



## United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

[www.yorkville.il.us](http://www.yorkville.il.us)

### PLANNING AND ZONING

### COMMISSION AGENDA

Wednesday, February 8, 2023

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: December 14, 2022

Citizen's Comments

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#### Public Hearings

1. **PZC 2022-24** New Leaf Energy, Inc. dba Beecher Solar 1, LLC, petitioner, on behalf of Robert M. and Ildefonsa Loftus, owners, has filed applications with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification and special use authorization. The real property is generally located north and south of the Burlington Northern Santa Fe railroad line, east of Beecher Road. The petitioner is requesting rezoning approval from R-1 Single-Family Suburban Residential District to A-1 Agricultural District (contingent on approval of annexation by the City Council). The petitioner is requesting special use permit approval pursuant to Section 10-6-0 of the Yorkville City Code for a solar farm.
2. **PZC 2022-25** Giovanna Schmieder, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification of an approximately 0.40-acre parcel located at 105 E Spring Street in Yorkville, Illinois. The real property is located at the northeast corner of the Route 47 (Bridge Street) and Spring Street intersection. The petitioner is seeking to rezone the parcel from the R-2 Single-Family Traditional Residence District to the B-2 Retail Commerce Business District.

#### Unfinished Business

#### New Business

1. **PZC 2022-24** New Leaf Energy, Inc. dba Beecher Solar 1, LLC, petitioner, on behalf of Robert M. and Ildefonsa Loftus, owners, has filed applications with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification and special use authorization. The real property is generally located north and south of the Burlington Northern Santa Fe railroad line, east of Beecher Road. The petitioner is requesting rezoning approval from R-1 Single-Family Suburban Residential District to A-1 Agricultural District (contingent on approval of annexation by the City Council). The petitioner is requesting special use permit approval pursuant to Section 10-6-0 of the Yorkville City Code for a solar farm.

2. **PZC 2022-25** Giovanna Schmieder, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification of an approximately 0.40-acre parcel located at 105 E Spring Street in Yorkville, Illinois. The real property is located at the northeast corner of the Route 47 (Bridge Street) and Spring Street intersection. The petitioner is seeking to rezone the parcel from the R-2 Single-Family Traditional Residence District to the B-2 Retail Commerce Business District.

#### **Additional Business**

1. **2022 Year in Review**

2. **City Council Action Updates**

- a. **PZC 2022-22** Tom Bowman, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting final plat approval to subdivide the approximately 2-acre vacant parcel into 2 single-family lots. The property is generally located at the southwest corner of E Van Emmon Street and Timber Oak Lane (formerly Benjamin Street).

**Action Item**

Final Plat

#### **Adjournment**

**PLANNING & ZONING COMMISSION**

**City Council Chambers**

**800 Game Farm Road, Yorkville, IL**

**Wednesday, December 14, 2022 7:00pm**

**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, the City of Yorkville is allowing remote attendance at this meeting. Social distancing is being encouraged due to the current Covid-19 pandemic.

**Meeting Called to Order**

Chairman Jeff Olson called the meeting to order at 7:16pm, roll was called and a quorum was established.

**Roll Call**

Danny Williams-yes/in-person

Deborah Horaz-yes/electronic attendance

Jeff Olson-yes/in-person

Richard Vinyard-yes/in-person

Absent: Rusty Hyett, Greg Millen

**City Staff**

Jason Engberg, Senior Planner/in-person

**Other Guests**

Lynn Dubajic Kellogg, City Consultant/in-person

Tom Bowman, electronic attendance

Mike Belke, electronic attendance

**Previous Meeting Minutes** October 12, 2022 (court reporter's transcript), November 9, 2022

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

Roll call: Horaz-yes, Olson-yes, Vinyard-yes, Williams-yes. Carried 4-0.

**Citizen's Comments** None

**Public Hearings** None

**Unfinished Business** None

**New Business**

1. **PZC 2022-22** Tom Bowman, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting final plat approval to subdivide the

approximately 2-acre vacant parcel into 2 single-family lots. The property is generally located at the southwest corner of E. Van Emmon Street and Timber Oak Lane (formerly Benjamin Street).

Mr. Engberg said this is for the final plat of subdivision and the petitioner wishes to take one lot and divide it into two. In 2019 the lot was rezoned from B-2 to R-1 and Mr. Bowman purchased the property and originally wanted to divide it into three lots. The property line goes to the middle of Van Emmon, so he must dedicate 40 feet to the city since it is public right-of-way, therefore he will make it 2 lots to keep the R-1 zoning. He will try to maintain the existing topography and trees. The engineer noted just a couple items which will be addressed.

Mr. Williams asked if Timber Oaks is still a private drive or if it was turned over to the city. It is public right-of-way now, said Mr. Engberg. Mr. Engberg added that the developer of Kendallwood Estates, now known as Timber Ridge Estates, changed the subdivision and street names. The streets and public items will be turned over to the city when the project is done. Mr. Williams also asked if an easement is needed to get onto the road to get to these properties. Mr. Engberg said no easement is needed.

**Action Item:**  
Final Plat

A motion to approve PZC 2022-22 was made by Mr. Williams and seconded by Mr. Vinyard. Mr. Williams read the motion as follows: In consideration of the proposed Final Plat of Subdivision for Bowman Subdivision, the Planning and Zoning Commission recommends approval of the plat to the City Council as prepared by Norman J. Toberman and Associates date last revised November 28, 2022 and subject to all future comments made by Engineering Enterprise Incorporated.

Roll call: Olson-yes, Vinyard-yes, Williams-yes, Horaz-yes. Carried 4-0.

**Additional Business**

1. 2023 Planning and Zoning Commission Meeting Schedule

All Commissioners were OK with the schedule as presented.

**Adjournment**

There was no further business and the meeting was adjourned at 7:22pm on a motion and second by Commissioners Williams and Horaz, respectively. Unanimous voice vote approval.

Respectfully submitted by,  
Marlys Young, Minute Taker/electronic attendance





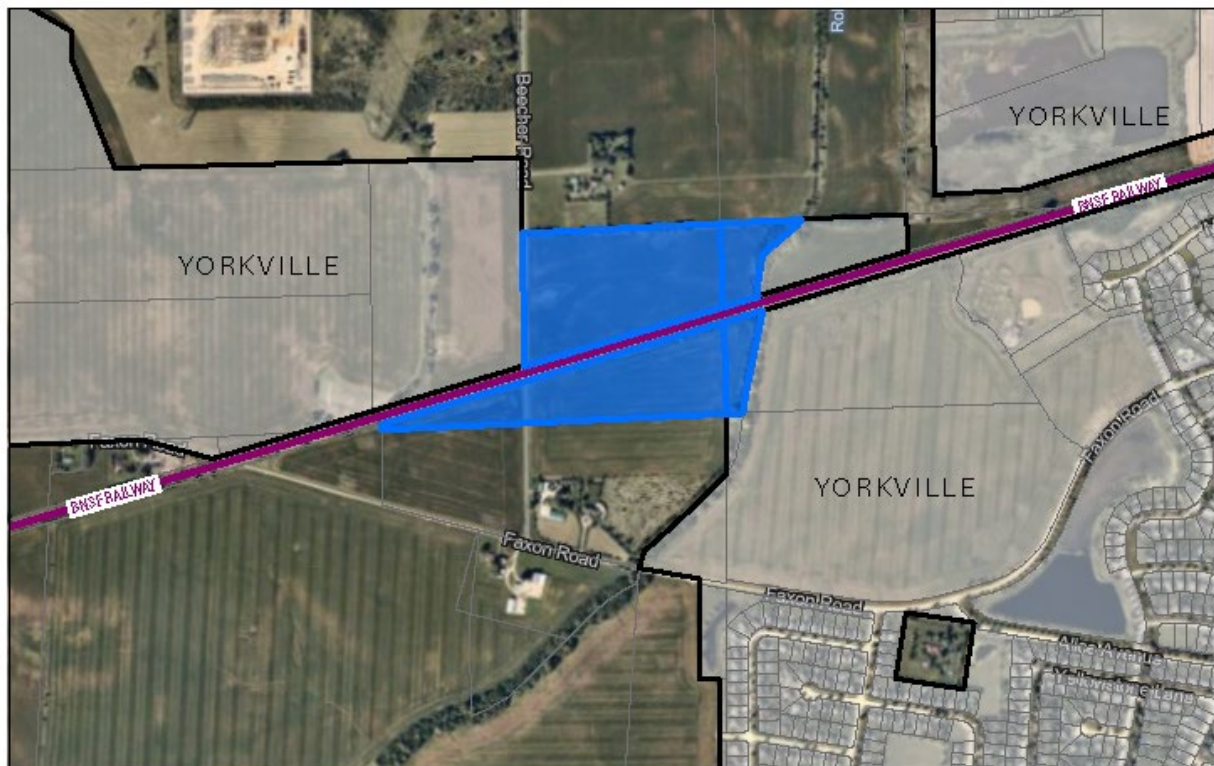
# Memorandum

To: Planning Zoning Commission  
From: Krysti Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Jason Engberg, Senior Planner  
Date: February 1, 2023  
Subject: **PZC 2022-24 New Leaf Energy – Solar Farm**  
Rezoning and Special Use

## **BACKGROUND AND PROJECT DESCRIPTION:**

The applicant, C. Dean Smith on behalf of New Leaf Energy dba Beecher Solar 1, LLC, contract leasee, is requesting annexation, rezoning, and special use permit approval to construct a 5-megawatt (MW) alternating current (AC) freestanding community solar farm. As part of the request, the petitioner is seeking to annex approximately 48 acres of unincorporated agricultural land consisting of three (3) parcels #02-18-400-005, #02-18-400-006, and #02-17-300-002.

The proposed solar farm will be situated on approximately 18.44 acres of the existing farmland parcel located immediately north of the BNSF railroad line and east of Beecher Road. The petitioner is seeking rezoning upon annexation from the City's default R-1 Single Family Suburban Residential zoning to the A-1 Agricultural zoning district.



## **New Leaf Energy Location Map**

United City of Yorkville, Illinois  
December 13, 2022



### **ANNEXATION:**

As mentioned, the applicant will need to annex three (3) unincorporated parcels, #02-18-400-005, #02-18-400-006, and #02-17-300-002, totaling approximately 48-acres into the City in order to construct and operate a community solar farm on approximately 19 acres of the annexed area. Annexation is contingent upon City Council approval of a requested rezoning to A-1 Agricultural District and special use authorization for the solar farm. A public hearing for the proposed annexation is set for February 14, 2023 before the City Council.

### **REZONING REQUEST:**

Per Section 10-5-5: Zoning of Annexed Land of the United City of Yorkville's Zoning Ordinance states, "*Any territory or land hereafter annexed to the City shall automatically, upon such annexation, be classified within the R-1 residential district and be subject to all conditions and regulations applicable to land in such district until such land is subsequently rezoned*". Therefore, the petitioner is seeking rezoning within the A-1 Agricultural District. This zoning classification would permit the continued farm use on the remainder of the annexed land.

### **SPECIAL USE REQUEST:**

Per Table 10.06.07 Alternative Energy Uses of the United City of Yorkville's Zoning Ordinance, solar farms are authorized special uses only in the A-1 Agricultural District, OS-1 Open Space (Passive), OS-2 (Active) and O-Office District. Simultaneously with the rezoning request, the applicant is seeking special use authorization.

The subject property is currently located in unincorporated Kendall County. The following are the current immediate surrounding zoning and land uses:

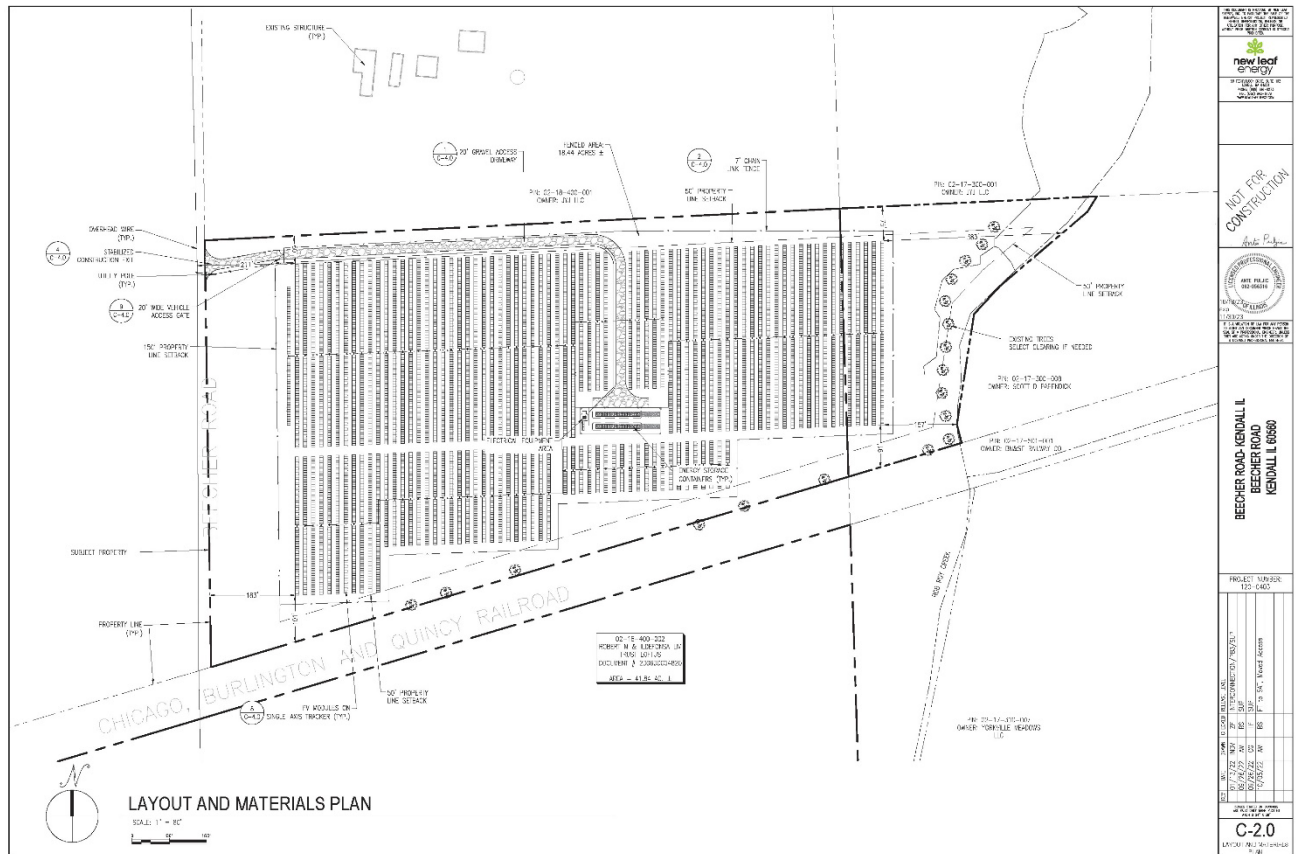
<b>Zoning</b>		<b>Land Use</b>
<b>North</b>	A-1 Special Use (Kendall County)	Agriculture (Special Use approved for sanitary landfill in 1963)
<b>South</b>	A-1 Special Use (Kendall County)	Agriculture/ BNSF Railroad
<b>East</b>	R-2 Single-Family Traditional Residence District	Whispering Meadows Subdivision
<b>West</b>	M-2 General Manufacturing District	Lincoln Prairie (South) Beecher Road

### ***Location on Site***

Table 10.07.01 of Chapter 7 in the City's Zoning Ordinance provides dimensions and bulk regulations for the A-1 Agricultural District. The following compares the yard setbacks required for the A-1 Agricultural District and the proposed solar farm use:

<b>Minimum Requirement</b>		<b>Proposed Setback</b>
Front (West)	100 feet	150 feet (fence)/183 feet (solar array)
Rear (East)	None	157 feet (solar array)
Side (North)	50 feet	50 feet (solar array)
Side (South)	50 feet	91 feet (solar array)

- Staff has identified the west property line (adjacent to Beecher Road) as the front property line, per Section 10-2-3: Definitions of the United City of Yorkville's Zoning ordinance which establishes the lot line which abuts a street shall be the front lot line.



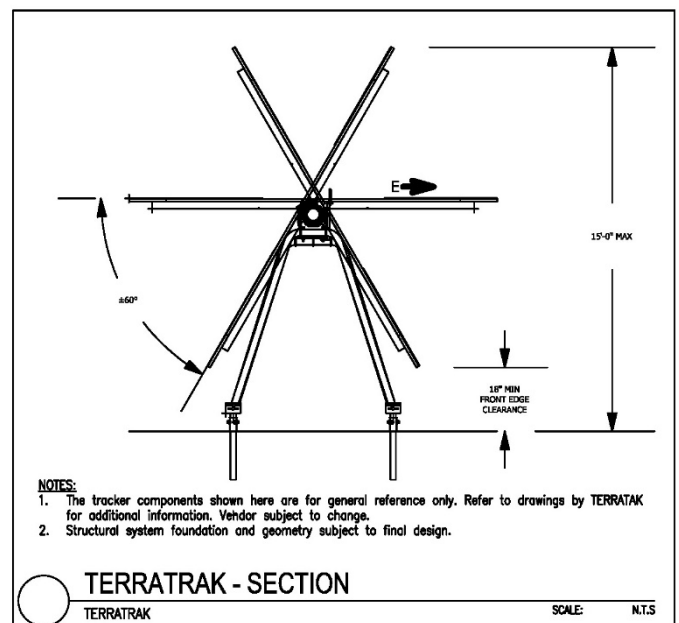
The proposed community solar farm will consist of approximately 9,700 arrays totaling about 36,500 linear feet of racking. The system will include two (2) inverters and two (2) transformers with four (4) tracker motors. The petitioner will enter a twenty (20) year lease with the property owner to operate the proposed community solar farm. The lease also has an option to extend the lease term for up to four (4) additional and successive periods of five (5) years each.

## ALTERNATIVE ENERGY SYSTEMS REGULATIONS:

Chapter 19: Alternative Energy Systems of the Zoning Ordinance identifies freestanding solar energy systems (FSSES) as a special use within all zoning districts and establishes regulations which were used in the review of this request. The following describes how the proposed plan meets the regulations for Freestanding Solar Energy Systems:

### Height

The maximum structure height in the A-1 Agricultural District is eighty (80) feet. Additionally, as stated in Section 10-19-7-D of the City's Zoning Ordinance, the minimum clearance between the lowest point of the system and the surface which the system is mounted is ten (10) feet. Section 10-19-7-F states the maximum height will be stipulated as a special use condition.



The petitioner has submitted an exhibit illustrating that the maximum solar array height, including trackers/racking/string inverters, is 94 inches (approx. 8 feet) at maximum tilt. Additionally, the petitioner proposes a minimum solar array clearance as 32 inches (approximately 2.6 feet).

Note the solar array clearance is less than the minimum required ten (10) feet. Staff has encountered this issue with previous solar field proposals, and we are aware of the current industry standards for height is consistent with the petitioner's request. It is our intention to revise this section of the Alternative Energy Systems regulations as part of the upcoming Unified Development Ordinance (UDO) to meet current best practices. Therefore, staff is not opposed to the required minimum clearance proposed.

### ***Distance from Residential Properties***

In addition to meeting the required minimum setbacks, the proposed solar farm transformer will be 790 feet south from the property line of the nearest unincorporated residence located on Beecher Road. Further, the overall solar farm project area is approximately 2,280 feet from the nearest residentially platted Yorkville property in the Whispering Meadows subdivision.

### ***Glare***

Per Section 10-19-7-E of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the panels are to be placed such that the concentrated solar radiation or glare does is not directed onto nearby properties or roadways. The panels shall be placed to face east and rotate west to follow the path of the sun to collect the most sunlight throughout the day.

The petitioner has provided a Forgesolar Glare Analysis of four (4) observation points where glare could potentially be seen emitting from the PV arrays as either "green glare" or "yellow glare". Green glare is defined as a glare with low potential to cause an after image (flash blindness) when observed prior to a typical blink response time. While yellow glare is a glare with a higher potential to cause an after image when observed prior to a typical blink response. According to the analysis summary, none of the four (4) observation points produced a yellow or green glare at any time during the day light hours.

Additionally, the petitioner also states one (1) motion-sensor security light will be provided at each of the two (2) transformer areas. The proposed light standard will be between 7 feet – 9 feet in overall height. Staff defers to the City Engineer, who recommends a photometric plan will need to be provided as part of the final engineering plans.

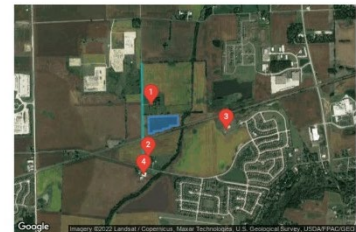
### ***Fencing***

The petitioner has proposed a seven (7) foot security galvanized chain link fence to surround the perimeter of the solar farm. As stated in Section 10-17-2-G, Fence Regulations for Industrial Districts of the Zoning Ordinance, states that a fence may be a maximum of eight (8) feet in height. This section of the code also states that chain link is a permitted material. The fencing will include a gated main entry with a total of ten (10) 4-foot gates and one (1) 20-foot gate for vehicle access. Per feedback from the EDC, **staff recommends chain link slats be installed on the portion of the fence facing Beecher Road, and a Knox box with keys provided to the City's building department and Bristol Kendall Fire District (BKFD).** The petitioner has agreed to these recommendations.

### **FORGESOLAR GLARE ANALYSIS**

Project: Beecher Rd - Kendall IL  
Proposed 5 MW Ground Mounted Solar Farm east of Beecher Road in Yorkville, IL.  
Site configuration: Initial

Created 20 Dec, 2022  
Updated 21 Dec, 2022  
Time-step 1 minute  
Timezone offset UTC -6  
Site ID 81519.14412  
Category 1 MW to 5 MW  
DNI peaks at 1,000.0 W/m<sup>2</sup>  
Ocular transmission coefficient 0.5  
Pupil diameter 0.002 m  
Eye focal length 0.017 m  
Sun subtended angle 9.3 mrad  
Methodology V2



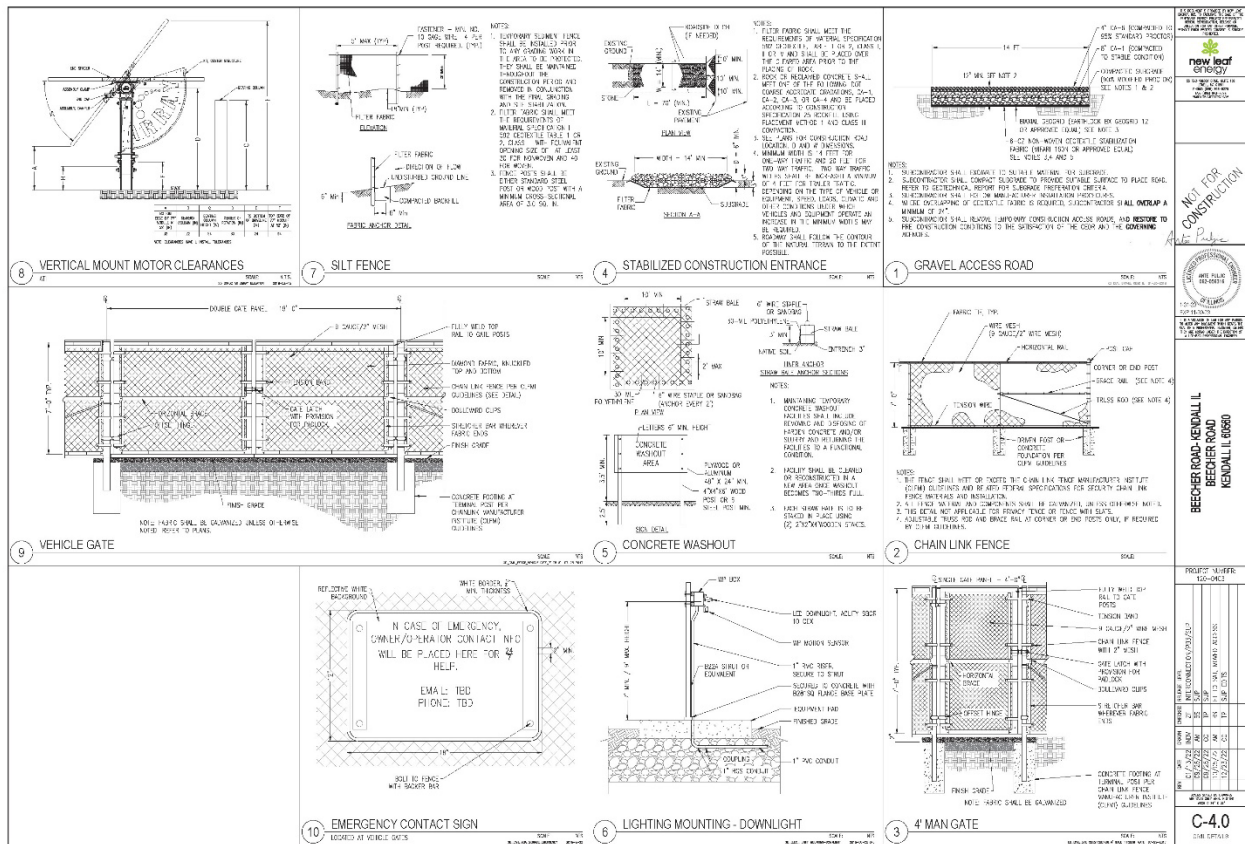
### **Summary of Results** No glare predicted

PV Array	Tilt °	Orient °	Annual Green Glare		Annual Yellow Glare		Energy kWh
			min	hr	min	hr	
PV Arrays	SA tracking	SA tracking	0	0.0	0	0.0	-

Total annual glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Route 1	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0





## Noise

Per the petitioner's project summary, the transformer is the greatest source of noise on the property. As proposed, the transformer is approximately 790 feet south of the nearest residence located on Beecher Road. At 500 feet, the noise generated by each transformer is 21 decibels. Noise levels measured at the property line will not exceed fifty (50) decibels.

## Accessory Use

Section 10-19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. The proposed solar farm will be accessory to the existing agricultural/farming land use, as only portion of the overall land is proposed for the community solar farm use (approx. 18.44 acres of 48 acres or 38%).

## Signage

Section 10-19-4-F states that no commercial signage or attention getting device is permitted on any alternative energy system, but one (1) sign shall be permitted to indicate emergency contact information of the property owner or operator not to exceed two (2) square feet in area. The petitioner has resubmitted plans that now indicates contact information signage will be located on the solar farm's fence (refer to fence detail located on image above).

## Utilities and Electric Service Provider

The proposed community solar farm will not require public utilities such as water or sanitary sewer. The routing of the electrical infrastructure required to connect to the ComEd system appears to include an overhead wire connection near the entrance of Beecher Road.

Section 10-19-4-G states that evidence that the electric utility service provider that serves the proposed site has been notified of the owner's intent to install an interconnected customer owned electricity generator. The petitioner has provided a copy of an Interconnection Agreement, as prepared by ComEd dated 06/07/2022.

### ***Access Road/Beecher Road Improvements***

The proposed site access is via a new 20-ft. wide gravel driveway proposed off Beecher Road. The path provides access to the equipment, however, no formal parking stalls are provided, as no buildings, employees are planned on the site except for the occasional mowing or maintenance visits, about 3-4 times per year. Gravel roads are not permitted for vehicle travel or parking; however, staff notes the driveway will have the top 4" CA-6 compacted and the next 8" CA-1 compacted with a compacted subgrade. Staff feels this is sufficient based upon the limited amount of vehicular traffic and restricted access to the site.

With regards to the adjacent roadway to the parcel, Beecher Road, the City will require 40 feet of right-of-way dedicated by the property owner. This is in addition to a 15-foot public utility easement along Beecher Road frontage and a 30-foot permanent utility easement along the railroad for a planned sanitary sewer along this route. Per the City Engineer's review comments, improvements to Beecher Road may be required since it is currently not constructed to City standards.

