Menu boards accessory to a restaurant drive-up window facility, provided such signs are thirty six (36) square feet or less in area.

J. Signs used to identify the type of model home when used in conjunction with a developing residential subdivision. Each type of model home is allowed one sign not to exceed eight (8) square feet in area and five feet (5') in height. Such sign shall be located on the lot where the model home is located and shall be removed upon occupancy of the home for normal residential use.

K. "No Trespassing", "Beware Of Dog" and other similar warning signs four (4) square feet or less in area.

L. Name and address plates which give only the name and address of the resident(s) of the building less than three (3) square feet on single- and two-family dwellings and five (5) square feet for multi-family dwellings.

M. Garage sale, farm produce sale signs provided there is only one sign per lot and it is present only during the duration of the sale and is less than four (4) square feet in area.

N. Building interior signage.

O. Political signs. Signs sixteen (16) square feet or less in area and announcing candidates for political office or political issues.

P. Construction signs under eight (8) square feet.

Q. Illuminated window signs covering no more than sixty percent (60%) of the window area excluding glass doors.

R. Permanent, nonflashing signs on vending machines, gas pumps, ice and propane storage units. (Ord. 2014-73, 11-25-2014)

10-20-6: GENERAL PROVISIONS:

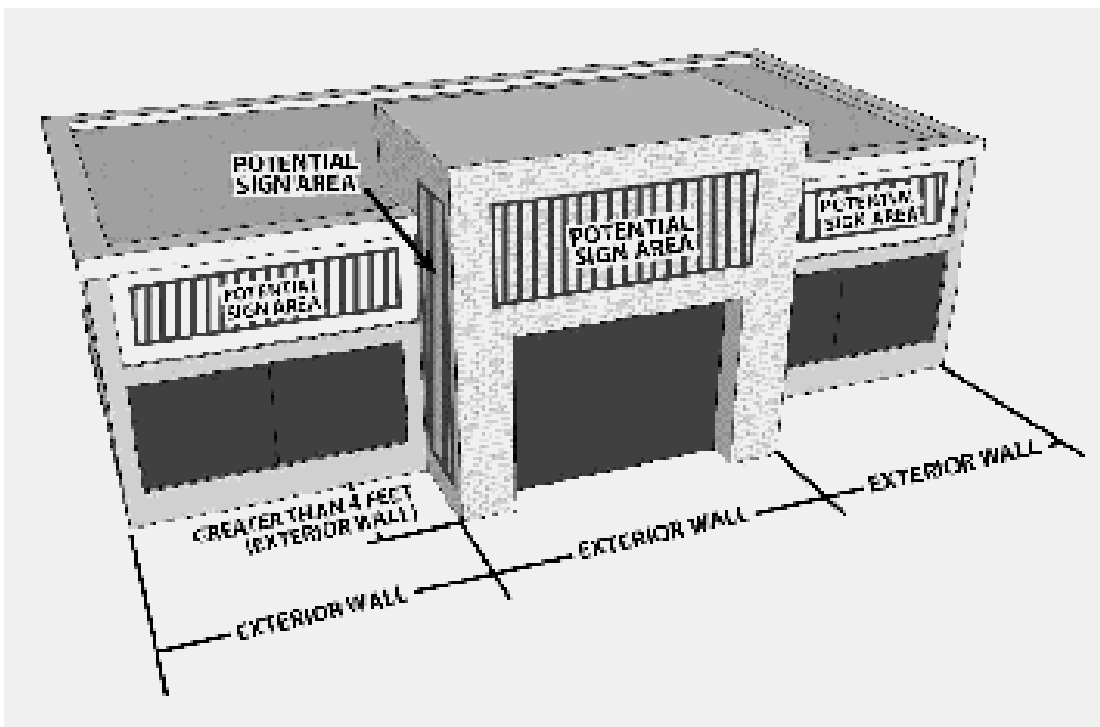
A. Sign Area: The area of the sign face which is also the sign area of a wall sign or other sign with only one face shall be computed by means of the smallest square, rectangle, circle, triangle or combination thereof that will encompass the extreme limits of the writing representation, emblem or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. It does not include any supporting framework, bracing or decorative fence or wall when such fence or wall otherwise meets zoning ordinance regulations and is clearly incidental to the display itself. A double faced sign shall count as a single sign.

Building mounted wall sign area calculations are based on each wall of an exterior building facing a lot line and a public right-of-way. An exterior building wall which faces a lot line may contain more than a single wall for sign area calculation purposes. If portions of the exterior building wall face the same lot line and are separated by four feet (4') or more in depth from that lot line, then they are considered two (2) separate walls for sign area calculation purposes. If separated by less than four feet (4') they shall be considered a single exterior building wall for sign area calculation purposes. If two (2) exterior walls create an angle greater than one hundred thirty five degrees (135°) on the horizontal plane then it shall be considered a single exterior wall. Any two (2) exterior walls which create an angle of less than one hundred thirty five degrees (135°) on the horizontal plane shall be considered two (2) separate walls.

Additionally, for any multi-tenant building, if the area where a building mounted sign is being placed is located between two (2) pillars, posts, or other architectural features, the area between the features will be considered the exterior wall for sign area calculations.

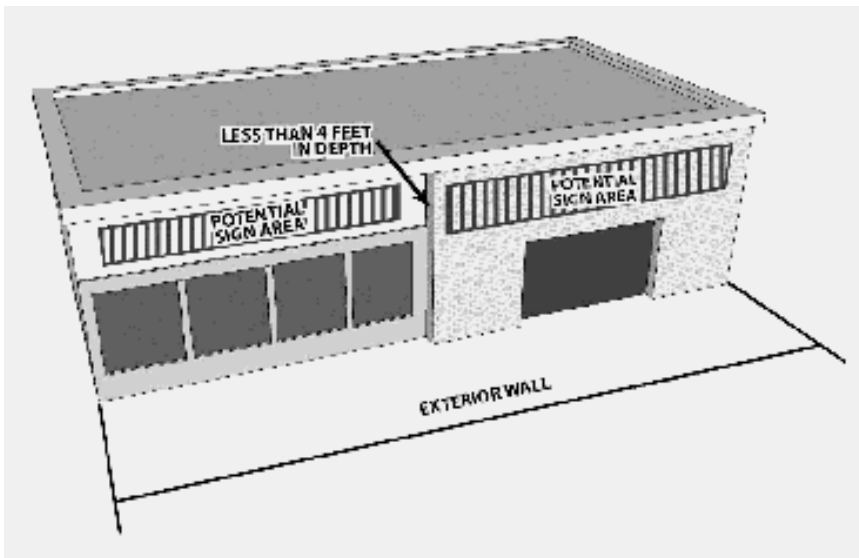
EXAMPLE 1: SINGLE USE BUILDING

(DEPTH GREATER THAN 4 FEET)

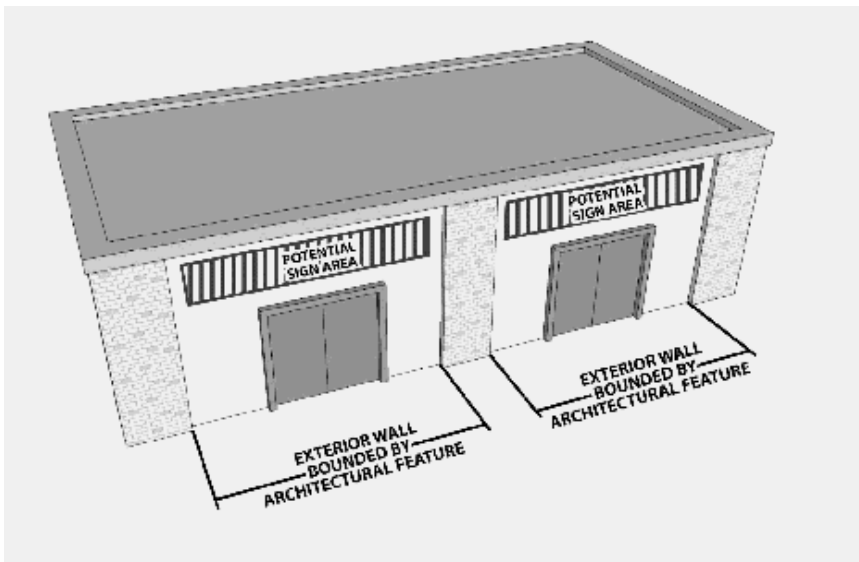


EXAMPLE 2: SINGLE USE BUILDING

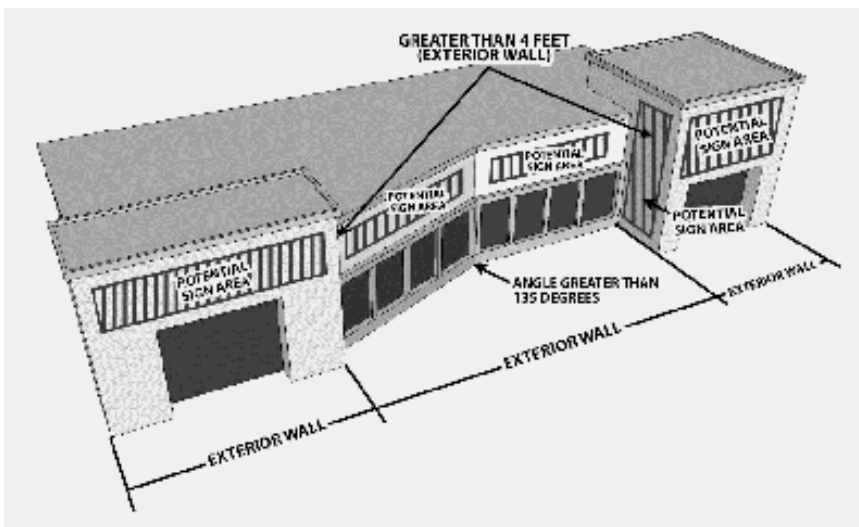
(DEPTH LESS THAN 4 FEET)



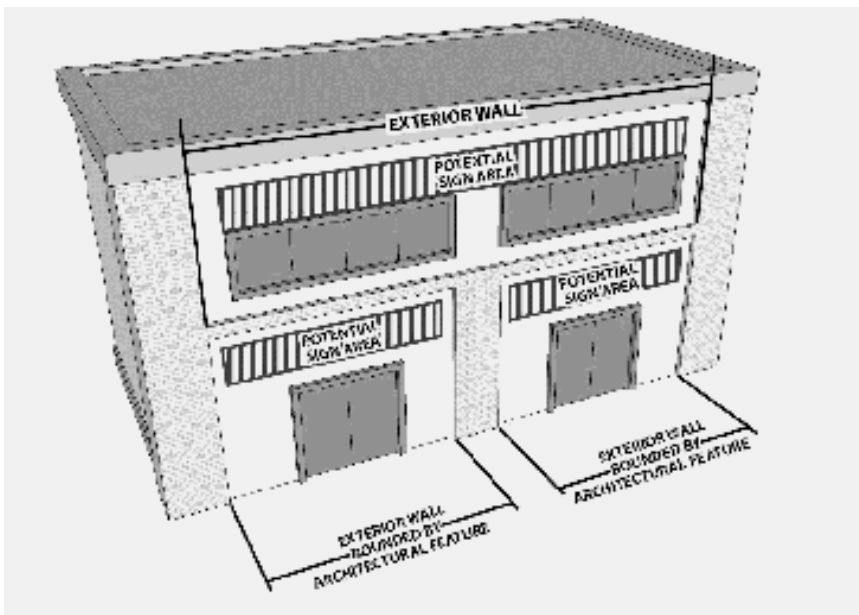
EXAMPLE 3: MULTI-TENANT BUILDING
(BETWEEN ARCHITECTURAL FEATURES)



EXAMPLE 4: MULTI-TENANT BUILDING



EXAMPLE 5: MULTI-STORY, MULTI-TENANT BUILDING



(Ord. 2018-57, 10-23-2018)

B. Sign Height: The height of a sign shall be computed as the distance from the grade of the centerline of the adjacent street to the top of the highest attached component of the sign.

C. Yard Requirements: Except as otherwise provided, signs shall be located at least five feet (5') from any driveway and lot line. Furthermore, no sign shall be erected or located in a public right-of-way except as established by the authorized public entity responsible for the right-of-way. No sign having a height more than thirty inches (30") shall be located within that part of the yard or open area of a corner lot included within a triangular area of twenty five feet (25') from the point of intersection of two (2) street right-of-way lines forming such a corner lot.

D. Illumination Of Signs: The illumination of all signs shall be diffused or indirect and shall be so arranged that there will be no direct or reflecting rays into the public way or any lot on the perimeter of the premises on which the sign is located. Exposed light bulbs, neon tubing, flashing, blinking, traveling and similar illumination, including illuminated canopies are not permitted.

Illuminated signs permitted in or adjacent to residential areas shall not be illuminated between the hours of eleven o'clock (11:00) P.M. and five o'clock (5:00) A.M. unless the use to which the sign pertains is open.

E. Sign Maintenance: The owner of a sign and the owner of the premises on which the sign is located shall be jointly and severally liable to maintain such sign or signs subject to the following standards:

1. Signs shall be maintained in a neat and orderly condition and good working order, including illumination sources, at all times.
2. Signs shall be properly painted unless galvanized or otherwise treated to prevent rust or deterioration.
3. Signs shall conform to maintenance provisions of the building and electrical codes as adopted by the city of Yorkville.

F. Abandoned Signs: Except as otherwise provided in this chapter, any temporary sign installed for a period of thirty (30) days or more, or any sign which pertains to a time, event, or purpose which no longer applies, shall be removed. Permanent signs applicable to a business because of change in ownership or management of such business shall be deemed abandoned if the property remains vacant for a period of six (6) months or more. An abandoned sign is prohibited and shall be removed by the owner of the sign or owner of the premises.

G. Removal Of Signs: Any sign found to be improperly maintained, abandoned or otherwise in violation of this chapter which is not removed or repaired within thirty (30) days of written notice of the code official may be removed by the code official. Any expense incidental to such removal or repair shall be charged to the owner of the property upon which the sign is located and shall constitute a lien upon the property. (Ord. 2014-73, 11-25-2014)

10-20-7: PROHIBITED SIGNS:

The following signs shall not be permitted:

- A. Moving, animated and flashing signs, except electronic message boards.
- B. Roof signs.
- C. Vehicle signs.
- D. Signs which constitute a hazard to public health or safety.
- E. Signs which obstruct ingress or egress from any fire escape, door, window, or other exit or entrance.
- F. Signs which, by reason of size, location, content, color, or manner of illumination, obstruct the vision of motorists or interfere with the visibility or effectiveness of any traffic sign or control device on public streets.
- G. Signs which make use of words such as "stop", "look", "one-way", "danger", "yield" or any similar word, phrase, symbol or light so as to interfere with or confuse pedestrian or vehicular traffic.
- H. Billboards.
- I. Trailer signs, except directional or informational signs exempted by subsection 10-20-5E of this chapter.
- J. Searchlights, except searchlights for grand openings and special civic events.
- K. Snipe signs.

L. Signs displaying obscene or indecent matter.

M. Moving, rotating or animated signs except traditional barber poles not exceeding two feet (2') in height and projecting not more than twelve inches (12") from the building utilized only to identify a haircutting establishment.

N. Pole signs. (Ord. 2014-73, 11-25-2014)

10-20-8: PERMITTED SIGNS; AGRICULTURAL AND RESIDENTIAL ZONING DISTRICTS:

A. Permanent Signs:

1. Freestanding Identification Or Business Signs: All nonresidential uses in the agricultural and residential zoning districts may have one freestanding business or identification sign. Nonresidential uses in the agricultural and residential zoning districts on a corner lot with entrances on both streets may have one freestanding sign on each street frontage. Said sign shall be thirty two (32) square feet or less in area, five feet (5') or less in height and set back at least ten feet (10') from the street or entrance drive.

Freestanding signs must be constructed with the base and supporting columns, if present, of the same brick, stone or masonry material that the exterior walls of the principal building are made of. The sign panel containing the type and the type must match the color and type used on any wall mounted signage.

No more than fifty percent (50%) of the freestanding sign area may be composed of a message board sign.

2. Building Mounted Identification Or Business Signs: All nonresidential uses in the agricultural or residential zoning districts shall be permitted to have identification or business signage for each exterior wall of that part of the building facing a public right of way. No more than fifty percent (50%) of the building mounted sign area may be composed of a message board sign. Building mounted signage cannot extend more than seventy five percent (75%) of the building facade of the building to which it is attached.

3. Subdivision And Residential Complex Identification Signs: Two (2) permanent subdivision or residential complex identification signs, one on each side of the street, at primary entrances to a residential subdivision or complex containing no commercial advertising is permitted. Such signs shall be thirty two (32) square feet or less in area and eight feet (8') or less in height and constructed out of premium building materials such as brick or stone. For the purposes of this provision this sign may be installed in two (2) components, one on each side of the street.

B. Temporary Signs:

1. Real Estate Signs: On nonsingle-family residential lots, one real estate sign per street frontage no greater than thirty two (32) square feet in area or five feet (5') in height.

2. Residential Marketing Signs: Residential marketing signs at major entrances to residential subdivisions not to exceed one hundred (100) square feet and twelve feet (12') in height.

3. Off Site Marketing Signs: Residential off site marketing signs to call attention to and give directions to residential developments in Yorkville shall be allowed at no more than four (4) off site locations, and shall be no greater than one hundred (100) square feet in area and twelve feet (12') in height. Signs for a given development may be located in any zoning district provided that there is at least one-fourth ($\frac{1}{4}$) mile separation from the other off site marketing signs of that development and that no off site marketing sign be closer to a residence than one hundred feet (100'). Off site marketing signs for different developments must be at least two hundred fifty feet (250') from any other off site marketing sign.

4. Grand Opening Signs: One grand opening sign not to exceed thirty two (32) square feet in area and eight feet (8') in height.

5. Construction Signs: One construction sign per nonsingle-family lot not to exceed thirty two (32) square feet in area and five feet (5') in height.

6. Off Premises Sponsorship Banner: Banners shall be on city property. Individual banners shall be mounted on an outfield fence, backstop or scoreboard. Banners mounted on an outfield fence shall be a dimension of three feet by six feet (3' x 6') in size and shall face the playing field. Banners mounted on a scoreboard or backstop shall be a maximum area of thirty two (32) square feet. (Ord. 2014-73, 11-25-2014)

10-20-9: PERMITTED SIGNS; BUSINESS ZONING DISTRICTS:

A. Permanent Signs:

1. Freestanding Business Signs: On lots less than three (3) acres with one street frontage, one freestanding business sign thirty two (32) square feet or less in area and twelve feet (12') or less in height shall be allowed. If the lot has more than one street frontage, one freestanding business sign thirty two (32) square feet or less in area and twelve feet (12') or less in height per street frontage with an entrance/exit shall be allowed.

On lots three (3) acres or larger with one street frontage, one freestanding business sign sixty four (64) square feet or less in area and twelve feet (12') or less in height shall be allowed. If the lot has more than one street frontage, one freestanding business sign sixty four (64) square feet or less in area and twelve feet (12') or less in height per street frontage with an entrance/exit shall be allowed.

On lots three (3) acres or larger that have a street frontage(s) in excess of eight hundred feet (800') with two (2) entrances/exits at least six hundred feet (600') apart may have two (2) freestanding business signs sixty four (64) square feet or less in area and twelve feet (12') or less in height on each street frontage.

Freestanding signs must be constructed with the base and supporting columns, if present, constructed of the same brick, stone or masonry material that the exterior walls of the principal building are made of. The sign panel color and type must match the color and type used on any wall mounted signage.

No more than fifty percent (50%) of the freestanding sign area may be composed of a message board sign. (Ord. 2014-73, 11-25-2014)

2. Building Mounted Business/Identification Signs:

a. Single Use Building:

(1) A business having a public entrance in an exterior building wall or having an exterior wall facing a public right-of-way shall be permitted to have building mounted identification signage or building mounted business signage for each exterior wall of that part of the building in which it is located, provided said wall contains a public entrance or faces a public right-of-way. The maximum area of such sign shall not exceed two (2) square feet for each one linear foot of the exterior wall of the building. No wall sign shall extend more than seventy five percent (75%) of the width of the exterior wall to which it is attached and shall be no closer than one foot (1') from the vertical or horizontal edge of any wall to which it is affixed. The business cannot transfer sign area between its adjoining exterior walls.

(2) In addition to the signs permitted in subsection A2a(1) of this section, a business on an exterior wall not having a public entrance or facing a public right-of-way may have a building mounted business/identification sign on such a wall not exceeding in size one square foot in area for each one linear foot of the width of that exterior wall and shall not extend more than fifty percent (50%) of the length of that exterior wall and shall be no closer than one foot (1') from the vertical or horizontal edge

of any wall to which it is affixed. Such a sign shall not be illuminated either internally or externally if that sign faces residential land uses.

b. Multi-Tenant Buildings:

(1) Each tenant having a public entrance in an exterior building wall or having an exterior wall facing a public right-of-way shall be permitted to have building mounted business or building mounted identification signage for each such exterior wall that is adjacent or a part of its owned or leased premises. The maximum area of such a sign shall not exceed two (2) square feet in area for each one linear foot of the tenant's exterior wall. No wall sign shall extend more than seventy five percent (75%) of the width of that part of the tenant's exterior wall and shall be no closer than one foot (1') from the vertical or horizontal edge of any wall to which it is affixed.

(2) In addition to the signs permitted in subsection A2b(1) of this section, a tenant on an exterior wall not having a public entrance or facing a public right-of-way may have a building mounted business/identification sign, on that portion of a wall that is adjacent or a part of its owned or leased premises. The size of such a sign shall not exceed one square foot in area for each one linear foot of the width of the tenant's exterior wall and shall not extend more than fifty percent (50%) of the length of the tenant's exterior wall and shall be no closer than one foot (1') from the vertical or horizontal edge of any wall to which it is affixed. Such a sign shall not be illuminated either internally or externally if that sign faces residential land uses. (Ord. 2018-57, 10-23-2018)

3. Electronic Message Display Panel:

a. There shall only be one permitted sign per lot that may contain an electronic message display panel.

b. A permanent freestanding business sign may be composed of an electronic message display panel.

c. The electronic message display panel shall not make the sign otherwise not in compliance with all the requirements of this title and this Code.

d. Except for an electronic message display panel in a permitted sign for a movie theater, all other electronic message display panels shall not display video but may display static text and animation that dissolves, fades, scrolls or travels. Between each display shall be the delay indicated in table 10.20.01 of this section.

e. The brightness of the electronic message display panels shall not be more than five thousand (5,000) nits in the daytime and one thousand seven hundred fifty (1,750) nits in the nighttime.

f. Prior to issuing a permit for a sign that contains an electronic message display panel, the applicant shall provide a written certification from the sign manufacturer that the light intensity has been factory preset not to exceed the levels specified in this section and the intensity level is protected from end user manipulation by password protected software or other method deemed appropriate by the City.

g. Malfunctioning electronic message display panels shall automatically turn off or be turned off within twenty four (24) hours of the malfunction.

h. A sign with an electronic message display panel shall be constructed with the other components of the sign in a natural material in the same brick, stone or masonry construction of the principal building's exterior walls.

i. Table 10.20.01 of this section shows the maximum size of the electronic message display panel.

TABLE 10.20.01

SIZE OF ELECTRONIC MESSAGE SIGNS

(COMMERCIAL)

Type Of Commercial Building And Location	Maximum Area Of Electronic Message Display Panel	Minimum Time Between Video, Animation Or Static Text
Single commercial tenant building on parcel adjacent to major arterial (Illinois Routes 47, 126, and 71, and U.S. Route 34)	32 sq. ft.	5 seconds
Multiple commercial tenant building on parcel adjacent to major arterial	32 sq. ft.	5 seconds
Single commercial tenant building on parcel not adjacent to major arterial	32 sq. ft.	8 seconds
Multiple commercial tenant building on parcel not adjacent to major arterial	24 sq. ft.	8 seconds
Commercial planned unit development Maximum sign height - 10 feet	75 sq. ft.	5 seconds

B. Temporary Signs:

1. Searchlights.
2. Cold air inflatable devices.
3. Grand opening signs. One grand opening sign not to exceed thirty two (32) square feet in area and eight feet (8') in height.
4. Commercial real estate signs. On commercial lots, one real estate sign per street frontage no greater than thirty two (32) square feet in area and five feet (5') in height.
5. Construction signs. One construction sign per lot not to exceed thirty two (32) square feet in area and five feet (5') in height.
6. Wind feathers. No limit on the quantity per lot. Time period not to exceed thirty (30) days.
7. Banners. One special business event sign per business not to exceed thirty two (32) square feet in area.
8. Portable signs. One portable sign per business not to exceed sixteen (16) square feet in area.
9. Off premises sponsorship banner. Banners shall be on City property. Individual banners shall be mounted on an outfield fence, backstop, or scoreboard. Banners mounted on an outfield fence shall be a dimension of three feet by six feet (3' x 6') in size and shall face the playing field. Banners mounted on a scoreboard or backstop shall be a maximum area of thirty two (32) square feet. (Ord. 2014-73, 11-25-2014)

10-20-10: PERMITTED SIGNS; MANUFACTURING ZONING DISTRICTS:

A. Permanent Signs:

1. Freestanding Business Sign: On lots less than three (3) acres or on lots that face a residentially zoned or used lot with one street frontage, one freestanding business sign shall be allowed. Said sign shall be thirty two (32) square feet or less in area and twelve feet (12') or less in

height. If the lot has more than one street frontage, one freestanding business sign thirty two (32) square feet or less in area and twelve feet (12') or less in height per street frontage with an entrance/exit shall be allowed.

On lots three (3) acres or larger with one street frontage, one freestanding business sign shall be allowed. Said sign shall be a maximum of sixty four (64) square feet or less in area and twelve feet (12') or less in height shall be allowed. If the lot has more than one street frontage, one freestanding business sign sixty four (64) square feet or less in area and twelve feet (12') or less in height per street frontage with an entrance/exit shall be allowed.