The petitioner is requesting relief from this requirement due to the limited traffic impact the solar farm development will have on the roadway. Therefore, staff recommends the petitioner makes the required improvements to Beecher Road or make a proportionate payment in lieu of construction to the City based upon the City Engineer's approved probable estimate of construction cost to be escrowed and used for future Beecher Road improvements.

### ***Landscape Plan***

While perimeter landscaping is not required for solar farm uses, the petitioner indicates landscaping material (trees along eastern and southern boundaries) on the site plan. The petitioner does note in the project narrative that "post-construction site area will be seeded with a low-mow seed mix and a weed/grass control plan." Staff recommends a landscape plan be submitted as part of the final engineering submittal, per comments from the City Engineer.

### ***Abandoned Systems***

In the Zoning Ordinance, Section 10-19-4-E states all alternative energy systems inactive or inoperable for a period of 12 continuous months shall be deemed abandoned and the owner is required to repair or remove the system from the property at the owner's expense within 90 days of notice from the City. To ensure compliance, the petitioner has provided a decommission plan and construction estimate of \$283,078.11 at year 25 with a 2% annual inflation rate. The City Engineer has reviewed the estimate and recommends the annual inflation rate be increased to 3%. Therefore, staff recommends a security guarantee in this amount and in a form acceptable to the City Engineer with an inflation rate of 3% as a condition of the Special Use approval. The petitioner has agreed to this increased rate.

In addition to the security guarantee, staff also recommends a blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code, as a condition of the Special Use approval. The petitioner is aware of these conditions which will be a part of their special use authorization.

### **ENGINEERING COMMENTS:**

Please refer to the attached comments prepared by Engineering Enterprises Inc. (EEI) dated November 29, 2022. The work items listed in the review letter will become conditions for the Special Use and a requirement for issuance of a building permit.

### **SPECIAL USE STANDARDS:**

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

1. The establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.
2. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.
3. The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
4. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.
6. The proposed special use is not contrary to the objectives of the official comprehensive plan of the City as amended.

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

1. The city council shall determine that the application has met all of the general requirements of this chapter.
2. The proposed energy system shall further the intent of this chapter and provide renewable energy to the property on which it is proposed.
3. The proposed alternative energy system is located in such a manner as to minimize intrusions on adjacent residential uses through siting on the lot, selection of appropriate equipment, and other applicable means.
4. The establishment for the proposed alternative energy system will not prevent the normal and orderly use, development, or improvement of the adjacent property for uses permitted in the district.

**The applicant has provided written responses to these special use standards as part of their application and requests inclusion of those responses into the public record during the public hearing at the Planning and Zoning Commission meeting.**

#### **STAFF COMMENTS & RECOMMENDATIONS:**

Staff recommends the following conditions to the special use:

1. A photometric plan will need to be provided as part of the final engineering plans.
2. Chain link slats be installed on the portion of the fence facing Beecher Road.
3. A Knox box with keys provided to the City's building department and Bristol Kendall Fire District (BKFD).
4. The petitioner makes the required improvements to Beecher Road or make a proportionate payment in lieu of construction to the City based upon the City Engineer's approved probable estimate of construction cost to be escrowed and used for future Beecher Road improvements.
5. A landscape plan be submitted as part of the final engineering submittal, per comments from the City Engineer.

6. A security guarantee in the amount of \$283,078.11 at year 25 with a 3% annual inflation rate and in a form acceptable to the City Engineer.
7. A blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code, as a condition of the Special Use approval.

**Proposed Motions:**

**REZONING**

*In consideration of testimony presented during a Public Hearing on February 8, 2023 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for rezoning from R-1 Single-Family Residential to A-1 Agricultural District for the purpose of constructing a freestanding solar energy system, or solar farm, contingent upon approval of annexation by the City Council, for a property generally located north and south of the Burlington Northern Santa Fe railroad line, east of Beecher Road, subject to {insert any additional conditions of the Planning and Zoning Commission}...*

**SPECIAL USE**

*In consideration of testimony presented during a Public Hearing on February 8, 2023 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for Special Use authorization to construct a freestanding solar energy system, or solar farm, contingent upon approval of annexation by the City Council, for a property generally located north and south of the Burlington Northern Santa Fe railroad line, east of Beecher Road, subject to staff recommendations in a memo dated February 1, 2023 and further subject to... {insert any additional conditions of the Planning and Zoning Commission}...*

**ATTACHMENTS:**

1. Rezoning Application
2. Special Use Application
3. New Leaf Energy Project Narrative with Attachments
4. Plan Council Packet (12-08-2022)
5. EEI Review Letter dated 1-10-23
6. Public Hearing Notification





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# APPLICATION FOR REZONING

## INTENT AND PURPOSE

Rezoning is a type of map amendment which allows for the reclassification of a property's zoning district. A request for rezoning must not be arbitrary. There are several land use factors which are considered during the review process for a rezoning request including the suitability of surrounding land uses and zoning districts, local development trends, potential traffic impacts, and the overall public health and safety of the community.

This packet explains the process to successfully submit and complete an Application for Rezoning. It includes a detailed description of the process, outlines required submittal materials, and contains the application for rezoning.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 7: Amendments" of the Yorkville, Illinois City Code.

## APPLICATION PROCEDURE

### STEP

# 1

### APPLICATION SUBMITTAL

#### SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- ☐ One (1) original signed and notarized application.
- ☐ Legal description of the property in Microsoft Word.
- ☐ Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- ☐ Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- ☐ Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- ☐ One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

### STEP

# 2

### PLAN COUNCIL

#### MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

The petitioner must present the proposed request to the Plan Council. 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. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.



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Website: [www.yorkville.il.us](http://www.yorkville.il.us)

# APPLICATION FOR REZONING

## STEP 3

### ECONOMIC DEVELOPMENT COMMITTEE

#### MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

## STEP 4

### PLANNING & ZONING COMMISSION

#### MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No rezoning request shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance.

The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing.

A certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document.

## STEP 5

### CITY COUNCIL

#### MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the recommendation of the special use will be considered. City Council will make the final approval of the special use. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

## SUMMARY OF RESPONSIBILITIES

Below is a summary breakdown of what will be required by the petitioner and what will be completed by the City:

### PETITIONER

- ☐ Signed and Notarized Application
- ☐ Required Plans, Exhibits, and Fees
- ☐ Certified Mailing of Public Notice
- ☐ Signed Certified Affidavit of Mailings
- ☐ Attendance at All Meetings

### CITY STAFF

- ☐ Detailed Schedule After Complete Submission
- ☐ Public Hearing Notice Language
- ☐ Posting of the Public Notice in a Local Newspaper
- ☐ Public Hearing Sign Application
- ☐ Draft Ordinance & Signatures for Recording



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Website: [www.yorkville.il.us](http://www.yorkville.il.us)

# APPLICATION FOR REZONING

## SAMPLE MEETING SCHEDULE

MONTH 1							MONTH 2							MONTH 3							MONTH 4						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7			1	2	3	4	5						1	2							
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
Plan Council Meeting							Economic Development Committee							Planning & Zoning Commission Public Hearing							City Council						

Meeting Date

Updated Materials Submitted for Meeting

Public Notice Mailing Window

This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

## DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the submission requirements. 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 planning and zoning commission review within six (6) months from the date of that request.
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If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

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



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# APPLICATION FOR REZONING

INVOICE & WORKSHEET PETITION APPLICATION			
<b>CONCEPT PLAN REVIEW</b>	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
<b>ANNEXATION</b>	<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: \$
<b>REZONING</b>	<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: \$
<b>SPECIAL USE</b>	<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: \$
<b>ZONING VARIANCE</b>	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>FINAL PLAT FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<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	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$
<b>OUTSIDE CONSULTANTS DEPOSIT</b>	<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: \$
<b>TOTAL AMOUNT DUE:</b>			

[illegible]



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# APPLICATION FOR REZONING

## 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".

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



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# APPLICATION FOR REZONING

## REZONING STANDARDS

PLEASE STATE THE EXISTING ZONING CLASSIFICATION(S) AND USES OF THE PROPERTY WITHIN THE GENERAL AREA OF THE PROPOSED REZONED PROPERTY:

PLEASE STATE THE TREND OF DEVELOPMENT, IF ANY, IN THE GENERAL AREA OF THE PROPERTY IN QUESTION, INCLUDING CHANGES, IF ANY, WHICH HAVE TAKEN PLACE SINCE THE DAY THE PROPERTY IN QUESTION WAS PLACED IN ITS PRESENT ZONING CLASSIFICATION:

PLEASE STATE THE EXTENT TO WHICH PROPERTY VALUES ARE DIMINISHED BY THE PARTICULAR ZONING RESTRICTIONS:

PLEASE STATE THE EXTENT TO WHICH THE DESTRUCTION OF PROPERTY VALUES OF PETITIONER PROMOTES THE HEALTH, SAFETY, MORALS, AND GENERAL WELFARE OF THE PUBLIC:



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# APPLICATION FOR REZONING

## REZONING STANDARDS

PLEASE STATE THE LENGTH OF TIME THE PROPERTY HAS BEEN VACANT AS ZONED CONSIDERED IN THE CONTEXT OF LAND DEVELOPMENT IN THE AREA IN THE VICINITY OF THE SUBJECT PROPERTY:

PLEASE STATE THE COMMUNITY NEED FOR THE PROPOSED LAND USE:

WITH RESPECT TO THE SUBJECT PROPERTY, PLEASE STATE THE CARE WITH WHICH THE COMMUNITY HAS UNDERTAKEN TO PLAN ITS LAND USE DEVELOPMENT:

PLEASE STATE THE IMPACT THAT SUCH RECLASSIFICATION WILL HAVE UPON TRAFFIC AND TRAFFIC CONDITIONS ON SAID ROUTES; THE EFFECT, IF ANY, SUCH RECLASSIFICATION AND/OR ANNEXATION WOULD HAVE UPON EXISTING ACCESSES TO SAID ROUTES; AND THE IMPACT OF ADDITIONAL ACCESSES AS REQUESTED BY THE PETITIONER UPON TRAFFIC AND TRAFFIC CONDITIONS AND FLOW ON SAID ROUTES (ORD. 1976-43, 11-4-1976):



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# APPLICATION FOR REZONING

## REZONING STANDARDS

PLEASE STATE THE RELATIVE GAIN TO THE PUBLIC AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL PROPERTY OWNER:

The public will benefit from the availability of a new renewable power source. The owner will benefit from income generated by the lease of the property, that can support continued farming use on other lands.

PLEASE STATE THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE ZONED PURPOSES:

The project is located on the outskirts of the City of Yorkville, in a sparsely populated area. However, there are residential developments not far from the parcel. The use is an appropriate transition for the rural farming community to the more suburban character of other projects nearer to the City center.

## 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.

*C. Dean Smith*

PETITIONER SIGNATURE

11/11/22

DATE

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

*Robert M. Loftin*

OWNER SIGNATURE

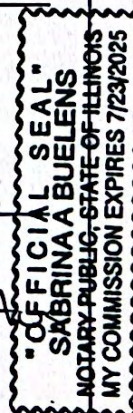
11-3-2022

DATE

**THIS APPLICATION MUST BE  
NOTARIZED PLEASE NOTARIZE HERE:**

Notarized for Robert M. Loftin

*Samantha Bauer* 11/3/2022

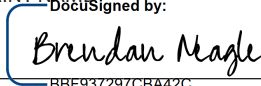






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# APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: Beecher Road, Yorkville, IL 60401	
<b>PETITIONER DEPOSIT ACCOUNT FUND:</b> 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 <b>INVOICE &amp; WORKSHEET PETITION APPLICATION</b> . 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.			
<b>ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY</b>			
NAME: Brendan Neagle		COMPANY: New Leaf Energy Inc.	
MAILING ADDRESS: 55 Technology Dr Suite #102			
CITY, STATE, ZIP: Lowell, MA, 01851		TELEPHONE: 978-513-2613	
EMAIL: bneagle@newleafenergy.com		FAX:	
<b>FINANCIALLY RESPONSIBLE PARTY:</b> 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.			
Brendan Neagle		EVP Project Finance	
PRINT NAME		TITLE	
DocuSigned by: 		11/10/2022	
SIGNATURE		DATE	
Beecher Solar 1, LLC By 1115 Solar Development, LLC, its sole member and manager <i>*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)</i>			
<b>INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS</b>			
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		

**CERTIFIED MAILING**  
**AFFIDAVIT**

To be provided later

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF KENDALL )

I/We, \_\_\_\_\_, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, \_\_\_\_\_, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Petitioner(s)

Subscribed and sworn to before me this


\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public



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# APPLICATION FOR PUBLIC HEARING SIGN

<b>PERMIT NUMBER:</b>		<b>DATE/TIME RECEIVED:</b>	
SITE ADDRESS:		PARCEL NUMBER: 02-18-400-005, 02-18-400-006, 02-17-300-002	
SUBDIVISION:		LOT/UNIT:	
<b>APPLICANT INFORMATION</b>			
NAME:		TELEPHONE: <input type="radio"/> HOME <input type="radio"/> BUSINESS	
ADDRESS:		E-MAIL: <input type="radio"/> HOME <input type="radio"/> BUSINESS	
CITY, STATE, ZIP:		FAX:	
<b>SIGN INFORMATION</b>			
DATE OF PICK UP:		NUMBER OF SIGNS:	
DATE OF PUBLIC HEARING:		SIGN RETURN DATE:	
<p>The undersigned hereby states that they have acquired Public Hearing Signs from the United City of Yorkville's Community Development Department and agrees to return said sign/s to Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois, immediately following the date of the public hearing.</p> <p>Petitioner or Representative agrees to pay to the United City of Yorkville a deposit of \$50 for each sign. The deposit will be returned to the petitioner when the public hearing sign/s have been returned to the City.</p> <p>Petitioner or Representative further agrees to pay to the United City of Yorkville the full amount of the purchase price for each sign not returned to the United City of Yorkville within seven (7) days after the date of the public hearing.</p> <div> _____ SIGNATURE/AUTHORIZED AGENT</div> <div>_____ DATE</div>			
DATE RETURNED: _____			
RECEIVED BY: _____		PZC# _____	



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# APPLICATION FOR SPECIAL USE

## INTENT AND PURPOSE

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

This packet explains the process to successfully submit and complete an Application for Special Use. It includes a detailed description of the process, outlines required submittal materials, and contains the application for special use.

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

## APPLICATION PROCEDURE

### STEP

# 1

#### APPLICATION SUBMITTAL

### SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- ☐ One (1) original signed and notarized application.
- ☐ Legal description of the property in Microsoft Word.
- ☐ Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- ☐ Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- ☐ Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- ☐ One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

### STEP

# 2

#### PLAN COUNCIL

### MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

The petitioner must present the proposed request to the Plan Council. 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. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.



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# APPLICATION FOR SPECIAL USE

## STEP 3

### ECONOMIC DEVELOPMENT COMMITTEE

#### MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

## STEP 4

### PLANNING & ZONING COMMISSION

#### MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No special use shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance.

The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing.

A certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document.

## STEP 5

### CITY COUNCIL

#### MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the recommendation of the special use will be considered. City Council will make the final approval of the special use. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

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# APPLICATION FOR SPECIAL USE

## SAMPLE MEETING SCHEDULE

**MONTH 1**

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Plan Council Meeting

**MONTH 2**

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Economic Development Committee

**MONTH 3**

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Planning & Zoning Commission  
Public Hearing

**MONTH 4**

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

City Council

Meeting Date

Updated Materials Submitted for Meeting

Public Notice Mailing Window

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INVOICE & WORKSHEET PETITION APPLICATION			
<b>CONCEPT PLAN REVIEW</b>	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
<b>ANNEXATION</b>	<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: \$
<b>REZONING</b>	<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: \$
<b>SPECIAL USE</b>	<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: \$
<b>ZONING VARIANCE</b>	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>FINAL PLAT FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<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	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$
<b>OUTSIDE CONSULTANTS DEPOSIT</b>	<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: \$
<b>TOTAL AMOUNT DUE:</b>			





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

# APPLICATION FOR SPECIAL USE

DATE:	PZC NUMBER:	DEVELOPMENT NAME:	
<b>PETITIONER INFORMATION</b>			
NAME:		COMPANY:	
MAILING ADDRESS:			
CITY, STATE, ZIP:		TELEPHONE: <input type="radio"/> BUSINESS <input type="radio"/> HOME	
EMAIL:		FAX:	
<b>PROPERTY INFORMATION</b>			
NAME OF HOLDER OF LEGAL TITLE:			
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:			
PROPERTY STREET ADDRESS:			
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:			
CURRENT ZONING CLASSIFICATION:		COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:	
REQUESTED SPECIAL USE:			
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>			
NORTH:			
EAST:			
SOUTH:			
WEST:			
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>			



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# APPLICATION FOR SPECIAL USE

## 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".

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



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# APPLICATION FOR SPECIAL USE

## SPECIAL USE STANDARDS

PLEASE STATE HOW THE ESTABLISHMENT, MAINTENANCE OR OPERATION OF THE SPECIAL USE WILL NOT BE UNREASONABLY DETRIMENTAL TO OR ENDANGER THE PUBLIC HEALTH, SAFETY, MORALS, COMFORT OR GENERAL WELFARE:

PLEASE STATE HOW THE SPECIAL USE WILL NOT BE INJURIOUS TO THE USE AND ENJOYMENT OF OTHER PROPERTY IN THE IMMEDIATE VICINITY FOR THE PURPOSE ALREADY PERMITTED, NOR SUBSTANTIALLY DIMINISH AND IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD:

PLEASE STATE HOW THE ESTABLISHMENT OF THE SPECIAL USE WILL NOT IMPEDE THE NORMAL AND ORDERLY DEVELOPMENT AND IMPROVEMENT OF SURROUNDING PROPERTY FOR USES PERMITTED IN THE DISTRICT:

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



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800 Game Farm Road  
Yorkville, Illinois, 60560  
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# APPLICATION FOR SPECIAL USE

## SPECIAL USE STANDARDS

PLEASE STATE HOW ADEQUATE MEASURES HAVE BEEN OR WILL BE TAKEN TO PROVIDE INGRESS OR EGRESS SO DESIGNED AS TO MINIMIZE TRAFFIC CONGESTION IN THE PUBLIC STREETS:

The proposed community solar farm has no on-site employees and will not add to neighborhood traffic.

PLEASE STATE HOW THE SPECIAL USE SHALL IN ALL OTHER RESPECTS CONFORM TO THE APPLICABLE REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED, EXCEPT AS SUCH REGULATIONS MAY IN EACH INSTANCE BE MODIFIED BY THE CITY COUNCIL PURSUANT TO THE RECOMMENDATIONS OF THE PLANNING AND ZONING COMMISSION:

Once constructed, the solar farm will fit well within the surrounding low-density agricultural uses, and the property will not be occupied more than 3-4 times during the year for maintenance visits.

## 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.

*C. Dean Smith*

PETITIONER SIGNATURE

*11/11/22*

DATE

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

*Robert M. Loftus*

OWNER SIGNATURE

*11-3-2022*

DATE

*Notarized for Robert M Loftus*

**THIS APPLICATION MUST BE  
NOTARIZED PLEASE NOTARIZE HERE:**

*Sabrina A. Buekens* *11/3/2022*

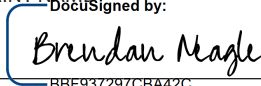






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Fax: 630-553-7575  
Website: www.yorkville.il.us

# APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: Beecher Road, Yorkville, IL 60401
<b>PETITIONER DEPOSIT ACCOUNT FUND:</b> 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 <b>INVOICE &amp; WORKSHEET PETITION APPLICATION</b> . 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.		
<b>ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY</b>		
NAME: Brendan Neagle		COMPANY: New Leaf Energy Inc.
MAILING ADDRESS: 55 Technology Dr Suite #102		
CITY, STATE, ZIP: Lowell, MA, 01851		TELEPHONE: 978-513-2613
EMAIL: bneagle@newleafenergy.com		FAX:
<b>FINANCIALLY RESPONSIBLE PARTY:</b> 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.		
Brendan Neagle		EVP Project Finance
PRINT NAME		TITLE
DocuSigned by: 		11/10/2022
SIGNATURE		DATE
Beecher Solar 1, LLC By 1115 Solar Development, LLC, its sole member and manager <i>*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)</i>		
<b>INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS</b>		
ENGINEERING DEPOSITS:		LEGAL DEPOSITS:
Up to one (1) acre	\$5,000	Less than two (2) acres
Over one (1) acre, but less than ten (10) acres	\$10,000	Over two (2) acres, but less than ten (10) acres
Over ten (10) acres, but less than forty (40) acres	\$15,000	Over ten (10) acres
Over forty (40) acres, but less than one hundred (100)	\$20,000	
In excess of one hundred (100.00) acres	\$25,000	

**CERTIFIED MAILING  
AFFIDAVIT**

To be provided later

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF KENDALL )

I/We, \_\_\_\_\_, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, \_\_\_\_\_, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Petitioner(s)

Subscribed and sworn to before me this


\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public



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 PUBLIC HEARING SIGN

<b>PERMIT NUMBER:</b>		<b>DATE/TIME RECEIVED:</b>	
SITE ADDRESS:		PARCEL NUMBER: 02-18-400-005, 02-18-400-006, 02-17-300-002	
SUBDIVISION:		LOT/UNIT:	
<b>APPLICANT INFORMATION</b>			
NAME:		TELEPHONE: <input type="radio"/> HOME <input type="radio"/> BUSINESS	
ADDRESS:		E-MAIL: <input type="radio"/> HOME <input type="radio"/> BUSINESS	
CITY, STATE, ZIP:		FAX:	
<b>SIGN INFORMATION</b>			
DATE OF PICK UP:		NUMBER OF SIGNS:	
DATE OF PUBLIC HEARING:		SIGN RETURN DATE:	
<p>The undersigned hereby states that they have acquired Public Hearing Signs from the United City of Yorkville's Community Development Department and agrees to return said sign/s to Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois, immediately following the date of the public hearing.</p> <p>Petitioner or Representative agrees to pay to the United City of Yorkville a deposit of \$50 for each sign. The deposit will be returned to the petitioner when the public hearing sign/s have been returned to the City.</p> <p>Petitioner or Representative further agrees to pay to the United City of Yorkville the full amount of the purchase price for each sign not returned to the United City of Yorkville within seven (7) days after the date of the public hearing.</p> <p></p> <p>SIGNATURE/AUTHORIZED AGENT _____ DATE _____</p>			
DATE RETURNED: _____			
RECEIVED BY: _____		PZC# _____	



DATE: February 1, 2023

TO: Krysti Barksdale-Noble  
Community Development  
**United City of Yorkville**  
800 Game Farm Road  
Yorkville, IL 60560

RE: Comment Response Letter  
Beecher Solar 1, LLC  
Proposed Ground-Mounted Solar Farm  
Beecher Road, Kendall County  
PIN# 02-18-400-005, 02-18-400-006,  
02-17-300-002

We offer the following information in response to the comments provided from Chief Operating Officer/President, Bradley P. Sanderson, dated January 10, 2023. Comments are in underlined text and responses are in **bold** text below. The updated responses for the urgent information are **highlighted** in yellow.

### City Engineer Comments:

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
  - IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
  - USACE Jurisdictional Determination of wetlands
  - Stormwater permit application in accordance with the Yorkville Storm Water Management Ordinance (Kendall Countywide Ordinance)

**NLE Response: Noted, all required local, state, and federal permits required for construction will be obtained.**

2. The following will need to be submitted with Final Engineer Plans:
  - a. Truck turning exhibits for delivery and emergency vehicles
  - b. Landscape plan
  - c. Photometric plan

**NLE Response: NLE will submit the following plans with Final Engineer Plans.**



3. There is a floodplain on the property associated with Rob Roy Creek that was identified in the Interim Hydrologic & Hydraulic Analysis of Rob Roy Creek, 2005. The property will have to be developed in accordance with the floodplain provisions of the City's stormwater ordinance.  
**NLE Response: NLE will develop the property in accordance with the floodplain provisions of the City's stormwater ordinance.**
4. Any impacts to the wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.  
**NLE Response: On site wetlands are limited to the area adjacent to Rob Roy Creek, which we have avoided. NLE will work with city staff to confirm our design in accordance with the United City of Yorkville's Wetland Protection Regulations.**
5. A plat of dedication document will need to be prepared.  
**NLE Response: NLE is working with the surveyor on completing the plat of dedication and plat of annexation. The documents will be provided when completed.**
6. Coordination with a planned sanitary sewer along the railroad route will be required.  
**NLE Response: NLE will coordinate for the planned sanitary sewer along the railroad route.**
7. Additional stormwater calculations based on maximum allowable release rate will be required.  
**NLE Response: Stormwater modeling is underway. The stormwater modeling results and report will be provided at a later date.**
8. Improvements to Beecher Road may be required. Beecher Road is currently not constructed to City standards.  
**NLE Response: Potential Beecher Road improvements are under consideration. NLE is currently investigating the existing conditions of Beecher Road and evaluating costs associated with future improvements. The proposed project will be an unmanned facility with only very occasional visits for site maintenance (3-4 times per year). Financials for the project will not support extensive costs to support road improvements. The annexation of these parcels was requested by City and County staff and not a request from the project proponents. We expect to pursue a waiver of this requirement with the City Council.**
9. The inflation for the decommissioning estimate is shown at 2.0%. A higher value should be used.  
**NLE Response: NLE coordinated with the City Engineer on using 3.0% for the inflation rate. An updated Decommissioning estimate has been provided.**
10. Information on slats being installed in the fencing along Beecher Road has been requested during the Yorkville Economic Development Committee meeting on 1/3/2023.  
**NLE Response: NLE has updated the plans with callouts to confirm slats being installed in the fencing along Beecher Road.**



Thank you,

A handwritten signature in blue ink that reads "C. Dean Smith". The signature is fluid and cursive, with the first name "C." and last name "Smith" clearly legible.

C. Dean Smith, PE, Civil Engineering Lead

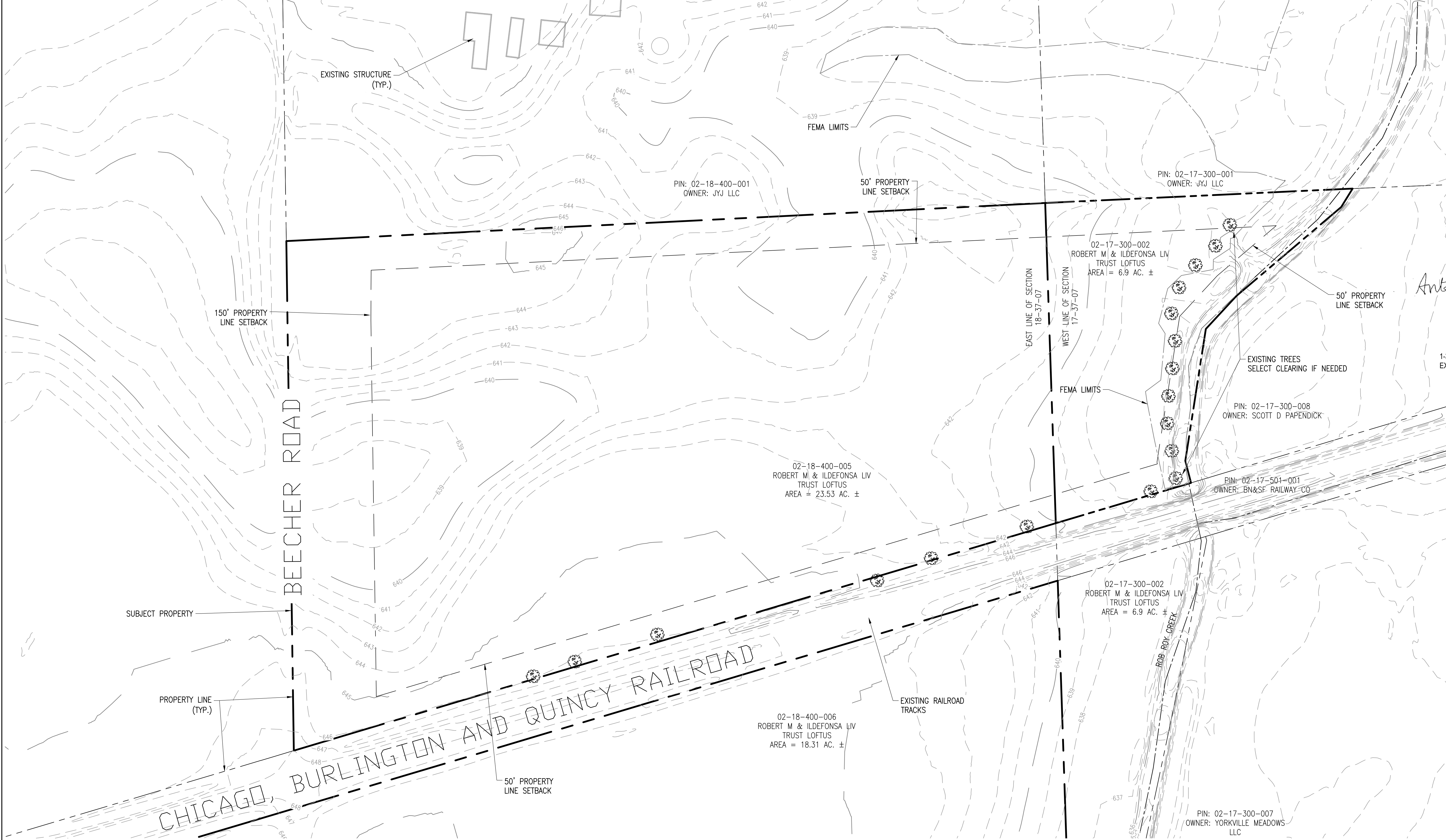


# SITE USE PERMIT SET

BEECHER ROAD, KENDALL IL 60560  
4.99 MWAC RATED SOLAR ELECTRIC SYSTEM

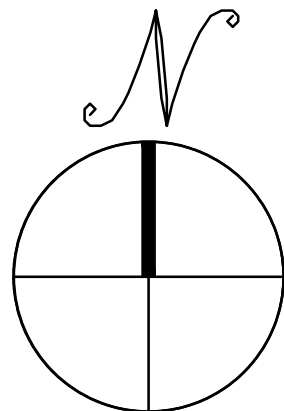
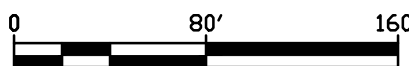
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# EXISTING CONDITIONS PLAN

SCALE: 1" = 80'



## LEGEND

- SUBJECT PARCEL PROPERTY LINE
- RIGHT-OF-WAY/STREET LINE
- ABUTTING PROPERTY LINE
- EXISTING EASEMENT LINE
- INDEX CONTOUR LINE
- INTERMEDIATE CONTOUR LINE
- WOODS/BRUSH LINE
- EDGE OF WATER/CENTERLINE OF DITCH
- OVERHEAD UTILITY LINE
- WETLAND DELINEATION SIGN
- UTILITY POLE (WITH GUY ANCHOR)
- HYDRANT
- WATER VALVE
- INDIVIDUAL TREE
- PROPERTY MARKERS

THIS DOCUMENT IS PROVIDED BY NEW LEAF ENERGY, INC. TO FACILITATE THE SALE OF THE RENEWABLE ENERGY PROJECT REPRESENTED HEREIN. REPRODUCTION, RELEASE OR UTILIZATION FOR ANY OTHER PURPOSE, WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.

**new leaf energy**

55 TECHNOLOGY DRIVE, SUITE 102  
OWELL, MA 01851  
PHONE: (978) 898-6273  
FAX: (978) 843-6778  
WWW.NEWLEAFENERGY.COM

NOT FOR CONSTRUCTION

*Ante Puljic*

**ANTO PULJIC**  
LICENSED PROFESSIONAL ENGINEER  
OF ILLINOIS  
062-056316  
1-31-23  
EXP 11-30-23

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER ANY DOCUMENT WHICH BEARS THE SEAL OF A PROFESSIONAL ENGINEER, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER.

BEECHER ROAD- KENDALL IL  
BEECHER ROAD  
KENDALL IL 60560

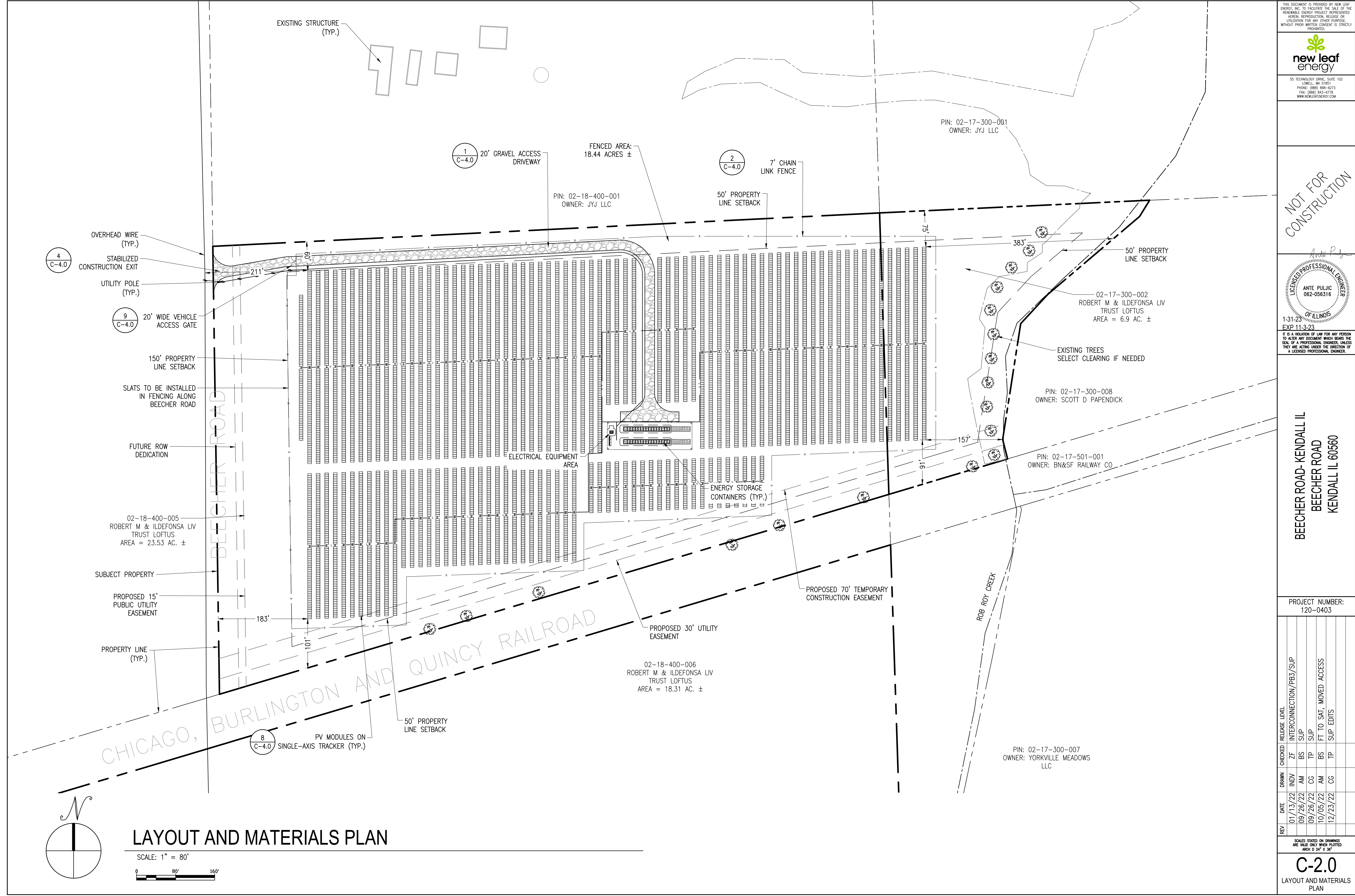
PROJECT NUMBER:  
120-0403

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL	
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	09/26/22	AM	BS	SUP	
	09/26/22	CG	TP	SUP	
	10/05/22	AM	BS	FT TO SAT, MOVED ACCESS	
	12/23/22	CG	TP	SUP EDITS	

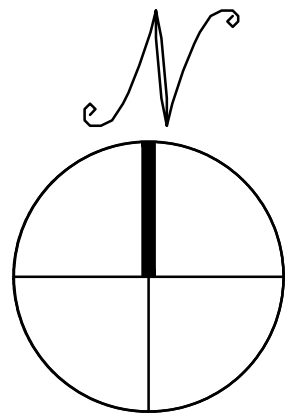
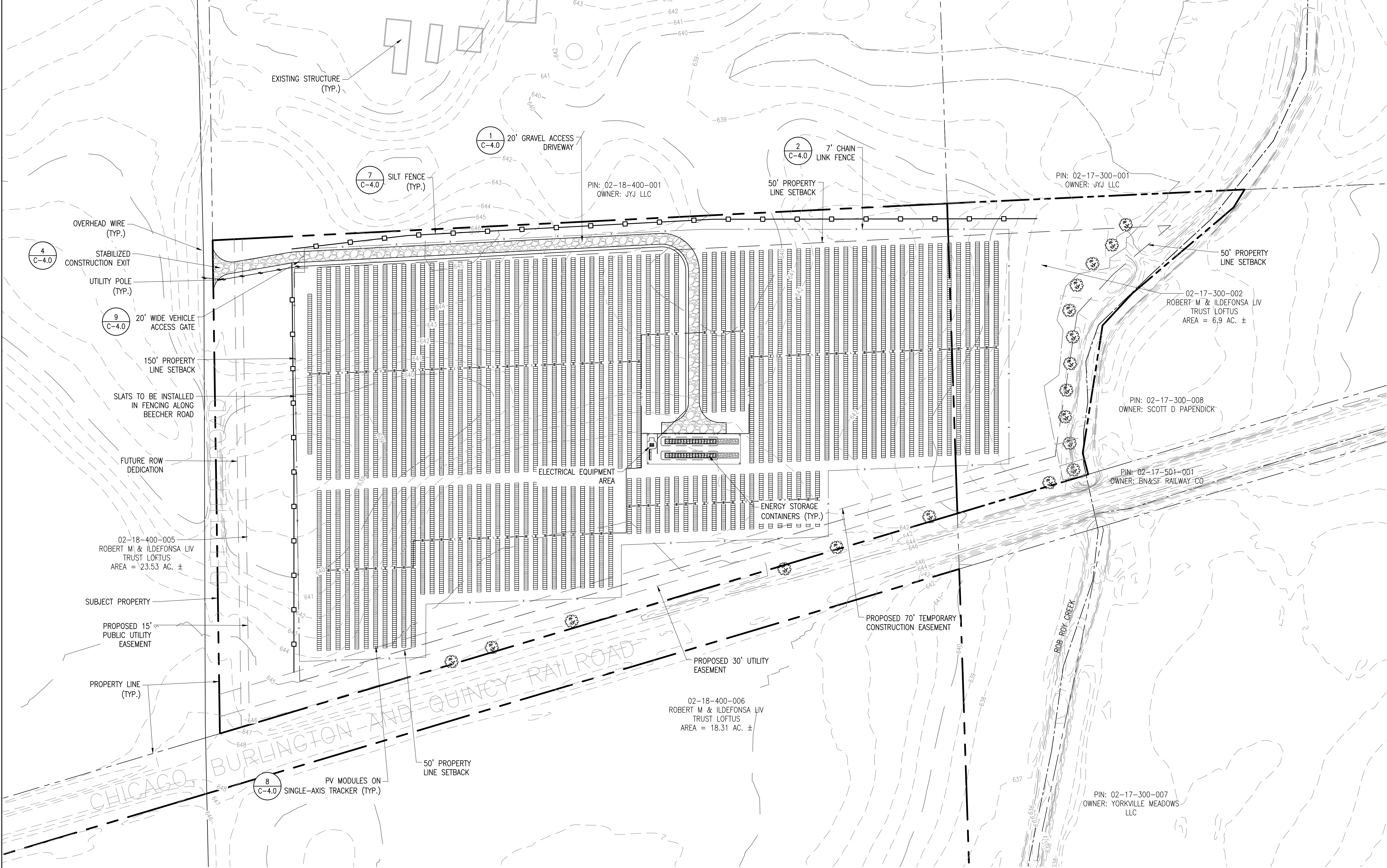
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ARE VALID ONLY WHEN PLOTTED  
ARCH D 24" X 36"

**C-1.0**  
EXISTING CONDITIONS PLAN



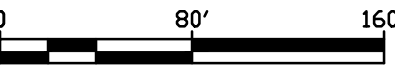






# GRADING AND EROSION CONTROL PLAN

SCALE: 1" = 80'



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**new leaf energy**

55 TECHNOLOGY DRIVE, SUITE 102  
OWELL, MA 01851  
PHONE: (988) 838-6273  
FAX: (988) 843-6778  
WWW.NEWLEAFENERGY.COM

NOT FOR CONSTRUCTION

*Ante Puljic*

REGISTERED PROFESSIONAL ENGINEER  
ANTE PULJIC  
062-056316  
STATE OF ILLINOIS  
1-31-23  
EXP 11-30-23

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BEECHER ROAD- KENDALL IL  
BEECHER ROAD  
KENDALL IL 60560

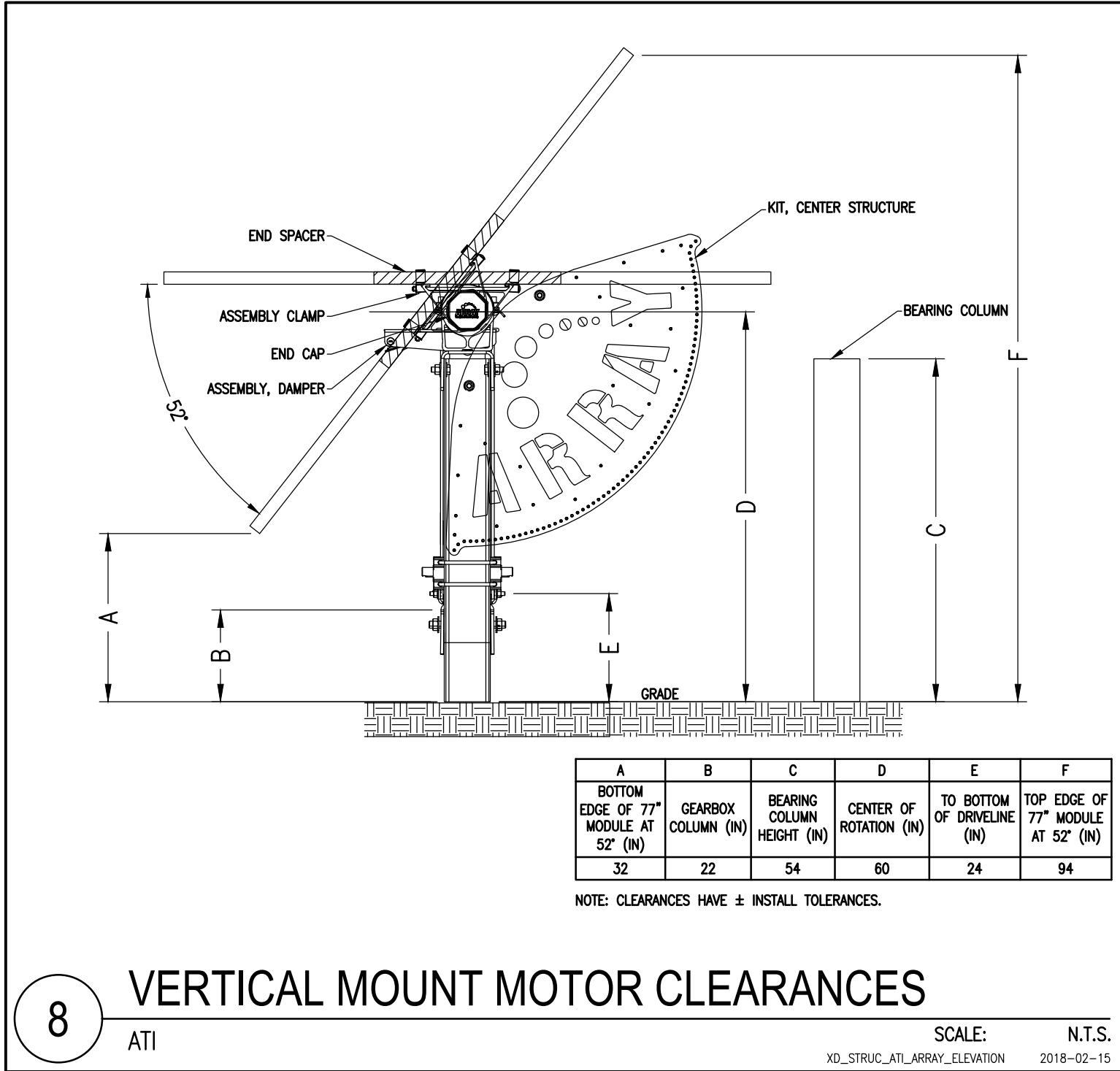
PROJECT NUMBER:  
120-0403

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
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	09/26/22	AM	BS	SUP
	09/26/22	CG	TP	SUP
	10/05/22	AM	BS	FT TO SAT, MOVED ACCESS
	12/23/22	CG	TP	SUP EDITS

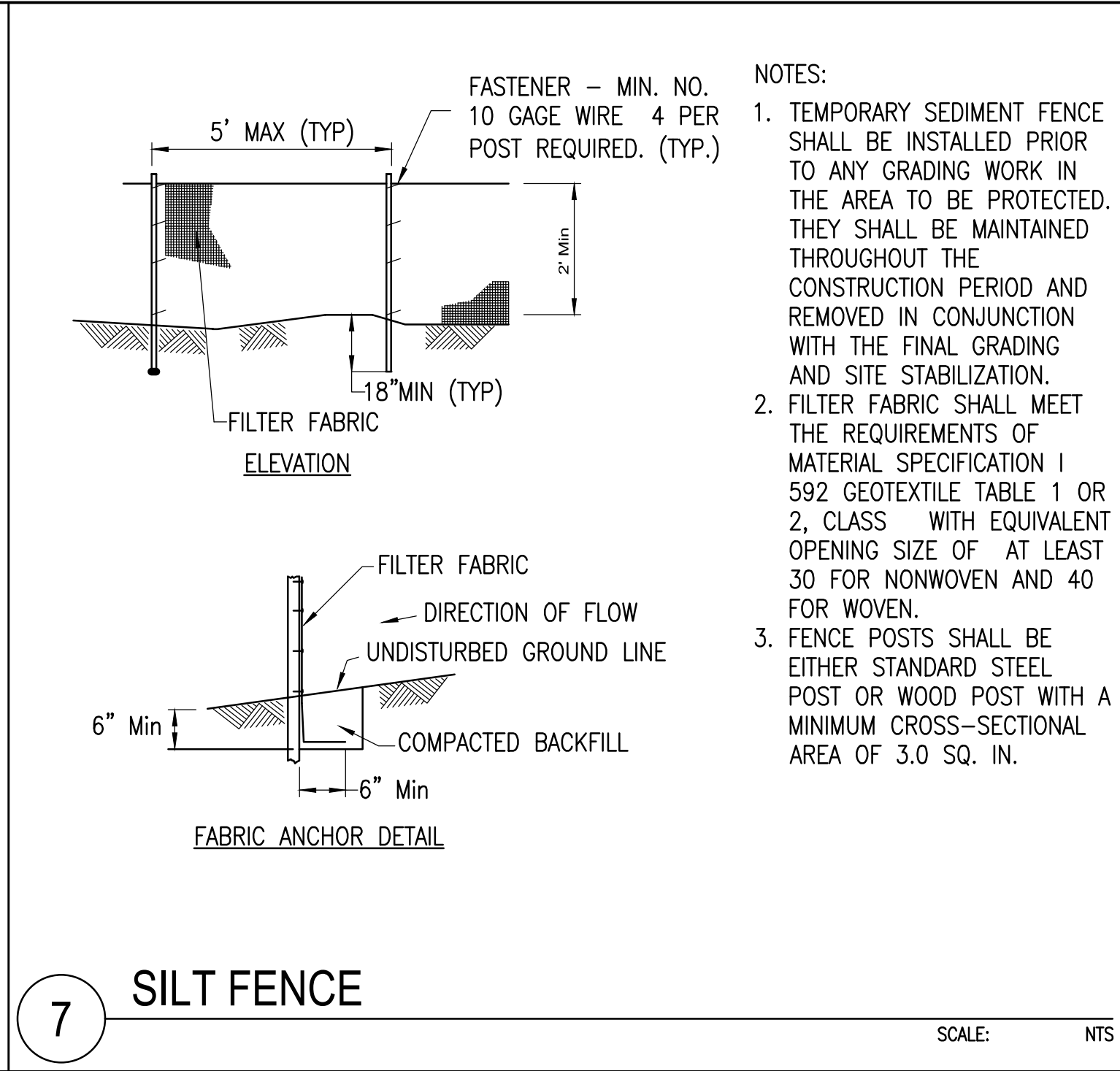
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**C-3.0**  
GRADING AND EROSION CONTROL PLAN

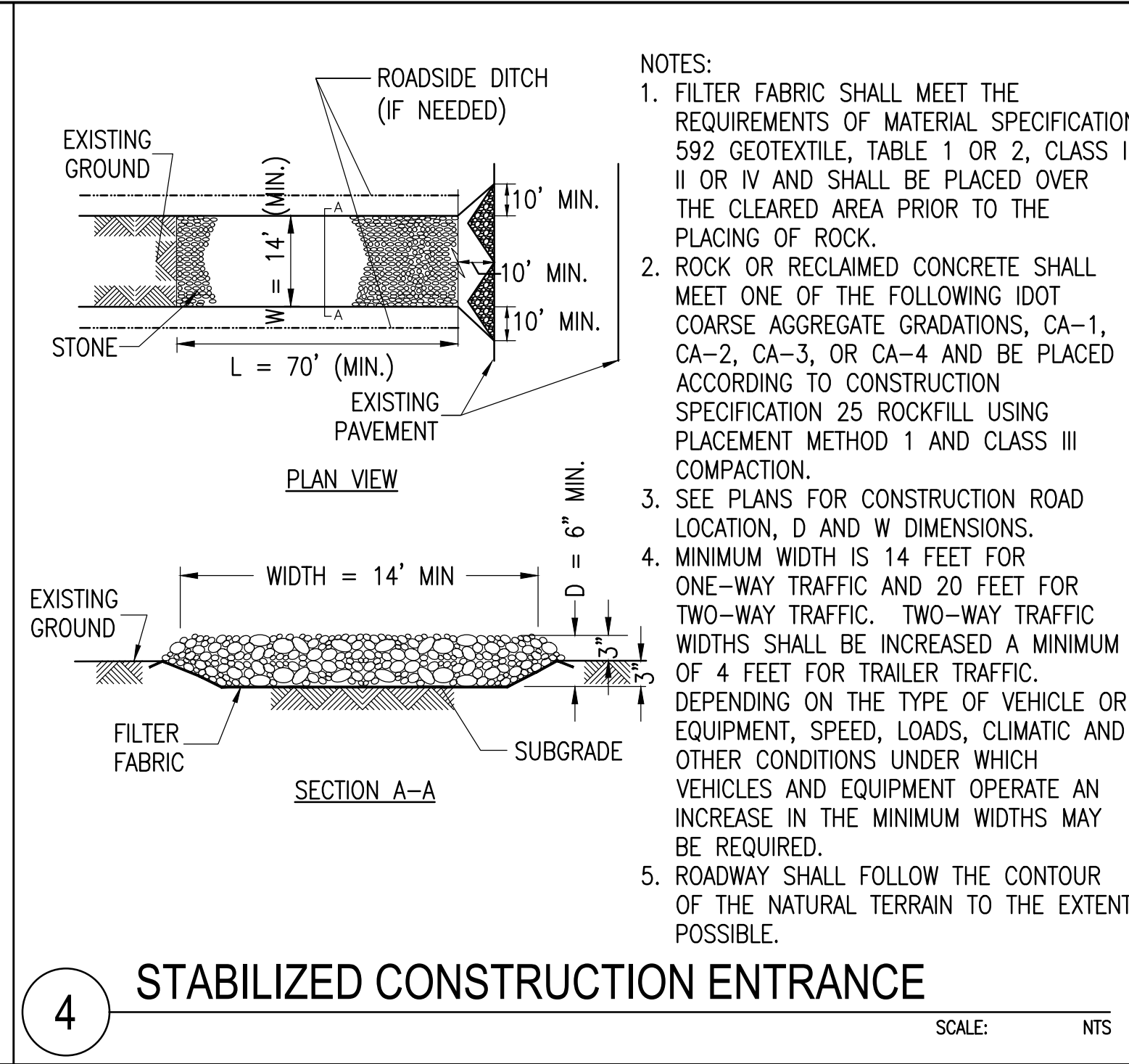




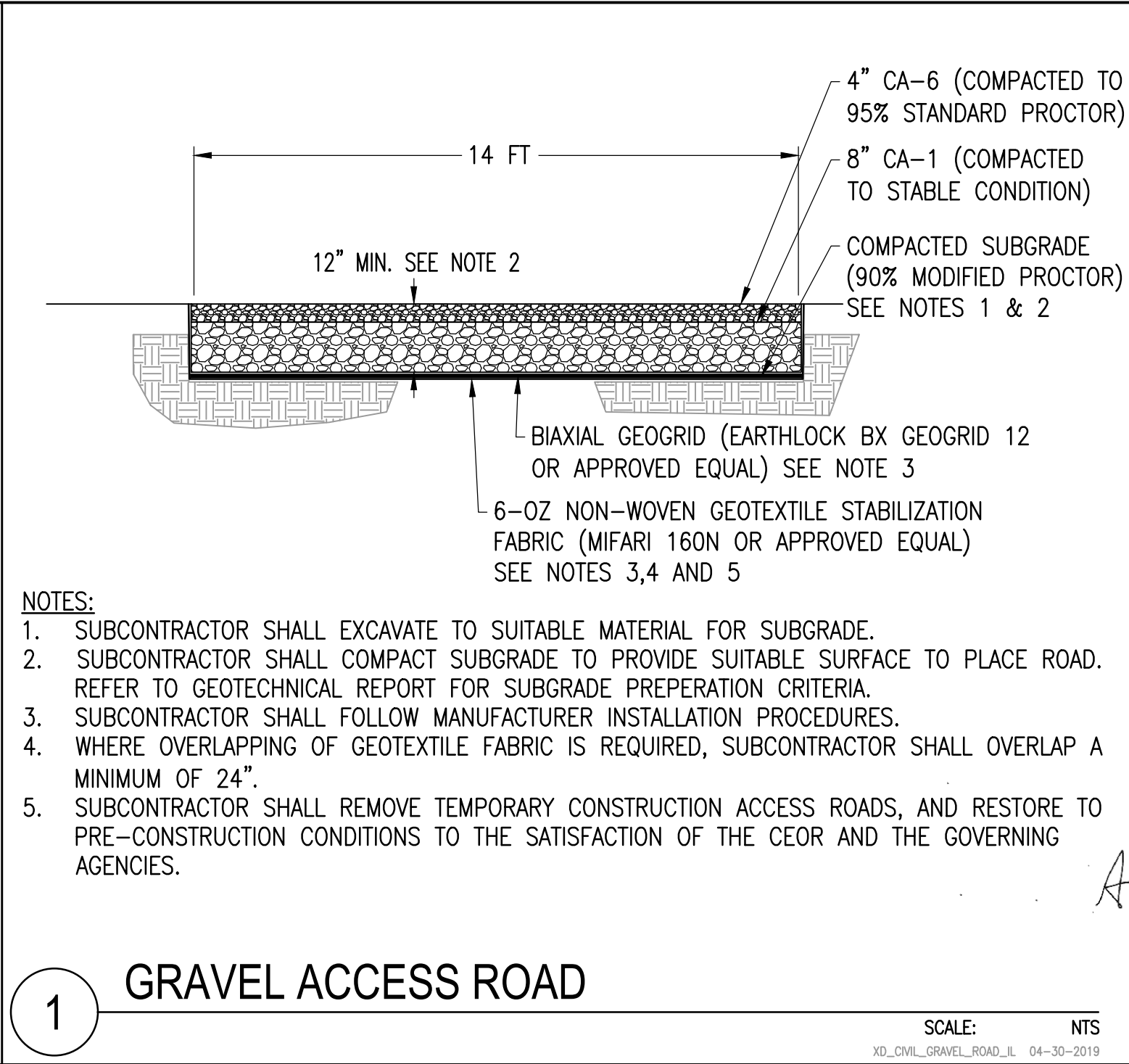
8 VERTICAL MOUNT MOTOR CLEARANCES  
SCALE: N.T.S.  
X0\_STRUC\_ATT\_ARRAY\_ELEVATION 2018-02-15