On lots three (3) acres or larger that have a street frontage(s) in excess of eight hundred feet (800') with two (2) entrances/exits at least six hundred feet (600') apart may have two (2) freestanding business signs sixty four (64) square feet or less in area and twelve feet (12') or less in height on each street frontage.

Freestanding signs must be constructed with the base and supporting columns, if present, of the same brick, stone or masonry material that the exterior walls of the principal building are made of. The sign panel containing the type and the type must match the color and type used on any wall mounted signage.

No more than fifty percent (50%) of the freestanding sign area may be composed of a message board sign. (Ord. 2014-73, 11-25-2014)

2. Building Mounted Business/Identification Signs:

a. Single Use Building:

(1) A business having a public entrance in an exterior building wall or having an exterior wall facing a public right-of-way shall be permitted to have building mounted identification signage or building mounted business signage for each exterior wall of that part of the building in which it is located, provided said wall contains a public entrance or faces a public right-of-way. The maximum area of such sign shall not exceed two (2) square feet for each one linear foot of the exterior wall of the building. No wall sign shall extend more than seventy five percent (75%) of the width of the exterior wall to which it is attached and shall be no closer than one foot (1') from the vertical or horizontal edge of any wall to which it is affixed. The business cannot transfer sign area between its adjoining exterior walls.

(2) In addition to the signs permitted in subsection A2a(1) of this section, a business on an exterior wall not having a public entrance or facing a public right-of-way may have a building mounted business/identification sign on such a wall not exceeding in size one square foot in area for each one linear foot of the width of that exterior wall and shall not extend more than fifty percent (50%) of the length of that exterior wall and shall be no closer than one foot (1') from the vertical or horizontal edge of any wall to which it is affixed. Such a sign shall not be illuminated either internally or externally if that sign faces residential land uses.

b. Multi-Tenant Buildings:

(1) Each tenant having a public entrance in an exterior building wall or having an exterior wall facing a public right-of-way shall be permitted to have building mounted business or building mounted identification signage for each such exterior wall that is adjacent or a part of its owned or leased premises. The maximum area of such a sign shall not exceed two (2) square feet in area for each one linear foot of the tenant's exterior wall. No wall sign shall extend more than seventy five percent (75%) of the width of that part of the tenant's exterior wall and shall be no closer than one foot (1') from the vertical or horizontal edge of any wall to which it is affixed.

(2) In addition to the signs permitted in subsection A2b(1) of this section, a tenant on an exterior wall not having a public entrance or facing a public right-of-way may have a building mounted business/identification sign, on that portion of a wall that is adjacent or a part of its owned or leased

premises. The size of such a sign shall not exceed one square foot in area for each one linear foot of the width of the tenant's exterior wall and shall not extend more than fifty percent (50%) of the length of the tenant's exterior wall and shall be no closer than one foot (1') from the vertical or horizontal edge of any wall to which it is affixed. Such a sign shall not be illuminated either internally or externally if that sign faces residential land uses. (Ord. 2018-57, 10-23-2018)

3. Electronic Message Display Panel:

- a. There shall only be one permitted sign per lot that may contain an electronic message display panel.
- b. A permanent freestanding business sign may be composed of an electronic message display panel.
- c. The electronic message display panel shall not make the sign otherwise not in compliance with all the requirements of this title and this Code.
- d. Except for an electronic message display panel in a permitted sign for a movie theater, all other electronic message display panels shall not display video but may display static text and animation that dissolves, fades, scrolls or travels. Between each display shall be the delay indicated in table 10.20.02 of this section.
- e. The brightness of the electronic message display panels shall not be more than five thousand (5,000) nits in the daytime and one thousand seven hundred fifty (1,750) nits in the nighttime.
- f. Prior to issuing a permit for a sign that contains an electronic message display panel, the applicant shall provide a written certification from the sign manufacturer that the light intensity has been factory preset not to exceed the levels specified in this section and the intensity level is protected from end user manipulation by password protected software or other method deemed appropriate by the city.
- g. Malfunctioning electronic message display panels shall automatically turn off or be turned off within twenty four (24) hours of the malfunction.
- h. A sign with an electronic message display panel shall be constructed with the other components of the sign in a natural material in the same brick, stone or masonry construction of the principal building's exterior walls.
- i. Table 10.20.02 of this section shows the maximum size of the electronic message display panel.

TABLE 10.20.02
SIZE OF ELECTRONIC MESSAGE SIGNS
(MANUFACTURING)

Size Of Parcels	Maximum Area Of Electronic Message Display Panel	Minimum Time Between Video, Animation Or Static Text
Manufacturing parcel of 3 acres or less	32 sq. ft.	8 seconds
Manufacturing parcel of more than 3 acres	36 sq. ft.	8 seconds

B. Temporary Signs:

1. Real Estate Signs: On industrial lots, one real estate sign per street frontage no greater than thirty two (32) square feet in area or five feet (5') in height.
2. Construction Signs: One construction sign per industrial lot not to exceed thirty two (32) square feet in area and ten feet (10') in height.
3. Banners/Special Business Event Sign: One banner/special business event sign per business not to exceed thirty two (32) square feet in area and ten feet (10') in height.
4. Portable Sign: One portable sign per business not to exceed sixteen (16) square feet in area.
5. Wind Feathers: No limit on the quantity per lot. Time period not to exceed thirty (30) days.
6. Off Premises Sponsorship Banner: Banners shall be on city property. Individual banners shall be mounted on an outfield fence, backstop or scoreboard. Banners mounted on an outfield fence shall be a dimension of three feet by six feet (3' x 6') in size and shall face the playing field. Banners mounted on a scoreboard shall be a maximum area of thirty two (32) square feet. (Ord. 2014-73, 11-25-2014)

10-20-11: NONCONFORMING SIGNS:

A. Any sign for which a permit has been lawfully granted prior to the effective date of this or any subsequent amendment to this chapter and which does not comply with the provisions of such amendment may nonetheless be completed in accordance with the approved plans, provided construction of the sign is started within ninety (90) days after the passage of the chapter amendment and is completed within sixty (60) days after beginning construction.

B. Whenever a nonconforming sign has been discontinued for a period of six (6) months, or whenever there is evidence of a clear intent on the part of the owner to abandon a nonconforming sign, such sign shall not, after being discontinued or abandoned, be reestablished and the sign hereafter shall be in conformity with the regulations of this chapter.

C. Normal maintenance of a nonconforming sign is permitted, including necessary nonstructural repairs or incidental alterations which do not extend or intensify the nonconforming features of the sign.

D. No structural alteration, enlargement or extension shall be made in a nonconforming sign except when the alteration will actually result in eliminating the nonconformance.

E. If a nonconforming sign is damaged or destroyed by any means to the extent of fifty percent (50%) or more of the replacement value at the time, the sign can be rebuilt or used thereafter only for a conforming use and in compliance with the provisions of this chapter. In the event the damage or destruction is less than fifty percent (50%) of its replacement value based upon prevailing costs, the sign may then be restored to its original condition and the use may be continued which existed at the time of such partial destruction until the nonconforming sign is otherwise abated by the provisions of this chapter. In either event, a permit for restoration or repair must be applied for within a period of thirty (30) days from the date of damage or destruction, and be completed within sixty (60) days after beginning restoration or repair.

F. Existing temporary signs shall expire at the termination date specified on the permit, but in no case later than six (6) months from the passage date hereof. New temporary signs shall be allowed only in conformance with the provisions contained in this chapter. Such signage must be removed by the close of business of the day the temporary sign permit expires. (Ord. 2014-73, 11-25-2014)

10-20-12: PERMITTING PROCEDURES:

Permits for permanent and temporary signs:

A. Permit Required: No sign shall be erected, enlarged, expanded, altered or relocated unless the person proposing to erect, alter or move such sign shall obtain a permit from the code official. Such permit shall be issued only when the sign complies with all of the applicable provisions of this chapter.

The fee for granting such a permit for signs shall be established by the city council. The schedule of fees for signs shall be posted in the city offices and may be amended only by the city council. A deposit of fifty dollars (\$50.00) shall be required at the time of permit application for any temporary banner sign, which deposit shall be returned to the applicant upon removal of the temporary banner sign, unless the applicant is in violation of the provisions of this chapter.

Routine sign maintenance, changing of parts designed for change, or changing the content of a sign in any manner which does not change the functional classification of the sign shall not, standing alone, be considered an alteration of the sign requiring the issuance of a permit, unless such change of parts or content relates to or is occasioned by a change in the ownership or nature of the activity to which the sign relates or which is conducted on the premises on which the sign is located.

B. Application For Permit: Any person desiring a permit for a permanent or temporary sign shall file a permit application which shall contain or have attached the following information:

1. A copy of plans and specifications showing the method of construction, illumination, if any, and support of such sign. Calculations showing the sign is designed for dead load and wind pressure in any direction in the amount required by other applicable laws and ordinances of the city may be required.

2. A plat of survey showing the location of the sign(s) on the lot and a drawing indicating the location of the sign(s) on any building or structure on the lot.

3. A sketch, drawn to scale, showing sign faces, exposed surface areas and the proposed message and design, accurately represented as to size, area, proportion and color.

4. The written consent of the owner(s) or agent of the building, structure, or land on which the sign is erected.

5. The name, address and phone number of the applicant.

6. The name of the person, firm, corporation or association erecting, altering or moving the sign.

C. Temporary Sign Permit Frequency And Duration Per Business:

TABLE 10.20.03

TEMPORARY SIGN PERMIT FREQUENCY AND DURATION

Type Of Sign	Maximum Duration	Maximum Frequency
Banners	30 days	5 times per year
Cold air inflatable device	72 hours	Once per year
Commercial real estate	6 months	Renewable
Construction	During active building permit issuance	
Grand opening	45 days	Once per business
Industrial real estate	6 months	Renewable
Off premises sponsorship banner	8 months: March through October	
Residential marketing	6 months	Renewable
Sandwich board or A-frame	6 months	Renewable

Searchlights	72 hours	Once per year
Wind feather (per property)	30 days (\$25.00 fee)	Renewable (\$5.00 fee)

(Ord. 2014-73, 11-25-2014)

10-20-13: SIGN VARIATIONS:

In addition to the procedures and standards listed in section 10-4-7 of this title regarding variations from the requirements, the zoning board of appeals shall also consider the following factors in hearing testimony and making decisions regarding sign variance requests:

- A. If the sign was erected legally with a sign permit.
- B. If there are any unique physical characteristics of the property.
- C. If there are limited available locations for signage on the property.
- D. The cost to the applicant of complying with the requirements of this chapter.
- E. If the sign is on or faces a street with a forty (40) mile per hour or higher speed limit.
- F. If the sign is on a street with twenty thousand (20,000) or higher vehicle trips per day.
- G. If the sign would be blocked by existing or required landscaping.
- H. If it is a wall sign facing a public right of way without a public entrance.

(Ord. 2014-73, 11-25-2014)

PUBLIC NOTICE OF A HEARING BEFORE
THE UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
PZC 2020-14

NOTICE IS HEREWITH GIVEN THAT the United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment for consideration of updates to “Chapter 20: Signs” of the United City of Yorkville Zoning Ordinance. The amendment to the text is related to non-conforming signs which proposes to define the term “maintenance” of said signage. Additionally, the text amendment will provide an exemption for the replacement of existing non-conforming freestanding monument static message board signs with electronic message board signs along a major thoroughfare, if such replacement does not increase the overall existing sign size.

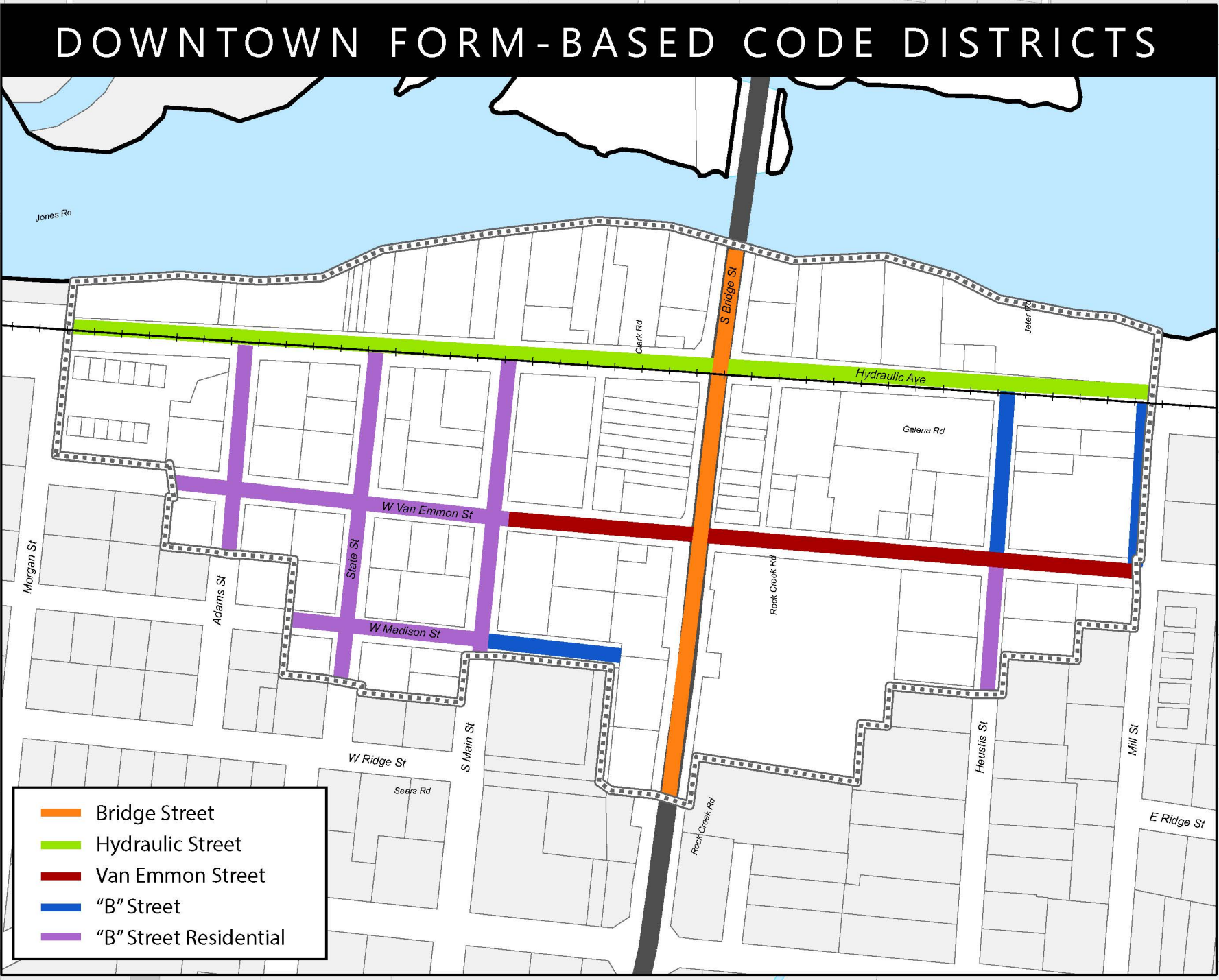
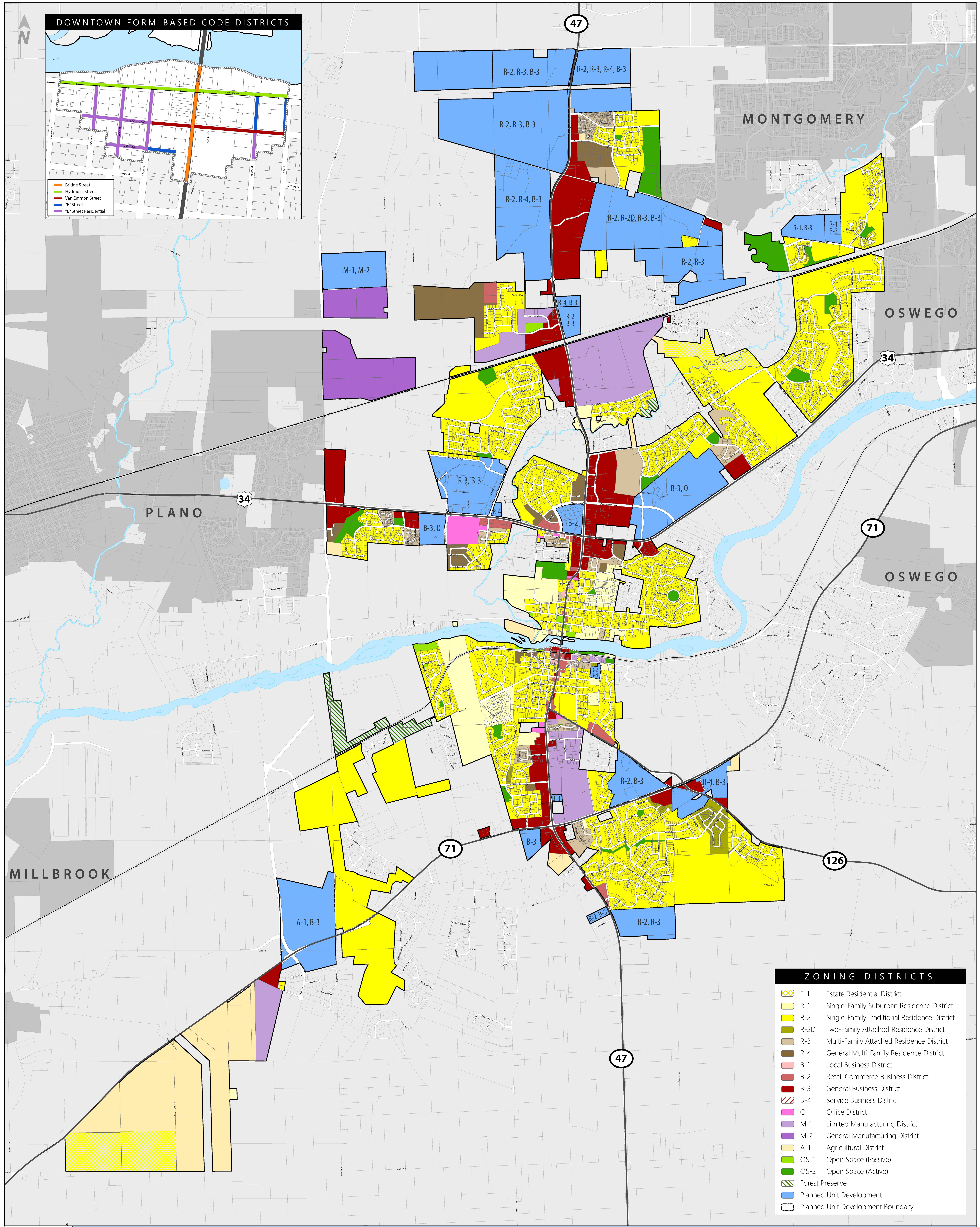
NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing on Wednesday, January 13, 2021 at 7 p.m. at the Yorkville City Hall, located at 800 Game Farm Road, Yorkville, Illinois 60560.

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.

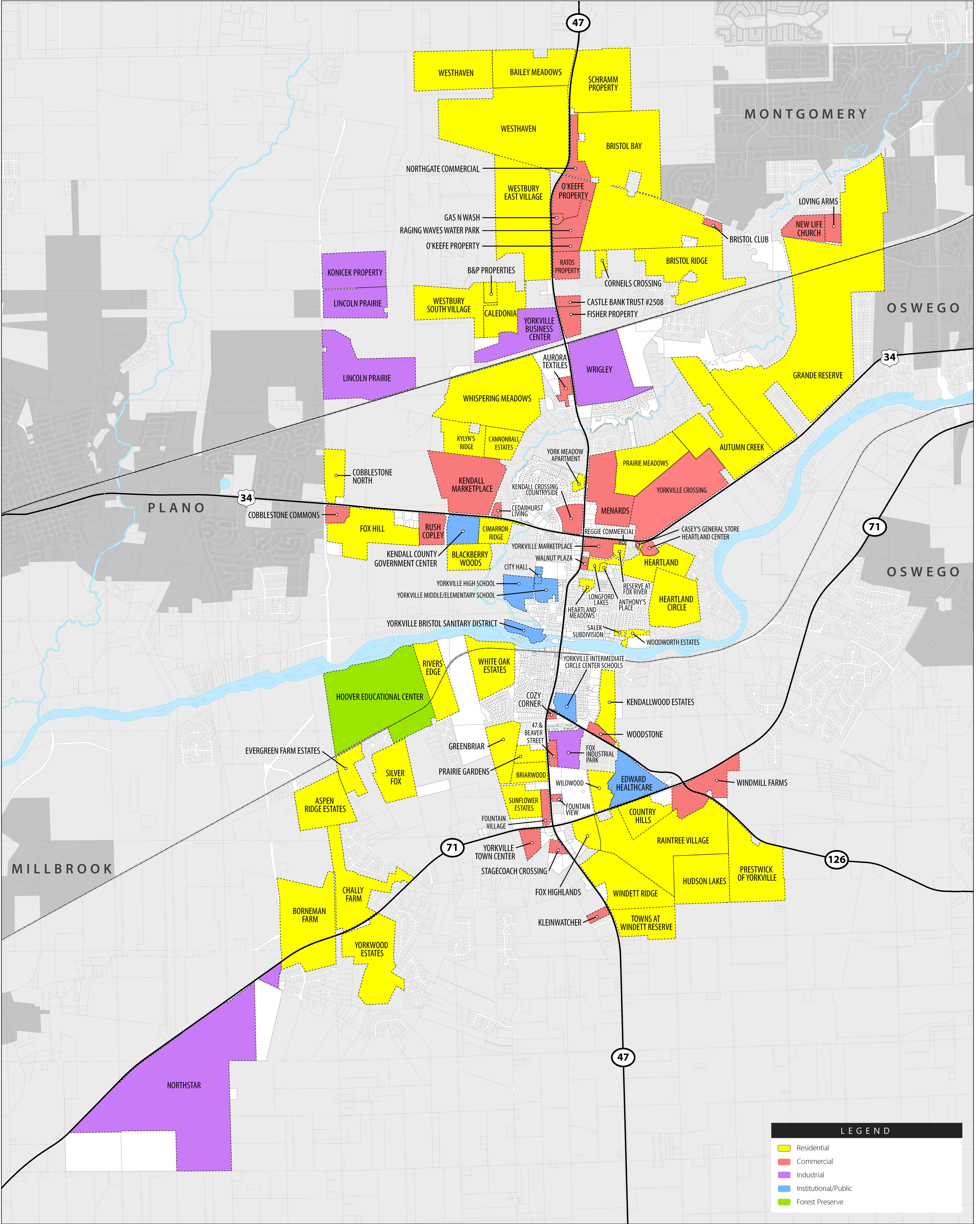
By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

LISA PICKERING
City Clerk



ZONING DISTRICTS	
	E-1 Estate Residential District
	R-1 Single-Family Suburban Residence District
	R-2 Single-Family Traditional Residence District
	R-2D Two-Family Attached Residence District
	R-3 Multi-Family Attached Residence District
	R-4 General Multi-Family Residence District
	B-1 Local Business District
	B-2 Retail Commerce Business District
	B-3 General Business District
	B-4 Service Business District
	O Office District
	M-1 Limited Manufacturing District
	M-2 General Manufacturing District
	A-1 Agricultural District
	OS-1 Open Space (Passive)
	OS-2 Open Space (Active)
	Forest Preserve
	Planned Unit Development
	Planned Unit Development Boundary





LEGEND

Residential

Commercial

Industrial

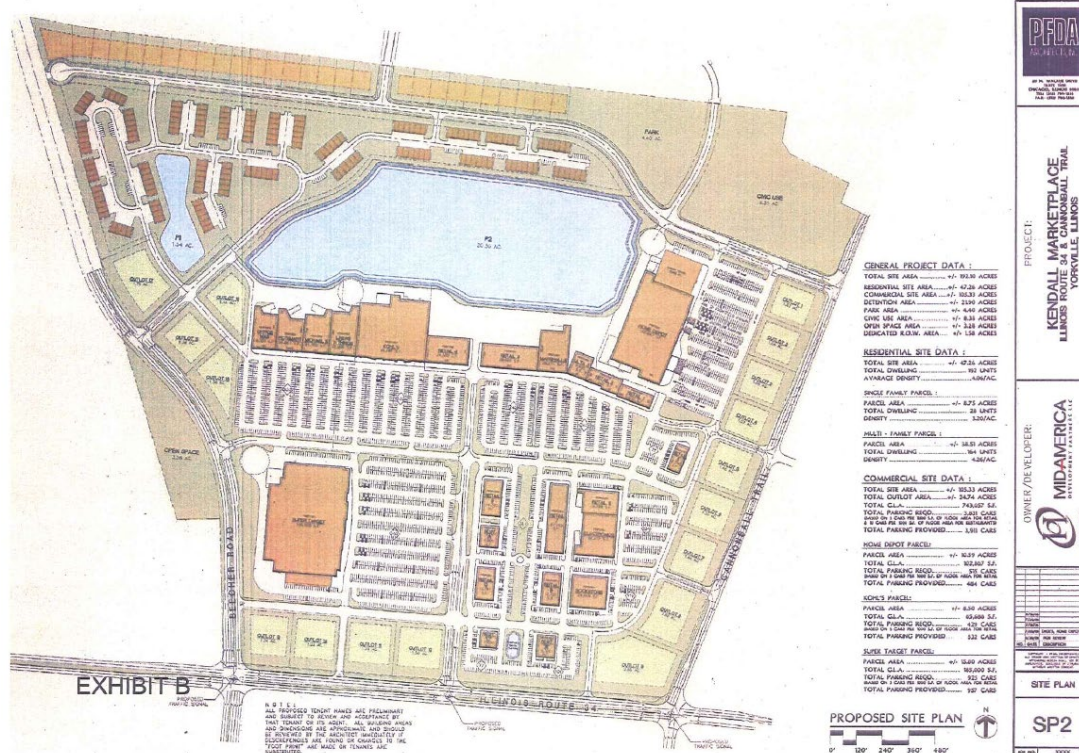
Institutional/Public

Forest Preserve

The subject property is currently zoned as R-3 Multi-Family Attached Residence District as part of the Kendall Marketplace Planned Unit Development. The following are the current immediate surrounding zoning and land uses:

The proposed area is both Phase 2 and 3 of the Kendall Marketplace Townhome Development (see attached Phase Plan). The original phasing plan was submitted at the end of 2019 when the petitioner began the process of subdividing Phase 1 into the now 48 townhome lots. The submitted Final Plat for Phase 2 and 3 are in line with this phasing plan.

This final plat request is a continuance to complete the residential portion of the Kendall Marketplace Development which was adopted in 2006 (Ord. 2006-125). This ordinance states “[t]he development of the property shall be generally pursuant to the Conceptual Plans attached hereto and incorporated herein as Exhibit “B” as illustrated below:



Similar to the Phase 1 Final Plat, this proposed final plat conforms to the Conceptual Plan illustrated in the regulating ordinance. The Conceptual Plan illustrates additional townhomes on Lot 3 which will be resubdivided at a later date as shown in the phasing plan submitted by HR Green.

PLAN COUNCIL COMMENTS:

A Plan Council meeting was held on November 12, 2020 with the petitioner and City staff. Community Development staff asked the petitioner if they would like to resubdivide the entire development to avoid another final plat process. The petitioner stated they were comfortable coming back to subdivide Phase 4 at a later date and did not mind going through the process again.

Additionally, staff inquired about the stormwater detention for these phases as it seems the stormwater detention basin is part of Phase 4. The petitioner stated, and was confirmed by the City Engineer, that the stormwater mitigation area was existing and only needed to be maintained throughout the development process. Therefore, the stormwater management for the proposed phases is already in place.

STAFF COMMENTS:

The proposed Final Plat of Resubdivision meets the original conceptual plan for the attached single-family homes of this development. Additionally, the phasing exhibit also shows the future phase will align with the plan as well.

Engineering staff (EEI) provided the petitioner with their comments on the final plat submission. There have been two rounds of comments and revisions between EEI and the petitioner (see attached). The most current final plat is dated as last revised on January 6, 2021. Any additional comments made by EEI will be part of the final ordinance.

PROPOSED MOTION:

In consideration of the proposed Final Plat of Subdivision for the Kendall Marketplace Development Lot 52, Phases 2 and 3, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by HR Green, dated last revised January 6, 2021 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

ATTACHMENTS:

1. Petitioner Applications
2. Phase 2 and 3 Final Plat (January 6, 2021)
3. Kendall Marketplace Phasing Exhibit
4. EEI Comments (October 29, 2020)
5. HR Green Response Letter (November 20, 2020)
6. EEI Comments (November 23, 2020)

[illegible]



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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NAME: Townies of Kendall	FUND ACCOUNT NUMBER: 1000	PROPERTY ADDRESS: 1000 Blackberry Shore Yorkville, IL 60560	
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: Luz M. Padilla		COMPANY: Abby Properties, LLC	
MAILING ADDRESS: P.O. Box 145			
CITY, STATE, ZIP: Plano, IL 60545		TELEPHONE: 6303657229	
EMAIL: abbyproperties.llc@gmail.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.			
Luz M. Padilla		Manager	
PRINT NAME		TITLE	
SIGNATURE*		DATE 10/14/2020	
<small>*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)</small>			
INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS			
ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	\$5,000	Less than two (2) acres	\$1,000
Over one (1) acre, but less than ten (10) acres	\$10,000	Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres, but less than forty (40) acres	\$15,000	Over ten (10) acres	\$5,000
Over forty (40) acres, but less than one hundred (100)	\$20,000		
In excess of one hundred (100.00) acres	\$25,000		



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 FINAL PLAT/REPLAT

ATTORNEY INFORMATION

NAME: Kathy West COMPANY: Dommerbuth Cobine West Gensler Philipchuck & C
MAILING ADDRESS: 111 E. Jefferson
CITY, STATE, ZIP: Naperville, IL 60540 TELEPHONE: 6303555800
EMAIL: kcw@dbcw.com FAX:

ENGINEER INFORMATION

NAME: David Schultz COMPANY: HR Green
MAILING ADDRESS: 2363 Sequoia Dr. Ste. 1
CITY, STATE, ZIP: Aurora, IL 60506 TELEPHONE: 6305537560
EMAIL: dschultz@hrgreen.com FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: Bernard Bauer COMPANY: HR Green
MAILING ADDRESS: 2363 Sequoia Dr Ste 1
CITY, STATE, ZIP: Aurora, IL 60506 TELEPHONE: 6305537560
EMAIL: bbauer@hrgreen.com FAX:

ATTACHMENTS

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

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.

Luz Maria Padilla

PETITIONER SIGNATURE

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

Luz Maria Padilla

OWNER SIGNATURE



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 FINAL PLAT/REPLAT

ATTORNEY INFORMATION

NAME: _____ COMPANY: _____
MAILING ADDRESS: _____
CITY, STATE, ZIP: _____ TELEPHONE: _____
EMAIL: _____ FAX: _____

ENGINEER INFORMATION

NAME: _____ COMPANY: _____
MAILING ADDRESS: _____
CITY, STATE, ZIP: _____ TELEPHONE: _____
EMAIL: _____ FAX: _____

LAND PLANNER/SURVEYOR INFORMATION

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".

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.

Luz Maria Padilla
PETITIONER SIGNATURE

[Signature]

OFFICIAL SEAL
JENNIFER GARCIA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/23/22

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

Luz Maria Padilla
OWNER SIGNATURE

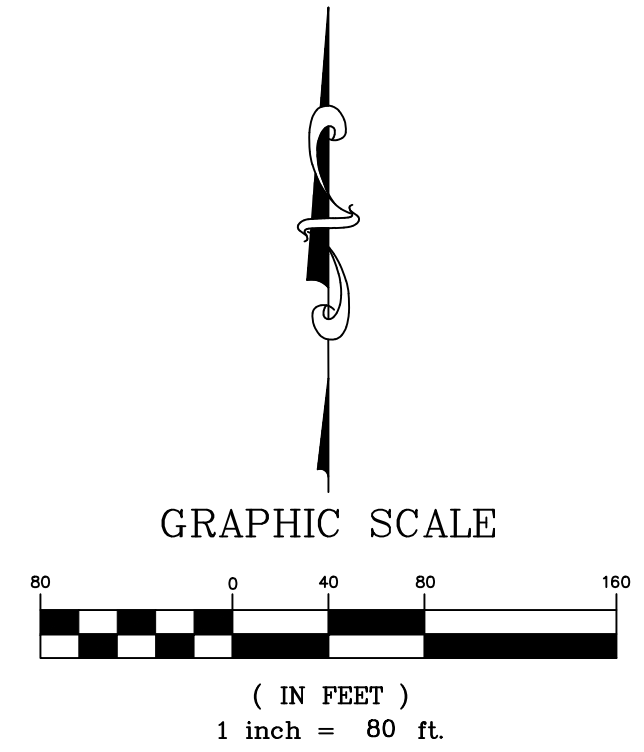
[Signature]

OFFICIAL SEAL
JENNIFER GARCIA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/23/22

FINAL PLAT OF RESUBDIVISION
KENDALL MARKETPLACE
LOT 52 PHASE 2 & 3 RESUBDIVISION

A RESUBDIVISION OF LOT 2 IN KENDALL MARKETPLACE LOT 52 PHASE 1
RESUBDIVISION, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 19
AND PART OF THE SOUTHWEST 1/4 OF SECTION 20, BOTH IN TOWNSHIP 37
NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED JUNE 4, 2020 AS DOCUMENT 202000009438
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

PINs: 02-20-353-018
02-19-481-001



HR GREEN CONTACTS:
DAVID W. SCHULTZ P.E., PROJECT MANAGER
630-753-7560
BERNARD J. BAUER P.L.S., PROJECT SURVEYOR
630-753-7560

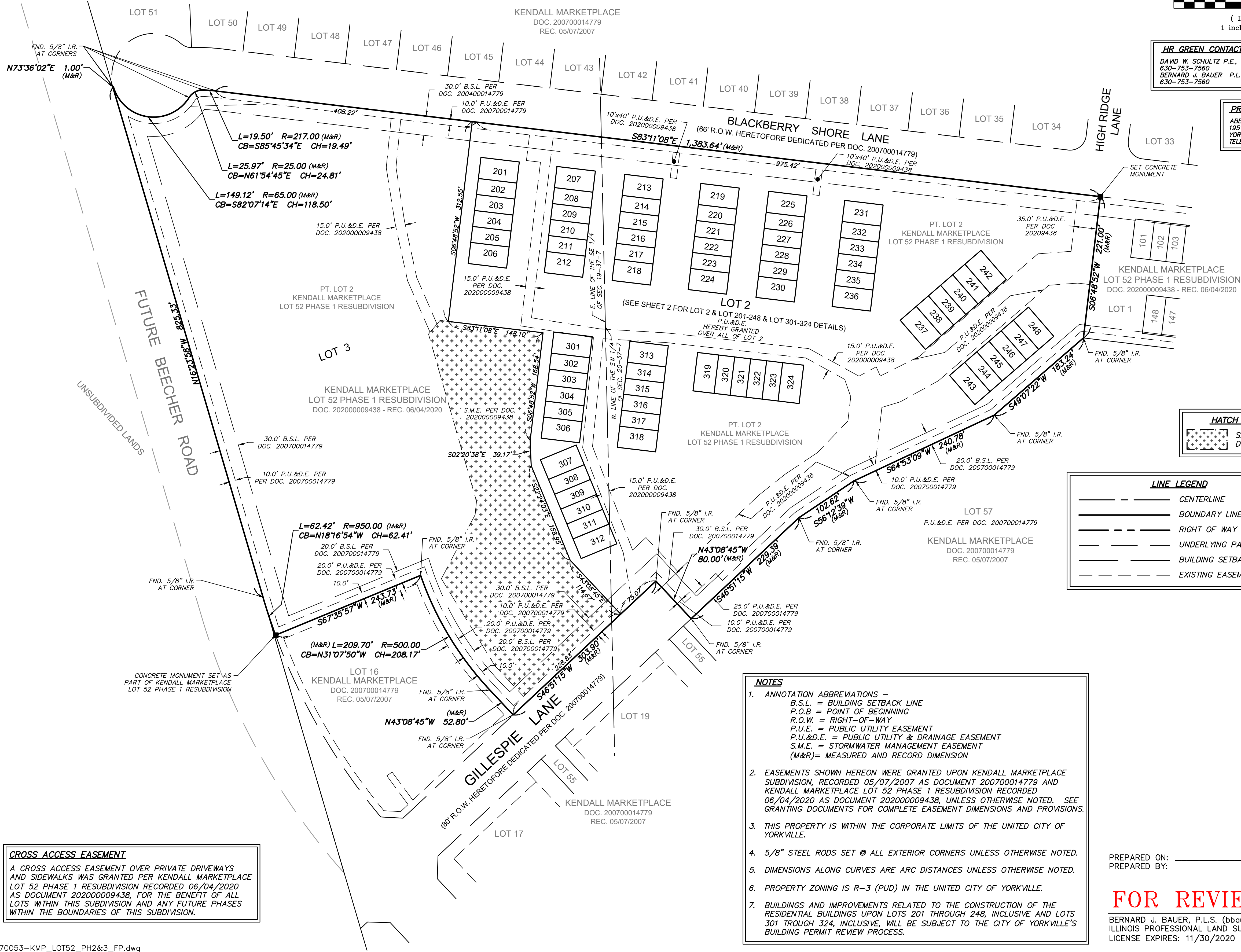
PROPERTY OWNER:
ABBY PROPERTIES, LLC
1951 RENA LN
YORKVILLE, IL 60560
TELEPHONE: 630-273-2528

LOT AREAS				LOT AREAS			
LOT #	SQ.FT.	ACRES		LOT #	SQ.FT.	ACRES	
2	369,759±	8.489±		236	1,980±	0.045±	
3	410,065±	9.414±		237	1,980±	0.045±	
201	1,980±	0.045±		238	1,500±	0.034±	
202	1,500±	0.034±		239	1,500±	0.034±	
203	1,500±	0.034±		240	1,500±	0.034±	
204	1,500±	0.034±		241	1,500±	0.034±	
205	1,500±	0.034±		242	1,980±	0.045±	
206	1,980±	0.045±		243	1,860±	0.043±	
207	1,980±	0.045±		244	1,500±	0.034±	
208	1,500±	0.034±		245	1,500±	0.034±	
209	1,500±	0.034±		246	1,500±	0.034±	
210	1,500±	0.034±		247	1,500±	0.034±	
211	1,500±	0.034±		248	1,860±	0.043±	
212	1,980±	0.045±		301	1,980±	0.045±	
213	1,980±	0.045±		302	1,500±	0.034±	
214	1,500±	0.034±		303	1,500±	0.034±	
215	1,500±	0.034±		304	1,500±	0.034±	
216	1,500±	0.034±		305	1,500±	0.034±	
217	1,500±	0.034±		306	1,980±	0.045±	
218	1,980±	0.045±		307	1,980±	0.045±	
219	1,980±	0.045±		308	1,500±	0.034±	
220	1,500±	0.034±		309	1,500±	0.034±	
221	1,500±	0.034±		310	1,500±	0.034±	
222	1,500±	0.034±		311	1,500±	0.034±	
223	1,500±	0.034±		312	1,980±	0.045±	
224	1,980±	0.045±		313	1,980±	0.045±	
225	1,980±	0.045±		314	1,500±	0.034±	
226	1,500±	0.034±		315	1,500±	0.034±	
227	1,500±	0.034±		316	1,500±	0.034±	
228	1,500±	0.034±		317	1,980±	0.045±	
229	1,500±	0.034±		318	1,980±	0.045±	
230	1,980±	0.045±		319	1,980±	0.045±	
231	1,980±	0.045±		320	1,500±	0.034±	
232	1,500±	0.034±		321	1,500±	0.034±	
233	1,500±	0.034±		322	1,500±	0.034±	
234	1,500±	0.034±		323	1,500±	0.034±	
235	1,500±	0.034±		324	1,980±	0.045±	
TOTAL LAND AREA: 899,783± SQ.FT. OR 20.656± ACRES							

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
• Basis of bearings for this survey: RECORDED PLAT OF SUBDIVISION
• No distance should be assumed by scaling.
• No underground improvements have been located unless shown and noted.
• No representation as to ownership, use, or possession should be hereon implied.
• This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
• Field work for this survey was completed on 12/09/19.
• This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:
ABBY PROPERTIES LLC

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

1/6/2021 1:07:50 PM
\\hrgreen.com\HRG\Data\2017\170053\170053.01\Survey\Dwg\170053-KMP_LOT52_PH2&3_FP.dwg



CROSS ACCESS EASEMENT
A CROSS ACCESS EASEMENT OVER PRIVATE DRIVEWAYS AND SIDEWALKS WAS GRANTED PER KENDALL MARKETPLACE LOT 52 PHASE 1 RESUBDIVISION RECORDED 06/04/2020 AS DOCUMENT 202000009438, FOR THE BENEFIT OF ALL LOTS WITHIN THIS SUBDIVISION AND ANY FUTURE PHASES WITHIN THE BOUNDARIES OF THIS SUBDIVISION.

- NOTES**
- ANNOTATION ABBREVIATIONS -
B.S.L. = BUILDING SETBACK LINE
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
P.U.E. = PUBLIC UTILITY EASEMENT
P.U.&D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
S.M.E. = STORMWATER MANAGEMENT EASEMENT
(M&R) = MEASURED AND RECORD DIMENSION
 - EASEMENTS SHOWN HEREON WERE GRANTED UPON KENDALL MARKETPLACE SUBDIVISION, RECORDED 05/07/2007 AS DOCUMENT 200700014779 AND KENDALL MARKETPLACE LOT 52 PHASE 1 RESUBDIVISION RECORDED 06/04/2020 AS DOCUMENT 202000009438, UNLESS OTHERWISE NOTED. SEE GRANTING DOCUMENTS FOR COMPLETE EASEMENT DIMENSIONS AND PROVISIONS.
 - THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE.
 - 5/8" STEEL RODS SET @ ALL EXTERIOR CORNERS UNLESS OTHERWISE NOTED.
 - DIMENSIONS ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
 - PROPERTY ZONING IS R-3 (PUD) IN THE UNITED CITY OF YORKVILLE.
 - BUILDINGS AND IMPROVEMENTS RELATED TO THE CONSTRUCTION OF THE RESIDENTIAL BUILDINGS UPON LOTS 201 THROUGH 248, INCLUSIVE AND LOTS 301 THROUGH 324, INCLUSIVE, WILL BE SUBJECT TO THE CITY OF YORKVILLE'S BUILDING PERMIT REVIEW PROCESS.

PREPARED ON: _____
PREPARED BY: _____

FOR REVIEW

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799
LICENSE EXPIRES: 11/30/2020

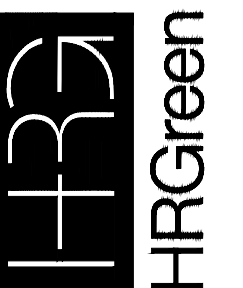
FINAL PLAT OF RESUBDIVISION
KENDALL MARKETPLACE
LOT 52 PHASE 2 & 3
RESUBDIVISION

BAR IS ONE INCH ON
OFFICIAL DRAWINGS
0" IF NOT ONE INCH,
ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: MD
JOB DATE: 10/15/2020
JOB NO: 170053.01

SHEET
1 OF 3

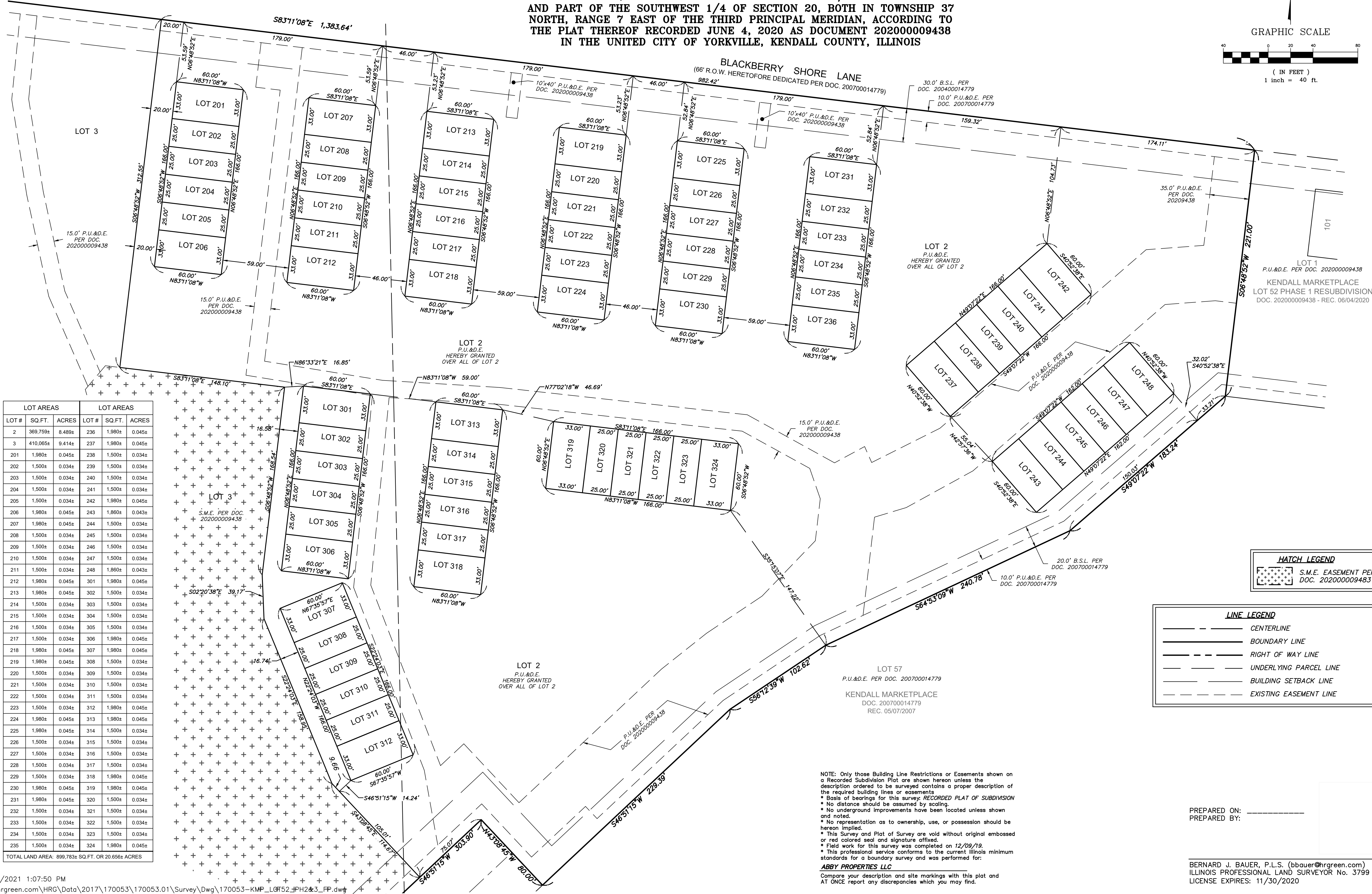
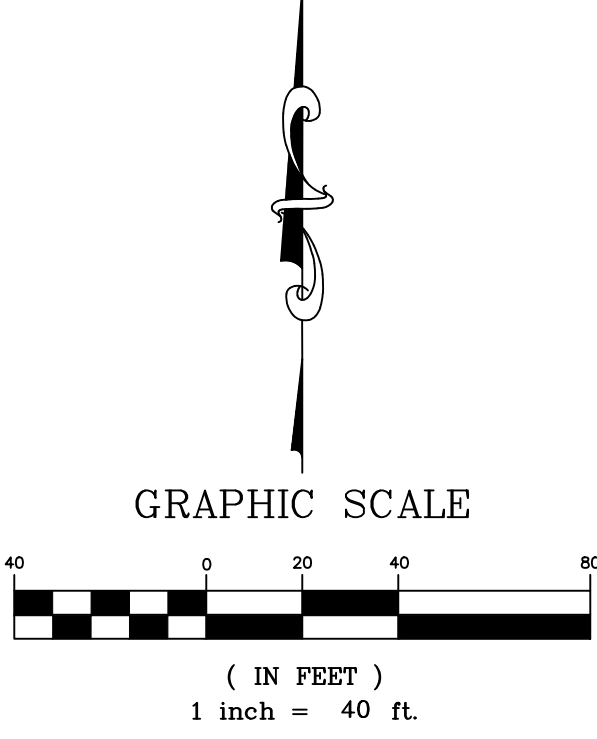
Illinois Professional Design Firm # 184-001322
2363 Sequoia Drive, Suite 101,
Aurora, Illinois 60506
t. 630.553.7560 f. 630.553.7646
www.hrgreen.com



FINAL PLAT OF RESUBDIVISION
KENDALL MARKETPLACE
LOT 52 PHASE 2 & 3 RESUBDIVISION

A RESUBDIVISION OF LOT 2 IN KENDALL MARKETPLACE LOT 52 PHASE 1
RESUBDIVISION, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 19
AND PART OF THE SOUTHWEST 1/4 OF SECTION 20, BOTH IN TOWNSHIP 37
NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED JUNE 4, 2020 AS DOCUMENT 202000009438
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

PINs: 02-20-353-018
02-19-481-001



LOT AREAS			LOT AREAS		
LOT #	SQ.FT.	ACRES	LOT #	SQ.FT.	ACRES
2	369.759±	8.489±	236	1.980±	0.045±
3	410.065±	9.414±	237	1.980±	0.045±
201	1.980±	0.045±	238	1.500±	0.034±
202	1.500±	0.034±	239	1.500±	0.034±
203	1.500±	0.034±	240	1.500±	0.034±
204	1.500±	0.034±	241	1.500±	0.034±
205	1.500±	0.034±	242	1.980±	0.045±
206	1.980±	0.045±	243	1.980±	0.045±
207	1.980±	0.045±	244	1.500±	0.034±
208	1.500±	0.034±	245	1.500±	0.034±
209	1.500±	0.034±	246	1.500±	0.034±
210	1.500±	0.034±	247	1.500±	0.034±
211	1.500±	0.034±	248	1.860±	0.043±
212	1.980±	0.045±	301	1.980±	0.045±
213	1.980±	0.045±	302	1.500±	0.034±
214	1.500±	0.034±	303	1.500±	0.034±
215	1.500±	0.034±	304	1.500±	0.034±
216	1.500±	0.034±	305	1.500±	0.034±
217	1.500±	0.034±	306	1.980±	0.045±
218	1.980±	0.045±	307	1.980±	0.045±
219	1.980±	0.045±	308	1.500±	0.034±
220	1.500±	0.034±	309	1.500±	0.034±
221	1.500±	0.034±	310	1.500±	0.034±
222	1.500±	0.034±	311	1.500±	0.034±
223	1.500±	0.034±	312	1.980±	0.045±
224	1.980±	0.045±	313	1.980±	0.045±
225	1.980±	0.045±	314	1.500±	0.034±
226	1.500±	0.034±	315	1.500±	0.034±
227	1.500±	0.034±	316	1.500±	0.034±
228	1.500±	0.034±	317	1.500±	0.034±
229	1.500±	0.034±	318	1.980±	0.045±
230	1.980±	0.045±	319	1.980±	0.045±
231	1.980±	0.045±	320	1.500±	0.034±
232	1.500±	0.034±	321	1.500±	0.034±
233	1.500±	0.034±	322	1.500±	0.034±
234	1.500±	0.034±	323	1.500±	0.034±
235	1.500±	0.034±	324	1.980±	0.045±
TOTAL LAND AREA: 899.783± SQ.FT. OR 20.856± ACRES					

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
* Basis of bearings for this survey, RECORDED PLAT OF SUBDIVISION.
* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be hereon implied.
* This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
* Field work for this survey was completed on 12/09/19.
* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:
ABBY PROPERTIES LLC
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

PREPARED BY: _____
PREPARED BY: _____

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799
LICENSE EXPIRES: 11/30/2020

FINAL PLAT OF RESUBDIVISION
KENDALL MARKETPLACE
LOT 52 PHASE 2 & 3
RESUBDIVISION

BAR IS ONE INCH ON
OFFICIAL DRAWINGS
IF NOT ONE INCH,
ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: MD
JOB DATE: 10/15/2020
JOB NO: 170053.01

Illinois Professional Design Firm # 184-001322
2363 Sequoia Drive, Suite 101,
Aurora, Illinois 60506
t. 630.553.7560 f. 630.553.7646
www.hrgreen.com

HRGreen

REVISION DESCRIPTION		DATE	BY
BIB	PER ECI COMMENTS DATED 10/29/2020	11/20/20	BIB
BIB	PER ECI COMMENTS DATED 11/24/2020	01/06/21	BIB
		2	

FINAL PLAT OF RESUBDIVISION
KENDALL MARKETPLACE
LOT 52 PHASE 2 & 3 RESUBDIVISION

A RESUBDIVISION OF LOT 2 IN KENDALL MARKETPLACE LOT 52 PHASE 1
RESUBDIVISION, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 19
AND PART OF THE SOUTHWEST 1/4 OF SECTION 20, BOTH IN TOWNSHIP 37
NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED JUNE 4, 2020 AS DOCUMENT 20200009438
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

PINs: 02-20-353-018
02-19-481-001

OWNERSHIP CERTIFICATE

STATE OF _____)
COUNTY OF _____) S.S.