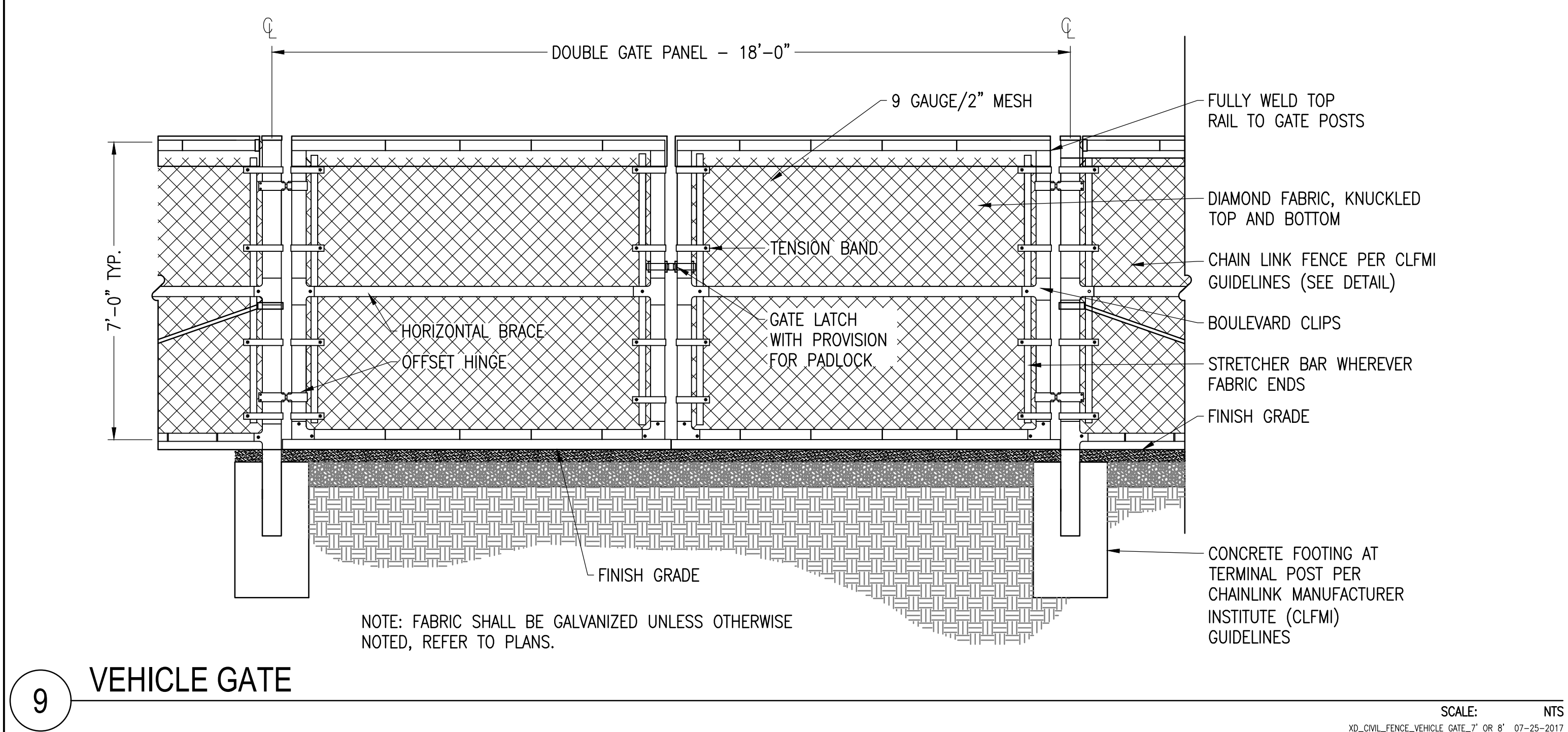
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SCALE: NTS



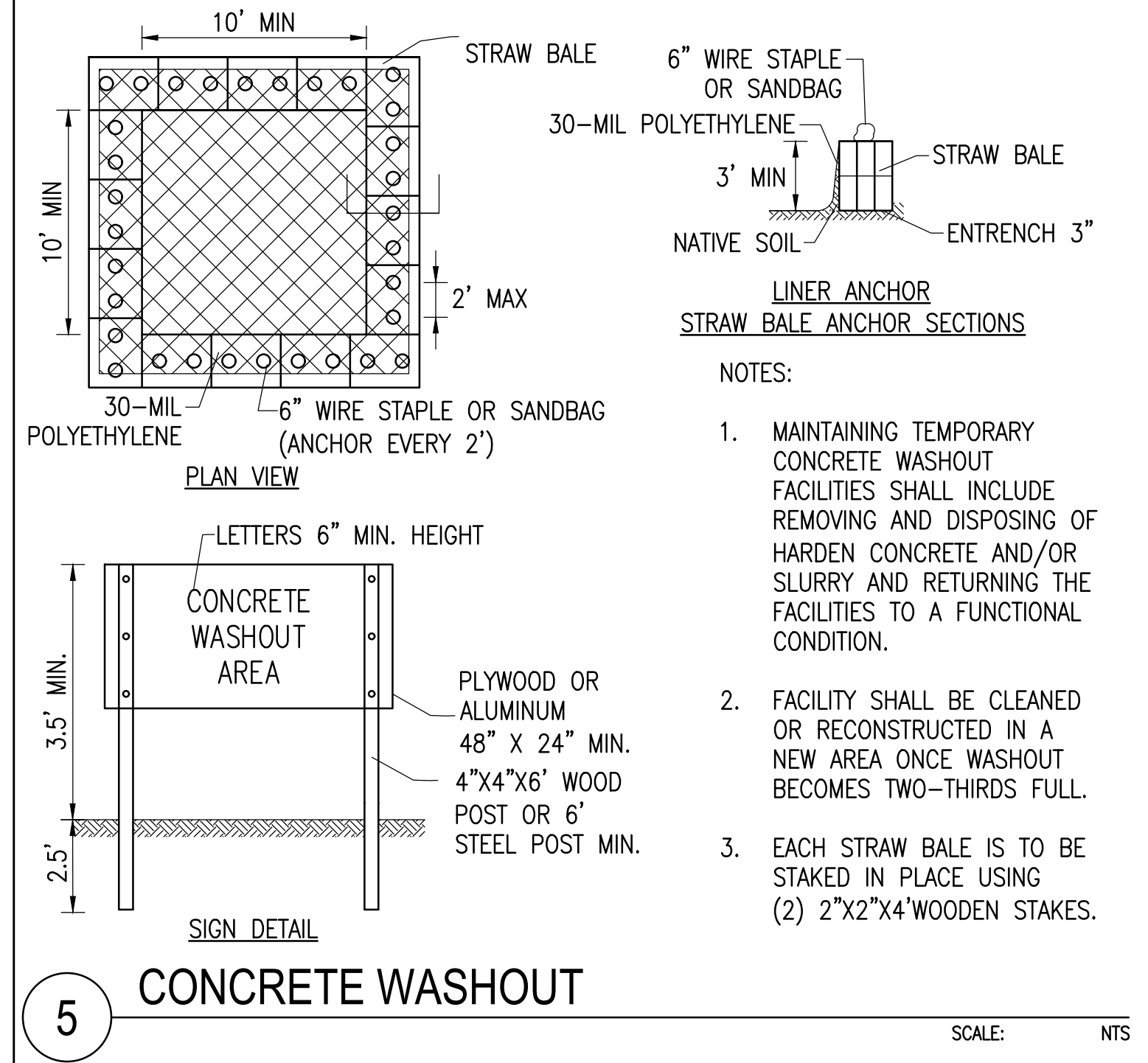
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SCALE: NTS



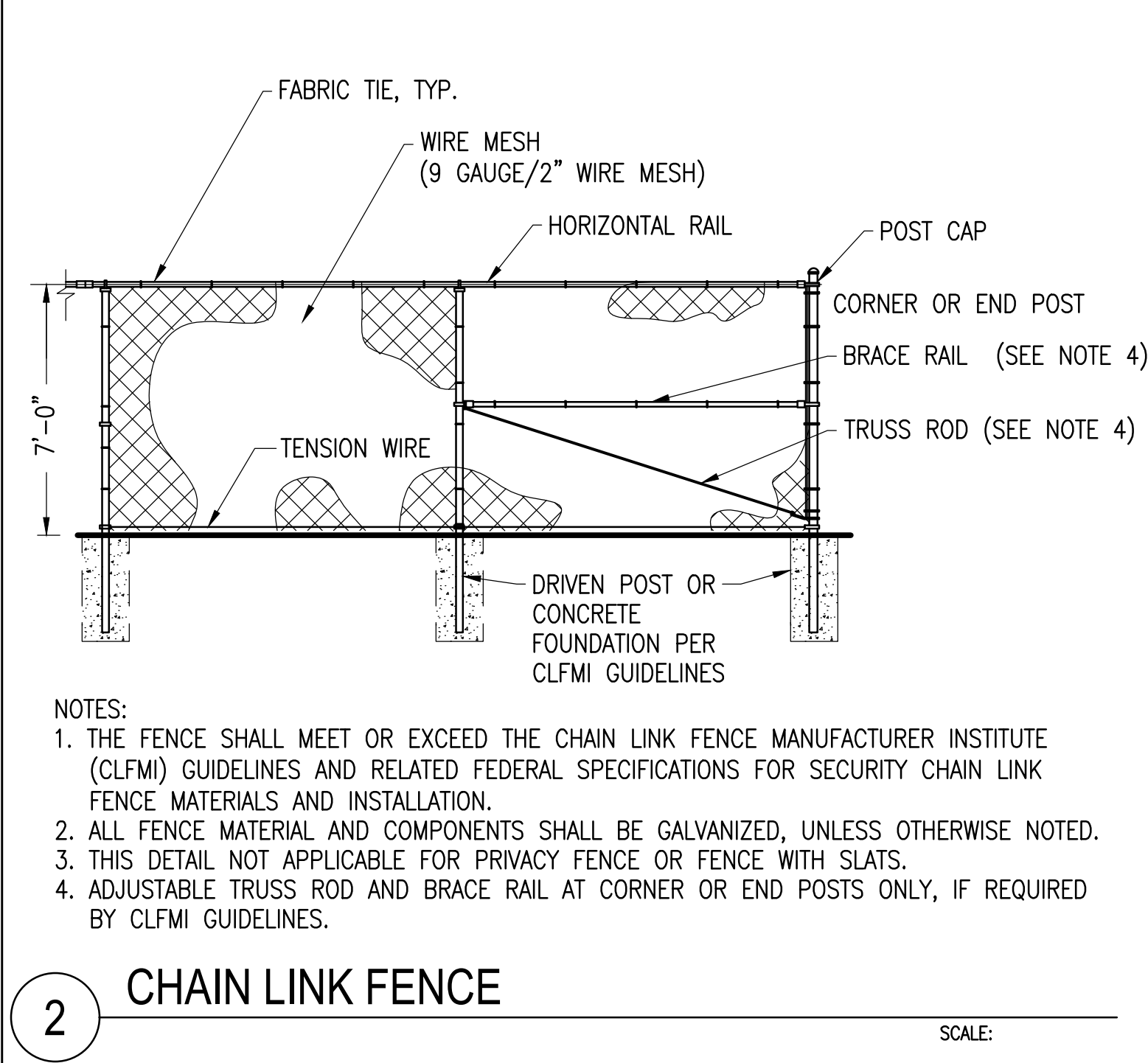
1 GRAVEL ACCESS ROAD  
SCALE: NTS  
X0\_CIVIL\_GRAVEL\_ROAD\_LL 04-30-2019



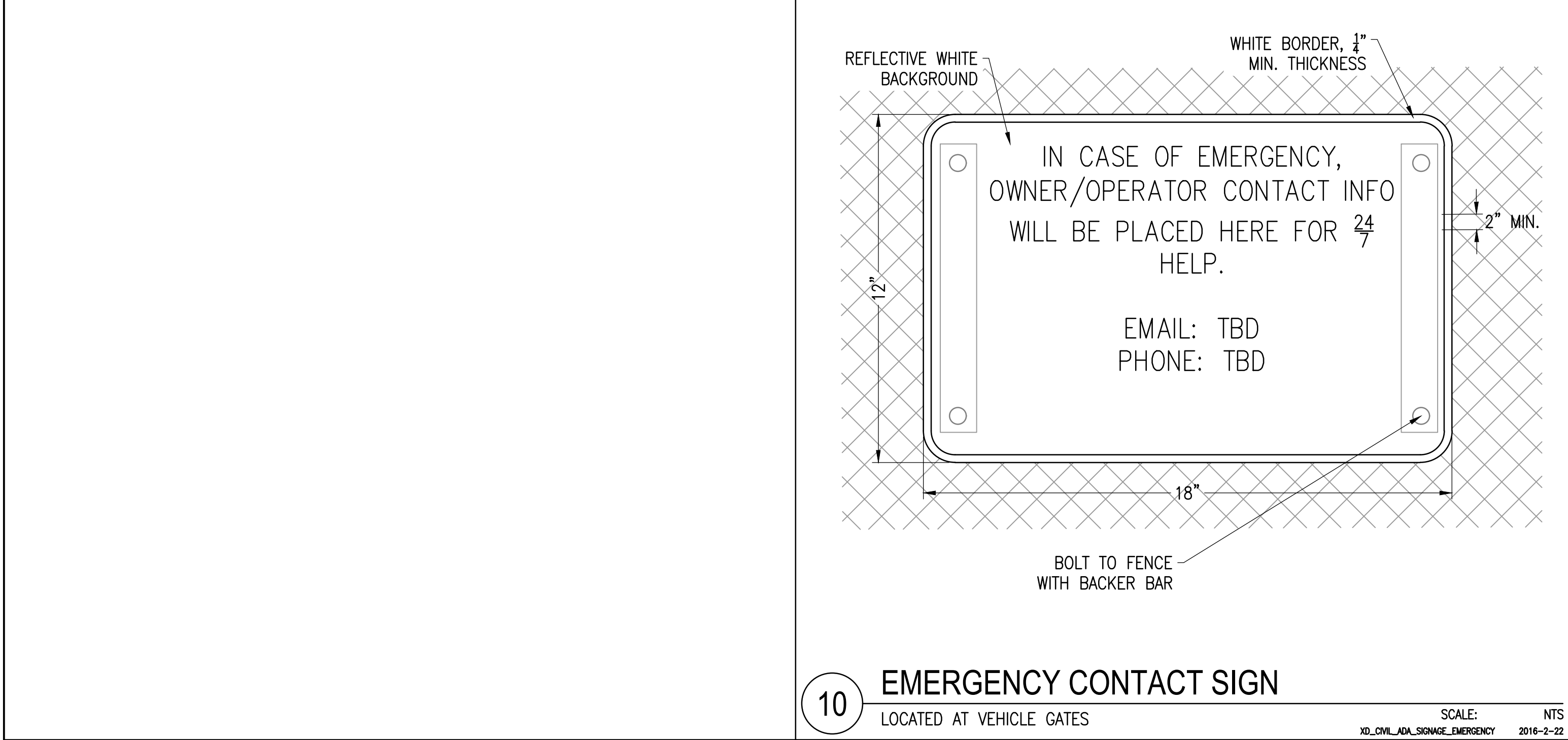
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X0\_CIVIL\_FENCE\_VEHICLE\_GATE\_7" OR 8" 07-25-2017



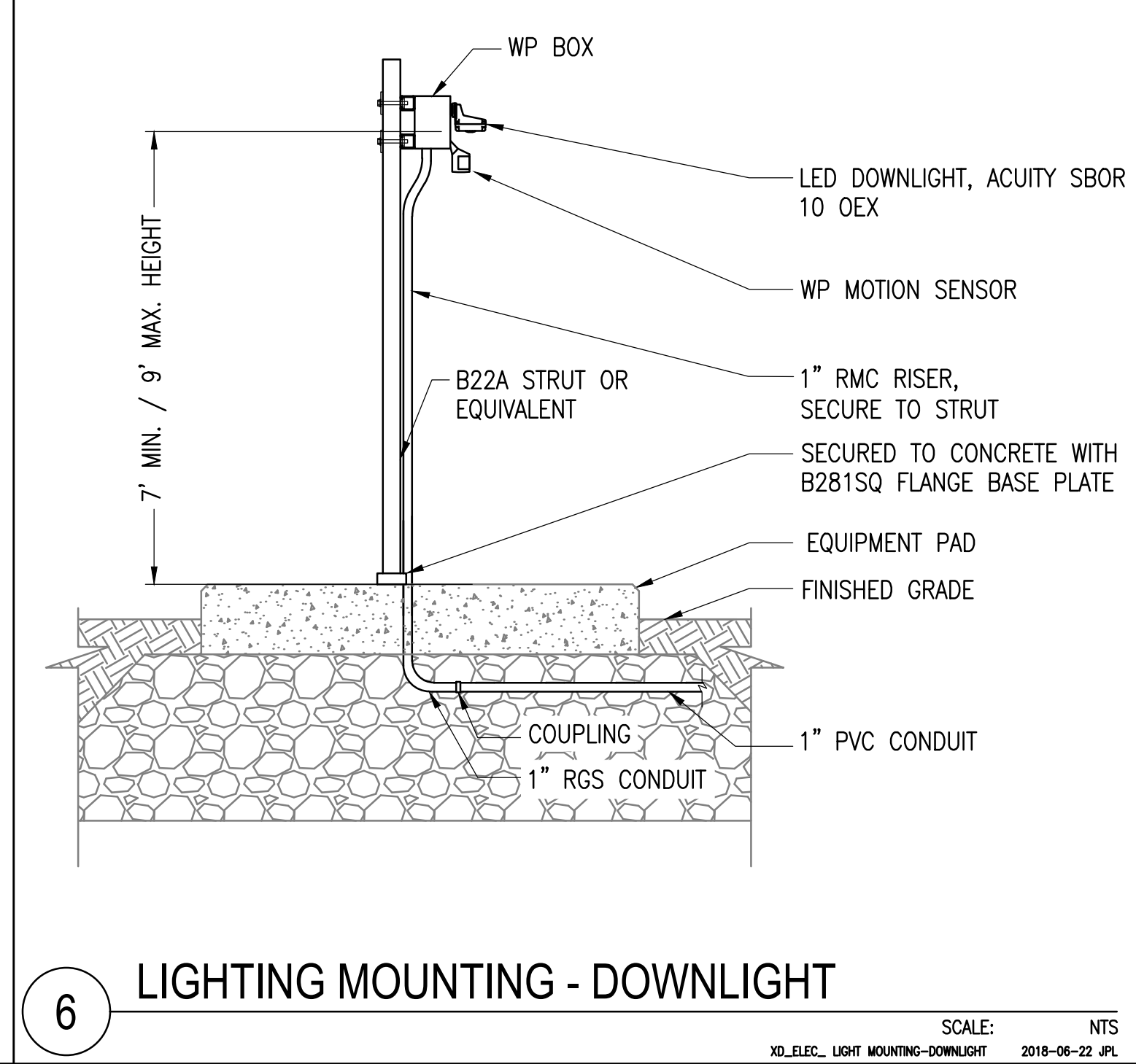
5 CONCRETE WASHOUT  
SCALE: NTS



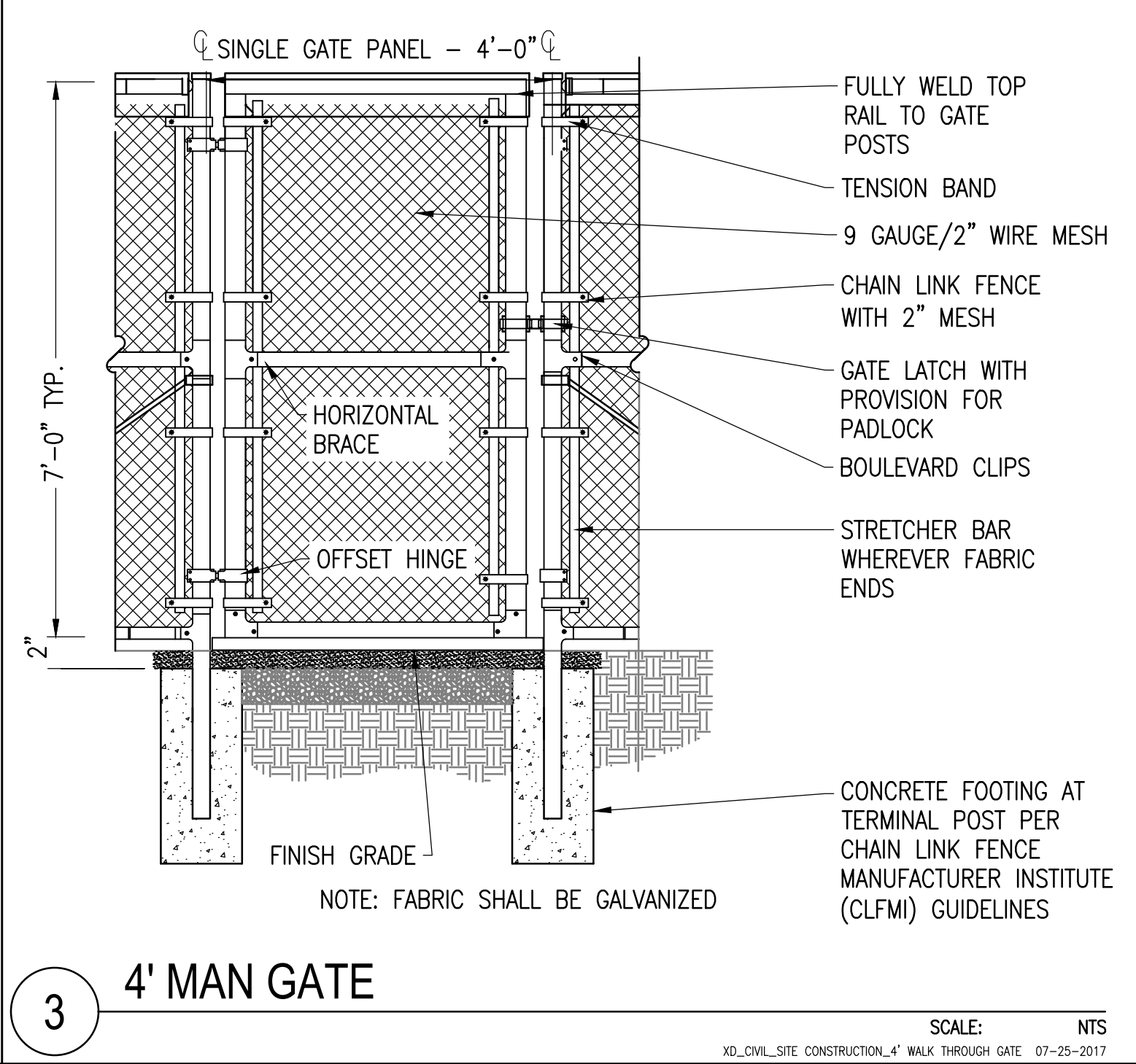
2 CHAIN LINK FENCE  
SCALE:



10 EMERGENCY CONTACT SIGN  
LOCATED AT VEHICLE GATES  
SCALE: NTS  
X0\_CIVIL\_SIGNAGE\_EMERGENCY 2018-02-22



6 LIGHTING MOUNTING - DOWNLIGHT  
SCALE: NTS  
X0\_ELEC\_LIGHT\_MOUNTING-DOWNLIGHT 2018-06-22 JPL



3 4' MAN GATE  
SCALE: NTS  
X0\_CIVIL\_GATE\_CONSTRUCTION\_4' WALK THROUGH GATE 07-25-2017

THIS DOCUMENT IS PROVIDED BY NEW LEAF ENERGY, INC. TO FACILITATE THE SALE OF THE RENEWABLE ENERGY PROJECT. REPRESENTED HEREIN. REPRODUCTION, RELEASE OR UTILIZATION FOR ANY OTHER PURPOSE, WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.

**new leaf energy**

55 TECHNOLOGY DRIVE, SUITE 102  
LOWELL, MA 01851  
PHONE: (978) 688-6273  
FAX: (978) 643-6778  
WWW.NEWLEAFENERGY.COM

**NOT FOR CONSTRUCTION**

**ANTHE PULIC**  
062-056316  
OF ILLINOIS  
1-31-23  
EXP 11-30-23

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER ANY DOCUMENT WHICH BEARS THE SEAL OF A PROFESSIONAL ENGINEER, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER.