THIS IS TO CERTIFY THAT _____
AN ILLINOIS CORPORATION, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED FOREGOING
SURVEYOR'S CERTIFICATE AND HAVE 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 DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE
STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATE 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, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE
AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR 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 BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115.

DATED AT _____, THIS ____ DAY OF _____, 20____.

CORPORATION NAME _____

COMPLETE ADDRESS _____

BY: _____ SECRETARY _____
PRESIDENT _____

PRINTED NAME _____ PRINTED NAME _____

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) S.S.

I, _____, NOTARY PUBLIC IN AND FOR
THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT _____
AND _____, PERSONALLY KNOW TO ME TO THE PRESIDENT AND
SECRETARY OF _____, AS SHOWN ABOVE, 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 _____, 20____.

NOTARY PUBLIC _____

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

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 REMEDABLE 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 _____, 20____.

COUNTY CLERK _____

CITY PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE PLANNING AND ZONING COMMISSION OF THE UNITED CITY OF
YORKVILLE, ILLINOIS, THIS ____ DAY OF _____, 20____.

CHAIRMAN _____

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE,
ILLINOIS, THIS ____ DAY OF _____, 20____.

CITY ADMINISTRATOR _____

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

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 _____, 20____.

CITY CLERK _____

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE,
ILLINOIS, THIS ____ DAY OF _____, 20____.

MAYOR _____

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

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 _____, 20____.

CITY ENGINEER _____

EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC
AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY, AMERITECH ILLINOIS a.k.a. ILLINOIS BELL TELEPHONE COMPANY,
GRANTEES.

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY TO CONSTRUCT,
OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND
REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES,
TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH
UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND
SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN
WITHIN THE DASHED OR DOTTED LINES (or similar designation) ON THE PLAT AND MARKED
"EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (or similar designation), THE
PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON
ELEMENTS" AND THE PROPERTY DESIGNATED ON THE PLAT AS "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 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, ROOTS,
SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE
REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON
THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. PRIVATE OBSTRUCTIONS SHALL NOT BE
PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR
DOTTED LINES (or similar designation) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT",
"PUBLIC UTILITY EASEMENT", "P.U.E." (or similar designation), WITHOUT THE PRIOR WRITTEN CONSENT
OF THE GRANTEE. 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, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF THE REAL
PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN
APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED
DEVELOPMENT, EVEN THOUGH SUCH MAY BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH
AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING",
AND "COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDE
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, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER,
UPON WRITTEN REQUEST.

EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NICOR,
COM ED, COMCAST, 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.") & I.E.
TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, 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, SANITARY
SEWERS AND ELECTRICITY, 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 RIGHT 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 AND 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.

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 SHELLS, DUST, SIGHTS, NOISE, AND
UNIQUE HOURS OF OPERATION THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) J.S.S.

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD
IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS ____ DAY OF
_____, 20____, AT _____ O'CLOCK ____ M.

KENDALL COUNTY RECORDER _____

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

WE, _____, REGISTERED PROFESSIONAL ENGINEER AND
OWNER (OR HIS ATTORNEY) SUBMIT THE TOPOGRAPHICAL AND PROFILE STUDIES AND, TO THE BEST
OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY
THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE
WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE
COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE
SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN
ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE
LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS
SUBDIVISION.

DATED THIS ____ DAY OF _____, 20____.

OWNER (OR DULY AUTHORIZED ATTORNEY) _____ REGISTERED PROFESSIONAL ENGINEER _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) J.S.

THIS IS TO CERTIFY THAT I, BERNARD J. BAUER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO.
035-003798, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND
PLATTED THE FOLLOWING DESCRIBED PROPERTY:

LOT 2 IN KENDALL MARKETPLACE LOT 52 PHASE 1 RESUBDIVISION, A RESUBDIVISION OF LOT 52 IN
KENDALL MARKETPLACE, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 19 AND PART OF THE
SOUTHWEST 1/4 OF SECTION 20, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 2020 AS DOCUMENT
20200009438 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION
OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET AND DECIMAL
PARTS THEREOF.

I FURTHER CERTIFY THAT NO PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A
SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY
BASED ON FIRM MAP NO. 17093C0037H, BEARING AN EFFECTIVE DATE OF JANUARY 8, 2014. ALL
OF THE PROPERTY IS LOCATED IN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE OF
THE 0.2% ANNUAL CHANCE FLOODPLAIN.

I FURTHER CERTIFY THAT I HAVE SET ALL EXTERIOR SUBDIVISION MONUMENTS AND DESCRIBED THEM
ON THIS FINAL PLAT, AND THAT ALL INTERIOR MONUMENTS SHALL BE SET AS REQUIRED BY
STATUTE (ILLINOIS REVISED STATUTES 1989, CHAPTER 109 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 EXERCISING THE
SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS
AMENDED.

THIS PROFESSIONAL SERVICE CONFORMS WITH THE CURRENT ILLINOIS MINIMUM STANDARDS FOR
BOUNDARY SURVEYS.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS, THIS 19TH DAY OF MAY, 2020.

FOR REVIEW

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-003798
LICENSE EXPIRATION DATE: 11/30/2020

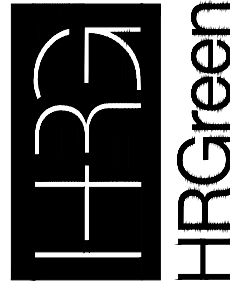
FINAL PLAT OF RESUBDIVISION
KENDALL MARKETPLACE
LOT 52 PHASE 2 & 3
RESUBDIVISION

BAR IS ONE INCH ON
OFFICIAL DRAWINGS
0" 1"
IF NOT ONE INCH,
ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: MD
JOB DATE: 10/15/2020
JOB NO: 170053.01

SHEET
3 OF 3

Illinois Professional Design Firm # 184-001322
2363 Sequoia Drive, Suite 101,
Aurora, Illinois 60506
t. 630.553.7560 f. 630.553.7646
www.hrgreen.com

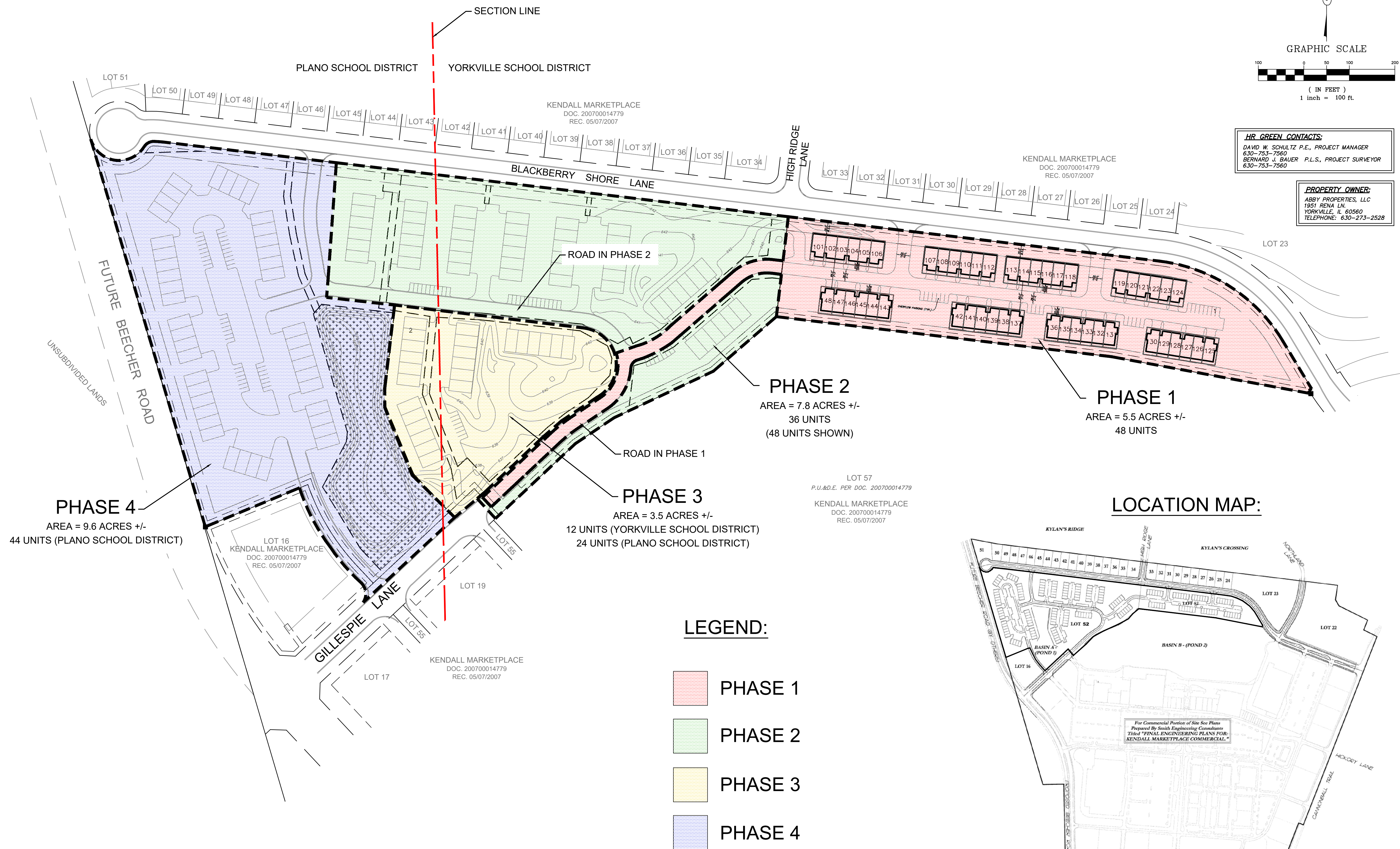


NOTE: Only those Building Line Restrictions or Easements shown on
a Recorded Subdivision Plat are shown hereon unless the
description ordered to be surveyed contains a proper description of
the required building lines or easements.
* Basis of bearings for this survey: RECORDED PLAT OF SUBDIVISION
* No distance should be assumed by scaling.
* No underground improvements have been located unless shown
and noted.
* No representation as to ownership, use, or possession should be
hereon implied.
* This Survey and Plat of Survey are void without original embossed
or red colored seal and signature affixed.
* Field work for this survey was completed on 12/09/19.
* This professional service conforms to the current Illinois minimum
standards for a boundary survey and was performed for:

ABBY PROPERTIES LLC

Compare your description and site markings with this plat and
AT ONCE report any discrepancies which you may find.

TOWNES OF KENDALL MARKETPLACE POTENTIAL PHASING EXHIBIT



October 29, 2020

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

**Re: Kendall Marketplace – Lot 52 (Phase 2 & 3)
Final Plat Review
United City of Yorkville, Kendall County, Illinois**

Dear Krysti:

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

- Potential Phasing Exhibit of Kendall Marketplace Lot 52 Phase 2 & 3 dated December 20, 2019
- Final Plat for Resubdivision of Kendall Marketplace Lot 52 Phase 2 & 3 dated October 15, 2020 and prepared by HR Green
- Application for Final Plat/Replat dated October 16, 2020

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 Cross-access easement needs to be modified to reflect the easement being granted as part of the Final Plat of Resubdivision Kendall Marketplace Lot 52 Phase 1 Resubdivision.
2. Since Lot 2 is being subdivided, we recommend that Lot 2 be changed to Lot 4.
3. On Sheet 1, the note under Lot 2 references Lot 1 but it should be revised to the correct lot number.
4. On Sheet 1, the callout for "Kendall Marketplace Lot 52 Phase 1 Resubdivision Doc. 202000009438 – Rec. 06/04/2020" needs to be moved off of the hatched area.

5. On Sheet 1, the call outs for "PT. Lot 2" is unnecessary and should be removed.
6. The lot numbers need to be numbered consecutively.
7. All final engineering items will need to be addressed, including confirmation of planned improvements, permitting, updated engineer's estimate and performance security, etc.

The plat should be revised and resubmitted for further review. If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Chief Operating Officer / President

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 Ratosh, Building Department (via e-mail)
Ms. Dee Weinert, Admin Assistant (via e-mail)
Ms. Lisa Pickering, City Clerk (via e-mail)
Mr. Luz Padilla, Abby Properties, Inc (via e-mail)
Mr. David Schultz, HR Green (via e-mail)
TNP, NLS EEI (Via e-mail)



▷ 2363 Sequoia Drive | Suite 101 | Aurora, IL 60506
Main 630.553.7560 + Fax 630.553.7646

▷ HRGREEN.COM

DEVELOPMENT

11/20/20

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

Re: Kendall Marketplace – Lot 52 (Phase 2 &3) – Final Plat Review
United City of Yorkville
Response to Review Comments No. 1
HR Green Job No.: 170053.01

Dear Ms. Barksdale-Noble,

Please see below our response to Engineering Enterprise, Inc. (EEI) review comment letter dated October 29, 2020. Responses to each comment are shown in **bold** following the comment.

1. The Cross-access easement needs to be modified to reflect the easement being granted as part of the Final Plat of Resubdivision Kendall Marketplace Lot 52 Phase 1 Resubdivision.

RESPONSE:

Revised as requested.

2. Since Lot 52 is being subdivided, we recommend that Lot 2 be changed to Lot 4.

RESPONSE:

Once all phases are complete, it would be preferred to have the common area lots to be numbered consecutively 1, 2, 3...We would recommend and prefer to leave Lot 2 as shown.

3. On Sheet 1, the note under Lot 2 references Lot 1 but it should be revised to the correct lot number.

RESPONSE:

Revised as requested.

4. On Sheet 1, the callout for “Kendall Marketplace Lot 52 Phase 1 Resubdivision Doc. 202000009438 – Rec. 06/04/2020” needs to be moved off of the hatched area.

RESPONSE:

Revised as requested.

5. On sheet 1, the call outs for “PT. Lot 2” is unnecessary and should be removed.

RESPONSE:

The call outs of Pt. Lot 2 reference the underlying Lot 2 of the Phase 1 resubdivision. It is the surveyor’s opinion that they should remain. Text will be revised to clarify that it refers to the underlying lot.

6. The lot numbers need to be numbered consecutively.

RESPONSE:

Lot numbers 201-248 and Lot 301-324 are number consecutively and are indicative of the engineering phasing plans. We would recommend and prefer for them to remain as shown.



Ms. Krysti Barksdale-Noble

170053.01

11/20/2020

DEVELOPMENT

7. All final engineering items will need to be addressed, including confirmation of planned improvements, permitting, updated engineer's estimate and performance security, etc.

RESPONSE:

Noted and since the final engineering has been recently updated and approved as the whole development, this will be considered an ongoing task with the City and Engineer to provide the necessary phasing permits approvals and security bonds prior to construction kickoff.

Sincerely,

HR GREEN DEVELOPMENT, LLC

A handwritten signature in black ink, appearing to read 'David Schultz'.

David Schultz, PE, LEED AP
Project Manager

Ds/cm



Engineering Enterprises, Inc.

November 23, 2020

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

Re: *Kendall Marketplace – Lot 52 (Phase 2 & 3)*
Final Plat Review
United City of Yorkville, Kendall County, Illinois

Dear Krysti:

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

- Final Plat for Resubdivision of Kendall Marketplace Lot 52 Phase 2 & 3 dated October 15, 2020 revised November 20, 2020 and prepared by HR Green
- Response to Review Comments No. 1 dated November 20, 2020 and prepared by HR Green

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. On Sheet 1, there is a note under the label for Lot 2 that references Lot 1, this needs to be revised to Lot 2.
2. All final engineering items will need to be addressed, including confirmation of planned improvements, permitting, updated engineer's estimate and performance security, etc.

Ms. Krysti Barksdale-Noble
November 23, 2020
Page 2 of 2

The plat should be revised and resubmitted for further review. If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Chief Operating Officer / President

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. Luz Padilla, Abby Properties, Inc (via e-mail)
Mr. David Schultz, HR Green (via e-mail)
TNP, NLS EEI (Via e-mail)



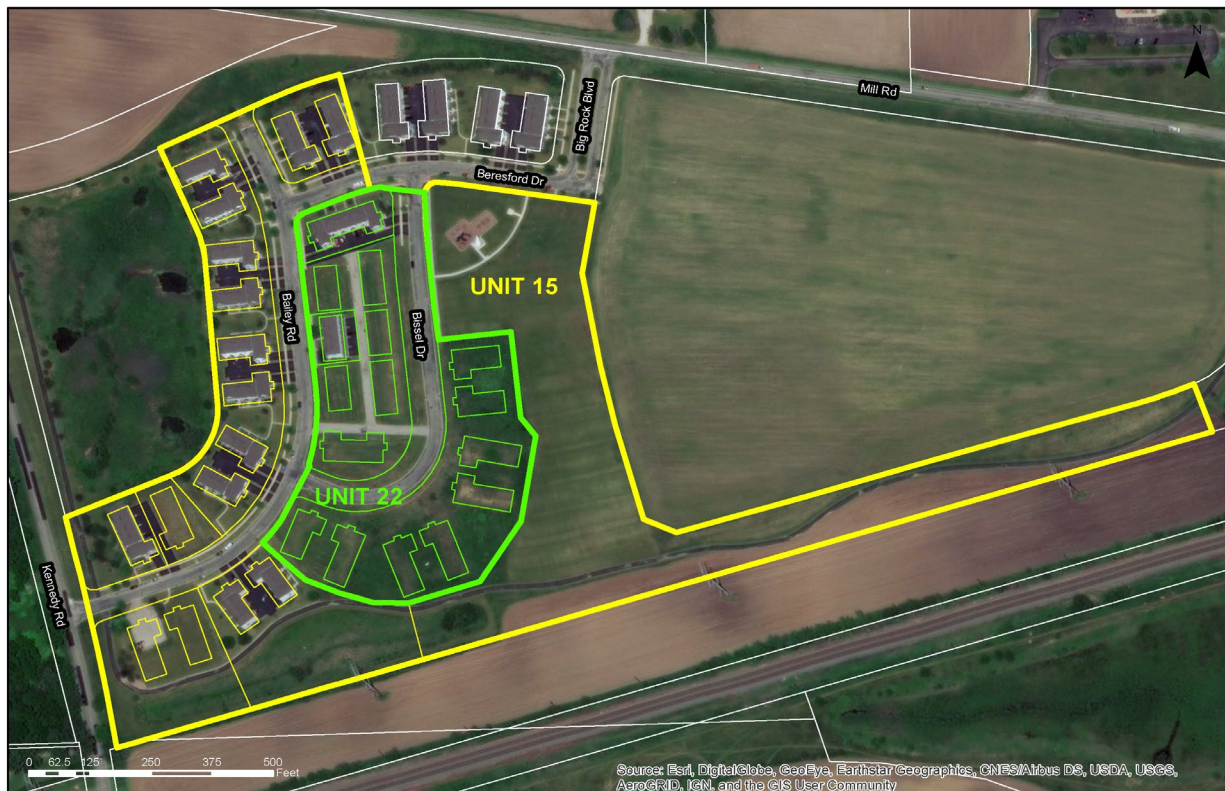
Memorandum

To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: January 7, 2021
Subject: **PZC 2020-12 Grande Reserve – Units 15 & 22/NH 5 (Final Plat Amendment)**
Proposed Final Plat Amendment for Townhomes

Proposed Request:

The petitioner, Bruce A. Mellen, on behalf of DR Horton, Inc.- Midwest, is seeking Final Plat amendment approval to convert the existing 17 EBE (Exception to Blanket Easements) parcels to 80 “fee simple” lots consisting of approximately 7.236 acres in Grande Reserve Units 15 and 22 in Neighborhood 5. The lots are planned for new residential townhome units.

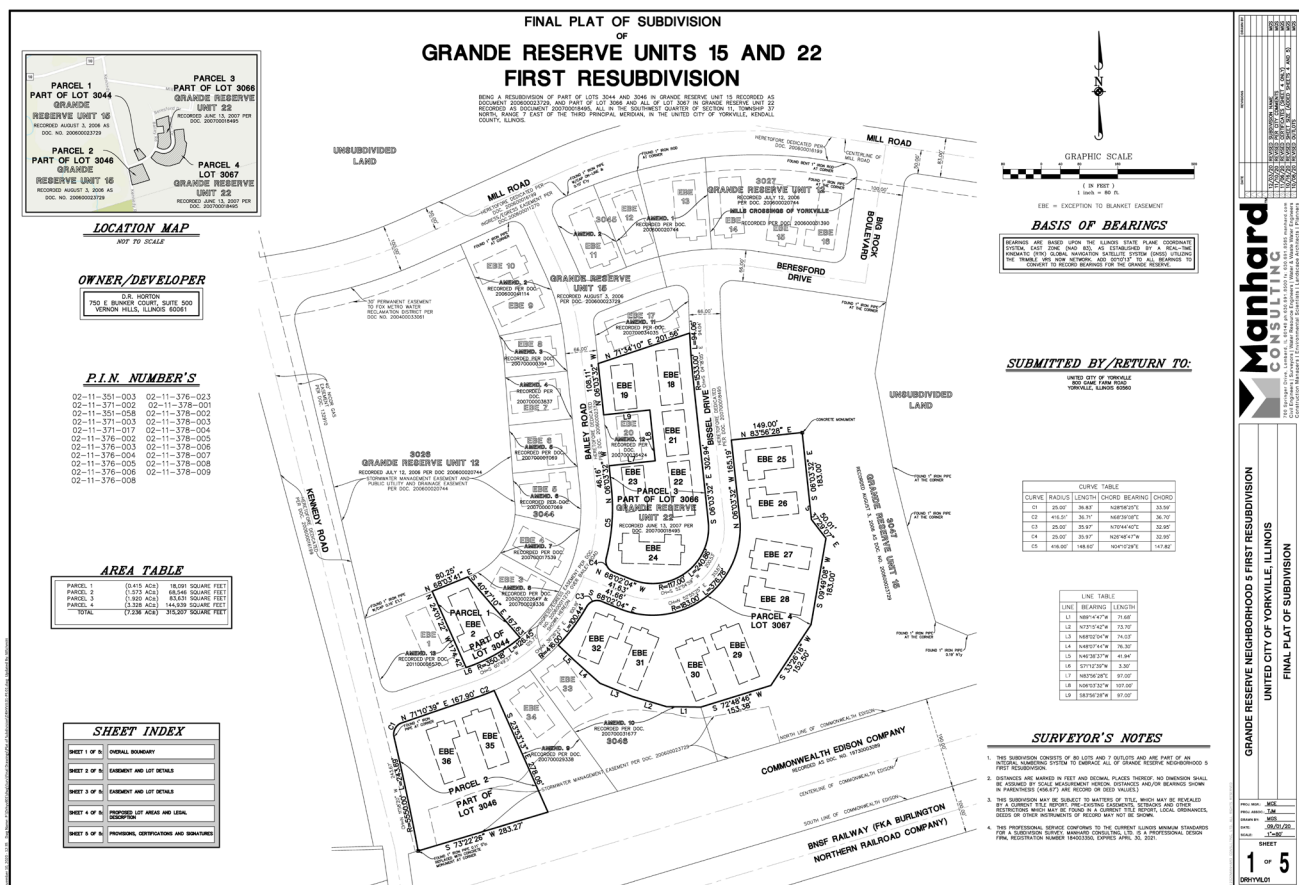
The subject property, located south of Mill Road and east of Kennedy Road in the northeast quadrant of the city, was originally annexed in 1997 and approved as a planned residential development in 2003 with roughly 2,600 single-family, duplex, townhome and apartment dwelling units. Currently, Units 15 and 22 are partially built-out with townhomes of which DR Horton, Inc.-Midwest has 80 townhome units for construction under contract from the developer, ASLI VI, LLLP (Avanti Properties Group). Additionally, Avanti Properties Group agreed in 2018 to front fund \$215,000 of engineering design costs for the future improvements to Mill Road.



Grande Reserve Units 15 & 22 of Neighborhood 5

United City of Yorkville, Illinois
Yorkville GIS 11-4-2020






BEING A RESUBDIVISION OF PART OF LOTS 3044 AND 3046 IN GRANDE RESERVE UNIT 15 RECORDED AS DOCUMENT 200600023729, AND PART OF LOT 3066 AND ALL OF LOT 3067 IN GRANDE RESERVE UNIT 22 RECORDED AS DOCUMENT 200700018495, ALL IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 33 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



LINE TABLE		LINE TABLE	
LINE	LENGTH	LINE	LENGTH
42	1.0	131	1.0
43	1.0	132	1.0
44	1.0	133	1.0
45	1.0	134	1.0
46	1.0	135	1.0
47	1.0	136	1.0
48	1.0	137	1.0
49	1.0	138	1.0
50	1.0	139	1.0
51	1.0	140	1.0
52	1.0	141	1.0
53	1.0	142	1.0
54	1.0	143	1.0
55	1.0	144	1.0
56	1.0	145	1.0
57	1.0	146	1.0
58	1.0	147	1.0
59	1.0	148	1.0
60	1.0	149	1.0
61	1.0	150	1.0
62	1.0	151	1.0
63	1.0	152	1.0
64	1.0	153	1.0
65	1.0	154	1.0
66	1.0	155	1.0
67	1.0	156	1.0
68	1.0	157	1.0
69	1.0	158	1.0
70	1.0	159	1.0
71	1.0	160	1.0
72	1.0	161	1.0
73	1.0	162	1.0
74	1.0	163	1.0
75	1.0	164	1.0
76	1.0	165	1.0
77	1.0	166	1.0
78	1.0	167	1.0
79	1.0	168	1.0
80	1.0	169	1.0
81	1.0	170	1.0
82	1.0	171	1.0
83	1.0	172	1.0
84	1.0	173	1.0
85	1.0	174	1.0
86	1.0	175	1.0
87	1.0	176	1.0
88	1.0	177	1.0
89	1.0	178	1.0
90	1.0	179	1.0
91	1.0	180	1.0
92	1.0	181	1.0
93	1.0	182	1.0
94	1.0	183	1.0
95	1.0	184	1.0
96	1.0	185	1.0
97	1.0	186	1.0
98	1.0	187	1.0
99	1.0	188	1.0
100	1.0	189	1.0
101	1.0	190	1.0
102	1.0	191	1.0
103	1.0	192	1.0
104	1.0	193	1.0
105	1.0	194	1.0
106	1.0	195	1.0
107	1.0	196	1.0
108	1.0	197	1.0
109	1.0	198	1.0
110	1.0	199	1.0
111	1.0	200	1.0
112	1.0	201	1.0
113	1.0	202	1.0
114	1.0	203	1.0
115	1.0	204	1.0
116	1.0	205	1.0
117	1.0	206	1.0
118	1.0	207	1.0
119	1.0	208	1.0
120	1.0	209	1.0
121	1.0	210	1.0
122	1.0	211	1.0
123	1.0	212	1.0
124	1.0	213	1.0
125	1.0	214	1.0
126	1.0	215	1.0
127	1.0	216	1.0
128	1.0	217	1.0
129	1.0	218	1.0
130	1.0	219	1.0
131	1.0	220	1.0
132	1.0	221	1.0
133	1.0	222	1.0
134	1.0	223	1.0
135	1.0	224	1.0
136	1.0	225	1.0
137	1.0	226	1.0
138	1.0	227	1.0
139	1.0	228	1.0
140	1.0	229	1.0
141	1.0	230	1.0
142	1.0	231	1.0
143	1.0	232	1.0
144	1.0	233	1.0
145	1.0	234	1.0
146	1.0	235	1.0
147	1.0	236	1.0
148	1.0	237	1.0
149	1.0	238	1.0
150	1.0	239	1.0
151	1.0	240	1.0

 Manhard CONSULTING <small>700 Superior Plaza, Suite 100 • St. Louis, MO 63102 • Tel: 314.241.2000 • Fax: 314.241.2002 • www.manhard.com</small>	
GRANDE RESERVE NEIGHBORHOOD & FIRST RESUBDIVISION UNITED CITY OF YORKVILLE, ILLINOIS FINAL PLAN OF SUBDIVISION	
PREPARED BY: <u>JACK</u> CHECKED BY: <u>JM</u> DATE: <u>12/1/17</u> SHEET	2 OF 5

BEING A RESUBDIVISION OF PART OF LOTS 3044 AND 3046 IN GRANDE RESERVE UNIT 15 RECORDED AS DOCUMENT 200600023729, AND PART OF LOT 3066 AND ALL OF LOT 3067 IN GRANDE RESERVE UNIT 22 RECORDED AS DOCUMENT 200300018496, ALL IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 33 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



LINE TABLE			LINE TABLE		
LINE	WAVELENGTH	FLUX	LINE	WAVELENGTH	FLUX
1	3400.000	0.00	1	3400.000	0.00
2	3400.000	7.52	2	3400.000	7.52
3	3400.000	0.00	3	3400.000	0.00
4	3400.000	0.00	4	3400.000	0.00
5	3400.000	0.00	5	3400.000	0.00
6	3400.000	0.00	6	3400.000	0.00
7	3400.000	0.00	7	3400.000	0.00
8	3400.000	0.00	8	3400.000	0.00
9	3400.000	0.00	9	3400.000	0.00
10	3400.000	0.00	10	3400.000	0.00
11	3400.000	0.00	11	3400.000	0.00
12	3400.000	0.00	12	3400.000	0.00
13	3400.000	0.00	13	3400.000	0.00
14	3400.000	0.00	14	3400.000	0.00
15	3400.000	0.00	15	3400.000	0.00
16	3400.000	0.00	16	3400.000	0.00
17	3400.000	0.00	17	3400.000	0.00
18	3400.000	0.00	18	3400.000	0.00
19	3400.000	0.00	19	3400.000	0.00
20	3400.000	0.00	20	3400.000	0.00
21	3400.000	0.00	21	3400.000	0.00
22	3400.000	0.00	22	3400.000	0.00
23	3400.000	0.00	23	3400.000	0.00
24	3400.000	0.00	24	3400.000	0.00
25	3400.000	0.00	25	3400.000	0.00
26	3400.000	0.00	26	3400.000	0.00
27	3400.000	0.00	27	3400.000	0.00
28	3400.000	0.00	28	3400.000	0.00
29	3400.000	0.00	29	3400.000	0.00
30	3400.000	0.00	30	3400.000	0.00
31	3400.000	0.00	31	3400.000	0.00
32	3400.000	0.00	32	3400.000	0.00
33	3400.000	0.00	33	3400.000	0.00
34	3400.000	0.00	34	3400.000	0.00
35	3400.000	0.00	35	3400.000	0.00
36	3400.000	0.00	36	3400.000	0.00
37	3400.000	0.00	37	3400.000	0.00
38	3400.000	0.00	38	3400.000	0.00
39	3400.000	0.00	39	3400.000	0.00
40	3400.000	0.00	40	3400.000	0.00
41	3400.000	0.00	41	3400.000	0.00
42	3400.000	0.00	42	3400.000	0.00
43	3400.000	0.00	43	3400.000	0.00
44	3400.000	0.00	44	3400.000	0.00
45	3400.000	0.00	45	3400.000	0.00
46	3400.000	0.00	46	3400.000	0.00
47	3400.000	0.00	47	3400.000	0.00
48	3400.000	0.00	48	3400.000	0.00
49	3400.000	0.00	49	3400.000	0.00
50	3400.000	0.00	50	3400.000	0.00
51	3400.000	0.00	51	3400.000	0.00
52	3400.000	0.00	52	3400.000	0.00
53	3400.000	0.00	53	3400.000	0.00
54	3400.000	0.00	54	3400.000	0.00
55	3400.000	0.00	55	3400.000	0.00
56	3400.000	0.00	56	3400.000	0.00
57	3400.000	0.00	5		

Manhardt
CONSULTING

225 Eastman Street, Decatur, IL 62521-1011, USA TEL: 312.451.1500 FAX: 312.451.1501

FINAL PLAN AT SUBDIVISION

GRANDE RESERVE NEIGHBORHOOD 5 FIRST RESUBDIVISION

UNITED CITY OF YORKVILLE, ILLINOIS

SHEET

3 OF **5**

PREPARED BY: JACK

CHECKED BY: JM

DESIGNED BY: JM

DATE: 08/17/01

SCALE: 1"=100'

FINAL PLAN AT SUBDIVISION

FINAL PLAT SUMMARY		
<i>Original Final Plat</i>		<i>Proposed Final Plat</i>
Parcel 1	EBE 2	Lots 1021, 1022, 1023, 1024 and 1025
Parcel 2	EBE 35, 36	Lots 1361, 1362, 1363, 1364, 1365, 1355, 1354, 1353, 1352 and 1351
Parcel 3	EBE 18, 19, 21, 22, 23, 24	Lots 1185, 1184, 1183, 1182, 1181, 1191, 1192, 1193, 1194, 1214, 1213, 1212, 1211, 1231, 1232, 1233, 1234, 1225, 1224, 1223, 1222, 1221, 1241, 1242, 1243, 1244, 1245 and 1246
Parcel 4	EBE 25, 26, 27, 28, 29, 30, 31, 32	1254, 1253, 1252, 1251, 1261, 1262, 1263, 1264, 1275, 1274, 1273, 1272, 1271, 1281, 1282, 1283, 1284, 1295, 1295, 1294, 1293, 1292, 1291, 1301, 1302, 1303, 1304, 1305, 1315, 1314, 1313, 1312, 1311, 1321, 1322, 1323 and 1324
<i>TOTAL</i>		7.236 Acres 315,207 SF

No other changes to building setbacks or minimum building separations are requested for the townhome lots in the proposed Final Plat of Grande Reserve Units 15 & 22 (Neighborhood 5) First Resubdivision as presented by the petitioner.

Staff Comments:

The proposed Final Plat of Grande Reserve Units 15 & 22 (Neighborhood 5) First Resubdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc. (EEI), for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated November 2, 2020 were provided to the applicant (see attached). The petitioner has addressed the comment provided and resubmitted a revised plat dated 12/03/20. A subsequent review letter from EEI in support of approving the Final Plat dated 12/07/20 is also attached. Staff concurs with the recommendation from EEI for approval.

Proposed Motions:

In consideration of the proposed Final Plat of Grande Reserve for Units 15 & 22 (Neighborhood 5) First Resubdivision, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in plans prepared by Manhard Consultants, LTD dated last revised 12-03-20 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 Subdivision of Grande Reserve Units 15 & 22 (Neighborhood 5) First Resubdivision prepared by Manhard Consultants, LTD and dated last revised 12-03-20.
3. Exhibit A - Legal Description
4. EEI Letter to the City dated November 2, 2020.
5. Plan Council meeting minutes 11-12-20
6. EEI Letter to the City dated December 7, 2020.



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

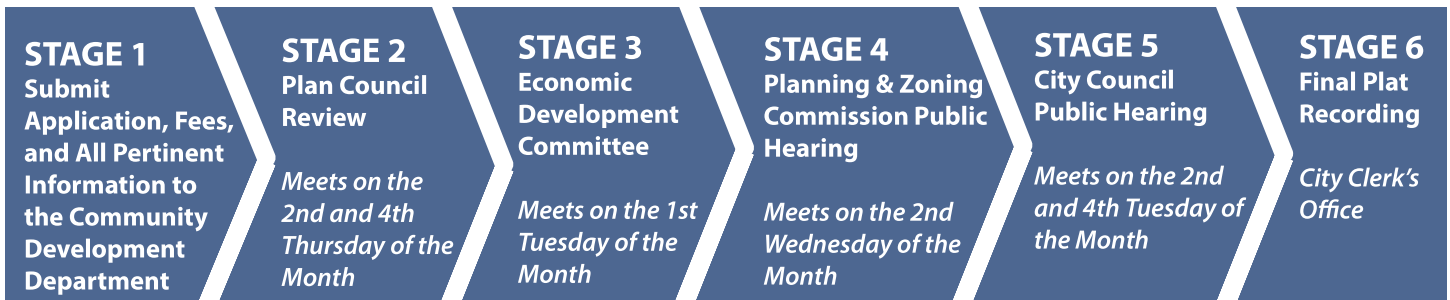
APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

INTENT AND PURPOSE:

The purpose of this application is to allow land to be divided and distributed in a way that conforms to the City of Yorkville's standards and enhances the land's value. Preliminary Plans and Final Plats allow the City Staff and local government to review how land will be developed and if it is ideal for that location within the city. This application is used to submit new preliminary plans and final plats but may also be used to amend either of those documents.

This packet explains the process to successfully submit and complete an Application for a Preliminary Plan and Final Plat. 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 applicant. The only item that needs to be submitted from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

APPLICATION PROCEDURE:



STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Two (2) 11" x 17" copies each of the 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 an electronic copy (pdf) of each of the signed application (complete with exhibits), proposed drawings, location map, and site plan.
- Subdivision Plats: Three (3) full size copies and one (1) 11" by 17" copy depicting the originally platted lots, the proposed new lots, the proposed modifications and adjustments.

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.

Applicant is responsible for making submittals to other review agencies such as Kendall County, Illinois Department of Transportation, Illinois Department of Natural Resources, U.S. Army Corps of Engineers, etc., to allow timely review by the City.

Applicant 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 applicant 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 PRELIMINARY PLAN & FINAL PLAT

STAGE 2: PLAN COUNCIL REVIEW

Applicant 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, applicant will move forward to the Planning and Zoning Commission meeting.

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 & ZONING COMMISSION PUBLIC HEARING

Applicant will attend a meeting conducted by the Planning & Zoning Commission. The Planning & Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. The Planning & Zoning Commission will conduct a meeting on the request, discuss the request, and make a recommendation to City Council.

STAGE 5: CITY COUNCIL PUBLIC HEARING

Applicant must present the proposed subdivision replat to the City Council. The City Council meets the 2nd and 4th Tuesdays of every month at 7:00 p.m. in the Yorkville City Hall Council Chambers. The proposal will be discussed at the City Council hearing where formal voting takes place. City Council will make the final approval of the replatting.

STAGE 6: FINAL PLAT RECORDING

Once the final subdivision plat is approved by the City Council and all required documents, bonds, and letters of credit are submitted to the city, the final plat must be recorded with Kendall County. Submit the final plat mylar to the Deputy Clerk for signatures. When all city signatures are in place, the developer or his surveyor may take the mylar to the Kendall County Clerk for their signature. The next step is to have six (6) paper prints made and return to the Kendall County Recorder's office for recording. Kendall County requires the mylar and four (4) paper copies. The City of Yorkville requires that you submit two (2) recorded paper copies to the Deputy Clerk.



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 PRELIMINARY PLAN & FINAL PLAT

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)



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 PRELIMINARY PLAN & FINAL PLAT

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



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 PRELIMINARY PLAN & FINAL PLAT

DATE:	PZC NUMBER:	DEVELOPMENT NAME:
PETITIONER INFORMATION		
NAME: Bruce A. Mellen		COMPANY: DR Horton, Inc. - Midwest
MAILING ADDRESS: 750 E. Bunker Ct., Suite 500		
CITY, STATE, ZIP: Vernon Hills, IL 60061		TELEPHONE: 224.358.5127
EMAIL: bamellen@drhorton.com		FAX:
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: Grande Reserve (Chicago) ASLI VI, L.L.L.P.		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 923 N Pennsylvania, Ave., Winter Park, FL 32789		
TYPE OF REQUEST:		
<input type="checkbox"/> PRELIMINARY PLAN <input type="checkbox"/> FINAL PLAT <input type="checkbox"/> AMENDED PRELIMINARY PLAN <input checked="" type="checkbox"/> AMENDED FINAL PLAT		
TOTAL LOT ACREAGE: 7.236 Ac		CURRENT ZONING CLASSIFICATION: R-2 PUD
ATTACHMENTS		
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".		



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 PRELIMINARY PLAN & FINAL PLAT

ATTORNEY INFORMATION

NAME: Steven Goodman COMPANY: Meltzer, Pertill, & Stelle
MAILING ADDRESS: 1515 Woodfield Rd., Second Floor
CITY, STATE, ZIP: Schaumburg, IL 60173 TELEPHONE:
EMAIL: shgoodman@mpslaw.com FAX:

ENGINEER INFORMATION

NAME: Maureen Egan COMPANY: Manhard Consulting, Inc.
MAILING ADDRESS: 700 Springer Drive
CITY, STATE, ZIP: Lombard, IL 60148 TELEPHONE: 630.925.1118
EMAIL: megan@manhard.com FAX:

LAND PLANNER/SURVEYOR INFORMATION

NAME: Same as Engineer COMPANY:
MAILING ADDRESS:
CITY, STATE, ZIP: TELEPHONE:
EMAIL: 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.

PETITIONER SIGNATURE

9/29/2020

DATE

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

SEE BELOW SIGNATURE BLOCK

10/14/2020

OWNER SIGNATURE

DATE


GRANDE RESERVE (CHICAGO) ASLI VI, L.L.L.P. a Delaware limited liability limited partnership
By: Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, its sole general partner
By: Avanti Management Corporation, a Florida corporation, its sole general partner

By: 
Marvin Shapiro, President



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: Bruce A. Mellen	FUND ACCOUNT NUMBER: DR Horton, Inc. - Midwest	PROPERTY ADDRESS: 750 E. Bunker Ct., Suite 500
APPLICATION/APPROVAL TYPE (check appropriate box(es) of approval requested):		
<input type="checkbox"/> CONCEPT PLAN REVIEW	<input type="checkbox"/> AMENDMENT (TEXT)	<input type="checkbox"/> ANNEXATION
<input type="checkbox"/> SPECIAL USE	<input type="checkbox"/> MILE AND 1/2 REVIEW	<input type="checkbox"/> ZONING VARIANCE
<input type="checkbox"/> FINAL PLANS	<input type="checkbox"/> PLANNED UNIT DEVELOPMENT	<input checked="" type="checkbox"/> FINAL PLAT
<input type="checkbox"/> REZONING		
<input type="checkbox"/> PRELIMINARY PLAN		
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: Bruce A. Mellen		COMPANY: DR Horton, Inc. - Midwest
MAILING ADDRESS: 750 E. Bunker Ct., Suite 500		
CITY, STATE, ZIP: Vernon Hills, IL 60061		TELEPHONE: 224.358.5127
EMAIL: bamellen@drhorton.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.		
Bruce A. Mellen PRINT NAME 		Land Development Manager, DR Horton, Inc. - Midwest TITLE 9/29/2020 DATE
ACCOUNT CLOSURE AUTHORIZATION		
DATE REQUESTED: _____		<input type="checkbox"/> COMPLETED <input type="checkbox"/> INACTIVE
PRINT NAME: _____		<input type="checkbox"/> WITHDRAWN <input type="checkbox"/> COLLECTIONS
SIGNATURE: _____		<input type="checkbox"/> OTHER
DEPARTMENT ROUTING FOR AUTHORIZATION:		<input type="checkbox"/> COM. DEV. <input type="checkbox"/> BUILDING <input type="checkbox"/> ENGINEERING <input type="checkbox"/> FINANCE <input type="checkbox"/> ADMIN.

BEING A RESUBDIVISION OF PART OF LOTS 3044 AND 3046 IN GRANDE RESERVE UNIT 15 RECORDED AS DOCUMENT 200600023729, AND PART OF LOT 3066 AND ALL OF LOT 3067 IN GRANDE RESERVE UNIT 22 RECORDED AS DOCUMENT 200700018495, ALL IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

BEING A RESUBDIVISION OF PART OF LOTS 3044 AND 3046 IN GRANDE RESERVE UNIT 15 RECORDED AS DOCUMENT 200600023729, AND PART OF LOT 3066 AND ALL OF LOT 3067 IN GRANDE RESERVE UNIT 22 RECORDED AS DOCUMENT 200700018495, ALL IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



NOT TO SCALE

D.R. HORTON
750 E BUNKER COURT, SUITE 500
VERNON HILLS, ILLINOIS 60061

02-11-351-003	02-11-376-023
02-11-371-002	02-11-378-001
02-11-351-058	02-11-378-002
02-11-371-003	02-11-378-003
02-11-371-017	02-11-378-004
02-11-376-002	02-11-378-005
02-11-376-003	02-11-378-006
02-11-376-004	02-11-378-007
02-11-376-005	02-11-378-008
02-11-376-006	02-11-378-009
02-11-376-008	

PARCEL 1	(0.415 AC±)	18,091 SQUARE FEET
PARCEL 2	(1.573 AC±)	68,546 SQUARE FEET
PARCEL 3	(1.920 AC±)	83,631 SQUARE FEET
PARCEL 4	(3.328 AC±)	144,939 SQUARE FEET
TOTAL	(7.236 AC±)	315,207 SQUARE FEET

SHEET 1 OF 5:	OVERALL BOUNDARY
SHEET 2 OF 5:	EASEMENT AND LOT DETAILS
SHEET 3 OF 5:	EASEMENT AND LOT DETAILS
SHEET 4 OF 5:	PROPOSED LOT AREAS AND LEGAL DESCRIPTION
SHEET 5 OF 5:	PROVISIONS, CERTIFICATIONS AND SIGNATURES



(IN FEET)
1 inch = 80 ft

EBE = EXCEPTION TO BLANKET EASEMENT

BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK. ADD 00°10'13" TO ALL BEARINGS TO CONVERT TO RECORD BEARINGS FOR THE GRANDE RESERVE.

UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, ILLINOIS 60560

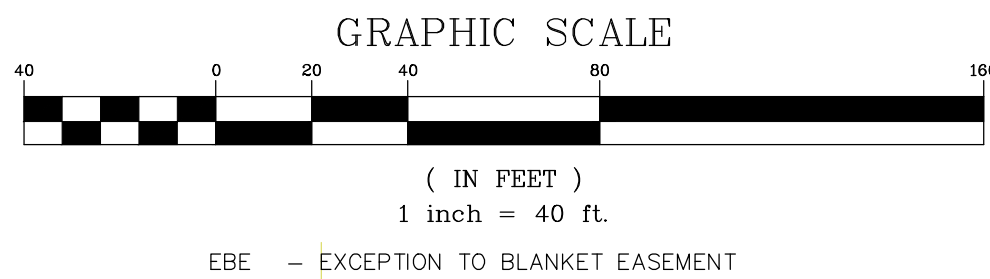
CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	25.00'	36.83'	N28°58'25"E	33.59'
C2	416.51'	36.71'	N68°39'08"E	36.70'
C3	25.00'	35.97'	N70°44'40"E	32.95'
C4	25.00'	35.97'	N26°48'47"W	32.95'
C5	416.00'	148.60'	N04°10'29"E	147.82'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°14'47"W	71.68'
L2	N73°15'42"W	73.70'
L3	N68°02'04"W	74.03'
L4	N48°07'44"W	76.30'
L5	N46°38'37"W	41.94'
L6	S71°12'39"W	3.30'
L7	N83°56'28"E	97.00'
L8	N06°03'32"W	107.00'
L9	S83°56'28"W	97.00'

1. THIS SUBDIVISION CONSISTS OF 80 LOTS AND 7 OUTLOTS AND ARE PART OF AN INTEGRAL NUMBERING SYSTEM TO EMBRACE ALL OF GRANDE RESERVE NEIGHBORHOOD 5 FIRST RESUBDIVISION.
2. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (.456:6.7") ARE RECORD OR DEED VALUES.)
3. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RECORDING MATTERS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
4. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2021.