**BEECHER ROAD- KENDALL IL**  
**BEECHER ROAD**  
**KENDALL IL 60560**

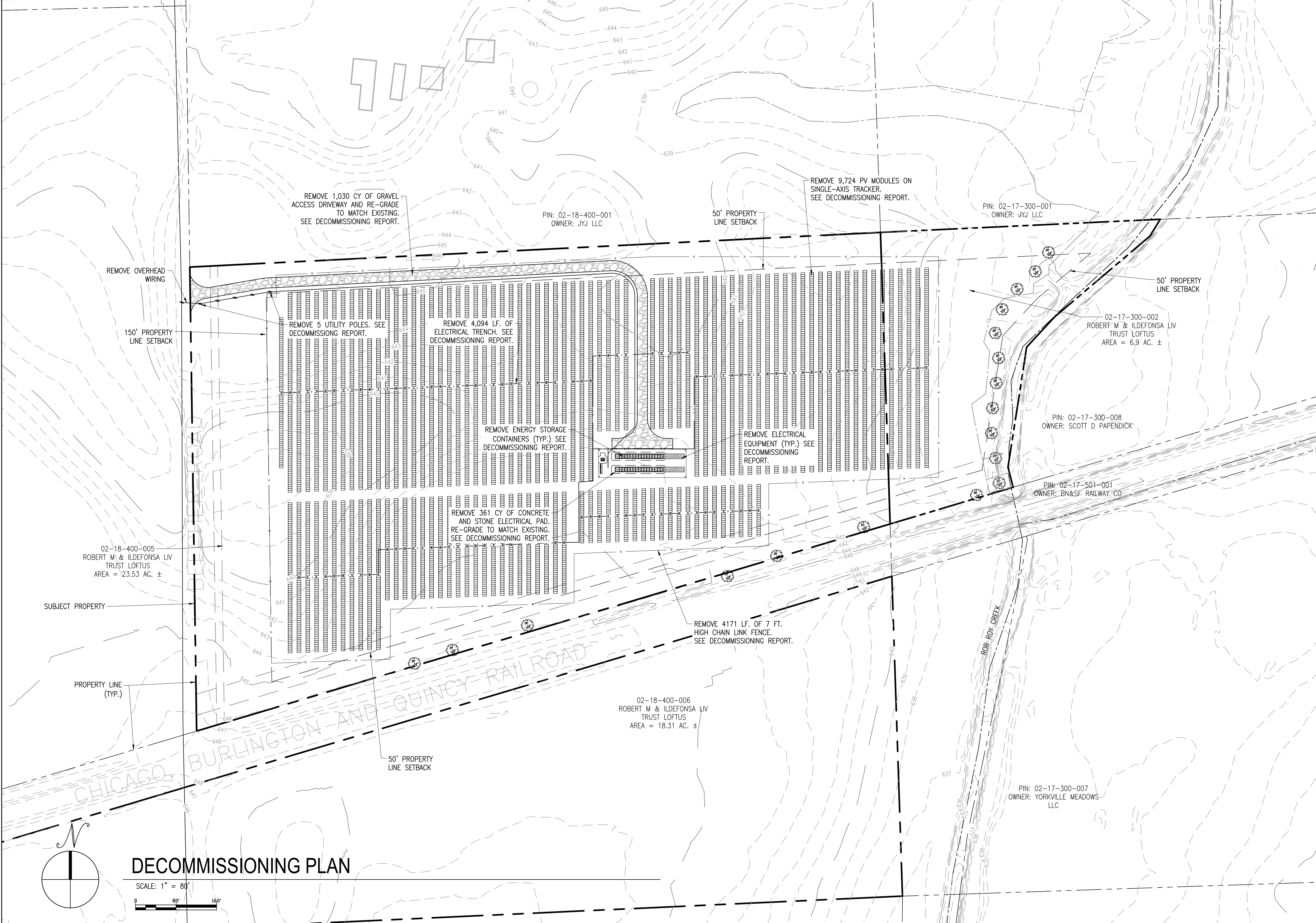
PROJECT NUMBER:  
120-0403

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
01	11/13/22	INDV	ZF	INTERCONNECTION/PBS/SUP
02	09/26/22	AM	BS	SUP
03	09/26/22	CG	TP	SUP
04	10/05/22	AM	BS	FT TO SAT, MOVED ACCESS
05	12/23/22	CG	TP	SUP EDITS

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ASCH @ 24" X 36"

**C-4.0**  
CIVIL DETAILS





DECOMMISSIONING PLAN

SCALE: 1" = 80'

THIS DOCUMENT IS PROVIDED BY NEW LEAF ENERGY, INC. TO FACILITATE THE SALE OF THE RENEWABLE ENERGY PROJECT REPRESENTED HEREIN. REPRODUCTION, RELEASE OR UTILIZATION FOR ANY OTHER PURPOSE, WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.

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*Ante Pulic*

LICENSED PROFESSIONAL ENGINEER  
ANTE PULIC  
062-056316

1-31-23 / OF 11 LISTS  
EXP 11-30-23

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BEECHER ROAD- KENDALL IL  
BEECHER ROAD  
KENDALL IL 60560

PROJECT NUMBER:  
120-0403

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
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05	12/23/22	CG	TP	SUP EDITS

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ASH 9 24" X 36"

**C-5.0**  
DECOMMISSIONING PLAN





## Decommissioning Estimate/Plan

Beecher Road  
Yorkville, IL

Date: 1/31/2023  
Calculated By: CG

This Decommissioning Estimate has been prepared by New Leaf Energy in an attempt to predict the cost associated with the removal of the proposed solar facility. The primary cost of decommissioning is the labor to dismantle and load as well as the cost of trucking and equipment. All material will be removed from the site, including the concrete equipment pads, which will be broken up at the site and hauled to the nearest transfer station.

No salvage values have been assumed in this calculation.

The following values were used in this Decommissioning Estimate:

System Specifications		Equipment & Material Removal Rates	
Number of Modules	9,724	Module Removal Rate (min/module)	1
Number of Racks	125	Rack Wiring Rem. Rate (min/mod)	0.25
Number of Inverters	2	Racking Dismantling Rate (min/rack)	20
Number of Transformers	2	Inverter Removal Rate (hr/unit)	0.5
Electrical Wiring Length (ft)	4,094	Transformer Removal Rate (hr/unit)	1
Number of Foundation Screws	500	Rack Loading Rate (min/Rack)	10
Length of Perimeter Fence (ft)	4,171	Elect. Wiring Removal Rate (min/LF)	0.5
Number of Power Poles	5	Screw Rem. Rate (screws/day)	300
Access Rd Material Volume (YD)	913	Fence Removal Rate (min/LF)	1
Total Disturbed Area (SF)	27,886	Days req. to break up concrete pads	3
Total Fence Weight (lbs)	2,961	Days req. with Rough Grader	1
Total Racking Weight (lbs)	106,250	Days req. with Fine Grader	1
Total Foundation Screw Weight (lbs)	20,000	Total Truckloads Required	21
		Round-Trip Dist. to Trans. Sta.(miles)	5.8
		Round-Trip Time to Trans. Sta. (hr)	0.15
Labor and Equipment Costs		Energy Storage Decommissioning	
Labor Rate (\$/hr)	\$ 35.00	Number of Energy Storage Units	2
Operator Rate (\$/hr)	\$ 47.00	Battery Disposal Fee	\$ 25,000.00
Bobcat Cost (\$/hr)	\$ 101.90	Battery Loading Prep Time (hr)	32
Front End Loader Cost (\$/Day)	\$ 845.77	Battery Loading Time (hr)	8
Excavator Cost (\$/Day)	\$ 1,365.46		
Trucking Cost (\$/hr)	\$ 127.38		
Backhoe Cost (\$/hr)	\$ 101.90		
Power Pole Removal Cost (\$/pole)	\$ 1,500.00		
Grader Cost (\$/day)	\$ 1,324.70		
Gravel Export Cost (\$/YD)	\$ 8.00		
Loam Import Cost (\$/YD)	\$ 20.00		
Seeding Cost (\$/SF)	\$ 0.10		
Fuel Cost (\$/mile)	\$ 0.50		

## Labor, Material, and Equipment Costs

### 1. Remove Modules

The solar modules are fastened to racking with clamps. They slide in a track. A laborer needs only unclamp the module and reach over and slide the module out of the track.

$$\text{Module Removal Rate} \cdot \text{Total Number of Solar Modules} \cdot \text{Labor Rate} = \text{Module Removal Cost}$$

$$\text{Total} = \$ 5,672.33$$

### 2. Remove Rack Wiring

The modules are plugged together in the same manner as an electrical cord from a light is plugged into a wall socket. The string wires are in a tray. A laborer needs only unplug the module, reach into the tray and remove the strands of wire.

$$\text{Wire Removal Rate} \cdot \text{Total Number of Solar Modules} \cdot \text{Labor Rate} = \text{Rack Wiring Removal Cost}$$

$$\text{Total} = \$ 1,418.08$$

### 3. Dismantle Racks

The racking is supported by screw foundations. The racking will be disconnected from the foundation and removed separately.

$$\text{Number of Racks} \cdot \text{Rack Dismantling Rate} \cdot \text{Labor Rate} = \text{Rack Dismantling Cost}$$

$$\text{Total} = \$ 1,458.33$$

### 4. Remove and Load Electrical Equipment

Electrical equipment includes transformers and inverters.

$$(\text{Number of Inverters} \cdot \text{Inverter Removal Rate} + \text{Number of Transformers} \cdot \text{Transformer Removal Rate}) \cdot (\text{Operator Rate} + \text{Bobcat Cost}) = \text{Electrical Equipment Removal Cost}$$

$$\text{Total} = \$ 1,042.30$$

### 5. Break Up Concrete Pads

Concrete pads are broken up using an excavator and jackhammer.

$$\text{Number of Demolition Days} \cdot (\text{Excavator Cost} + \text{Operator Cost}) = \text{Total Concrete Pad Removal}$$

$$\text{Total} = \$ 3,665.31$$

**6. Load Racks**

Once the racks have been dismantled, they will be loaded onto trucks for removal from the site. The trucking cost associated with this line item represents the additional time a truck will be needed during loading. Please see item # 13 for additional trucking costs.

$$\text{Number of Racks} \cdot \text{Rack Loading Rate} \cdot (\text{Operator Cost} + \text{Front End Loader Cost} + \text{Trucking Cost}) = \text{Total Rack Removal Cost}$$

**Total = \$ 5,755.73**

**7. Remove Electrical Wiring**

Electrical wiring will be removed from all underground conduits.

$$\text{Cable Length} \cdot \text{Cable Removal Rate} \cdot (\text{Operator Cost} + \text{Backhoe Cost}) = \text{Total Cable Removal Cost}$$

**Total = \$ 5,079.97**

**8. Remove Foundation Screws**

Foundation screws will be backed out of the ground and loaded onto a truck to be removed from site.

$$(\text{Total Number of Screws} / \text{Daily Screw Removal Rate}) \cdot (\text{Operator Rate} + \text{Excavator Cost}) = \text{Total Screw Removal Cost}$$

**Total = \$ 2,902.43**

**9. Remove Fencing**

Fencing posts, mesh, and foundations will be loaded onto a truck and removed from site. Trucking costs included in this line item are for the removal process. Trucking to a recycling facility are included in item #13.

$$(\text{Total Length of Fence} \cdot \text{Fence Removal Rate}) \cdot (\text{Operator Rate} + \text{Bobcat Cost} + \text{Trucking Cost}) =$$

**Total = \$ 19,205.72**

**10. Remove Power Poles**

Power poles will be removed and shipped off site.

$$\text{Number of Power Poles} \cdot \text{Pole Removal cost} = \text{Total Power Pole Removal Cost}$$

**Total = \$ 7,500.00**

### 11. Gravel Road Reclamation

Reclamation of the gravel access road will entail removing the gravel material and exporting it off site. The area will then be backfilled with loam and graded.

$$(Days\ with\ Rough\ Grader + Days\ with\ Fine\ Grader) \cdot (Grader\ Cost\ per\ Day + Operator\ Cost\ per\ Day) + [Roadway\ Material\ Volume \cdot (Gravel\ Export\ Cost + Loam\ Import\ Cost)] = \\ Gravel\ Road\ Reclamation\ Cost$$

**Total = \$ 28,953.99**

### 12. Seed Disturbed Areas

Seeding cost includes labor and materials for reseeding all disturbed areas including the reclaimed gravel road area, former electrical areas, and areas disturbed by racking foundation removal.

$$Seeding\ Cost \cdot Disturbed\ Area = \\ Total\ Seeding\ Cost$$

**Total = \$ 2,788.61**

### 13. Truck to Transfer Station

All material will be trucked to the nearest Transfer station that accepts construction material. The nearest transfer station is Groot Recycling & Waste Services

$$(Total\ Truckloads \cdot Roundtrip\ Distance \cdot Fuel\ Cost) + (Total\ Truckloads \cdot Round\ Trip\ Time \cdot \\ Trucking\ Cost) = \\ Total\ Trucking\ Cost\ to\ Transfer\ Station$$

**Total = \$ 462.13**

### 14. Remove and Dispose of Energy Storage Equipment

The battery units will be prepared for shipment and loaded onto a truck. A disposal fee will also be required for the disposal company to accept the batteries.

$$Number\ of\ Battery\ Units \cdot ((Loading\ Prep\ Time \cdot Labor\ Cost) + Loading\ Time \cdot (Labor\ Rate + \\ Bobcat\ Cost + Trucking\ Cost) + Disposal\ Fee) = \\ Total\ Energy\ Storage\ Removal\ and\ Disposal\ Cost$$

**Total = \$ 56,468.40**

Salvage Values

Salvage Value Not Included

**Summary of Decommissioning Costs and Salvage Values**

Line Item	Task	Cost
1	Module Removal	\$ 5,672.33
2	Rack Wiring Removal	\$ 1,418.08
3	Rack Dismantling	\$ 1,458.33
4	Electrical Equipment Loading and Removal	\$ 1,042.30
5	Break Up Concrete Pads	\$ 3,665.31
6	Load Racks	\$ 5,755.73
7	Electrical Wiring Removal	\$ 5,079.97
8	Foundation Screw Removal	\$ 2,902.43
9	Fence Removal	\$ 19,205.72
10	Power Pole Removal	\$ 7,500.00
11	Gravel Road Reclamation	\$ 28,953.99
12	Seed Disturbed Areas	\$ 2,788.61
13	Trucking to Transfer Station	\$ 462.13
14	Energy Storage System Removal	\$ 56,468.40
		Sub Total = \$ 142,373.35

Additional Item	Task	Value
Salvage Values		
Not Included		

Additional Item Subtotal \$ -

**Total = \$ 172,544.85**

Task	Future Value
<u>Inflation</u>	
# of Years= 25	
Inflation Rate= 3.0%	
<i>Total • (1+ Inflation Rate)^Number of Years =Grand Total</i>	
<b><u>Grand Total = \$ 361,270.59</u></b>	





DATE: November 17, 2022

TO: Krysti Barksdale-Noble  
Community Development  
**United City of Yorkville**  
800 Game Farm Road  
Yorkville, IL 60560

RE: Project Narrative  
Beecher Solar 1, LLC  
Proposed Ground-Mounted Solar Farm  
Beecher Road, Kendall County  
PIN# 02-18-400-005, 02-18-400-006,  
02-17-300-002

## PROJECT NARRATIVE

New Leaf Energy, Inc. (New Leaf) is requesting a Special Use Permit to allow for development of a 5 MW AC community solar farm facility on an approximately 18.44-acre portion of existing farmland located at 02-18-400-005, 02-18-400-006, and 02-17-300-002, east of Beecher Road in Yorkville, IL. The property is approximately 48.74 acres in size and is zoned A-1 (Agriculture). The site is currently being used for agricultural purposes and the residual parcel acreage will be maintained by the property owner and may continue to be farmed if the property owner chooses to do so. New Leaf Energy, Inc. is requesting a Special Use Permit to allow for the Solar Farm Use.

To assist in your review of this Special Use Permit request, a Site Use Plan Set has been provided which illustrates the proposed solar farm use and site improvements. The project proposed uses and improvements include:

- PV solar panel arrays at maximum 8 ft. in height with trackers/racking/string inverters. Please see sample photo on the last page of this narrative. Racking system to be installed via posts or augured screws. Post depth is anticipated to be 12 to 14 feet below grade - to be determined once geotechnical investigation is completed.
- Concrete pad-mounted transformers/switch gear, located central to the system.
- Data Acquisition System (DAS) for remote 24/7 monitoring.

- DC coupled Powin 20Mwh energy storage facility
- Equipment poles and riser poles with overhead power lines for interconnection point on Beecher Road. On-site power lines will be placed underground to the maximum extent possible until ComEd's point of connection. This scope of work is per ComEd's requirements; thus, the final design is pending a utility study.
- Underground trenching/cabling.
- Perimeter security fencing at 7 ft. height as required per National Electric Code (NEC). The fenced area of each proposed 5 MW AC project is approximately 18.44 acres and will include a gated main entry with a total of ten (10) 4-foot gates and one (1) 20-foot gate for vehicle access. A Knox box and keys will be provided as required by the County. The proposed fencing will secure all four sides of the array field.
- Location of proposed array field meets or exceeds County setback requirements:

Road	Required Centerline	Proposed Centerline
Beecher Road	150 ft.	150 ft.

Property Line	Required Side Yard	Proposed Side Yard
Northern	50 ft.	50 ft.
Southern	50 ft.	50 ft.
Eastern	10 ft.	10 ft.

Property Line	Required Rear Yard	Proposed Rear Yard
Western	100 ft.	150 ft.

- The proposed site access is via a new driveway proposed along Beecher Road. A 20-ft. wide gravel drive will be extended from this point to provide access to equipment as well as on-site vehicle maneuvering. Layout and configuration are depicted in the plans.
  - No formal parking stalls are provided as post-construction, there will be no buildings and no employees on-site other than occasional visits for mowing and/or maintenance, likely 3 to 4 times per year.
- Drainage flow through the property will be maintained, both at the surface and below grade via drain tiles, and there will be very little grading necessary for development of this project.
- Post-construction site area will be seeded with a low-mow seed mix and a weed/grass control plan has been detailed in the plans.

- Noise levels measured at the property line will not exceed fifty (50) decibels.
- One motion-sensor security light will be provided at each of the transformer areas and will comply with requirements of the County Lighting Ordinance – see plan detail sheet.
- Appropriate NEC safety signage will be provided along the perimeter of the project.
- Decommissioning of the project upon completion of the lease term has been contemplated by the lease agreement. Additionally, we have included with our submission a decommissioning plan sheet and a decommissioning plan estimate that includes information regarding salvage value.

## Supplemental Information:

- A wetland delineation investigation, as prepared by a County-certified wetland consultant, has been provided with this submission. There are no potential wetlands on the subject parcel.
- A formal EcoCAT/IDNR consult was initiated and terminated. See attached IDNR consult and termination letter.
- To address any potential concerns related to soil erosion, drainage and depressional storage we have included a Stormwater analysis memo with this submission which outlines our proposed assumptions and design approach. The stormwater analysis memo demonstrates that implementation of the project as proposed will have the net effect of decreasing CN and stormwater runoff.

The establishment, maintenance or operation of the special use shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the neighboring vicinity.

- This development as proposed will not impede the development of adjacent properties for uses already permitted in the adjacent A-1 Zoning Districts.
- The site is located in an area with very low population density and is not anticipated to affect the public's comfort or welfare.
- The project area will be secured with a 7-foot fence to provide safety and prevent unintended access.
- At minimum, benefits to the public from community solar include enhanced grid stability, increased tax base, lower energy costs, and an opportunity to contribute to reduced greenhouse gas emissions.
- The transformer is the greatest source of noise on the property. As proposed, the transformer is approximately 790 feet south of the nearest residence located on Beecher Road. At a distance of approximately 500 ft., the noise

generated by each transformer (21 dB) would be no greater than that of ambient noise, comparable to the sound of a whisper.

- County residents and the local region will benefit from this proposed solar farm development through receipt of increased tax revenues, local job opportunities, enhanced power grid stability, and the opportunity to reduce money on their electric bills should they choose to subscribe to the community solar program. In a broader sense, installation of renewable solar energy in the form of a community solar farm will reduce the amount of energy dependence on fossil fuels, which in turn reduces greenhouse gases.

The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood and will be located and operated to minimize incompatibility with the character of the surrounding area and to minimize the effect on the value of the surrounding property.

- The proposed community solar farm is a quiet neighbor and a low-impact use which once built, has no on-site employees and will not add to neighborhood traffic.

The adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

- The proposed solar development does not require access to traditional utilities such as natural gas, water or sanitary sewer. The routing of the electrical infrastructure required to connect to the ComEd electric system is shown on the enclosed plans.
- The proposed solar farm will not require additional public expense for fire protection, rescue or relief. Solar farm development does not present an increased or inherent risk from fire. Solar panels and components are not inherently flammable, nor do they present an increased risk from fire or other dangers.

The adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion and hazard on the public streets.

- During the initial construction timeframe of approximately four to six months, there will be a mix of trucks ranging from semis for panel and racking delivery, flatbed trucks for fencing, dump trucks for driveway gravel and various delivery type trucks, averaging 2-3 per day. Many of the major materials/suppliers travel

from all over the country and their arrival times are fluid. Based on much of what is described above and limited area on site for parking multiple trucks, along with the expected delivery times, we have developed temporary, on site locations for truck staging. Access to the site will be available each day during work hours 7:30am- 5:00pm. We will be able to accommodate as many as five (5) tractor-trailer trucks on site for deliveries. Any truck that will not be off-loaded will not be allowed to idle for more than five minutes. No idling sign(s) will be placed at appropriate locations. In addition to material and equipment deliveries, workers will be arriving to the site each weekday using personal vehicles. For similar projects of this scale, approximately 40 personal vehicles may be on site at one time. These vehicles will arrive each day in the morning and leave in the afternoon. The total number of vehicles on site will fluctuate depending on the phase of the project.

- Once construction is complete, there will be little to no traffic to/from the site other than for occasional maintenance visits 3 to 4 times per year.

The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

- Once constructed, the solar farm will fit well within the surrounding low-density agricultural uses, and the property will not be occupied more than 3-4 times during the year for maintenance visits.
- The proposed location of the solar field is a significant distance from any existing residential uses.

Consideration is given to any special facilities such as churches, schools or hospitals located near the proposed special use.

- The proposed solar farm should not have any adverse impact to any special facility.

Thank you,

A handwritten signature in blue ink that reads "C. Dean Smith".

C. Dean Smith, PE  
Civil Engineering Lead



DATE: November 17, 2022

TO: Krysti Barksdale-Noble  
Community Development  
**United City of Yorkville**  
800 Game Farm Road  
Yorkville, IL 60560

RE: Exhibit A, Parcel Legal Description  
Beecher Solar 1, LLC  
Proposed Ground-Mounted Solar Farm  
Beecher Road, Kendall County  
PIN# 02-18-400-005, 02-18-400-006,  
02-17-300-002

**PARCEL LEGAL DESCRIPTION:**

THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 17; PART OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 18 AND PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SECTION 19 AFORESAID, 35.04 CHAINS WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES, 35 MINUTES, 0 SECONDS EAST 0.55 CHAINS TO THE SOUTH RIGHT-OF-WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY FOR THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES, 35 MINUTES, 0 SECONDS WEST TO THE CENTER LINE OF THE BRISTOL AND PLANO ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CENTER OF ROB ROY CREEK; THENCE NORTHEASTERLY ALONG SAID CENTER LINE TO THE EAST LINE OF SECTION 19; THENCE NORTH ALONG SAID EAST LINE 6.44 CHAINS TO THE SOUTHWEST CORNER OF SECTION 17; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 2.30 CHAINS; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 17 WHICH IS 5.50 CHAINS EAST OF THE NORTHWEST CORNER OF SAID QUARTER QUARTER; THENCE WEST ALONG THE NORTH LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 17 AND ALONG THE NORTH LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 18 TO THE NORTHWEST CORNER OF SAID SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$ ; THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER QUARTER TO THE SOUTH RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON, AND QUINCY RAILROAD COMPANY; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE RIGHT-OF-WAY OF THE CHICAGO, BURLINGTON, AND QUINCY RAILROAD COMPANY) IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.



DATE: November 17, 2022

TO: Krysti Barksdale-Noble  
Community Development  
**United City of Yorkville**  
800 Game Farm Road  
Yorkville, IL 60560

RE: Exhibit B – Adjacent Property Owners  
Beecher 1 Solar, LLC  
Proposed Ground-Mounted Solar Farm  
Beecher Road, Kendall County  
PIN# 02-18-400-005, 02-18-400-006,  
02-17-300-002

## ADJACENT PROPERTY OWNERS

Kelaka LLC, 181 S Lincolnway North Aurora, IL 60542 Pin #: 02-19-100-011	Hamman, Donald J & Carol S 13351 B Faxon Rd Plano, IL 60545 Pin #: 02-19-200-006
Wayne Liv Trust & Cruise Delores Liv Trust Cruise 1894 Walsh Dr. Yorkville, IL 60560 Pin #: 02-19-200-005	Dolores Living Trust Cruise 1894 Walk Dr. Yorkville, IL 60560 Pin #: 02-19-200-007
Kelaka LLC, 181 S Lincolnway North Aurora, IL 60542 Pin #: 02-19-200-008	Kylyns Ridge Homeowners Assn PO Box 1094 Yorkville, IL, 60560 Pin #: 02-19-200-010
Yorkville Meadows LLC C/O Sherrie Chiou 80 Remington Rd. Schaumburg, IL, 60173 Pin #: 02-19-200-002	Yorkville Meadows LLC C/O Sherrie Chiou 80 Remington Rd. Schaumburg, IL, 60173 Pin #: 02-20-100-011
Yorkville Meadows LLC C/O Sherrie Chiou 80 Remington Rd. Schaumburg, IL, 60173 Pin #: 02-17-300-007	Papendick, Scott D 23W567 Pine Dr. Carol Stream, IL, 60188 Pin #: 02-17-300-008
BS&SF Railway Co PO Box 961089 Fort Worth, TX, 761710089 Pin #: 02-17-501-001	BS&SF Railway Co PO Box 961089 Fort Worth, TX, 761710089 Pin #: 02-18-501-001





JYJ LLC 2622 Beecher Rd Yorkville, IL 60560 Pin #: 02-17-300-001	JYJ LLC 2622 Beecher Rd Yorkville, IL 60560 Pin #: 02-18-400-001
Carol S Hamman MGR NGH Farms LLC 13351 B Faxon Rd Plano, IL 60545 Pin #: 02-18-400-004	



DATE: November 17, 2022

TO: Krysti Barksdale-Noble  
Community Development  
**United City of Yorkville**  
800 Game Farm Road  
Yorkville, IL 60560

RE: Stormwater Narrative  
Beecher Solar 1, LLC  
Proposed Ground-Mounted Solar Farm  
Beecher Road, Kendall County  
PIN# 02-18-400-005, 02-18-400-006,  
02-17-300-002

Dear Mrs. Barksdale-Noble,

Beecher Solar 1, LLC, c/o New Leaf Energy, Inc. (New Leaf) plans to construct a 5 MW community solar facility along Beecher Road in Yorkville, IL. A project area of approximately 18.44 acres will be affected by construction and operation of the facility. This includes the areas encompassed by a fence and the associated access road. See the attached Layout and Materials Plan for the location of the system and associated roads.

The proposed stormwater management system for the solar array field is based on improved ground cover as compared to existing conditions to yield a reduction in stormwater runoff. Currently, row crops occupy the existing development area. After the installation of the solar arrays, gravel access road and equipment pads, a low maintenance shade tolerant seed mix (Meadow) will be planted for ground cover. As demonstrated by the calculations, the curve number (CN) is greatly reduced, which yields a reduction in stormwater runoff for any given storm event.

The solar array field will be designed to match current topography with limited grading proposed at the transformer pads and driveway apron. The solar panels in the array field will be supported by posts driven into the ground. There are no concrete footings or foundations proposed to support the solar array panels. The impervious footprint for the supports is negligible. Please note that the proposed solar panels will rotate with the sun up to fifty-two (52) degrees from horizontal reducing the chance of a concentrated flow/erosion along and below the edge of the panels.

55 Technology Drive, Suite 102  
Lowell, MA 01851  
newleafenergy.com

The following table depicts the calculations of weighted CN values for existing and proposed conditions. Under proposed conditions, the CN for the project limits will be reduced from existing conditions.

#### Stormwater Calculations - 312 Solar Development, LLC

Existing Conditions:					
Soil Type <sup>1</sup>	Acres	% of AOI	Hydrologic Soil Group (HSG)	CN <sup>2</sup>	Comments
134C2	3.5	17.4%	B	78	Row Crop/SR/Good
149A	4.0	19.8%	B/D	78	
152A	0.0	0.0%	B/D	78	
219A	0.0	0.0%	C/D	88	
330A	4.7	23.3%	C/D	88	
668B	8.0	39.6%	C/D	88	weighted ave.
Total	20.2	100%		84.3	

Proposed Conditions:					
Soil Type <sup>1</sup>	Acres	% of AOI	Hydrologic Soil Group (HSG)	CN <sup>2</sup>	Comments
134C2	3.0	14.7%	B	58	Meadow Cover
149A	3.8	19.0%	B/D	58	
152A	0.0	0.0%	B/D	58	
219A	0.0	0.0%	C/D	72	
330A	4.3	21.2%	C/D	72	
668B	7.7	38.0%	C/D	72	Gravel
134C2	0.1	0.6%	B	96	
149A	0.0	0.0%	B/D	96	
152A	0.0	0.0%	B/D	96	
330A	0.2	1.2%	C/D	96	
668B	0.3	1.7%	C/D	96	Concrete Pads
134C2	0.42	2.1%	B	98	
149A	0.21	1.0%	B/D	98	weighted ave.
Total	20.1	100%		68.6	

1. Based on USDA/NRCS Web Soil Survey for affected acreage

2. NRCS National Engineering Handbook, Part 630 Hydrology, Chapter 9

In addition to the reduction in stormwater runoff, the proposed solar field will provide an improved water quality condition with the elimination of the plowing, tilling and harvesting of row crops. There will be no herbicides, pesticides or fertilizers used for proposed low maintenance shade tolerant ground cover. Stormwater impacts resulting from construction activities will be addressed by the conditions of the ILR10 General NPDES permit and associated SWPPP as required by the IEPA.