FINAL PLAT OF SUBDIVISION
OF
GRANDE RESERVE UNITS 15 AND 22
FIRST RESUBDIVISION

BEING A RESUBDIVISION OF PART OF LOTS 3044 AND 3046 IN GRANDE RESERVE UNIT 15 RECORDED AS DOCUMENT 200600023729, AND PART OF LOT 3066 AND ALL OF LOT 3067 IN GRANDE RESERVE UNIT 22 RECORDED AS DOCUMENT 200700018495, ALL IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



EBE LEGEND

EBE 2 = LOTS 1021, 1022, 1023, 1024 AND 1025
EBE 18 = LOTS 1181, 1182, 1183, 1184 AND 1185
EBE 19 = LOTS 1191, 1192, 1193 AND 1194
EBE 21 = LOTS 1211, 1212, 1213 AND 1024
EBE 22 = LOTS 1221, 1222, 1223, 1224 AND 1225
EBE 23 = LOTS 1231, 1232, 1233 AND 1234
EBE 24 = LOTS 1241, 1242, 1243, 1244, 1245 AND 1246
EBE 25 = LOTS 1251, 1252, 1253 AND 1254
EBE 26 = LOTS 1261, 1262, 1263 AND 1264
EBE 27 = LOTS 1271, 1272, 1273, 1274 AND 1275
EBE 28 = LOTS 1281, 1282, 1283, 1284 AND 1285
EBE 29 = LOTS 1291, 1292, 1293, 1294 AND 1295
EBE 30 = LOTS 1301, 1302, 1303, 1304 AND 1025
EBE 31 = LOTS 1311, 1312, 1313, 1314 AND 1315
EBE 32 = LOTS 1321, 1322, 1323 AND 1324
EBE 35 = LOTS 1351, 1352, 1353, 1354 AND 1355
EBE 36 = LOTS 1361, 1362, 1363, 1364 AND 1365

LINE TABLE		
LINE	BEARING	LENGTH
L1	S65°58'39"W	26.25'
L2	S24°01'21"E	7.33'
L3	S65°58'39"W	15.21'
L4	N24°01'21"W	7.33'
L5	S65°58'39"W	21.54'
L6	N65°58'39"E	17.00'
L7	S88°24'38"E	7.33'
L8	S01°35'22"W	15.21'
L9	N88°24'38"W	7.33'
L10	N01°35'22"E	17.00'
L11	S01°35'22"W	17.00'
L12	N88°24'38"W	7.33'
L13	N01°35'22"E	15.21'
L14	S88°24'38"E	7.33'
L15	N06°03'32"W	17.00'
L16	S06°03'32"E	21.54'
L17	N83°56'28"E	7.33'
L18	S06°03'32"E	15.21'
L19	S83°56'28"W	7.33'
L20	S06°03'32"E	26.25'
L21	S06°03'32"E	26.25'
L22	N83°56'28"E	7.33'
L23	S06°03'32"E	15.21'
L24	S83°56'28"W	7.33'
L25	S06°03'32"E	21.54'
L26	N06°03'32"W	17.00'
L27	N09°49'08"E	17.00'
L28	S09°49'08"W	21.54'
L29	S80°10'52"E	7.33'
L30	S09°49'08"W	15.21'
L31	N80°10'52"W	7.33'
L32	S09°49'08"W	26.25'
L33	S09°49'08"W	26.25'
L34	S80°10'52"E	7.33'
L35	S09°49'08"W	15.21'
L36	N80°10'52"W	7.33'
L37	S09°49'08"W	21.54'
L38	N09°49'08"E	17.00'
L39	N68°30'46"E	17.00'

LINE TABLE		
LINE	BEARING	LENGTH
L40	S68°30'46"W	24.54'
L41	S21°29'14"E	7.33'
L42	S68°30'46"W	12.21'
L43	N21°29'14"W	7.33'
L44	S68°30'46"W	26.25'
L45	S68°30'46"W	26.25'
L46	S21°29'14"E	7.33'
L47	S68°30'46"W	15.21'
L48	N21°29'14"W	7.33'
L49	S68°30'46"W	21.54'
L50	N68°30'46"E	17.00'
L51	S68°02'04"E	17.00'
L52	N68°02'04"W	21.54'
L53	S21°57'56"W	7.33'
L54	N68°02'04"E	15.21'
L55	N21°57'56"E	7.33'
L56	N68°02'04"W	26.25'
L57	N68°02'04"W	26.25'
L58	S21°57'56"W	7.33'
L59	N68°02'04"W	15.21'
L60	N21°57'56"E	7.33'
L61	N68°02'04"W	21.54'
L62	S68°02'04"E	17.00'
L63	N71°10'36"E	17.00'
L64	S71°10'36"W	21.54'
L65	S18°49'24"E	7.33'
L66	S71°10'36"W	15.21'
L67	N18°49'24"W	7.33'
L68	S71°10'36"W	26.25'
L69	S71°10'36"W	26.25'
L70	S18°49'24"E	7.33'
L71	S71°10'36"W	15.21'
L72	N18°49'24"W	7.33'
L73	S71°10'36"W	21.54'
L74	N71°10'36"E	17.00'

DRAWING		REVISIONS	
DATE			
12/03/20	REVISED SUBDIVISION NAME	MGS	
11/08/20	REVISED CERTIFICATES (SHEET 4 ONLY)	MGS	
10/16/20	REVISED SHEET SIZE (ADDED SHEETS 4 AND 5)	MGS	
10/09/20	REVISED OUTLOTS	MGS	

Manhard
CONSULTING

700 Springer Drive, Lombard, IL 60148 ph: 630.691.8500 fx: 630.691.8585 manhard.com
Landscape Architects | Environmental Scientists | Surveyors | Planners

GRANDE RESERVE NEIGHBORHOOD 5 FIRST RESUBDIVISION
UNITED CITY OF YORKVILLE, ILLINOIS
FINAL PLAT OF SUBDIVISION

PROJ. MGR.: MCE
PROJ. ASSOC.: TJM
DRAWN BY: MGS
DATE: 09/01/20
SCALE: 1"=40'
SHEET
2 OF 5
DRHYVIL01

SEE SHEET 3

FINAL PLAT OF SUBDIVISION
OF
GRANDE RESERVE UNITS 15 AND 22
FIRST RESUBDIVISION

BEING A RESUBDIVISION OF PART OF LOTS 3044 AND 3046 IN GRANDE RESERVE UNIT 15 RECORDED AS DOCUMENT 200600023729, AND PART OF LOT 3066 AND ALL OF LOT 3067 IN GRANDE RESERVE UNIT 22 RECORDED AS DOCUMENT 200700018495, ALL IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

SEE SHEET 2



EBE LEGEND

EBE 2 = LOTS 1021, 1022, 1023, 1024 AND 1025
EBE 18 = LOTS 1181, 1182, 1183, 1184 AND 1185
EBE 19 = LOTS 1191, 1192, 1193 AND 1194
EBE 21 = LOTS 1211, 1212, 1213 AND 1024
EBE 22 = LOTS 1221, 1222, 1223, 1224 AND 1225
EBE 23 = LOTS 1231, 1232, 1233 AND 1234
EBE 24 = LOTS 1241, 1242, 1243, 1244, 1245 AND 1246
EBE 25 = LOTS 1251, 1252, 1253 AND 1254
EBE 26 = LOTS 1261, 1262, 1263 AND 1264
EBE 27 = LOTS 1271, 1272, 1273, 1274 AND 1275
EBE 28 = LOTS 1281, 1282, 1283, 1284 AND 1285
EBE 29 = LOTS 1291, 1292, 1293, 1294 AND 1295
EBE 30 = LOTS 1301, 1302, 1303, 1304 AND 1025
EBE 31 = LOTS 1311, 1312, 1313, 1314 AND 1315
EBE 32 = LOTS 1321, 1322, 1323 AND 1324
EBE 35 = LOTS 1351, 1352, 1353, 1354 AND 1355
EBE 36 = LOTS 1361, 1362, 1363, 1364 AND 1365

LINE TABLE		
LINE	BEARING	LENGTH
L1	S65°58'39"W	26.25'
L2	S24°01'21"E	7.33'
L3	S65°58'39"W	15.21'
L4	N24°01'21"W	7.33'
L5	S65°58'39"W	21.54'
L6	N65°58'39"E	17.00'
L7	S88°24'38"E	7.33'
L8	S01°35'22"W	15.21'
L9	N88°24'38"W	7.33'
L10	N01°35'22"E	17.00'
L11	S01°35'22"W	17.00'
L12	N88°24'38"W	7.33'
L13	N01°35'22"E	15.21'
L14	S88°24'38"E	7.33'
L15	N06°03'32"W	17.00'
L16	S06°03'32"E	21.54'
L17	N83°56'28"E	7.33'
L18	S06°03'32"E	15.21'
L19	S83°56'28"W	7.33'
L20	S06°03'32"E	26.25'
L21	S06°03'32"E	26.25'
L22	N83°56'28"E	7.33'
L23	S06°03'32"E	15.21'
L24	S83°56'28"W	7.33'
L25	S06°03'32"E	21.54'
L26	N06°03'32"W	17.00'
L27	N09°49'08"E	17.00'
L28	S09°49'08"W	21.54'
L29	S80°10'52"E	7.33'
L30	S09°49'08"W	15.21'
L31	N80°10'52"W	7.33'
L32	S09°49'08"W	26.25'
L33	S09°49'08"W	26.25'
L34	S80°10'52"E	7.33'
L35	S09°49'08"W	15.21'
L36	N80°10'52"W	7.33'
L37	S09°49'08"W	21.54'
L38	N09°49'08"E	17.00'
L39	N68°30'46"E	17.00'

LINE TABLE		
LINE	BEARING	LENGTH
L40	S68°30'46"W	24.54'
L41	S21°29'14"E	7.33'
L42	S68°30'46"W	12.21'
L43	N21°29'14"W	7.33'
L44	S68°30'46"W	26.25'
L45	S68°30'46"W	26.25'
L46	S21°29'14"E	7.33'
L47	S68°30'46"W	15.21'
L48	N21°29'14"W	7.33'
L49	S68°30'46"W	21.54'
L50	N68°30'46"E	17.00'
L51	S68°02'04"E	17.00'
L52	N68°02'04"W	21.54'
L53	S21°57'56"W	7.33'
L54	N68°02'04"W	15.21'
L55	N21°57'56"E	7.33'
L56	N68°02'04"W	26.25'
L57	N68°02'04"W	26.25'
L58	S21°57'56"W	7.33'
L59	N68°02'04"W	15.21'
L60	N21°57'56"E	7.33'
L61	N68°02'04"W	21.54'
L62	S68°02'04"E	17.00'
L63	N71°10'36"E	17.00'
L64	S71°10'36"W	21.54'
L65	S18°49'24"E	7.33'
L66	S71°10'36"W	15.21'
L67	N18°49'24"W	7.33'
L68	S71°10'36"W	26.25'
L69	S71°10'36"W	26.25'
L70	S18°49'24"E	7.33'
L71	S71°10'36"W	15.21'
L72	N18°49'24"W	7.33'
L73	S71°10'36"W	21.54'
L74	N71°10'36"E	17.00'

GRANDE RESERVE NEIGHBORHOOD 5 FIRST RESUBDIVISION

UNITED CITY OF YORKVILLE, ILLINOIS

FINAL PLAT OF SUBDIVISION

PROJ. MGR.: MCE
PROJ. ASSOC.: TJM
DRAWN BY: MGS
DATE: 09/01/20
SCALE: 1"=40'
SHEET
3 OF 5
DRHYVIL01

© 2020 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED.

Manhard
CONSULTING

700 Springer Drive, Lombard, IL 60148 ph: 630.691.8500 fx: 630.691.8585 manhard.com
Construction Managers | Environmental Scientists | Landscape Architects | Planners

FINAL PLAT OF SUBDIVISION
OF
GRANDE RESERVE UNITS 15 AND 22
FIRST RESUBDIVISION

BEING A RESUBDIVISION OF PART OF LOTS 3044 AND 3046 IN GRANDE RESERVE UNIT 15 RECORDED AS DOCUMENT 200600023729, AND PART OF LOT 3066 AND ALL OF LOT 3067 IN GRANDE RESERVE UNIT 22 RECORDED AS DOCUMENT 200700018495, ALL IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PROPOSED AREA TABLE

LOT NUMBER	SQUARE FEET	Acres
1021	2153	0.049
1022	970	0.022
1023	920	0.021
1024	920	0.021
1025	1222	0.028
1181	1264	0.029
1182	920	0.021
1183	920	0.021
1184	920	0.021
1185	1265	0.029
1191	1219	0.028
1192	919	0.021
1193	920	0.021
1194	1264	0.029
1211	1242	0.029
1212	920	0.021
1213	920	0.021
1214	1241	0.029
1221	1288	0.030
1222	920	0.021
1223	920	0.021
1224	920	0.021
1225	1242	0.029
1231	1242	0.029
1232	920	0.021
1233	920	0.021
1234	1242	0.029
1241	1434	0.033
1242	1158	0.027
1243	920	0.021
1244	920	0.021
1245	1141	0.026
1246	1497	0.034
1251	1242	0.029
1252	920	0.021
1253	988	0.023
1254	2064	0.047
1261	2064	0.047
1262	988	0.023
1263	920	0.021
1264	1242	0.029
1271	1288	0.030
1272	920	0.021
1273	920	0.021
1274	988	0.023
1275	2064	0.047
1281	2064	0.047
1282	988	0.023
1283	920	0.021
1284	920	0.021
1285	1288	0.030
1291	1288	0.030
1292	920	0.021
1293	920	0.021
1294	988	0.023
1295	2042	0.047
1301	2064	0.047
1302	988	0.023
1303	920	0.021
1304	920	0.021
1305	1288	0.030
1311	1288	0.030
1312	920	0.021
1313	920	0.021
1314	988	0.023
1315	2065	0.047
1321	2065	0.047
1322	988	0.023
1323	920	0.021
1324	1242	0.029
1351	1288	0.030
1352	920	0.021
1353	920	0.021
1354	988	0.023
1355	2064	0.047
1361	2064	0.047
1362	988	0.023
1363	920	0.021
1364	920	0.021
1365	1288	0.030
3044	11,906	0.273
3046	56,188	1.290
3066A	31,379	0.720
3066B	21,632	0.496
3067A	21,692	0.498
3067B	30,223	0.693
3067C	46,502	1.067
TOTAL	315,207	7.236

PARCEL 1:

LOT EBE 2 AND LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT 200600023729, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING FROM LOT 3044 THE FOLLOWING DESCRIBED LAND INCLUDED IN THE MILL CROSSINGS OF YORKVILLE CONDOMINIUM:

(AMENDMENT 2)
ALSO THAT PART OF LOT 3044 IN SAID GRANDE RESERVE UNIT 15, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE NORTH 65 DEGREES 40 MINUTES 09 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE, THENCE SOUTHEASTERLY 39.27 FEET, ALONG SAID NORTHERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 69 DEGREES 19 MINUTES 51 SECONDS EAST 35.36 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 24 DEGREES 19 MINUTES 51 SECONDS EAST 106.11 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 107.62 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 43 MINUTES 44 SECONDS EAST 107.38 FEET; THENCE SOUTH 78 DEGREES 52 MINUTES 22 SECONDS WEST 132.03 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHWESTERLY 20.76 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 57 MINUTES 30 SECONDS WEST 20.75 FEET, TO A POINT OF TANGENCY; THENCE NORTH 23 DEGREES 08 MINUTES 58 SECONDS WEST 186.97 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

(AMENDMENT 3)
THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 20.76 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 19 DEGREES 57 MINUTES 30 SECONDS WEST 20.75 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 78 DEGREES 52 MINUTES 22 SECONDS EAST 132.03 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHEASTERLY 42.70 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08 DEGREES 30 MINUTES 28 SECONDS EAST 42.68 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 51.63 FEET, ALONG SAID EASTERLY LINE OF LOT 3044; THENCE SOUTH 84 DEGREES 04 MINUTES 11 SECONDS WEST 130.36 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 28.08 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE NORTHWESTERLY 60.64 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 09 DEGREES 35 MINUTES 18 SECONDS WEST 60.46 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

(AMENDMENT 4)
THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 28.08 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 04 MINUTES 11 SECONDS EAST 130.36 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 100.31 FEET, ALONG SAID EASTERLY LINE OF LOT 3044; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 133.33 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 100.26 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

(AMENDMENT 5)
THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS MINUTES 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 128.34 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 133.33 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 100.55 FEET, ALONG SAID EASTERLY LINE; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 136.31 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 100.60 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

(AMENDMENT 6)
THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 228.94 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 136.31 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 51.63 FEET, ALONG SAID EASTERLY LINE, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 79.55 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 00 DEGREES 37 MINUTES 42 SECONDS WEST 79.38 FEET; THENCE NORTH 77 DEGREES 19 MINUTES 32 SECONDS WEST 138.62 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY 17.48 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 0 DEGREES 51 MINUTES 06 SECONDS EAST 17.47 FEET, TO A POINT OF TANGENCY; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 69.06 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

LEGAL DESCRIPTION

(AMENDMENT 7)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 298.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 17.48 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 0 DEGREES 51 MINUTES 06 SECONDS WEST 17.47 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES 19 MINUTES 32 SECONDS EAST 138.62 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHWESTERLY 126.46 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 29 MINUTES 07 SECONDS WEST 125.78 FEET; THENCE NORTH 61 DEGREES 06 MINUTES 53 SECONDS WEST 145.86 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY 173.30 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 37 DEGREES 17 MINUTES 12 SECONDS EAST 163.82 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

(AMENDMENT 8)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART A SUBDIVISION THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 298.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 104.04 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 24 MINUTES 09 SECONDS WEST 102.06 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 61 DEGREES 06 MINUTES 53 SECONDS EAST 145.86 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHWESTERLY 139.34 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 14 MINUTES 30 SECONDS WEST 138.42 FEET; THENCE NORTH 40 DEGREES 37 MINUTES 00 SECONDS WEST 167.63 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY 86.63 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT; HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 53 DEGREES 50 MINUTES 15 SECONDS EAST 85.44 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

(AMENDMENT 13)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND OF THE SOUTHEAST 1/4 OF SECTION 14, AND OF PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NUMBER 200600023729, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE NORTH 68 DEGREES 13 MINUTES 55 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 151.71 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES 08 SECONDS EAST, 174.43 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF HERETOFORE DEDICATED BAILEY ROAD; THENCE SOUTH 71 DEGREES 20 MINUTES 53 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE, 154.47 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, BEING A CURVED LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 41.19 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 61 DEGREES 27 MINUTES 15 SECONDS WEST, 36.69 FEET) TO AN INTERSECTION WITH THE EAST LINE OF 90 FOOT WIDE KENNEDY ROAD AS HERETOFORE DEDICATED (PER DOCUMENT NUMBER 200600016199, BEING ALSO THE EAST LINE OF LOT 3044 AFORESAID; THENCE NORTHERLY CONTINUING ALONG SAID LAST DESCRIBED WEST LINE OF LOT 3044, BEING A CURVED LINE, CONCAVE WEST, HAVING A RADIUS OF 5550.00 FEET, AN ARC LENGTH OF 53.06 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 14 DEGREES 31 MINUTES 42 SECONDS WEST, 53.06 FEET); THENCE NORTH 13 DEGREES 08 MINUTES 56 SECONDS WEST, CONTINUING ALONG SAID LAST DESCRIBED WEST LINE, 86.01 FEET TO THE POINT OF BEGINNING, IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

LOTS EBE 35, EBE 36, AND LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING FROM LOT 3046 THE FOLLOWING DESCRIBED LAND:

(AMENDMENT 9)

THAT PART OF LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3046; THENCE NORTH 73 DEGREES 32 MINUTES 39 SECONDS EAST 283.27 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 3046, TO THE POINT OF BEGINNING; THENCE NORTH 23 DEGREES 42 MINUTES 35 SECONDS WEST 278.17 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3046; THENCE NORTHEASTERLY 86.67 FEET, ALONG SAID NORTHERLY LINE OF LOT 3046, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 416.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60 DEGREES 19 MINUTES 18 SECONDS EAST 86.52 FEET; THENCE SOUTH 35 DEGREES 38 MINUTES 48 SECONDS EAST 313.14 FEET, TO A POINT ON SAID SOUTHERLY LINE OF LOT 3046; THENCE SOUTH 73 DEGREES 32 MINUTES 39 SECONDS WEST 152.03 FEET, ALONG SAID SOUTHERLY LINE OF LOT 3046, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

(AMENDMENT 10)

THAT PART OF LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3046; THENCE NORTH 73 DEGREES 32 MINUTES 39 SECONDS EAST 435.30 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 3046, TO THE POINT OF BEGINNING; THENCE NORTH 35 DEGREES 38 MINUTES 48 SECONDS WEST 313.14 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3046; THENCE NORTHEASTERLY 78.61 FEET ALONG SAID NORTHERLY LINE OF LOT 3046, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 416.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 48 DEGREES 56 MINUTES 23 SECONDS EAST 78.49 FEET, TO THE NORTHEAST CORNER OF SAID LOT 3046; THENCE SOUTH 48 DEGREES 28 MINUTES 24 SECONDS EAST 41.95 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3046; THENCE SOUTH 47 DEGREES 57 MINUTES 30 SECONDS EAST 76.30 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 67 DEGREES 51 MINUTES 50 SECONDS EAST 74.03 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 73 DEGREES 32 MINUTES 29 SECONDS EAST 73.70 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 89 DEGREES 04 MINUTES 33 SECONDS EAST 71.68 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 17 DEGREES 01 MINUTE 01 SECONDS EAST 118.93 FEET, ALONG SAID EASTERLY LINE OF LOT 3046, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 73 DEGREES 32 MINUTES 39 SECONDS WEST 218.28 FEET, ALONG SAID SOUTHERLY LINE OF LOT 3046, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 3:

LOT 3066, EBE 18, EBE 19, EBE 21, EBE 22, EBE 23 AND EBE 24 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING FROM LOT 3066 THE FOLLOWING DESCRIBED LAND:

(AMENDMENT 11)

THAT PART OF LOT 3066 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID GRANDE RESERVE UNIT 22 WITH THE WESTERLY RIGHT OF WAY LINE OF BISSEL DRIVE, THENCE SOUTH 01 DEGREE 38 MINUTES 17 SECONDS EAST 56.43 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3066, TO A POINT OF CURVE, THENCE SOUTHEASTERLY 19.65 FEET, ALONG SAID EASTERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1.533.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 02 DEGREES 0 MINUTES 22 SECONDS EAST 19.65 FEET; THENCE SOUTH 71 DEGREES 44 MINUTES 31 SECONDS MINUTES 201.56 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 3066, THENCE NORTH 05 DEGREES 53 MINUTES 19 SECONDS WEST 48.95 FEET, ALONG SAID WESTERLY LINE OF LOT 3066, TO A POINT OF CURVE; THENCE NORTHWESTERLY 33.31 FEET ALONG SAID WESTERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 07 DEGREES 40 MINUTES 41 SECONDS WEST 33.31 FEET, TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 33.92 FEET, ALONG THE NORTHERLY LINE OF SAID LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29 DEGREES 24 MINUTES 07 SECONDS EAST 31.38 FEET, TO A POINT OF TANGENCY; THENCE NORTH 68 DEGREES 16 MINUTES 24 SECONDS EAST 84.06 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, TO A POINT OF CURVE; THENCE NORTHEASTERLY 78.34 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 73 DEGREES 04 MINUTES 44 SECONDS EAST 78.24 FEET, TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY 43.84 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 51 DEGREES 52 MINUTES 38 SECONDS EAST 38.44 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

(AMENDMENT 12)

THAT PART OF LOT 3066 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FINAL PLAT OF SUBDIVISION
OF
GRANDE RESERVE UNITS 15 AND 22
FIRST RESUBDIVISION

OWNER'S CONSENT

THIS IS TO CERTIFY THAT GRANDE RESERVE (CHICAGO) ASLI VI, L.L.L.P., A DELAWARE LIMITED LIABILITY LIMITED PARTNERSHIP, IS THE FEE OWNER OF THE PROPERTY DESCRIBED ON THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN BY THE PLAT FOR THE USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE 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, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

THE UNDERSIGNED FURTHER CERTIFIES THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115 AND COMMUNITY COLLEGE DISTRICT 516.

DATED THIS _____ DAY OF _____, 2021.

GRANDE RESERVE (CHICAGO) ASLI VI, L.L.L.P. A DELAWARE LIMITED LIABILITY LIMITED PARTNERSHIP

BY: AVANTI PROPERTIES GROUP II, L.L.L.P., A DELAWARE LIMITED LIABILITY LIMITED PARTNERSHIP, ITS SOLE GENERAL PARTNER

BY: AVANTI MANAGEMENT CORPORATION, A FLORIDA CORPORATION, ITS SOLE GENERAL PARTNER

BY: _____

PRINTED NAME AND TITLE

OWNER'S ADDRESS

AVANTI MANAGEMENT CORPORATION
923 NORTH PENNSYLVANIA AVENUE
WINTER PARK, FLORIDA 32789

NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____) SS

I, _____, NOTARY PUBLIC IN AND FOR THE STATE

AND COUNTY AFORESAID, HEREBY CERTIFY THAT _____

PERSONALLY KNOW TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR THE USES AND PURPOSES THEREIN SET FORTH AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC

MORTGAGEE CONSENT

WELLS FARGO NATIONAL BANK, NATIONAL ASSOCIATION, HOLDER OF A MORTGAGE ON THE PROPERTY DESCRIBED HEREIN, HEREBY CONSENTS TO THE EXECUTION AND RECORDING OF THE ABOVE AND FOREGOING PLAT OF SUBDIVISION AND HEREBY SUBMITS ITS MORTGAGE, RECORDED APRIL 10, 2013 AS DOCUMENT NUMBER 201300007570, AND THE FIRST AMENDMENT TO TO THE MORTGAGE RECORDED OCTOBER 5, 2015 AS DOCUMENT NUMBER 201515992, IN THE OFFICE OF THE RECORDER OF DEEDS, KENDALL COUNTY, ILLINOIS, TO ALL OF THE PROVISIONS THEREOF.

IN WITNESS WHEREOF, SAID WELLS FARGO NATIONAL BANK, NATIONAL ASSOCIATION HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS ON ITS BEHALF

AT TAMPA, FLORIDA, THIS _____ DAY OF _____, 20____.

DATED: _____, A.D., 2021.

BY: _____

PRINTED NAME AND TITLE

MORTGAGEE'S NAME AND ADDRESS

WELLS FARGO BANK, NATIONAL ASSOCIATION
100 ASHLEY STREET, SUITE 800
TAMPA, FL 33602

ATTEST: _____

PRINTED NAME AND TITLE

MORTGAGEE NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____

OF _____ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS _____ DAY OF _____, A.D. 2021.

NOTARY PUBLIC

CITY PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)SS

APPROVED AND ACCEPTED BY THE PLAN COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 2021.

CHAIRMAN

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)SS

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 2021.

MAYOR

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)SS

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 _____, 2021.

CITY CLERK

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)SS

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 _____, 2021.

CITY ENGINEER

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)SS

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 2021.

CITY ADMINISTRATOR

KENDALL COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)SS

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 ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE, ILLINOIS,

THIS _____ DAY OF _____, A.D., 2021.

COUNTY CLERK

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

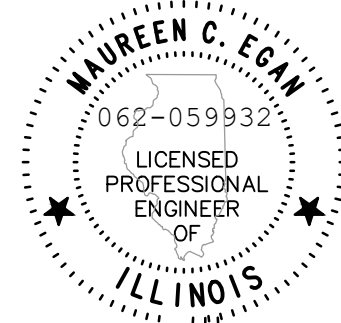
TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, 2021.

MAUREEN C. EGAN ILLINOIS REGISTERED PROFESSIONAL ENGINEER
ILLINOIS REGISTRATION NUMBER 062-059932
LICENSE EXPIRES NOVEMBER 30, 2021

OWNER/ATTORNEY: _____

PRINTED NAME AND TITLE



KENDALL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE

RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS _____ DAY OF _____,

A.D., 2021, AT _____ O'CLOCK _____ M., AND WAS RECORDED IN BOOK _____ OF PLATS

ON PAGE _____.

BY: _____
KENDALL COUNTY RECORDER

PERMISSION TO RECORD

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, TIMOTHY J. MURPHY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO A REPRESENTATIVE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS THE AUTHORITY TO RECORD THIS PLAT ON OR BEFORE DECEMBER 31, 2021. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS 3RD DAY OF DECEMBER, A.D. 2020.

Timothy J. Murphy
TIMOTHY J. MURPHY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002870
LICENSE EXPIRES NOVEMBER 30, 2022



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT I, TIMOTHY J. MURPHY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002870, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED PROPERTY DESCRIBED HEREIN.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED IN ACCORDANCE WITH THE PLAT ACT AND THE ILLINOIS ADMINISTRATIVE CODE, SECTION 1270.56 MINIMUM STANDARDS OF PRACTICE AND THAT ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 17093C0035H WITH AN EFFECTIVE DATE OF JANUARY 8, 2014 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AREAS DESIGNATED AS ZONE X (OTHER AREAS). ZONE X (OTHER AREAS IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN PER THE FLOOD INSURANCE RATE MAPS. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD. APPROXIMATE LOCATIONS OF FLOOD ZONES HAVE BEEN SHOWN HEREON BASED ON THE CURRENT FLOOD INSURANCE RATE MAPS.

I FURTHER CERTIFY THAT ALL SUBDIVISION MONUMENTS WILL BE SET, AND SAID MONUMENTS WILL BE 5/8" DIAMETER BY 24" LONG IRON RODS, UNLESS OTHERWISE NOTED, AND AS REQUIRED BY THE PLAT ACT (765 ILCS 205/). THE EXTERIOR SUBDIVISION MONUMENTS HAVE BEEN SET 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).

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 HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY 65 ILCS, ARTICLE 5, SECTION 11-12-6 AS AMENDED.

DATED THIS 3RD DAY OF DECEMBER, 2020.

Timothy J. Murphy
TIMOTHY J. MURPHY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002870
LICENSE EXPIRES NOVEMBER 30, 2022



DESIGN FIRM PROFESSIONAL LICENSE NO. 184003350
LICENSE EXPIRES APRIL 30, 2021

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY.

DATE	REVISIONS	REVISION	DATE	REVISION
12/03/20	REVISED SUBDIVISION NAME	MGS		
11/09/20	REVISED CERTIFICATES (SHEET 4 ONLY)	MGS		
10/16/20	REVISED SHEET SIZE (ADDED SHEETS 4 AND 5)	MGS		
10/09/20	REVISED SHEET SIZE	MGS		



GRANDE RESERVE NEIGHBORHOOD 5 FIRST RESUBDIVISION

UNITED CITY OF YORKVILLE, ILLINOIS

FINAL PLAT OF SUBDIVISION

PROJ. MGR.: MCE	PROJ. ASSOC.: TJM
DRAWN BY: MGS	DATE: 09/01/20
SCALE: ---	SHEET 5 OF 5
DRHYVIL01	

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT EBE 2 AND LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT 200600023729, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING FROM LOT 3044 THE FOLLOWING DESCRIBED LAND INCLUDED IN THE MILL CROSSINGS OF YORKVILLE CONDOMINIUM:

(AMENDMENT 2)

ALSO THAT PART OF LOT 3044 IN SAID GRANDE RESERVE UNIT 15, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE NORTH 65 DEGREES 40 MINUTES 09 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE, THENCE SOUTHEASTERLY 39.27 FEET, ALONG SAID NORTHERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 69 DEGREES 19 MINUTES 51 SECONDS EAST 35.36 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 24 DEGREES 19 MINUTES 51 SECONDS EAST 106.11 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 107.62 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 43 MINUTES 44 SECONDS EAST 107.38 FEET; THENCE SOUTH 78 DEGREES 52 MINUTES 22 SECONDS WEST 132.03 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHWESTERLY 20.76 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 57 MINUTES 30 SECONDS WEST 20.75 FEET, TO A POINT OF TANGENCY; THENCE NORTH 23 DEGREES 08 MINUTES 58 SECONDS WEST 186.97 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS,

(AMENDMENT 3)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 20.76 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 19 DEGREES 57 MINUTES 30 SECONDS

WEST 20.75 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 78 DEGREES 52 MINUTES 22 SECONDS EAST 132.03 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHEASTERLY 42.70 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08 DEGREES 30 MINUTES 28 SECONDS EAST 42.68 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 57.72 FEET, ALONG SAID EASTERLY LINE OF LOT 3044; THENCE SOUTH 84 DEGREES 04 MINUTES 11 SECONDS WEST 130.36 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 28.08 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE NORTHWESTERLY 60.64 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 09 DEGREES 35 MINUTES 18 SECONDS WEST 60.46 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS,

(AMENDMENT 4)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION II, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 28.08 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 04 MINUTES 11 SECONDS EAST 130.36 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 100.31 FEET, ALONG SAID EASTERLY LINE OF LOT 3044; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 133.33 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 100.26 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

(AMENDMENT 5)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE ACCORDING THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT

3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS MINUTES 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 128.34 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 133.33 FEET; TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 100.55 FEET, ALONG SAID EASTERLY LINE; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 136.31 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 100.60 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

(AMENDMENT 6)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 228.94 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 136.31 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 51.63 FEET, ALONG SAID EASTERLY LINE, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 79.55 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 00 DEGREES 37 MINUTES 22 SECONDS WEST 79.38 FEET; THENCE NORTH 77 DEGREES 19 MINUTES 32 SECONDS WEST 138.62 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY 17.48 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 0 DEGREES 51 MINUTES 06 SECONDS EAST 17.47 FEET, TO A POINT OF TANGENCY; THENCE NORTH 04 DEGREES 11 MINUTES 26 SECONDS WEST 69.06 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS

(AMENDMENT 7)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 298.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 17.48 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 0 DEGREES 51 MINUTES 06 SECONDS WEST 17.47 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES 19 MINUTES 32 SECONDS EAST 138.62 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHWESTERLY 126.46 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 29 MINUTES 07 SECONDS WEST 125.78 FEET; THENCE NORTH 61 DEGREES 06 MINUTES 53 SECONDS WEST 145.86 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY 173.30 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT; HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 37 DEGREES 17 MINUTES 12 SECONDS EAST 163.82 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

(AMENDMENT 8)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART A SUBDIVISION THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE SOUTH 23 DEGREES 08 MINUTES 58 SECONDS EAST 186.97 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3044, TO A POINT OF CURVE; THENCE SOUTHEASTERLY 81.40 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 14 MINUTES 00 SECONDS EAST 80.96 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 11 MINUTES 26 SECONDS EAST 298.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, TO A POINT OF CURVE; THENCE SOUTHWESTERLY 104.04 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 24 MINUTES 09 SECONDS WEST 102.06 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 61 DEGREES 06 MINUTES 53 SECONDS EAST 145.86 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 3044, ALSO BEING A POINT ON A CURVE; THENCE SOUTHWESTERLY 139.34 FEET, ALONG SAID EASTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 14 MINUTES 30 SECONDS WEST 138.42 FEET; THENCE NORTH 40 DEGREES 37 MINUTES 00 SECONDS WEST 167.63 FEET, TO A POINT ON SAID WESTERLY LINE OF LOT 3044, ALSO BEING A POINT ON A

CURVE; THENCE NORTHEASTERLY 86.63 FEET, ALONG SAID WESTERLY LINE OF LOT 3044, ALSO BEING A CURVE TO THE LEFT; HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 53 DEGREES 50 MINUTES 15 SECONDS EAST 85.44 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

(AMENDMENT 13)

THAT PART OF LOT 3044 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND OF THE SOUTHEAST 1/4 OF SECTION 11 AND OF PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NUMBER 200600023729, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3044; THENCE NORTH 68 DEGREES 13 MINUTES 55 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT, 151.75 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES 08 SECONDS EAST, 174.43 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF HERETOFORE DEDICATED BAILEY ROAD; THENCE SOUTH 71 DEGREES 20 MINUTES 53 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE, 154.47 FEET TO A POINT OF CURVATURE; THENCE EASTERLY CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, BEING A CURVED LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 41.19 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 61 DEGREES 27 MINUTES 15 SECONDS WEST, 36.69 FEET) TO AN INTERSECTION WITH THE EAST LINE OF 90 FOOT WIDE KENNEDY ROAD AS HERETOFORE DEDICATED PER DOCUMENT NUMBER 200600016199, BEING ALSO THE WEST LINE OF LOT 3044 AFORESAID; THENCE NORTHERLY, CONTINUING ALONG SAID LAST DESCRIBED WEST LINE OF LOT 3044, BEING A CURVED LINE, CONCAVE WEST, HAVING A RADIUS OF 5550.00 FEET, AN ARC LENGTH OF 53.06 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 14 DEGREES 31 MINUTES 42 SECONDS WEST, 53.06 FEET); THENCE NORTH 13 DEGREES 08 MINUTES 56 SECONDS WEST, CONTINUING ALONG SAID LAST DESCRIBED WEST LINE, 86.01 FEET TO THE POINT OF BEGINNING, IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

LOTS EBE 35, EBE 36, AND LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING FROM LOT 3046 THE FOLLOWING DESCRIBED LAND:

(AMENDMENT 9)

THAT PART OF LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3046; THENCE NORTH 73 DEGREES 32 MINUTES 39 SECONDS EAST 283.27 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 3046, TO THE POINT OF BEGINNING; THENCE NORTH 23 DEGREES 42 MINUTES 35 SECONDS WEST 278.17 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3046; THENCE NORTHEASTERLY 86.67 FEET ALONG SAID NORTHERLY LINE OF LOT 3046, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 416.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60 DEGREES 19 MINUTES 18 SECONDS EAST 86.52 FEET; THENCE SOUTH 35 DEGREES 38 MINUTES 48 SECONDS EAST 313.14 FEET, TO A POINT ON SAID SOUTHERLY LINE OF LOT 3046; THENCE SOUTH 73 DEGREES 32 MINUTES 39 SECONDS WEST 152.03 FEET, ALONG SAID SOUTHERLY LINE OF LOT 3046, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

(AMENDMENT 10)

THAT PART OF LOT 3046 IN GRANDE RESERVE UNIT 15, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NO. 200600023729, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3046; THENCE NORTH 73 DEGREES 32 MINUTES 39 SECONDS EAST 435.30 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 3046, TO THE POINT OF BEGINNING; THENCE NORTH 35 DEGREES 38 MINUTES 48 SECONDS WEST 313.14 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3046; THENCE NORTHEASTERLY 78.61 FEET ALONG SAID NORTHERLY LINE OF LOT 3046, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 416.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 48 DEGREES 56 MINUTES 23 SECONDS EAST 78.49 FEET, TO THE NORTHEAST CORNER OF SAID LOT 3046; THENCE SOUTH 46 DEGREES 28 MINUTES 24 SECONDS EAST 41.95 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3046; THENCE SOUTH 47 DEGREES 57 MINUTES 30 SECONDS EAST 76.30 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 67 DEGREES 51 MINUTES 50 SECONDS EAST 74.03 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 73 DEGREES 05 MINUTES 29 SECONDS EAST 73.70 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 89 DEGREES 04 MINUTES 33 SECONDS EAST 71.68 FEET, ALONG SAID EASTERLY LINE OF LOT 3046; THENCE SOUTH 17 DEGREES 01 MINUTE 01 SECONDS EAST 118.93 FEET, ALONG SAID EASTERLY LINE OF LOT 3046, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 73 DEGREES 32 MINUTES 39 SECONDS WEST 218.28 FEET, ALONG SAID SOUTHERLY LINE OF LOT 3046, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 3:

LOT 3066, EBE 18, EBE 19, EBE 21, EBE 22, EBE 23 AND EBE 24 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING FROM LOT 3066 THE FOLLOWING DESCRIBED LAND:

(AMENDMENT 11)

THAT PART OF LOT 3066 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID GRANDE RESERVE UNIT 22 WITH THE WESTERLY RIGHT OF WAY LINE OF BISSEL DRIVE, THENCE SOUTH 01 DEGREE 38 MINUTES 17 SECONDS EAST 56.43 FEET, ALONG THE EASTERLY LINE OF SAID LOT 3066, TO A POINT OF CURVE, THENCE SOUTHEASTERLY 19.65 FEET, ALONG SAID EASTERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1 533.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 02 DEGREES 0 MINUTES 22 SECONDS EAST 19.65 FEET; THENCE SOUTH 71 DEGREES 44 MINUTES 31 SECONDS MINUTES 201.56 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 3066; THENCE NORTH 05 DEGREES 53 MINUTES 19 SECONDS WEST 48.95 FEET, ALONG SAID WESTERLY LINE OF LOT 3066, TO A POINT OF CURVE; THENCE NORTHWESTERLY 33.31 FEET ALONG SAID WESTERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 533.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 07 DEGREES 40 MINUTES 41 SECONDS WEST 33.31 FEET, TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 33.92 FEET, ALONG THE NORTHERLY LINE OF SAID LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29 DEGREES 24 MINUTES 07 SECONDS EAST 31.38 FEET, TO A POINT OF TANGENCY; THENCE NORTH 68 DEGREES 16 MINUTES 24 SECOND EAST 84.06 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, TO A POINT OF CURVE; THENCE NORTHEASTERLY 78.34 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 73 DEGREES 04 MINUTES 44 SECONDS EAST 78.24 FEET, TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY 43.84 FEET, ALONG SAID NORTHERLY LINE OF LOT 3066, ALSO BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 51 DEGREES 52 MINUTES 38 SECONDS EAST 38.44 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

(AMENDMENT 12)

THAT PART OF LOT 3066 IN GRANDE RESERVE UNIT 22, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION II, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT NO. 200700018495, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING ON THE WESTERLY LINE OF SAID LOT 3066,

AT THE POINT OF CURVE SHOWN WEST OF EBE 17; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 157.06 FEET, ALONG SAID WESTERLY LINE OF LOT 3066, TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 06 MINUTES 41 SECONDS EAST 97.00 FEET; THENCE SOUTH 05 DEGREES 53 MINUTES 19 SECONDS EAST 107.00 FEET; THENCE SOUTH 84 DEGREES 06 MINUTES 41 SECONDS WEST 97.00 FEET, TO A POINT ON THE SAID WESTERLY LINE OF LOT 3066; THENCE NORTH 05 DEGREES 53 MINUTES 19 SECONDS WEST 107.00 FEET, ALONG SAID WESTERLY LINE OF LOT 3066, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 4:

LOTS 3067, EBE 25, EBE 26, EBE 27, EBE 28, EBE 29, EBE 30, EBE 31 AND EBE 32 IN GRANDE RESERVE UNIT 22, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 2007 AS DOCUMENT 200700018495, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



Engineering Enterprises, Inc.

November 2, 2020

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

**Re: Grande Reserve Neighborhood 5 (Unit 15 & 22)
Final Plat Review
United City of Yorkville, Kendall County, Illinois**

Dear Krysti:

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

- Final Plat for Resubdivision of Grande Reserve Neighborhood 5 First Resubdivision dated October 9, 2020 and prepared by Manhard Consulting Ltd.
- Exhibit A Legal Description
- Application for Final Plat/Replat dated October 16, 2020

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:

The City's certificates need to be used. The developer should contact Mark Scheller (mscheller@eeiweb.com) with EEI to obtain.

Ms. Krysti Barksdale-Noble
November 2, 2020
Page 2 of 2

The plat should be revised and resubmitted for further review. If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in dark ink, appearing to read 'Bradley P. Sanderson', with a long horizontal flourish extending to the right.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

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. Dean Edmeier, North Branch Land Company, LLC (Via e-mail)
Mr. Bruce Mellen, DR Horton (via e-mail)
Ms. Maureen Egan, Manhard Consulting, Inc. (via e-mail)
MGS, TNP, NLS EEI (Via e-mail)

DRAFT

**UNITED CITY OF YORKVILLE
PLAN COUNCIL
Thursday, November 12, 2020, 9:00am
Yorkville City Hall, Conference Room
800 Game Farm Road**

NOTE: In accordance with Public Act 101-0640 and Gubernatorial Disaster Proclamation issued by Governor Pritzker pursuant to the powers vested in the Governor under the Illinois Emergency Management Agency Act, this meeting was held by allowing remote attendance to encourage social distancing due to the current pandemic.

IN ATTENDANCE:

Krysti Barksdale Noble, Community Development Director/remote attendance
Jason Engberg, Senior Planner/remote attendance
Brad Sanderson, City Engineer/EEI/remote attendance
David Schultz, HR Green, representing Abby Properties/remote attendance
Ashley Rhea Shields, John Greene Realtors representing Abby Properties/remote attendance
Mr. Chris Lester, representing DR Horton/remote attendance
Jeff Ende, representing DR Horton/remote attendance

Mr. Engberg called the meeting to order at 9:00am.

1. Minutes for Approval: January 23, 2020

The minutes were approved as presented.

2. PZC 2020-11 Kendall Marketplace – Phase 2 & 3 (Final Plat)

Jason Engberg Comments:

Mr. Engberg said Phase 1 was discussed at the last meeting and this meeting will focus on Phase 2 & 3 with an additional 72 units. The phasing plan and final plat match the preliminary plan set forth in the ordinance. He said Phases 2, 3 and 4 could all be done now to eliminate another meeting. He asked if the Phase 4 stormwater management detention pond also serves plat 2 and 3.

Krysti Barksdale-Noble Comments:

Ms. Noble said comments she received from residents from the first phase apply to the current phases and concern dust, parking on Blackberry Shore Lane and construction traffic should not park on or enter the site from Blackberry Shore Lane. Ms. Shields said she will remind the various companies such as ComEd, Nicor, etc. to enter through the construction entrance. Access roads are being built now that should help keep utilities off Blackberry Shore Lane.

Dave Schultz Comments:

Mr. Schultz addressed the stormwater question and said the detention pond is sized appropriately for all phases and also serves the single-family and multi-family areas. With respect to considering Phase 4 at

this time, he said he would refer the question to Abby Properties. He said it was a funding and bonding mechanism and they might not want to take on so much at this time. Ms. Shields concurred and said they would not want to take on that burden now. Ms. Noble asked them to keep in mind that any future requests to do underground work in unplatted areas would be denied. Mr. Schultz also noted that the property is in the Plano School District and he was not sure about the marketing aspect.

Brad Sanderson Comments:

He said there are just small items to clean up the plat and he will work with Mr. Schultz to insure final engineering plans and permits are in place. He will need updated estimates prior to the final plat being executed.

General Discussion:

If the developers added Phase 4, Mr. Schultz asked what implications that would have now and wondered if they would have to start over with the application process. Ms. Noble said it could be done as an addendum and there would be staff review time.

Ms. Shields will speak with the developer with the concerns about going underground and said it would behoove them to be able to have it all done, but the bonding is a concern.

Ms. Noble also asked Mr. Schultz about the functionality of the basin and if it's dry. Mr. Schultz replied it is a dry basin, but probably has not been accepted yet and that it is tied to the single-family. Before any occupancy is granted for any areas using it, Mr. Sanderson said it must be maintained and that it will be part of the punchlist. He said there was a time when lack of maintenance was accepted, but upkeep will be needed. He will make all aware of the needs. Encap will likely perform an inspection and provide a status of the basin and then all can coordinate before the end of construction. Phase 1 is not dependent on it, but is tied to the larger basin, said Mr. Schultz. In addition, Ms. Noble said it is a native area and appropriate plantings are necessary.

This project will be on the agenda for the December 1 Economic Development Committee meeting which will likely be virtual, said Mr. Engberg.

2. PZC 2020-12 Grande Reserve Townhomes (Final Plat)

Ms. Noble provided background for this project and said the petitioner is looking at Grande Reserve Neighborhood #5 combined with unit 15 and 22 and are purchasing lots to build townhomes. They are changing from blanket exemptions to blanket easements (EBE) thereby changing it to fee-simple lots.

DR Horton representatives said builders have largely gone away from EBE building envelopes and in the past, lots would be parceled out depending on when they were built which caused problems. They said it was simpler to identify lots beforehand and convey individual fee-simple parcels.

Mr. Sanderson said Manhard agreed to correct minor items remaining.

There is a new submittal form in the package and Ms. Noble said she will update the information on the website for all committee meetings.

Mr. Engberg said any new materials are needed by November 20th for future meetings. This item will move to the Economic Development Committee on December 1 and to the January Planning and Zoning Commission. Drafts of staff memos to EDC will be available prior to the meeting.

Adjournment

There was no further business and the meeting adjourned at 9:17am.

Minutes transcribed from audio by Marlys Young, Minute Taker



Engineering Enterprises, Inc.

December 7, 2020

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

**Re: Grande Reserve Neighborhood 5 (Unit 15 & 22)
Final Plat Review
United City of Yorkville, Kendall County, Illinois**

Dear Krysti:

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

- Final Plat for Subdivision of Grande Reserve Units 15 and 22 First Resubdivision dated October 9, 2020 revised December 3, 2020 and prepared by Manhard Consulting Ltd.

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:

We find the final plat to be in general conformance with the City ordinances and standards.

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in dark ink, appearing to read 'Bradley P. Sanderson', is written over a horizontal line.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

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 Ratosh, Building Department (via e-mail)
Ms. Dee Weinert, Admin Assistant (via e-mail)
Ms. Lisa Pickering, City Clerk (via e-mail)
Mr. Dean Edmeier, North Branch Land Company, LLC (Via e-mail)
Mr. Bruce Mellen, DR Horton (via e-mail)
Ms. Maureen Egan, Manhard Consulting, Inc. (via e-mail)
MGS, TNP, NLS EEI (Via e-mail)

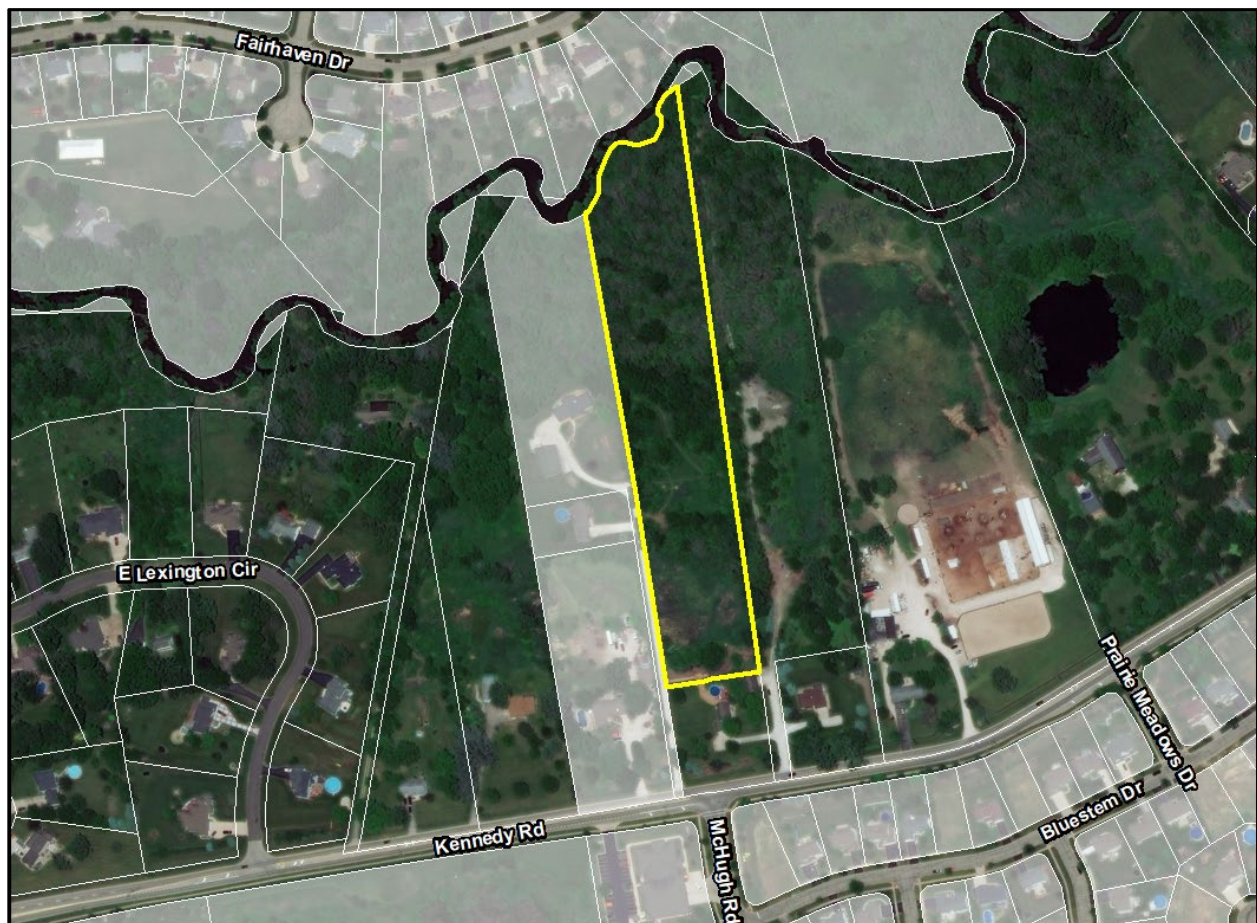


Memorandum

To: Planning and Zoning Commission
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: January 6, 2021
Subject: **PZC 2020-13 –County Case 20-30 9261 Kennedy Road (Variance)
1.5 Mile Review**

SUMMARY:

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioners, Kris and Hillary Wieschhaus, are requesting a variance to allow installation of a driveway at zero feet (0') from the eastern property line instead of the required five-foot (5') setback. The approximately 6.4-acre property is located at 9261 Kennedy Road which is about a half mile east of Route 47 on the north side of Kennedy Road. The property is adjacent to the rear of 9227 Kennedy Road which fronts the right-of-way.



PROPOSED PROJECT:

According to the site plan, as shown in the illustration to the right, the petitioner plans to install an eighteen foot (18') wide driveway along the eastern boundary of the property. An access point and private drive already exist along Kennedy Road and this driveway would provide better access to the property.