Thank you,

A handwritten signature in blue ink that reads "C. Dean Smith". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

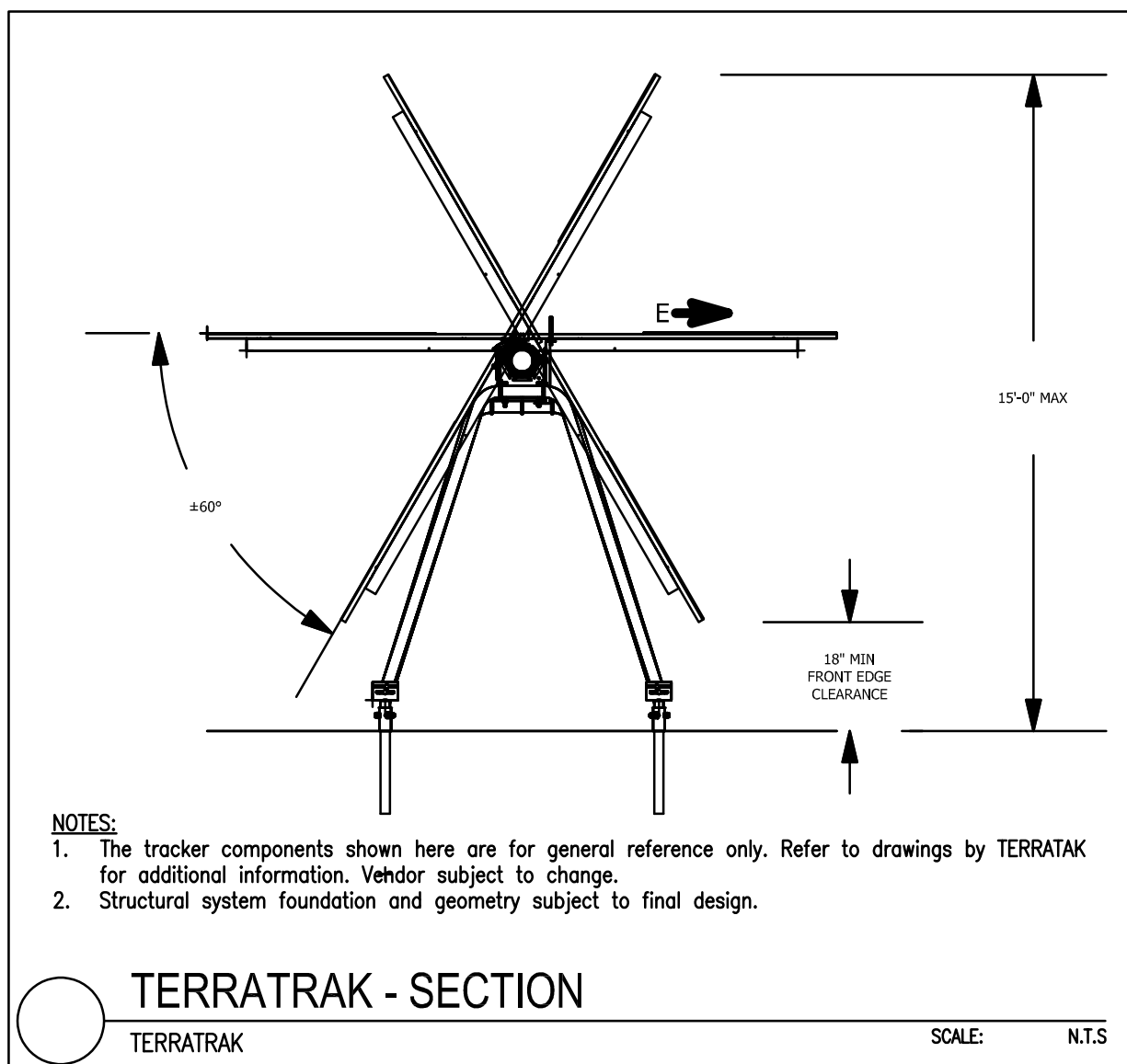
C. Dean Smith, PE  
Civil Engineering Lead



December 23, 2022

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

Terratrak Detail  
Beecher Solar 1, LLC  
Proposed Ground-Mounted Solar Farm Beecher Road, Kendall County  
PIN# 02-18-400-005, 02-18-400-006,  
02-17-300-002



# FORGESOLAR GLARE ANALYSIS

Project: **Beecher Rd - Kendall IL**

Proposed 5 MW Ground-Mounted Solar Farm east of Beecher Road in Yorkville, IL.

Site configuration: **Initial**

Created 20 Dec, 2022

Updated 21 Dec, 2022

Time-step 1 minute

Timezone offset UTC-6

Site ID 81519.14412

Category 1 MW to 5 MW

DNI peaks at 1,000.0 W/m<sup>2</sup>

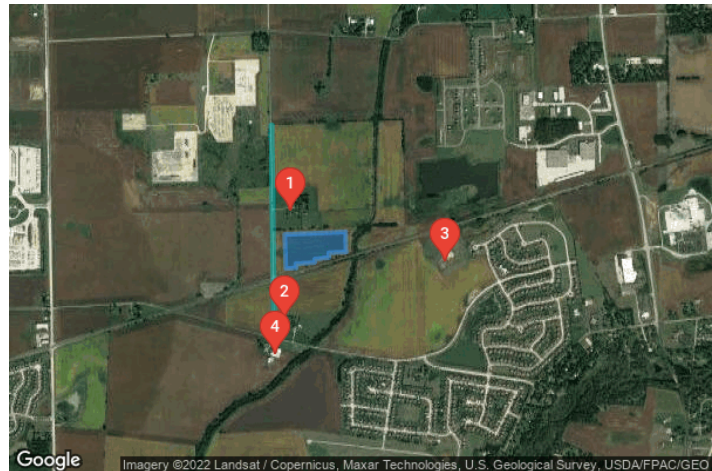
Ocular transmission coefficient 0.5

Pupil diameter 0.002 m

Eye focal length 0.017 m

Sun subtended angle 9.3 mrad

Methodology V2



## Summary of Results No glare predicted

PV Array	Tilt °	Orient °	Annual Green Glare		Annual Yellow Glare		Energy kWh
			min	hr	min	hr	
PV Arrays	SA tracking	SA tracking	0	0.0	0	0.0	-

*Total annual glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.*

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Route 1	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0

# Component Data

## PV Arrays

**Name:** PV Arrays

**Axis tracking:** Single-axis rotation

**Backtracking:** Shade-slope

**Tracking axis orientation:** 180.0°

**Max tracking angle:** 52.0°

**Resting angle:** 52.0°

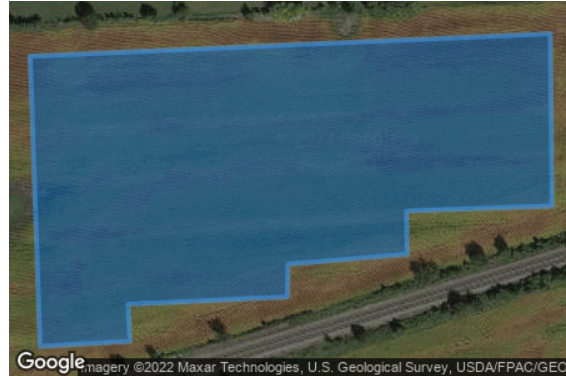
**Ground Coverage Ratio:** 0.43

**Rated power:** -

**Panel material:** Smooth glass with AR coating

**Reflectivity:** Vary with sun

**Slope error:** correlate with material



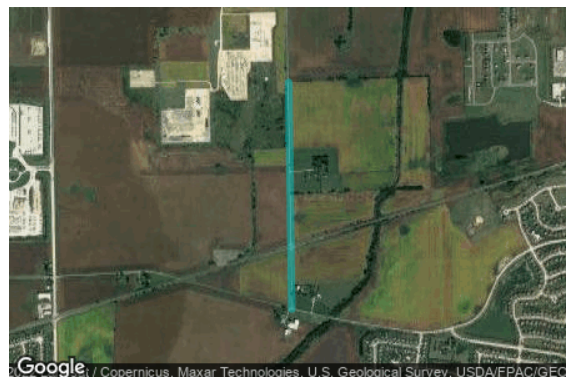
Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.679534	-88.471372	644.61	6.00	650.61
2	41.679679	-88.466904	640.02	6.00	646.02
3	41.678577	-88.466888	638.18	6.00	644.18
4	41.678545	-88.468138	642.76	6.00	648.76
5	41.678268	-88.468132	643.15	6.00	649.15
6	41.678204	-88.469157	644.58	6.00	650.58
7	41.677996	-88.469162	644.47	6.00	650.47
8	41.677948	-88.470530	645.37	6.00	651.37
9	41.677711	-88.470514	645.07	6.00	651.07
10	41.677679	-88.471287	643.55	6.00	649.55

## Route Receptors

**Name:** Route 1

**Path type:** Two-way

**Observer view angle:** 50.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.673862	-88.472138	644.86	5.00	649.86
2	41.685491	-88.472338	653.05	5.00	658.05

## Discrete Observation Point Receptors

Name	ID	Latitude (°)	Longitude (°)	Elevation (ft)	Height (ft)
OP 1	1	41.680769	-88.470923	647.21	5.00
OP 2	2	41.674884	-88.471397	645.15	5.00
OP 3	3	41.678037	-88.459573	645.92	5.00
OP 4	4	41.673000	-88.472065	644.43	5.00



# Glare Analysis Results

## Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV Arrays	SA tracking	SA tracking	0	0.0	0	0.0	-

Total annual glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Route 1	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0

## PV: PV Arrays no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Route 1	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0

## PV Arrays and Route 1

Receptor type: Route

No glare found

## PV Arrays and OP 1

Receptor type: Observation Point

No glare found

## PV Arrays and OP 2

Receptor type: Observation Point

No glare found

## PV Arrays and OP 3

Receptor type: Observation Point  
No glare found

## PV Arrays and OP 4

Receptor type: Observation Point  
No glare found

# Assumptions

"Green" glare is glare with low potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.

"Yellow" glare is glare with potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.

Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.

The algorithm does not rigorously represent the detailed geometry of a system; detailed features such as gaps between modules, variable height of the PV array, and support structures may impact actual glare results. However, we have validated our models against several systems, including a PV array causing glare to the air-traffic control tower at Manchester-Boston Regional Airport and several sites in Albuquerque, and the tool accurately predicted the occurrence and intensity of glare at different times and days of the year.

Several V1 calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare. This primarily affects V1 analyses of path receptors.

Random number computations are utilized by various steps of the annual hazard analysis algorithm. Predicted minutes of glare can vary between runs as a result. This limitation primarily affects analyses of Observation Point receptors, including ATCTs. Note that the SGHAT/ ForgeSolar methodology has always relied on an analytical, qualitative approach to accurately determine the overall hazard (i.e. green vs. yellow) of expected glare on an annual basis.

The analysis does not automatically consider obstacles (either man-made or natural) between the observation points and the prescribed solar installation that may obstruct observed glare, such as trees, hills, buildings, etc.

The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)

The variable direct normal irradiance (DNI) feature (if selected) scales the user-prescribed peak DNI using a typical clear-day irradiance profile. This profile has a lower DNI in the mornings and evenings and a maximum at solar noon. The scaling uses a clear-day irradiance profile based on a normalized time relative to sunrise, solar noon, and sunset, which are prescribed by a sun-position algorithm and the latitude and longitude obtained from Google maps. The actual DNI on any given day can be affected by cloud cover, atmospheric attenuation, and other environmental factors.

The ocular hazard predicted by the tool depends on a number of environmental, optical, and human factors, which can be uncertain. We provide input fields and typical ranges of values for these factors so that the user can vary these parameters to see if they have an impact on the results. The speed of SGHAT allows expedited sensitivity and parametric analyses.

The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.

Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid based on aggregated research data. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.

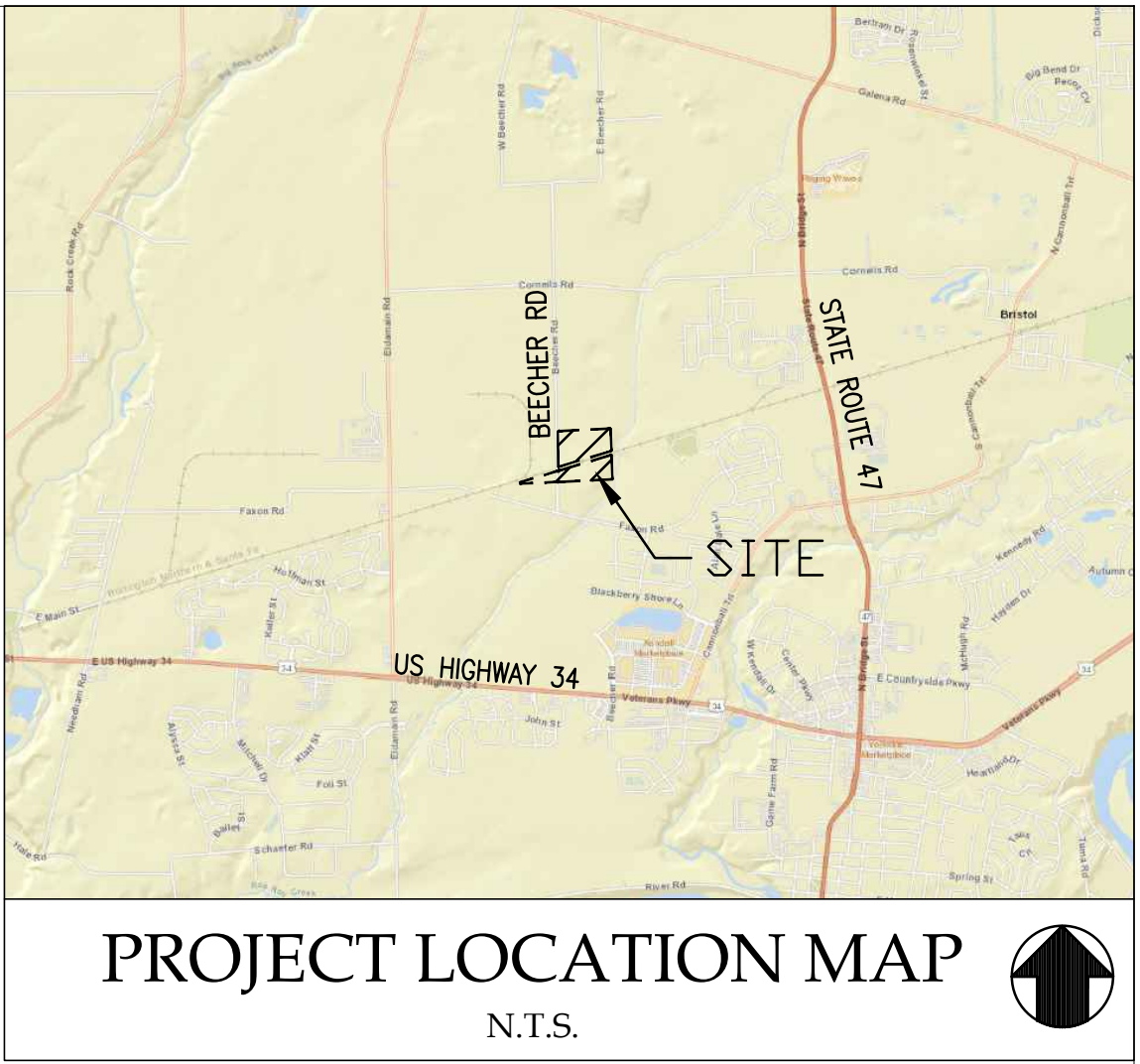
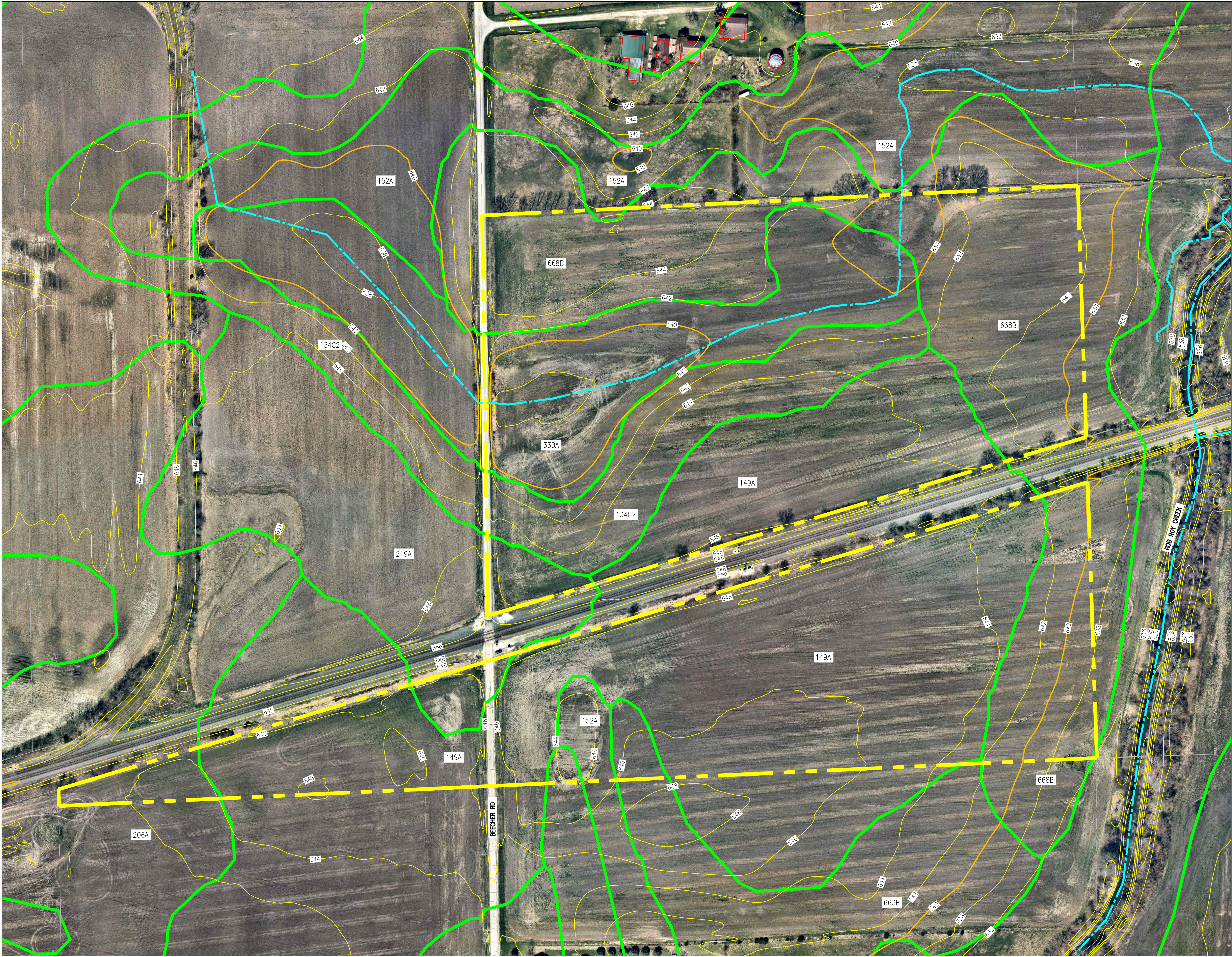
Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.

Refer to the Help page at [www.forgesolar.com/help/](http://www.forgesolar.com/help/) for assumptions and limitations not listed here.

Default glare analysis parameters and observer eye characteristics (for reference only):

- Analysis time interval: 1 minute
- Ocular transmission coefficient: 0.5
- Pupil diameter: 0.002 meters
- Eye focal length: 0.017 meters
- Sun subtended angle: 9.3 milliradians





NOTES:

REFERENCE: PARCEL 02-18-400-002, 02-17-300-002

1. HORIZONTAL DATUM BASED ON THE APPROXIMATE NAD 1983 2011 STATE PLANE ILLINOIS EAST FIPS 1201 FT US

2. THE DATA SHOWN HEREON IS A COMPILATION OF SELECT GIS DATA OBTAINED FROM:

KENDALL COUNTY GIS:  
MAPS.CO.KENDALL.IL.US/PORTAL/APPS/SITES/#!/KENDALL-COUNTY-IL-OPEN-DATA/

ILLINOIS GEOSPATIAL DATA CLEARINGHOUSE:  
CLEARINGHOUSE.ISGS.ILLINOIS.EDU/DATA

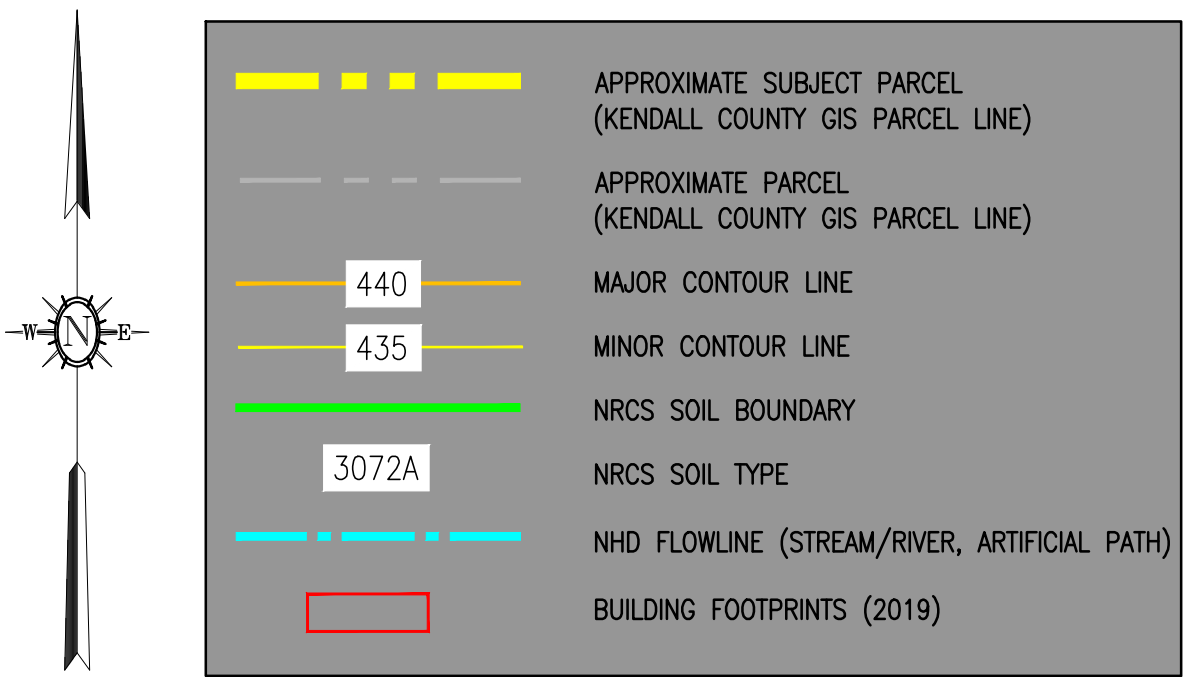
USGS NATIONAL HYDROGRAPHY DATASET  
APPS.NATIONALMAP.GOV/DOWNLOADER

USDA NATURAL RESOURCES CONSERVATION SERVICE SOIL SURVEY:  
WEBSOILSURVEY.NRCS.USDA.GOV

U.S. FISH&WILDLIFE SERVICE WETLANDS INVENTORY:  
WWW.FWS.GOV/WETLANDS/DATA/MAPPER.HTML

FEDERAL EMERGENCY MANAGEMENT AGENCY  
WWW.FEMA.GOV/

3. IMAGE DATA SET: KENDALL COUNTY 2020 AERIAL IMAGERY. IMAGERY TAKEN IN 2020.
4. SURFACE DATA SET: 2-FOOT ELEVATION CONTOURS FOR KENDALL COUNTY, IL. DERIVED FROM 2018 LIDAR FLIGHT. SURFACE WAS PREPARED FOR ROUGH SLOPE ANALYSIS AND CONCEPTUAL PLANNING ONLY.
5. NO FIELD SURVEY WAS PERFORMED IN THE COMPILATION OF THIS BASE MAP
6. THIS IS NOT A BOUNDARY SURVEY AND SHALL NOT BE USED AS SUCH.



BASE MAP  
PREPARED FOR  
BORREGO SOLAR SYSTEMS, INC.  
OF THE  
BEECHER RD, KENDALL COUNTY, IL PROJECT

COPYRIGHT NOTICE

This drawing is the property of the above referenced Professional and is not to be used for any purposes other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from the Professional.



PROJECT NAME

BORREGO SOLAR

PROJECT ADDRESS

BEECHER RD, KENDALL COUNTY,  
ILLINOIS

PROJECT NUMBER

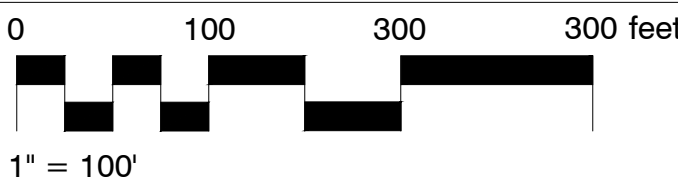
20120516.0

DATE

06/10/2022

SHEET TITLE

GIS BASE MAP





**Applicant:** GreenbergFarrow  
**Contact:** Marisa Kolman  
**Address:** 21 S. Evergreen Ave, Suite 200  
Arlington Heights, IL 60005

**IDNR Project Number:** 2213609  
**Date:** 05/25/2022  
**Alternate Number:** 20220516

**Project:** Beecher Rd - Kendall County  
**Address:** PIN 02-18-400-002 & PIN 02-17-300-002, Kendall County

**Description:** Development of solar energy array

## Natural Resource Review Results

### Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Mottled Sculpin (*Cottus bairdii*)  
Mottled Sculpin (*Cottus bairdii*)

**An IDNR staff member will evaluate this information and contact you to request additional information or to terminate consultation if adverse effects are unlikely.**

#### Location

The applicant is responsible for the accuracy of the location submitted for the project.

**County:** Kendall

**Township, Range, Section:**

37N, 7E, 17

37N, 7E, 18



#### **IL Department of Natural Resources**

##### **Contact**

Kyle Burkwald  
217-785-5500  
Division of Ecosystems & Environment

#### **Government Jurisdiction**

Kendall County  
Matt Asselmeier  
111 West Fox Street  
Yorkville, Illinois 60560

#### **Disclaimer**

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

## **Terms of Use**

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

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EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

## **Privacy**

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.





## EcoCAT Receipt

**Project Code** 2213609

APPLICANT	DATE
-----------	------

GreenbergFarrow  
Marisa Kolman  
21 S. Evergreen Ave, Suite 200  
Arlington Heights, IL 60005

5/25/2022

DESCRIPTION	FEE	CONVENIENCE FEE	TOTAL PAID
-------------	-----	-----------------	------------

EcoCAT Consultation

\$ 125.00

\$ 2.81

\$ 127.81

TOTAL PAID

\$ 127.81

Illinois Department of Natural Resources  
One Natural Resources Way  
Springfield, IL 62702  
217-785-5500  
[dnr.ecocat@illinois.gov](mailto:dnr.ecocat@illinois.gov)



# Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
<http://dnr.state.il.us>

JB Pritzker, Governor

Colleen Callahan, Director

May 26, 2022

Marisa Kolman  
GreenbergFarrow  
21 S. Evergreen Ave, Suite 200  
Arlington Heights, IL 60005

**RE: Beecher Rd - Kendall County**  
**Project Number(s): 2213609 [20220516]**  
**County: Kendall**

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

Additionally, the Department recommends the applicant consider participation in the Solar Site Pollinator Scorecard program. More information can be found at the following website:

<https://www2.illinois.gov/dnr/conservation/PollinatorScoreCard/Pages/default.aspx>

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Kyle Burkwald  
Division of Ecosystems and Environment  
217-785-5500

### TRANSMITTAL LETTER

<b>TO:</b> GreenbergFarrow	<b>DATE:</b> July 22, 2022
21 South Evergreen Ave, Ste 200	<b>PROJECT:</b> Beecher Road
Arlington Heights, IL 60005	
<b>ATTN:</b> Ms. Marisa Kolman <a href="mailto:mkolman@greenbergfarrow.com">mkolman@greenbergfarrow.com</a> Ms. Keri Williams <a href="mailto:kwilliams@greenbergfarrow.com">kwilliams@greenbergfarrow.com</a>	ENCAP Project # 22-0513F

We are sending you:	Date of Enclosed Materials	# of Copies
2022 Wetland Delineation Report	July 22, 2022	PDF

CC:	Date of Enclosed Materials	# of Copies

Via: ☐ UPS Ground ☐ UPS Overnight ☐ U.S. Mail ☒ Electronic

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ For Approval ☐ As Requested ☒ For your review ☒ For your use

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: Susan Rowley, PWS, CWS, LEED AP  
[srowley@encapinc.net](mailto:srowley@encapinc.net)

**WETLAND DELINEATION REPORT**

**BEECHER ROAD**

**BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS**

**Prepared for:** GreenbergFarrow  
21 South Evergreen Avenue, Suite 200  
Arlington Heights, IL 60005  
Attn: Ms. Marisa Kolman  
Attn: Ms. Keri Williams

**Prepared by:** ENCAP, Inc.  
Ms. Susan Rowley, PWS, CWS, LEED AP

**Date Prepared:** July 22, 2022

**ENCAP, Inc. Project #:** 22-0513F



2585 Wagner Ct.  
DeKalb, IL 60115  
Phone: 815.748.4500  
Fax: 815.748.4255  
[www.encapinc.net](http://www.encapinc.net)

# **WETLAND DELINEATION REPORT**

## **Beecher Road / GreenbergFarrow**

### **Table of Contents**

	<b>Page Number</b>
Executive Summary	1
Project Purpose	2
Methods	3
Map Review	5
Specific Description of Identified Water Resources	6
Investigation of Farmed Areas and Slide Analysis Summary	8
Regulatory Statement	9
Recommendations	11
References	12

### **Attachments**

USFWS Section 7 Consult. Review Summary + Official Threatened & Endangered Species List

IDNR EcoCAT Natural Resource Review Results

Floristic Quality Data Sheets

Wetland Determination Data Forms

Site Photographs

USACE Antecedent Precipitation Tool Figure & Tables (2009, 2011, 2013 -WET, 2015, 2017, 2018, 06/14/2022)

Historical Aerial Photographs: 2009, 2011, 2013-WET, 2015, 2017, 2018

Exhibits

A – Location Map

B – National Wetlands Inventory

C – Soil Map

D – 2021 USGS Topographic Map

E – FEMA Flood Insurance Rate Map

F – ISHPO HARGIS Map

G – Aerial Photograph



## WETLAND DELINEATION REPORT

**Project Name and Client:** Beecher Road / GreenbergFarrow

**Project Number:** 22-0513F

**Location:** Illinois, Kendall County, Bristol Township, Plano, T37N R7E, Sections 17 & 18; Latitude 41.678819; Longitude -88.469278

**Date of Site Visit:** June 14, 2022

**Field Investigator:** S. Rowley, PWS, CWS, LEED AP

### EXECUTIVE SUMMARY

The project area (approximately 25 acres in size) is located in Plano, Kendall County, Illinois (Exhibit A: Location Map). The project area, as presented in this report, represents the property limits investigated by ENCAP, Inc. for the presence of regulated surface water resources. These limits do not necessarily reflect the boundaries of any proposed development activities. The project area is generally bounded by agricultural fields to the north, Burlington Northern Santa Fe (BNSF) Railroad line to the south, Rob Roy Creek to the east, and Beecher Road to the west. The project area is located within the Fox River watershed.

The project area consists of agricultural land used for the production of row crops, most recently planted with Corn (*Zea mays*). Rob Roy Creek and its associated wetland is located east of the site. The site does not contain any buildings or structures. The topography of the site is gently rolling.

Two farmed wetlands totaling 1.58 acres were identified on the project area. One off-site wetland/Rob Roy Creek were identified east of the site. The limits of farmed wetlands were identified using protocol established by the U.S. Department of Agriculture and were not field staked. The boundaries of the two farmed wetlands must be scaled from the Aerial Photograph onto a site survey.

Basic information regarding wetland regulations may be found in the Regulatory Statement portion of this report. Briefly, the U.S. Army Corps of Engineers (USACE) regulates all Waters of the United States that are currently or historically navigable and all wetlands that are connected to or associated with these. The Kendall County Stormwater Management Ordinance provides for the protection of wetlands and other depressional storage areas from damaging modifications and adverse changes in runoff quality and quantity associated with land developments. It appears that Farmed Wetlands 1 and 2 are isolated and therefore not regulated federally by the USACE. Farmed Wetlands 1 and 2 will be regulated by Kendall County. Off-Site Wetland 1/Rob Roy Creek will be considered federally jurisdictional due to its eventual connection to the Fox River downstream. The USACE will not enforce a buffer unless wetland impacts are proposed by the development project.

Based on a July 22, 2022 review of the U.S. Fish and Wildlife Service (USFWS) technical assistance website, sensitive (federally threatened or endangered) plant or animal species

habitat are not located on or adjacent to the project area and the proposed project will have “no effect” on those species (see attached USFWS Review Summary). Further consultation with this agency is not required for a Section 404 Permit from the USACE.

According to the Illinois Department of Natural Resources (IDNR), the following protected resources may be in the vicinity of the project location: Mottled Sculpin (*Cottus bairdii*). Further information and a review from the IDNR is forthcoming (see attached correspondence).

At the time of this wetland delineation report, current regulations state that this delineation is valid for 5 years from the field work date, June 14, 2022.

## **PROJECT PURPOSE**

The purpose of the site visit was to identify regulated surface water resources on, or within 100 feet of the project area. A floodplain determination was not included as part of our investigation. On-site wetland areas encountered were delineated using standard methods sanctioned by the United States Army Corps of Engineers in the Corps of Engineers Wetlands Delineation Manual (1987) and 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Northeast Region and the United States Department of Agriculture National Food Security Act Manual (1994 and 1996). Plant observations were made in order to calculate the Coefficient of Conservatism (c) and Floristic Quality Index (FQI) for each wetland plant community using the Chicago Region FQA Calculator (Herman, B., Sliwinski, R. and S. Whitaker. 2017).

## METHODS

### 1987 USACE Wetland Delineation Manual and 2010 Midwest Regional Supplement.

Prior to the site visit, a preliminary site evaluation is performed using aerial photography and natural resource mapping. Potential wetland areas identified by these resources are evaluated in the field to determine if they meet the requirements for a wetland based on the USACE parameters of vegetation, hydrology, and soils. In general, positive indication of each of the three parameters must be demonstrated to classify an area as wetland. Each of these parameters is discussed below.

- **Vegetation** – Three vegetative indicators are applied to plant communities in order to determine if the hydrophytic vegetation criterion is met.
  1. More than 50% of the dominant plant species across all strata must be hydrophytic (water tolerant). The U.S. Army Corps of Engineers has prepared a regional list of plants occurring in wetlands which assigns the plant species different indicators. Wetland plants fall into three indicator classes based on differing tolerances to water level and soil saturation. These indicators are rated obligate wetland (OBL), facultative wetland (FACW), or facultative (FAC). Dominant plant species are recorded at sample points within investigated areas.
  2. The prevalence index is 3.0 or less. The prevalence index is a weighted-average wetland indicator status of all plant species in a sampling plot. Each indicator status category is given a numeric value (OBL = 1, FACW = 2, FAC = 3, FACU = 4, and UPL = 5) and weighting is by abundance. A prevalence index of 3.0 or less indicates that hydrophytic vegetation is present. The prevalence index is used to determine whether hydrophytic vegetation is present on sites where indicators of hydric soil and wetland hydrology are present but the vegetation initially fails the dominance test.
  3. The plant community passes either the dominance test (Indicator 1) or the prevalence index (Indicator 2) after reconsideration of the indicator status of certain plant species that exhibit morphological adaptations for life in wetlands. Common morphological adaptations include but are not limited to adventitious roots, multi-stemmed trunks, shallow root systems developed on or near the soil surface, and buttressing in tree species. To apply this indicator, these morphological features must be observed on more than 50% of the individuals of a FACU species living in an area where indicators of hydric soil and wetland hydrology are present.
- **Hydrology** – To be considered a wetland, an area must have 14 or more consecutive days of flooding or ponding, or a water table 12 inches or less below the soil surface, during the growing season at a minimum frequency of 5 years in 10. Wetland hydrology indicators are divided into four groups as described below:
  - **Group A** – indicators are based on the direct observation of surface water or groundwater during a site visit.
  - **Group B** – consists of evidence that the site is subject to flooding or ponding, although it may not be inundated currently. These indicators include water marks, drift deposits, sediment deposits, and similar features.
  - **Group C** – consists of other evidence that the soil is saturated currently or was saturated recently. Some of these indicators, such as oxidized rhizopheres surrounding living roots and the presence of reduced iron or sulfur in the soil profile, indicate that the soil has been saturated for an extended period.

- **Group D** – consists of landscape and vegetation characteristics that indicate contemporary rather than historical wet conditions. These indicators include stunted or stressed plants, geomorphic position, and the FAC-neutral test.

Wetland hydrology indicators are intended as one-time observations of site conditions that are sufficient evidence of wetland hydrology. Within each group, indicators are divided into two categories – *primary* and *secondary*. One primary indicator from any group is sufficient to conclude that wetland hydrology is present. In the absence of a primary indicator, two or more secondary indicators from any group are required to conclude that wetland hydrology is present.

- **Soils** - To be considered a wetland, an area must contain hydric soil. Hydric soils are formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic (lacking oxygen) conditions in the upper part. Soils generally, but not always, will develop indicators that are formed predominantly by the accumulation or loss of iron, manganese, sulfur, or carbon compounds in a saturated and anaerobic environment. The most current edition of the United States Department of Agriculture, Natural Resource Conservation Service *Field Indicators of Hydric Soils in the United States* is used for identification of hydric soils. Field indicators of hydric soils include but are not limited to the presence of any of the following: histic epipedon, sulfidic odor, at least 2 centimeters of muck, depleted matrix, and/or redoximorphic features. Field indicators are usually examined in the top 24 inches of the soil. Soil colors are determined using *Munsell Soil Color Charts*.

Areas meeting these three criteria are staked in the field for surveying purposes. Boundaries are demarcated in the field with pink flagged pin stakes labeled “WETLAND DELINEATION.” Staked boundaries are mapped on an aerial photograph included in this report. Approximate off-site wetland boundaries are identified on the aerial photograph and were determined using available aerial photographs, wetland maps, and field observation.

### **Farmed Wetland Determinations.**

ENCAP, Inc. conducted a wetland determination on the farmed portion of the project area using National Food Security Act Manual (NFSAM) methodology. Aerial photographs are reviewed in order to identify potential farmed wetland signatures. The identified suspect areas are then field investigated to confirm that the areas are in fact wetlands. Copies of the aerial photographs used in identifying farmed wetlands are included in this report.

## MAP REVIEW

- The **National Wetlands Inventory** does not identify any water resources or wetlands within the project area (Exhibit B).
- The **Soil Map** identifies the following soils within the project area: Camden silt loam, 5 to 10 percent slopes, eroded (134C2), Brenton silt loam, 0 to 2 percent slopes (149A), Millbrook silt loam, 0 to 2 percent slopes (219A), Peotone silty clay loam, 0 to 2 percent slopes (330A), and Somonauk silt loam, 2 to 5 percent slopes (668B). Peotone silty clay loam is considered hydric in Kendall County (Exhibit C).
- The **2021 United States Geological Survey (USGS) Topographic Map** does not identify any surface drainage within the site; however, Rob Roy Creek is identified east of the site (Exhibit D).
- The **FEMA Flood Insurance Rate Map** identifies the project area outside the 500-year floodplain (Exhibit E).
- The **Illinois State Historic Preservation Office (ISHPO) Historic Architectural Resources Geographic Information System (HARGIS) Map** does not identify any properties or objects that have been listed in the National Register of Historic Places, determined eligible, or surveyed without determination within the project area (Exhibit F).



## **SPECIFIC DESCRIPTION OF IDENTIFIED WATER RESOURCES**

**Farmed Wetland 1.** This wetland (1.30 acres in total size) is located within the western portion of the project area. Farmed Wetland 1 exhibited wetland signatures in 5 out of 5 historic aerial photographs from years with normal precipitation. The location and acreage of Farmed Wetland 1 were determined through aerial photograph interpretation, and its boundaries were not field staked by ENCAP, Inc. Based on the definition of a high-quality aquatic resource, Farmed Wetland 1 would not be considered a high-quality aquatic resource. There were no waterfowl or amphibian species observed utilizing Farmed Wetland 1 while at the project area.

The buffer surrounding Farmed Wetland 1 consists entirely of agricultural fields. These buffers do not provide beneficial functions for the farmed wetland.

Farmed Wetland 1 appears to be isolated and therefore, not under the jurisdiction of the U.S. Army Corps of Engineers. Farmed Wetland 1 will be regulated by Kendall County under the Kendall County Stormwater Management Ordinance.

One sample point was established within Farmed Wetland 1 to characterize the vegetation, soils, and hydrology (Exhibit G: Aerial Photograph). Farmed Wetland 1 was primarily vegetated by planted Corn, but was largely unvegetated during the site visit. The mapped soil series is Peotone silty clay loam, 0 to 2 percent slopes (330A), a hydric soil. USDA field indicator A12: Thick Dark Surface provided evidence of hydric soil. Saturation, inundation visible on aerial imagery, sparsely vegetated concave surface, saturation visible on aerial imagery, stunted or stressed plants, geomorphic position, and historic aerial photograph interpretation provided evidence of persistent hydrology (See Wetland Determination Data Forms).

The native mean Coefficient of Conservatism ( $\hat{c}$ ) for Farmed Wetland 1 was 0.0, and the native Floristic Quality Index (FQI) of Farmed Wetland 1 was 0.0 (see attached Floristic Quality Data). These values indicate a low-quality plant community.

**Farmed Wetland 2.** This wetland (0.28 acres in total size) is located within the northern portion of the project area. Farmed Wetland 2 exhibited wetland signatures in 4 out of 5 historic aerial photographs from years with normal precipitation. The location and acreage of Farmed Wetland 2 were determined through aerial photograph interpretation, and its boundaries were not field staked by ENCAP, Inc. Based on the definition of a high-quality aquatic resource, Farmed Wetland 2 would not be considered a high-quality aquatic resource. There were no waterfowl or amphibian species observed utilizing Farmed Wetland 2 while at the project area.

The buffer surrounding Farmed Wetland 2 consists entirely of agricultural fields. These buffers do not provide beneficial functions for the farmed wetland.

Farmed Wetland 2 appears to be isolated and therefore, not under the jurisdiction of the U.S. Army Corps of Engineers. Farmed Wetland 2 will be regulated by Kendall County under the Kendall County Stormwater Management Ordinance.

One sample point was established within and adjacent to Farmed Wetland 2 to characterize the vegetation, soils, and hydrology (Exhibit G: Aerial Photograph). Farmed Wetland 2 was primarily vegetated by planted Corn, but was largely unvegetated during the site visit. The mapped soil series is Peotone silty clay loam, 0 to 2 percent slopes (330A), a hydric soil. USDA field indicator A12: Thick dark surface provided evidence of hydric soil. Inundation visible on aerial imagery, sparsely vegetated concave surface, surface soil cracks, saturation visible on aerial

imagery, stunted or stressed plants, geomorphic position, and a review of historic aerial photographs provided evidence of persistent hydrology (See Wetland Determination Data Forms).

The native mean Coefficient of Conservatism ( $\hat{c}$ ) for Farmed Wetland 2 was 0.25, and the native Floristic Quality Index (FQI) of Farmed Wetland 2 was 0.50 (see attached Floristic Quality Data). These values indicate a low-quality plant community.

**Off-Site Wetland 1.** This wetland is located off-site just east the eastern border of the project area. The wetland is associated with Rob Roy Creek, a tributary to the Fox River. Off-site Wetland 1 and its surrounding corridor is dominated by fast-growing trees and dense invasive shrubs, with intermittent herbaceous vegetation. The creek itself is approximately 10' in width, with 10-15' high banks and approximately 2-3' of water depth in the channel. No waterfowl or amphibian species were observed utilizing Off-site Wetland 1 while at the project area; however, White Tail Deer were observed on-site.

The buffer surrounding Off-Site Wetland 1 consists of agricultural lands and scrub-shrub vegetation. These buffers provide minimal beneficial functions for the wetland, including minimal wildlife habitat, overland flow filtration and infiltration.

Due to the direct hydrological connection to Rob Roy Creek and subsequently the Fox River, it may be assumed that Off-site Wetland 1 is jurisdictional by the USACE. Based on the definition of a high-quality aquatic resource, Off-Site Wetland 1 would not be considered a high-quality aquatic resource.

Off-Site Wetland 1 was primarily vegetated by Box Elder (*Acer negundo*) and Reed Canary Grass (*Phalaris arundinacea*). The mapped soil series is Peotone silty clay loam, 0 to 2 percent a hydric soil. The native mean Coefficient of Conservatism ( $\hat{c}$ ) for Off-Site Wetland 1 was 2.42, and the native Floristic Quality Index (FQI) of Off-Site Wetland 1 was 8.37 (see attached Floristic Quality Data). These values indicate a low-quality plant community.

## INVESTIGATION OF FARMED AREAS

During the field investigation the majority of the site consisted of agricultural land. ENCAP, Inc. evaluated Farm Service Agency (FSA) aerial photographs (slides) obtained from Google Earth year-by-year using NRCS wetland signature criteria. Wetland signatures consist of wetland vegetation, surface water, drowned-out crops, patches of greener vegetation, and avoided areas. Areas exhibiting wetland signatures in >50% or more of reviewed aerial photographs and containing hydric soil are considered farmed wetlands. Additionally, if areas do not exhibit wetland signatures in >50% or more of reviewed aerial photographs but do exhibit positive primary or secondary wetland hydrology indicators in the field with hydric soils, they are also considered farmed wetlands. See the attached aerial photographs for years reviewed and wetland signatures observed. Figures and tables from the U.S. Army Corps of Engineers Antecedent Precipitation Tool, which indicate the hydrologic conditions for each historic aerial image, are also attached.

<b>Table 1. Slide Analysis Summary GreenbergFarrow / Beecher Road</b>				
<b>Year</b>	<b>Google Earth Source</b>	<b>Precipitation</b>	<b>Sample Points</b>	
			Type of Signature / Corresponding Number	
			<b>A</b>	<b>B</b>
2009	Google Earth	Normal	CT / 2	N
2011	Google Earth	Normal	CT / 1	CT / 2
2015	Google Earth	Normal	CT / 1	CT / 2
2017	Google Earth	Normal	CT / 2	CT / 6
2018	Google Earth	Normal	CT / 1	CT / 2
2013	Google Earth	WET	CT / 1	CT / 2
Percent wetland signatures present in years with normal precipitation			100% (5/5)	80% (4/5)
Hydric soil present based on field inspection			Yes	Yes
Identified as wetland on the NWI			No	No
Qualifies as Farmed Wetland			Yes	Yes

INU = Inundation

CT = Color Tone Difference

SAT = Saturation

N = No Wetland Signatures Observed

Y = Yes / Identified

## REGULATORY STATEMENT

**Federal Regulations:** The deposition of dredged or fill materials into federally jurisdictional wetlands or Waters of the United States is regulated by the USACE under Section 404 of the Clean Water Act.

The Nationwide 39 Permit authorizes 0.10 acre or less of low quality wetlands to be filled without mitigation. If over 0.1 acre is proposed for filling or is subject to secondary impacts, in-kind mitigation may be required at a ratio of 1.5:1, or greater. The aggregate total loss of waters of the U.S. authorized by NWP 39 cannot exceed 0.5 acre or 300 linear feet of streambed.

Under the existing regulations, secondary impacts (both on-site and off-site) from filling also must be evaluated. Mitigation may be required at a higher rate if a project will significantly alter wetland functions such as stormwater detention, water filtration, sediment trapping, and/or wildlife habitat.

Before mitigation will be approved, reasonable proof that avoidance or minimization of wetland impacts has been attempted must be provided to the Corps.

A USACE permit is not required if the wetlands are avoided and construction erosion near wetlands is controlled.

**Kendall County Stormwater Management Ordinance:** On December 15, 2011, Kendall County adopted a Stormwater Management Ordinance, with a most recent update of May 18, 2021. The ordinance provides for the protection of wetlands and other depressional storage areas from damaging modifications and adverse changes in runoff quality and quantity associated with land developments.

Natural vegetation shall be retained and protected. Areas immediately adjacent to natural watercourses, lakes, ponds, and wetlands shall be left undisturbed during development to the greatest extent possible. Temporary crossings of watercourses, when permitted, must include appropriate watercourse and bank stabilization measures.

Special precautions shall be taken to prevent damages resulting from any necessary development activity within or adjacent to any stream, lake, pond, or wetland. Preventative measures shall reflect the sensitivity of these areas to erosion and sedimentation.

**Illinois Department of Natural Resources Agency Action Plans for Interagency Wetlands Policy Act of 1989:** The Illinois Interagency Wetlands Policy Act of 1989 is intended to ensure that there is no overall net loss of the State's existing wetland acres or their functional values resulting from State-supported activities. The Act charges State agencies with a further duty to "preserve, enhance and create wetlands where necessary to increase the quality and quantity of the State's wetland resource base."

The Interagency Wetlands Policy Act of 1989 states that any construction, land management or other activity performed by, or for which financial assistance is administered or provided by, a State agency that will result in an adverse impact to a wetland shall be subject to compliance. This includes, but is not limited to the following:

- The alteration, removal, excavation, or dredging of soil, sand, gravel, minerals, organic matter, vegetation, or naturally occurring minerals of any kind from a wetland;
- The discharge or deposit of fill material or dredged material in a wetland;
- The alteration of existing drainage characteristics, sedimentation patterns, or flood retention characteristics of a wetland;
- The disturbance of water level or water table of a wetland;
- The destruction or removal of plant life that would alter the character of a wetland, except for activities undertaken in accordance with the Illinois Noxious Weed Act;
- The transfer of State owned wetlands to any entity other than another state agency; and
- Other actions that cause or may cause adverse wetland impacts.

The Act is to be implemented through a State Wetland Mitigation Policy. The State Wetland Mitigation Policy requires preservation of wetlands as the primary objective. Where adverse wetland impacts are unavoidable, progressive levels of compensation based upon the level of impact to the existing wetland and the location of compensation wetlands are required.

**Archaeological Survey Requirements:** An archaeological survey may be required before a Section 404 permit will be issued for wetland impacts. The U.S. Army Corps of Engineers will make this determination as part of the permit application review. The archaeological survey must cover all areas of the project area, not wetlands only. If you already have a letter from the Illinois State Historic Preservation Office (ISHPO) stating an archaeological survey is required, you should act on it because the USACE will support this notification.



## **RECOMMENDATIONS**

Two farmed wetlands totaling 1.58 acres were identified on the project area. The boundaries of Farmed Wetlands 1 and 2 were not field staked by ENCAP, Inc. Farmed wetland boundaries must be scaled from the attached Aerial Photograph (Exhibit G) onto the property boundary survey.

The U.S. Army Corps of Engineers has the final authority in determining the jurisdictional status of the wetlands identified on site; however, it is very likely that Farmed Wetlands 1 and 2 will be considered non-jurisdictional/isolated. ENCAP, Inc. recommends that a copy of this report and a request for an approved jurisdictional determination are sent to the U.S. Army Corps of Engineers-Rock Island District. An Approved Jurisdictional Determination may take between 3-6 months to receive from the USACE offices.

If wetlands can be completely avoided by project development, a Letter of No Objection (LONO) / No Permit Required may be obtained from the USACE in lieu of an Approved Jurisdictional Determination. A LONO/No Permit Required letter may take between 2-3 months to receive from the USACE offices.

Any impacts to Farmed Wetland 1, Farmed Wetland 2, or Off-Site Wetland 1 will require U.S. Army Corps of Engineers and/or Kendall County notification and approval. ENCAP, Inc. can assist you with the request for jurisdictional determination/LONO/No Permit Required, permit applications, agency negotiations, wetland design plans, and mitigation plans which may be applicable to your project. The wetland consultant should be involved during the planning and design stages of the project to avoid complications with the agencies after the plan has been drafted. Proper planning regarding wetlands can reduce delays caused by the permitting process and costly changes in site plans.

## REFERENCES

- Cowardin, L.M., Carter, V., Golet, F.D., and LaRoe, E.T., 1979, "Classification of Wetlands and Deepwater Habitats of the United States," FWA/OBS-79/31, U.S. Fish & Wildlife Service, Office of Biological Services, Washington, D.C.
- Environmental Laboratory. 1987. "Corps of Engineers Wetlands Delineation Manual," Technical Report Y-87-1, U.S. Army Engineer Waterways Experiment Station, Vicksburg, MS.
- Herman, B., Sliwinski, R. and S. Whitaker. 2017. Chicago Region FQA (Floristic Quality Assessment) Calculator. U.S. Army Corps of Engineers, Chicago, IL.
- Illinois Department of Natural Resources. "Agency Action Plans for Interagency Wetlands Policy Act of 1989." <http://dnr.state.il.us/wetlands/ch6d.htm>.
- Kendall County Stormwater Management Ordinance. Adopted December 15, 2011. Revised October 15, 2019.
- Lichvar, R.W., D.L. Banks, W.N. Kirchner, and N.C. Melvin. 2016. The National Wetland Plant List: 2016 wetland ratings. Phytoneuron 2016-30: 1-17. Published 28 April 2016. ISSN 2153 733X.
- Munsell Soil Color Charts. 2020. GretagMacbeth, New Windsor, New York.
- Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online at the following link: <https://websoilsurvey.sc.egov.usda.gov/>. Accessed [06/23/2022].
- Swink F. and G. Wilhelm, 1994, "Plants of the Chicago Region", 4<sup>th</sup> Edition, Indianapolis: Indiana Academy of Science.
- United States Army Corps of Engineers 2010. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), U.S. Army Engineer Research and Development Center.
- United States Army Corps of Engineers 2016. National Wetland Plant List, version 3.3. [http://wetland\\_plants.usace.army.mil/](http://wetland_plants.usace.army.mil/) U.S. Army Corps of Engineers. Engineer Research and Development Center. Cold Regions Research and Engineering Laboratory, Hanover, NH.
- United States Department of Agriculture. 1994. National Food Security Act manual, 180-V-NFSAM, Third Edition, 2<sup>nd</sup> Amendment, December 20, 1996.
- United States Department of Agriculture, Natural Resources Conservation Service. 2018. Field Indicators of Hydric Soils in the United States, Version 8.2. L.M. Vasilas, G.W. Hurt, and J.F. Berkowitz (eds.). USDA, NRCS, in cooperation with the National Technical Committee for Hydric Soils.
- United States Department of the Army, Corps of Engineers, and U.S. Environmental Protection Agency, "Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in Rapanos v. United States & Carabell v. United States," December 2, 2008.

United States Department of the Army, Corps of Engineers, "Nationwide Permit Program," January 13, 2021.

United States Government, Joint Guidance From The Natural Resources Conservation Service And The Army Corps Of Engineers Concerning Wetland Determinations For The Clean Water Act And The Food Security Act Of 1985, March 25, 2005.

Wilhelm, G. and L. Rericha. 2017, "Flora of the Chicago Region: A Floristic and Ecological Synthesis", Indianapolis: Indiana Academy of Science.