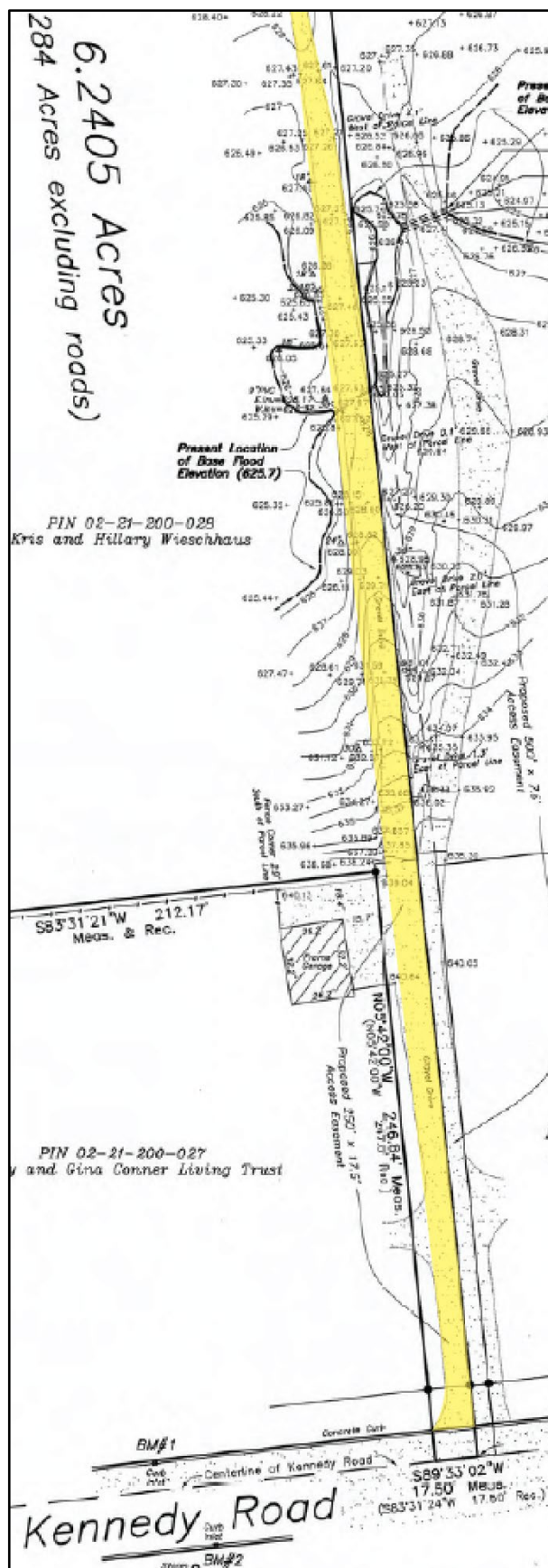
The petitioner is requesting relief from the Kendall County Zoning Ordinance to allow installation of a driveway at zero feet (0') from the eastern property line instead of the required five-foot (5') setback. The petitioner is making this request to avoid the 100-year floodplain on the property (see petition attached). The only location outside of the floodplain is along the eastern boundary of the parcel.

In the future, the owner plans on constructing a single-family detached home on the property. This house would be located north of the floodplain and near the end of the proposed driveway.

YORKVILLE COMPREHENSIVE PLAN:

Yorkville's 2016 Comprehensive Plan designation for this property is Estate/Conservation Residential. This future land use is intended to provide flexibility for residential design in areas of Yorkville that can accommodate low-density detached single-family housing but also include sensitive environmental and scenic features that should be retained and enhanced. The most typical form of development within this land use will be detached single family homes on large lots.

The proposed variance for a driveway will not affect the future land use designated in the Comprehensive Plan. As stated in the petitioner's application, they plan on constructing a single-family home on this parcel in the future which aligns with Yorkville's future land use plan.



Additionally, the property is not likely to be annexed into the City any time soon and if the property were annexed into the City, it would most likely be part of a larger redevelopment project which would have this driveway removed.

Staff Recommendation & Comments

Staff has reviewed the request for variance authorization and **does not** have an objection to the petitioner's request. This request was reviewed by the Economic Development Committee at the January 5, 2021 meeting where there were no additional given comments. Staff is seeking input from the Planning and Zoning Commission for this request. This item was delivered to the City on November 19, 2020.

Attachments

1. Application with Attachments



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 20-30**Kris and Hillary Wieschhaus
Driveway Setback Variance****INTRODUCTION**

Kris and Hillary Wieschhaus installed a driveway without a permit at 9261 Kennedy Road in Bristol Township.

A large portion of the property is within the one hundred (100) year floodplain (Zone AE).

The driveway was constructed within the required setback to avoid the floodplain.

The application materials are included as Attachment 1. The plat of survey is included as Attachment 2. The aerial of the property with showing the driveway floodplain is included as Attachment 3.

SITE INFORMATION

PETITIONER Kris and Hillary Wieschhaus

ADDRESSES 9261 Kennedy Road, Yorkville

LOCATION Approximately 0.4 Miles East of Route 47 on the North Side of Kennedy Road

TOWNSHIP Bristol

PARCEL #S 02-21-200-028

LOT SIZE 6.4 +/- Acres

EXITING LAND USE Vacant

ZONING R-1

LRMP	Current Land Use	Vacant
	Future Land Use	Suburban Residential (1.00 DU/Acre Max)
	Roads	Kennedy Road is a Minor Collector Road Maintained by Bristol Township
	Trails	Yorkville has Trail Planned Along Kennedy Road
	Floodplain/ Wetlands	Blackberry Creek is Located North of the Property and a Large Portion of the Property is in the 100 Year Flood Plain (Zone AE); Base Flood Elevation is 625.7

REQUESTED ACTION Variance to allow installation of a driveway at zero feet (0') from the eastern property line instead of the required five feet (5') setback.

APPLICABLE REGULATIONS §11:02.F.7.b – Side Yard Setback for Driveways

§13:04 – Variation Procedures and Requirements

SURROUNDING LAND USE				
Location	Adjacent Land Use	Adjacent Zoning	LRMP	Zoning within ½ Mile
North	Single Family Residential	R-2 (Yorkville)	Suburban Neighborhoods (Yorkville)	R-2 and M-2 (Yorkville)
South	Single Family Residential	R-3 (County)	Suburban Residential (1.00 DU/Acre Max)	R-3 (County) R-2 (South)
East	Single Family Residential and Vacant	R-1 (County)	Suburban Residential	A-1 and R-3 (County)
West	Farmstead	R-1 (Yorkville)	Estate Residential (Yorkville)	A-1 and R-3 (County) R-1 and B-3 (Yorkville)

GENERAL INFORMATION

The Petitioners wish to construct a house on the property in the future.

As noted on the plat of survey (Attachment 2), the base flood elevation is 625.7. The driveway elevations are above the base flood elevation.

As noted on the aerial (Attachment 3), the driveway is not located in the one hundred (100) year floodplain, but is located in the five hundred (500) year flood plain.

The proposed driveway will be approximately eighteen feet (18') in width.

The property has been zoned R-1 since 1988.

BRISTOL TOWNSHIP

Bristol Township was emailed this proposal on November 19, 2020.

UNITED CITY OF YORKVILLE

The United City of Yorkville was emailed this proposal on November 19, 2020.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

The Bristol-Kendall Fire Protection District was emailed this proposal on November 19, 2020.

FINDINGS OF FACT

§ 13:04.A.3 of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to grant variations. They are listed below in *italics*. Staff has provided findings in **bold** below based on the recommendation:

*That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. **Because of the large amount of one-hundred-year floodplain on the property, the***

Petitioners are limited to where a driveway can be installed. The proposed location allows the Petitioners to install the driveway without impacting the floodplain.

That the conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. This is true. The Petitioners wish to obtain the variance because of the location of the floodplain on the property and no other condition.

That the alleged difficulty or hardship has not been created by any person presently having an interest in the property. The owners did not create the floodplain on the property and have limited options for constructing a driveway at other locations on the property without impacting the floodplain.

That the granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. The requested variance should not negatively impact any of the neighbors and will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. Adding the proposed driveway will not impair any of the above items.

RECOMMENDATION

Staff recommends approval of the requested variance subject to the following conditions:

1. The setback on the east side of the subject property may be reduced to zero feet (0') for the installation of the driveway only. This variation shall not apply to any of the other required setbacks contained in the Kendall County Zoning Ordinance.
2. The driveway shall be installed at substantially the location shown on the plat of survey shown on Attachment 2.
3. Installation of the driveway shall follow all applicable Federal, State, and Local laws.
4. This variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns.

ATTACHMENTS

1. Application (Including Petitioner's Findings of Fact)
2. Plat of Survey
3. Aerial


DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

APPLICATION
PROJECT NAME _____ **FILE #:** _____

NAME OF APPLICANT Kris & Hillary Wieschhaus		
CURRENT LANDOWNER/NAME(s) Kris & Hillary Wieschhaus		
SITE INFORMATION ACRES 6	SITE ADDRESS OR LOCATION 9261 Kennedy Rd	ASSESSOR'S ID NUMBER (PIN) 02-21-200-028
EXISTING LAND USE Vacant (future home site)	CURRENT ZONING Residential	LAND CLASSIFICATION ON LRMP Suburban Residential
REQUESTED ACTION (Check All That Apply): <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> SPECIAL USE</div> <div style="width: 33%;"><input type="checkbox"/> MAP AMENDMENT (Rezone to _____)</div> <div style="width: 33%;"><input type="checkbox"/> VARIANCE</div> <div style="width: 33%;"><input type="checkbox"/> ADMINISTRATIVE VARIANCE</div> <div style="width: 33%;"><input type="checkbox"/> A-1 CONDITIONAL USE for: _____</div> <div style="width: 33%;"><input type="checkbox"/> SITE PLAN REVIEW</div> <div style="width: 33%;"><input type="checkbox"/> TEXT AMENDMENT</div> <div style="width: 33%;"><input type="checkbox"/> RPD (<input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final)</div> <div style="width: 33%;"><input type="checkbox"/> ADMINISTRATIVE APPEAL</div> <div style="width: 33%;"><input type="checkbox"/> PRELIMINARY PLAT</div> <div style="width: 33%;"><input type="checkbox"/> FINAL PLAT</div> <div style="width: 33%;"><input type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.)</div> <div style="width: 33%;"><input type="checkbox"/> AMENDMENT TO A SPECIAL USE (<input type="checkbox"/> Major; <input type="checkbox"/> Minor)</div> </div>		
¹PRIMARY CONTACT Kris Wieschhaus	PRIMARY CONTACT MAILING ADDRESS	PRIMARY CONTACT EMAIL
PRIMARY CONTACT PHONE #	PRIMARY CONTACT FAX #	PRIMARY CONTACT OTHER #(Cell, etc.)
²ENGINEER CONTACT	ENGINEER MAILING ADDRESS	ENGINEER EMAIL
ENGINEER PHONE #	ENGINEER FAX #	ENGINEER OTHER # (Cell, etc.)
I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.		
I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES.		
SIGNATURE OF APPLICANT		DATE

FEE PAID:\$ _____

CHECK #: _____

¹Primary Contact will receive all correspondence from County

²Engineering Contact will receive all correspondence from the County's Engineering Consultants

Attachment 1, Page 2
Please fill out the following findings of fact to the best of your capabilities. § 13.04 of the Zoning Ordinance outlines findings that the Zoning Board of Appeals shall take into consideration the extent to which the following conditions have been established by the evidence:

Overview:

This variance is to allow the placement of a driveway directly along the east side of 9261 Kennedy Road (02-21-200-028). The driveway to the property was placed on the property line and lacks the 5 foot setback required by code.

The adjoining neighbor has agreed that the placement of the driveway is fine and has no issues with the current configuration.

That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out.

Due to the topographical condition of the property it is impracticable to place the driveway anywhere else to low-lying areas of the property.

That the conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification.

That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

It has not

That the granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located.

It will not.

Note: This property is not part of a neighborhood.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood.

The variation will have no impact on light or supply of air to the adjacent property.

Form No. 1402.06
ALTA Owner's Policy



Policy Page 1
Policy Number: [REDACTED]

OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

[REDACTED]
Dennis J. Gilmore, President

[REDACTED]
Greg L. Smith, Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) In securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of Insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1650 W. Big Beaver Road, P.O. Box 1289, Troy, MI 48099.

POLICY OF TITLE INSURANCE



**First American Title Insurance Company
ALTA Owner's Policy
Schedule A**

File No. [REDACTED]

Amount of Insurance
[REDACTED]

Date of Policy

June 5, 2020
or the date of recording of the
Vesting Deed, whichever is later

Name of Insured:

Kristopher T Wieschhaus and Hillary M Wieschhaus

1. The estate or interest in the land described herein and which is covered by this policy is:

Fee Simple

2. Title to the estate or interest in the land is vested in:

Kristopher T Wieschhaus and Hillary M Wieschhaus, husband and wife as joint tenants

3. The land referred to in this policy is described as follows:

THAT PART OF THE EAST HALF OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP AND RANGE AFORESAID; THENCE WEST 23.05 CHAINS; THENCE NORTH 35°30' WEST 11.02 CHAINS TO THE CENTER LINE OF THE ORIGINAL BRISTOL AND OSWEGO ROAD; THENCE NORTH 34°59' WEST 2054.6 FEET; THENCE SOUTH 52°08' WEST 825.4 FEET; THENCE NORTH 38°06' WEST 2500.6 FEET TO THE NORTHERLY LINE OF THE KENNEDY FARM; THENCE NORTH 33°44' WEST ALONG SAID NORTHERLY LINE 254.4 FEET; THENCE SOUTH 84°37' WEST ALONG SAID NORTHERLY LINE 513.2 FEET; THENCE NORTH 80°53' WEST ALONG SAID NORTHERLY LINE 286.6 FEET; THENCE NORTH 45°39' WEST ALONG SAID NORTHERLY LINE 45.7 FEET; THENCE SOUTH 5°42' EAST 1401.55 FEET TO THE CENTERLINE OF KENNEDY ROAD; THENCE SOUTH 83°31'24" WEST ALONG SAID CENTERLINE 217.22 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 83°31'24" WEST ALONG SAID CENTERLINE 17.50 FEET THENCE NORTH 05°42'00" WEST 247.0 FEET; THENCE SOUTH 83°31'21" WEST 212.17 FEET TO THE LINE OF A FENCE; THENCE NORTH 05°56'56" WEST ALONG SAID FENCE LINE 1084.31 FEET TO SAID NORTHERLY LINE; THENCE SOUTH 85°45'05" East ALONG SAID NORTHERLY LINE 44.75 FEET; THENCE NORTH 39°21'00" EAST ALONG SAID NORTHERLY LINE 269.09 FEET TO A DRAWN NORTH 05°42'00" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 05°42'00" EAST 1509.73 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING NORTHERLY OF THE CENTERLINE OF BLACKBERRY CREEK IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Issuing Agent:

Herbert & Eckburg, LLC



**First American Title Insurance Company
ALTA Owner's Policy
Schedule B**

File No. [REDACTED]

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

A. STANDARD EXCEPTIONS:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Easements, or claims of easements, not shown by the public records.
- (3) Encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate survey pursuant to the "minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
- (4) Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes, or special assessments, if any, not shown as existing liens by the public records.
- (6) Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

B. SPECIAL EXCEPTIONS:

1. There are various ongoing closures and inaccessibility of certain records in counties and municipalities across the country due to the COVID-19 Emergency. If unable to record documents in the Public Records due to closure or inaccessibility, execution of a Declaration of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency is required by the parties (other than the Lender) to the contemplated transaction.
2. General taxes and assessments for the year 2nd of 2019, 2020 and subsequent years which are not yet due and payable.

Tax identification no.: 02-21-200-028

3. Rights of the Public, the State of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes.
4. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
5. Rights of the interested parties to the free and unobstructed flow of the waters of the stream which may flow on or through the land.
6. Rights of parties in possession in and to the land falling between the fence(s) location(s) and the property line(s) due to the failure of the fence(s) to follow the property line(s) as disclosed by survey presented at the closing.

NOTE: If any document referenced herein contains a covenant, condition or restriction violative of 42 USC 3604(c), such covenant, condition or restriction to the extent of such violation is hereby deleted.

End of Schedule B

Issuing Agent:


Herbert & Eckburg, LLC



ENDORSEMENT

ISSUED BY

First American Title Insurance Company

Attached to Policy No. 

THE STANDARD EXCEPTIONS 1, 4 THROUGH 6 ARE HEREBY DELETED.

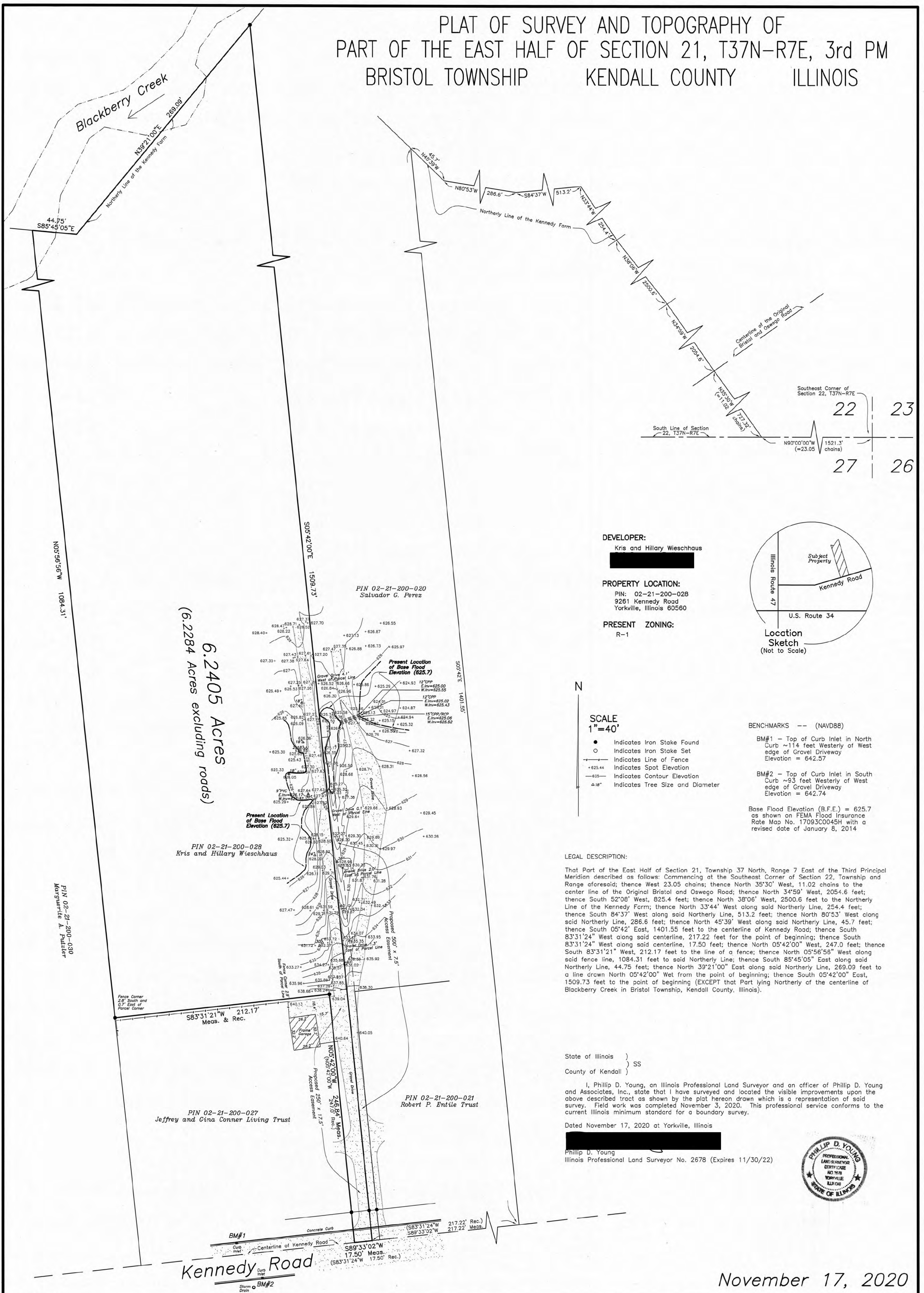
This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

Dated:




Christian Poulsen





JOB NO.	20287		Phillip D. Young and Associates, Inc. LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775	1107B South Bridge Street Yorkville, Illinois 60560 Telephone (630)553-1580
JOB NAME	WIESCHHAUS			
DWG FILE	20287			
REVISION DATE				

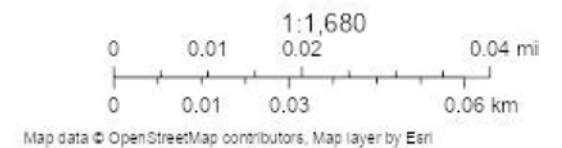


November 18, 2020

 Kendall County Address Points
 Parcels
 parcel

USA Flood Hazard Areas
 1% Annual Chance Flood Hazard
 0.2% Annual Chance Flood Hazard

Incorporated Areas
 Yorkville



PUBLIC NOTICE
KENDALL COUNTY
****ZONING BOARD OF APPEALS****

Notice is hereby given that Zoning Board of Appeals will hold a public hearing on 12/14/2020 at 7:00 PM

The location of the meeting is at the East Wing Conference Room of the Kendall County Historic Courthouse at 109 W. Ridge Street, Yorkville, IL 60560.

The purpose of this hearing is to consider testimony and make a determination regarding Petition # 20-30.
(Application #)

Kris & Hillary Wieschhaus is/are seeking a variance from Section 11:02.F.7.b
(Name(s) of Applicant) (Section #)

of the Kendall County Zoning Ordinance to: *"Permit placement of driveway 0' from the east property line instead of the required 5' side-yard setback".*

The property is located at 9261 Kennedy Road, is identified by Parcel Identification Number 02-21-200-028 and is legally described in Exhibit "A" attached.

The petitioner is acting for himself or in the capacity of agent, alter ego, or representative of a principal.
(is/is not)

The petitioner is not a corporation.
(is/is not)

The petitioner is not a business or entity doing business under an assumed name.
(is/is not)

The petitioner is not a Partnership, Joint Venture, Syndicate or Unincorporated Voluntary Association.
(is/is not)

This petition and related documents may be reviewed at the Planning, Building and Zoning Department, Room 203, 111 West Fox Street, Yorkville, IL 60560 or the Kendall County Website: <http://www.co.kendall.il.us/planning-building-zoning/petitions>. Questions can be directed to the same department at phone number (630) 553-4139.

All interested persons may attend and be heard. Written testimony should be directed to the Department but shall only be entered as part of the record at the discretion of the Kendall County Zoning Board of Appeals.

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time. Please attend the hearing/meeting by computer or call 1-309-248-0701 and entering conference ID 756 909 888#

Kris & Hillary Wieschhaus

Name(s) of Applicant

Exhibit A

LEGAL DESCRIPTION OF TRACT:

That Part of the East Half of Section 21, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southeast Corner of Section 22, Township and Range aforesaid; thence West 23.05 chains; thence North 35°30' West, 11.02 chains to the center line of the Original Bristol and Oswego Road; thence North 34°59' West, 2054.6 feet; thence South 52°08' West, 825.4 feet; thence North 38°06' West, 2500.6 feet to the Northerly Line of the Kennedy Farm; thence North 33°44' West along said Northerly Line, 254.4 feet; thence South 84°37' West along said Northerly Line, 513.2 feet; thence North 80°53' West along said Northerly Line, 286.6 feet; thence North 45°39' West along said Northerly Line, 45.7 feet; thence South 05°42' East, 1401.55 feet to the centerline of Kennedy Road; thence South 83°31'24" West along said centerline, 217.22 feet for the point of beginning; thence South 83°31'24" West along said centerline, 17.50 feet; thence North 05°42'00" West, 247.0 feet; thence South 83°31'21" West, 212.17 feet to the line of a fence; thence North 05°56'56" West along said fence line, 1084.31 feet to said Northerly Line; thence South 85°45'05" East along said Northerly Line, 44.75 feet; thence North 39°21'00" East along said Northerly Line, 269.09 feet to a line drawn North 05°42'00" West from the point of beginning; thence South 05°42'00" East, 1509.73 feet to the point of beginning (EXCEPT that Part lying Northerly of the centerline of Blackberry Creek in Bristol Township, Kendall County, Illinois)

Kendall County Zoning Board of Appeals 12-14-2020 Remote Meeting Attendance



In accordance with the Governor's Executive Order 2020-07, Kendall County Board Chairman Scott Gryder is encouraging social distancing by allowing remote attendance to the Kendall County Zoning Board of Appeals Meeting/Hearing scheduled for Monday, December 14, 2020, at 7:00 p.m. Instructions for joining the meeting are listed below.

For your safety and others, please attend the hearing/meeting by phone or computer, if possible. The East Wing Conference Room located at the Kendall County Historic Courthouse at 110 W. Madison Street (also addressed as 109 W. Ridge Street), in Yorkville, will have limited seating available. Masks are required when social distancing is not possible. If you plan to attend in person, please follow all social distancing requirements.

If anyone from the public would like to make a comment during the hearing/meeting there will be an allotted time on the agenda for public comment, and all of the county board rules of order still apply. We will also accept public comment by emailing: masselmeier@co.kendall.il.us. Members of the public may contact Kendall County PBZ Department prior to the meeting for assistance making public comment at 630-553-4139; email correspondence is preferred.

Microsoft Teams Meeting

[Click here to join the meeting](#)

Or call in (audio only)

+1 309-248-0701 United States, Rock Island (Toll)

Phone Conference ID: 756 909 888#

[Find a local number](#) | [Reset PIN](#)

Kendall County

[Learn More](#) | [Meeting options](#) | [Legal](#)

Kendall County Zoning Board of Appeals Information:

<https://www.co.kendall.il.us/transparency/agendas-packets-and-meetings-schedules/planning-building-and-zoning/zba-zoning-board-of-appeals>

For information about how to join a Microsoft Teams meeting, please see the following link.

<https://support.office.com/en-us/article/join-a-meeting-in-teams-1613bb53-f3fa-431e-85a9-d6a91e3468c9>