**USFWS Section 7 Consultation Review Summary  
+ Official Threatened & Endangered Species List**

July 22, 2022

U.S. Fish and Wildlife Service  
Illinois-Iowa Field Office  
1511 47<sup>th</sup> Avenue  
Moline, IL 61265-7022

**Re: USFWS Review Summary - Section 7 Endangered Species Act Consultation**  
**Project: Beecher Road - Illinois, Kendall County, Bristol Township, Plano, T37N**  
**R7E, Sections 17 & 18; Latitude 41.678819; Longitude -88.469278**  
**ENCAP, Inc. project #22-0513F**  
**Client: GreenbergFarrow**

The project area consists of agricultural land used for the production of row crops, most recently planted with Corn (*Zea mays*). Rob Roy Creek and its associated wetland is located east of the site. The site does not contain any buildings or structures. The topography of the site is gently rolling. The proposed project includes the construction of a solar farm.

ENCAP, Inc. carefully reviewed the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPAC) technical assistance website on July 22, 2022, for federally listed threatened and endangered species. According to the website, 3 species are listed and may be present in Kendall County: the Indiana Bat, Northern Long-Eared Bat, and Eastern Prairie Fringed Orchid. Additionally, the Monarch Butterfly (*Danaus plexippus*) is included as a candidate species.

One major type of habitat exists on the project area. The entirety of the site is agricultural field, recently planted with Corn. Two farmed wetlands are located on the site; both are of low quality and do not harbor habitat for the above listed species.

None of the areas on-site contain suitable habitats for the Indiana Bat, Northern Long-Eared Bat, or Eastern Prairie Fringed Orchid. Therefore, ENCAP, Inc. concludes that the Beecher Road does not contain the aforementioned listed species, their habitats, or designated critical habitat and will have "no effect" on the aforementioned species.



Susan Rowley, PWS, CWS, LEED AP  
Assistant Vice President / Ecological Consulting Director  
ENCAP, Inc.





## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Illinois-Iowa Ecological Services Field Office  
Illinois & Iowa Ecological Services Field Office  
1511 47th Ave  
Moline, IL 61265-7022  
Phone: (309) 757-5800 Fax: (309) 757-5807

In Reply Refer To:  
Project Code: 2022-0066722  
Project Name: Beecher Road

July 22, 2022

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

### To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2))

(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

**Migratory Birds:** In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see <https://www.fws.gov/birds/policies-and-regulations.php>.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures see <https://www.fws.gov/birds/bird-enthusiasts/threats-to-birds.php>.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/birds/policies-and-regulations/executive-orders/e0-13186.php>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

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Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Wetlands

## Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

**Illinois-Iowa Ecological Services Field Office**

Illinois & Iowa Ecological Services Field Office

1511 47th Ave

Moline, IL 61265-7022

(309) 757-5800

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## Project Summary

Project Code: 2022-0066722

Event Code: None

Project Name: Beecher Road

Project Type: Power Gen - Solar

Project Description: Potential solar farm.

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@41.67854535,-88.46923531989498,14z>



Counties: Kendall County, Illinois

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## Endangered Species Act Species

There is a total of 4 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries<sup>1</sup>, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

## Mammals

NAME	STATUS
Indiana Bat <i>Myotis sodalis</i> There is <b>final</b> critical habitat for this species. The location of the critical habitat is not available. Species profile: <a href="https://ecos.fws.gov/ecp/species/5949">https://ecos.fws.gov/ecp/species/5949</a>	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/9045">https://ecos.fws.gov/ecp/species/9045</a>	Threatened

## Insects

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/9743">https://ecos.fws.gov/ecp/species/9743</a>	Candidate

## Flowering Plants

NAME	STATUS
Eastern Prairie Fringed Orchid <i>Platanthera leucophaea</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/601">https://ecos.fws.gov/ecp/species/601</a>	Threatened

## Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.





# USFWS National Wildlife Refuge Lands And Fish Hatcheries

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

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## Wetlands

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

THERE ARE NO WETLANDS WITHIN YOUR PROJECT AREA.

---

**IPaC User Contact Information**

Agency: ENCAP, Inc.  
Name: Susan Rowley  
Address: 2585 Wagner Court  
Address Line 2: --  
City: DeKalb  
State: IL  
Zip: 60115  
Email: srowley@encapinc.net  
Phone: 8157484500

---

## **IDNR EcoCAT Natural Resources Review Results**

*Applicant:* ENCAP, Inc.  
*Contact:* Susan Rowley  
*Address:* 2585 Wagner Court  
DeKalb, IL 60115

*IDNR Project Number:* 2301357  
*Date:* 07/22/2022  
*Alternate Number:* 22-0513F

*Project:* Beecher Road  
*Address:* Beecher Road, Plano

*Description:* Proposed solar farm.

## Natural Resource Review Results

### Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Mottled Sculpin (*Cottus bairdii*)  
Mottled Sculpin (*Cottus bairdii*)

**An IDNR staff member will evaluate this information and contact you to request additional information or to terminate consultation if adverse effects are unlikely.**

#### Location

The applicant is responsible for the accuracy of the location submitted for the project.

*County:* Kendall

*Township, Range, Section:*

37N, 7E, 17

37N, 7E, 18



#### **IL Department of Natural Resources**

##### **Contact**

Kyle Burkwald  
217-785-5500  
Division of Ecosystems & Environment

#### **Government Jurisdiction**

Kendall County  
Planning, Building, and Zoning  
111 W Fox Street  
Room 203  
Yorkville, Illinois 60560

#### **Disclaimer**

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.



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1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

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3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

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## EcoCAT Receipt

**Project Code** 2301357

APPLICANT	DATE
ENCAP, Inc. Susan Rowley 2585 Wagner Court DeKalb, IL 60115	7/22/2022

DESCRIPTION	FEE	CONVENIENCE FEE	TOTAL PAID
EcoCAT Consultation	\$ 125.00	\$ 2.81	\$ 127.81
		TOTAL PAID	\$ 127.81

Illinois Department of Natural Resources  
One Natural Resources Way  
Springfield, IL 62702  
217-785-5500  
[dnr.ecocat@illinois.gov](mailto:dnr.ecocat@illinois.gov)

## **Floristic Quality Data Sheets**

**SITE:** Beecher Road  
**LOCALE:** Farmed Wetland 1  
**BY:** S. Rowley  
**NOTES:** 6/14/2022

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C (NATIVE SPECIES)	0.00	SPECIES RICHNESS (ALL)	6
MEAN C (ALL SPECIES)	0.00	SPECIES RICHNESS (NATIVE)	1
MEAN C (NATIVE TREES) n/a		% NON-NATIVE	0.83
MEAN C (NATIVE SHRUBS) n/a		WET INDICATOR (ALL)	0.33
MEAN C (NATIVE HERBACEOUS)	0.00	WET INDICATOR (NATIVE)	-1.00
FQAI (NATIVE SPECIES)	0.00	% HYDROPHYTE (MIDWEST)	0.50
FQAI (ALL SPECIES)	0.00	% NATIVE PERENNIAL	0.00
ADJUSTED FQAI	0.00	% NATIVE ANNUAL	0.17
% C VALUE 0	1.00	% ANNUAL	0.67
% C VALUE 1-3	0.00	% PERENNIAL	0.33
% C VALUE 4-6	0.00		
% C VALUE 7-10	0.00		

SPECIES ACRONYM	SPECIES NAME (NWPL/ MOHLENBROCK)	SPECIES (SYNONYM)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	NC-NE WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
chealb	Chenopodium album	CHENOPODIUM ALBUM; Chenopodium missouriense	Lamb's-Quarters		0 FACU	FACU		1 Forb	Annual	Adventive
permac	Persicaria maculosa	PERSICARIA POLYGONUM	Lady's-Thumb		0 FACW	FAC		-1 Forb	Annual	Adventive
perpen	Persicaria pensylvanica	Polygonum pensylvanicum	Pinkweed		0 FACW	FACW		-1 Forb	Annual	Native
phaaru	Phalaris arundinacea	PHALARIS ARUNDINACEA	Reed Canary Grass		0 FACW	FACW		-1 Grass	Perennial	Adventive
veroff	Veronica officinalis	VERONICA OFFICINALIS	Common Gypsyweed		0 UPL	FACU		2 Forb	Perennial	Adventive
zeamay	Zea mays	ZEA MAYS	Corn		0 UPL	UPL		2 Grass	Annual	Adventive

**SITE:** Beecher Road  
**LOCALE:** Farmed Wetland 2  
**BY:** S. Rowley  
**NOTES:** 6/14/2022

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C (NATIVE SPECIES)	0.25	SPECIES RICHNESS (ALL)	7
MEAN C (ALL SPECIES)	0.14	SPECIES RICHNESS (NATIVE)	4
MEAN C (NATIVE TREES)	1.00	% NON-NATIVE	0.43
MEAN C (NATIVE SHRUBS) n/a		WET INDICATOR (ALL)	0.00
MEAN C (NATIVE HERBACEOUS)	0.00	WET INDICATOR (NATIVE)	-1.00
FQAI (NATIVE SPECIES)	0.50	% HYDROPHYTE (MIDWEST)	0.57
FQAI (ALL SPECIES)	0.38	% NATIVE PERENNIAL	0.29
ADJUSTED FQAI	1.89	% NATIVE ANNUAL	0.29
% C VALUE 0	0.86	% ANNUAL	0.57
% C VALUE 1-3	0.14	% PERENNIAL	0.43
% C VALUE 4-6	0.00		
% C VALUE 7-10	0.00		

SPECIES ACRONYM	SPECIES NAME (NWPL/ MOHLENBROCK)	SPECIES (SYNONYM)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	NC-NE WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
acesai	Acer saccharinum	saccharinum	Silver Maple		1 FACW	FACW	-1	Tree	Perennial	Native
broine	Bromus inermis	INERMIS	Smooth Brome		0 FACU	UPL	1	Grass	Perennial	Adventive
chealb	Chenopodium album	CHENOPODIU M ALBUM;	Lamb's-Quarters		0 FACU	FACU	1	Forb	Annual	Adventive
		Chenopodium missouriense								
cypesc	Cyperus esculentus	esculentus	Chufa		0 FACW	FACW	-1	Sedge	Perennial	Native
echcru	Echinochloa crus-galli	Echinochloa crusgalli	Large Barnyard Grass		0 FACW	FAC	-1	Grass	Annual	Native
perpen	Persicaria pensylvanica	Polygonum pensylvanicu m	Pinkweed		0 FACW	FACW	-1	Forb	Annual	Native
zeamay	Zea mays	ZEA MAYS	Corn		0 UPL	UPL	2	Grass	Annual	Adventive

**SITE:** Beecher Road  
Off-Site Wetland 1  
**LOCALE:** / Rob Roy Creek  
**BY:** S. Rowley  
**NOTES:** 6/14/2022

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C (NATIVE SPECIES)	2.42	SPECIES RICHNESS (ALL)	18
MEAN C (ALL SPECIES)	1.61	SPECIES RICHNESS (NATIVE)	12
MEAN C (NATIVE TREES)	1.00	% NON-NATIVE	0.33
MEAN C (NATIVE SHRUBS)	4.00	WET INDICATOR (ALL)	-0.06
MEAN C (NATIVE HERBACEOUS)	3.33	WET INDICATOR (NATIVE)	-0.25
FQAI (NATIVE SPECIES)	8.37	% HYDROPHYTE (MIDWEST)	0.72
FQAI (ALL SPECIES)	6.84	% NATIVE PERENNIAL	0.67
ADJUSTED FQAI	19.73	% NATIVE ANNUAL	0.00
% C VALUE 0	0.39	% ANNUAL	0.00
% C VALUE 1-3	0.44	% PERENNIAL	0.94
% C VALUE 4-6	0.11		
% C VALUE 7-10	0.06		

SPECIES ACRONYM	SPECIES NAME (NWPL/ MOHLENBROCK)	SPECIES (SYNONYM)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	NC-NE WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
		Acer negundo var. violaceum	Ash-Leaf Maple		0 FAC	FAC		0 Tree	Perennial	Native
aceneg	Acer negundo	Acer								
acesai	Acer saccharinum	saccharinum	Silver Maple		1 FACW	FACW		-1 Tree	Perennial	Native
apocan	Apocynum cannabinum	sibiricum	Indian-Hemp		2 FAC	FAC		0 Forb	Perennial	Native
		Celtis occidentalis	Common Hackberry		2 FAC	FAC		0 Tree	Perennial	Native
celocc	Celtis occidentalis	Geum								
geulac	Geum laciniatum	laciniatum	Rough Avens		3 FACW	FACW		-1 Forb	Perennial	Native
		Leersia oryzoides								
leory	Leersia oryzoides	oryzoides	Rice Cut Grass		3 OBL	OBL		-2 Grass	Perennial	Native
		LONICERA								
lonmaa	Lonicera maackii	MAACKII	Amur Honeysuckle		0 UPL	UPL		2 Shrub	Perennial	Adventive
		MELILOTUS								
mellof	Melilotus officinalis	ALBA	Yellow Sweet-Clover		0 FACU	FACU		1 Forb	Biennial	Adventive
		MORUS ALBA VAR.								
moralb	Morus alba	TATARICA	White Mulberry		0 FAC	FACU		0 Tree	Perennial	Adventive
		PHALARIS ARUNDINACEA								
phaaru	Phalaris arundinacea	A	Reed Canary Grass		0 FACW	FACW		-1 Grass	Perennial	Adventive
		RHAMNUS								
rhacat	Rhamnus cathartica	CATHARTICA	Buckthorn		0 FAC	FAC		0 Shrub	Perennial	Adventive
rhuhir	Rhus hirta	Rhus typhina	Staghorn Sumac		1 UPL	UPL		2 Tree	Perennial	Native
		Rudbeckia								
rudlac	Rudbeckia laciniata	laciniata	Coneflower		4 FACW	FACW		-1 Forb	Perennial	Native
		RUMEX								
rumcri	Rumex crispus	CRISPUS	Curly Dock		0 FAC	FAC		0 Forb	Perennial	Adventive
		Sambucus nigra								
samcan	Sambucus nigra ssp. canadensis	canadensis	Black Elder		4 FAC	FACW		-1 Shrub	Perennial	Native
		Solidago								
solalt	Solidago altissima	altissima	Tall Goldenrod		1 FACU	FACU		1 Forb	Perennial	Native
		Thalictrum								
thadio	Thalictrum dioicum	dioicum	Early Meadow-Rue		7 FACU	FACU		1 Forb	Perennial	Native
		Vitis riparia var. syrticola								
vitrip	Vitis riparia	var. syrticola	River-Bank Grape		1 FACW	FAC		-1 Vine	Perennial	Native



## **Wetland Determination Data Forms**

# WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Beecher Road City/County: Plano/Kendall Sampling Date: 6/14/2022

Applicant/Owner: GreenbergFarrow State: IL Sampling Point: A

Investigator(s) S. Rowley Section, Township, Range: S18 T37N R7E

Landform (hillslope, terrace, etc.): Agricultural Field Local Relief (concave, convex, none): Concave

Slope (%): 0 \*Lat: 41.678465 \*Long: -88.471680 Datum: Farmed Wetland 1

Soil Map Unit Name: Peotone silty clay loam, 0 to 2 percent slopes (330A) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☒ Soil ☒ Hydrology ☒ significantly disturbed? Are normal circumstances present? Yes ☐ No ☒

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

## SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Hydric Soils Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is the Sampled Area Within a Wetland? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Remarks: Precipitation data from the previous 3 months indicates the climatic/hydrologic conditions have been normal. Tiled and Tilled agriculture field. This area meets the hydric soils and hydrology criteria for farmed wetland status.</b>	
*Coordinates obtained from Google Earth.	

## VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status	
1. _____				<b>Dominance Test worksheet:</b> Number of Dominant Species That are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>0</u> (B) Percent of Dominant Species That are OBL, FACW, or FAC: <u>0</u> (A/B)
2. _____				
3. _____				
4. _____				
5. _____				
_____ = Total Cover				<b>Prevalence Index worksheet:</b> Total % Cover of: _____ Multiply by: OBL species _____ x 1 _____ FACW species _____ x 2 _____ FAC species _____ x 3 _____ FACU species _____ x 4 _____ UPL species _____ x 5 _____ TOTALS (A) _____ (B) _____ Prevalence Index (B/A) = _____
<b>Sapling/Shrub Stratum (Plot size: 15')</b>				
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
_____ = Total Cover				<b>Hydrophytic Vegetation Indicators:</b> <input type="checkbox"/> Rapid Test for Hydrophytic Vegetation <input type="checkbox"/> Dominance Test is >50% <input type="checkbox"/> Prevalence Index is ≤ 3.0 <sup>1</sup> <input type="checkbox"/> Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet) <input type="checkbox"/> Problematic Hydrophytic Vegetation <sup>1</sup> (Explain) <sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
<b>Herb Stratum (Plot size: 5')</b>				
1. <u>Chenopodium album</u>	2	N	FACU	
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				
7. _____				
8. _____				
9. _____				
10. _____				
_____ = Total Cover				
<b>Woody Vine Stratum (Plot size: 30')</b>				
1. _____				
2. _____				
_____ = Total Cover				
<b>Remarks:</b> (Include photo numbers here or on a separate sheet) Photograph 1				

## SOIL

Sampling Point A**Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators)**

Depth (Inches)	Matrix		Redox Features		Type <sup>1</sup>	Loc <sup>2</sup>	Texture	Remarks
	Color (Moist)	%	Color (Moist)	%				
<u>0-16</u>	<u>10YR 2/1</u>	<u>100</u>					<u>SiCL</u>	
<u>16-28</u>	<u>10YR 2/1</u>	<u>95</u>	<u>10YR 5/2</u>	<u>5</u>	<u>D</u>	<u>M</u>	<u>SiC</u>	
<u>28-32</u>	<u>10YR 5/2</u>	<u>95</u>	<u>10YR 5/6</u>	<u>5</u>	<u>C</u>	<u>M</u>	<u>C</u>	

<sup>1</sup>Type: C = Concentration, D = Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains    <sup>2</sup>Locaton: PL =Pore Lining, M = Matrix**Hydric Soil Indicators**

- ☐ Histosol (A1)  
☐ Histic Epipedon (A2)  
☐ Black Histic (A3)  
☐ Hydrogen Sulfide (A4)  
☐ Stratified Layers (A5)  
☐ 2 cm Muck (A10)  
☐ Depleted below Dark Surface (A11)  
☒ Thick Dark Surface (A12)  
☐ Sandy Mucky Mineral (S1)  
☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)  
☐ Sandy Redox (S5)  
☐ Stripped Matrix (S6)  
☐ Loamy Mucky Mineral (F1)  
☐ Loamy Gleyed Matrix (F2)  
☐ Depleted Matrix (F3)  
☐ Redox Dark Surface (F6)  
☐ Depleted Dark Surface (F7)  
☐ Redox Depressions (F8)

**Indicators for Problematic Hydric Soils<sup>3</sup>**

- ☐ Coast Prairie Redox (A16)  
☐ Dark Surface (S7)  
☐ Iron- Manganese Masses (F12)  
☐ Very Shallow Dark Surface (TF12)  
☐ Other (Explain in Remarks)

<sup>3</sup> Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.**Restrictive Layer (if observed)**

Type: \_\_\_\_\_

Depth: \_\_\_\_\_

**Hydric Soil Present?** Yes ☒ No ☐**Remarks:**

## HYDROLOGY

**Wetland Hydrology Indicators:**

Primary Indicators (Minimum of one is required: check all that apply)

- ☐ Surface Water (A1)  
☐ High Water Table (A2)  
☒ Saturation (A3)  
☐ Water Marks (B1)  
☐ Sediment Deposits (B2)  
☐ Drift Deposits (B3)  
☐ Algal Mat or Crust (B4)  
☐ Iron Deposits (B5)  
☒ Inundation Visible on Aerial Imagery (B7)  
☒ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)  
☐ Aquatic Fauna (B 3)  
☐ True Aquatic Plants (B14)  
☐ Hydrogen Sulfide Odor (C1)  
☐ Oxidized Rhizospheres on Living Roots (C3)  
☐ Presence of Reduced Iron (C4)  
☐ Recent Iron Reduction in Tilled Soils (C6)  
☐ Thin Muck Surface (C7)  
☐ Gauge or Well Data (D9)  
☒ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)  
☐ Drainage Patterns (B10)  
☐ Dry-Season Water Table (C2)  
☐ Crayfish Burrows (C8)  
☒ Saturation Visible on Aerial Imagery (C9)  
☒ Stunted or Stressed Plants (D1)  
☒ Geomorphic Position (D2)  
☐ FAC-Neutral Test (D5)

**Field Observations:**

Surface Water Present? Yes ☐ No ☒ Depth (inches) N/A

Water Table Present? Yes ☐ No ☒ Depth (inches) N/A

Saturation Present? Yes ☒ No ☐ Depth (inches) Surface

(includes capillary fringe)

**Wetland Hydrology Present?** Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

**Remarks:** This area displayed wetland signatures during 5 of 5 reviewed historic aerial photographs with normal precipitation.



# WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Beecher Road City/County: Plano/Kendall Sampling Date: 6/14/2022

Applicant/Owner: GreenbergFarrow State: IL Sampling Point: B

Investigator(s) S. Rowley Section, Township, Range: S18 T37N R7E

Landform (hillslope, terrace, etc.): Agricultural Field Local Relief (concave, convex, none): Concave

Slope (%): 0 \*Lat: 41.679697 \*Long: -88.468718 Datum: Farmed Wetland 2

Soil Map Unit Name: Peotone silty clay loam, 0 to 2 percent slopes (330A) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☒ Soil ☒ Hydrology ☒ significantly disturbed? Are normal circumstances present? Yes ☐ No ☒

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

## SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the Sampled Area Within a Wetland?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Hydric Soils Present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Wetland Hydrology Present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
<b>Remarks: Precipitation data from the previous 3 months indicates the climatic/hydrologic conditions have been normal. Tiled and Tilled agriculture field. This area meets the hydric soils and hydrology criteria for farmed wetland status.</b>			
*Coordinates obtained from Google Earth.			

## VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1.				
2.				
3.				
4.				
5.				
		_____ = Total Cover		
Sapling/Shrub Stratum	(Plot size: 15')			
1.				
2.				
3.				
4.				
5.				
		_____ =Total Cover		
Herb Stratum	(Plot size: 5')			
1.	<u>Zea mays</u>	<u>1</u>	<u>N</u>	<u>UPL</u>
2.	<u>Chenopodium album</u>	<u>1</u>	<u>N</u>	<u>FACU</u>
3.	<u>Acer saccharinum</u>	<u>1</u>	<u>N</u>	<u>FACW</u>
4.				
5.				
6.				
7.				
8.				
9.				
10.				
		<u>3</u> =Total Cover		
Woody Vine Stratum	(Plot size: 30' )			
1.				
2.				
		_____ =Total Cover		

**Dominance Test worksheet:**  
 Number of Dominant Species That are OBL, FACW, or FAC: 0 (A)  
 Total Number of Dominant Species Across All Strata: 0 (B)  
 Percent of Dominant Species That are OBL, FACW, or FAC: 0 (A/B)

**Prevalence Index worksheet:**  
 Total % Cover of: \_\_\_\_\_ Multiply by:  
 OBL species \_\_\_\_\_ x 1 \_\_\_\_\_  
 FACW species \_\_\_\_\_ x 2 \_\_\_\_\_  
 FAC species \_\_\_\_\_ x 3 \_\_\_\_\_  
 FACU species \_\_\_\_\_ x 4 \_\_\_\_\_  
 UPL species \_\_\_\_\_ x 5 \_\_\_\_\_  
 TOTALS (A) \_\_\_\_\_ (B) \_\_\_\_\_  
 Prevalence Index (B/A) = \_\_\_\_\_

**Hydrophytic Vegetation Indicators:**  
☐ Rapid Test for Hydrophytic Vegetation  
☐ Dominance Test is >50%  
☐ Prevalence Index is ≤ 3.0<sup>1</sup>  
☐ Morphological Adaptations<sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)  
☐ Problematic Hydrophytic Vegetation<sup>1</sup> (Explain)  
<sup>1</sup>Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

**Hydrophytic Vegetation Present?** Yes ☐ No ☒

**Remarks:** (Include photo numbers here or on a separate sheet)  
 Photograph 5

## SOIL

Sampling Point B**Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators)**

Depth (Inches)	Matrix		Redox Features		Type <sup>1</sup>	Loc <sup>2</sup>	Texture	Remarks
	Color (Moist)	%	Color (Moist)	%				
<u>0-36</u>	<u>10YR 2/1</u>	<u>100</u>					<u>SiC</u>	
<u>36-40</u>	<u>10YR 5/2</u>	<u>95</u>	<u>10YR 5/6</u>	<u>5</u>	<u>C</u>	<u>M</u>	<u>C</u>	

<sup>1</sup>Type: C = Concentration, D = Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains<sup>2</sup>Locaton: PL = Pore Lining, M = Matrix**Hydric Soil Indicators**

- ☐ Histosol (A1)  
☐ Histic Epipedon (A2)  
☐ Black Histic (A3)  
☐ Hydrogen Sulfide (A4)  
☐ Stratified Layers (A5)  
☐ 2 cm Muck (A10)  
☐ Depleted below Dark Surface (A11)  
☒ Thick Dark Surface (A12)  
☐ Sandy Mucky Mineral (S1)  
☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)  
☐ Sandy Redox (S5)  
☐ Stripped Matrix (S6)  
☐ Loamy Mucky Mineral (F1)  
☐ Loamy Gleyed Matrix (F2)  
☐ Depleted Matrix (F3)  
☐ Redox Dark Surface (F6)  
☐ Depleted Dark Surface (F7)  
☐ Redox Depressions (F8)

**Indicators for Problematic Hydric Soils<sup>3</sup>**

- ☐ Coast Prairie Redox (A16)  
☐ Dark Surface (S7)  
☐ Iron- Manganese Masses (F12)  
☐ Very Shallow Dark Surface (TF12)  
☐ Other (Explain in Remarks)

<sup>3</sup> Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.**Restrictive Layer (if observed)**

Type: \_\_\_\_\_

Depth: \_\_\_\_\_

**Hydric Soil Present?** Yes ☒ No ☐**Remarks:**

## HYDROLOGY

**Wetland Hydrology Indicators:**

Primary Indicators (Minimum of one is required: check all that apply)

- ☐ Surface Water (A1)  
☐ High Water Table (A2)  
☐ Saturation (A3)  
☐ Water Marks (B1)  
☐ Sediment Deposits (B2)  
☐ Drift Deposits (B3)  
☐ Algal Mat or Crust (B4)  
☐ Iron Deposits (B5)  
☒ Inundation Visible on Aerial Imagery (B7)  
☒ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)  
☐ Aquatic Fauna (B 3)  
☐ True Aquatic Plants (B14)  
☐ Hydrogen Sulfide Odor (C1)  
☐ Oxidized Rhizospheres on Living Roots (C3)  
☐ Presence of Reduced Iron (C4)  
☐ Recent Iron Reduction in Tilled Soils (C6)  
☐ Thin Muck Surface (C7)  
☐ Gauge or Well Data (D9)  
☒ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☒ Surface Soil Cracks (B6)  
☐ Drainage Patterns (B10)  
☐ Dry-Season Water Table (C2)  
☐ Crayfish Burrows (C8)  
☒ Saturation Visible on Aerial Imagery (C9)  
☒ Stunted or Stressed Plants (D1)  
☒ Geomorphic Position (D2)  
☐ FAC-Neutral Test (D5)

**Field Observations:**

Surface Water Present? Yes ☐ No ☒ Depth (inches) N/A

Water Table Present? Yes ☐ No ☒ Depth (inches) N/A


Saturation Present? Yes ☐ No ☒ Depth (inches) N/A  
 (includes capillary fringe)

**Wetland Hydrology Present?** Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

**Remarks:** This area displayed wetland signatures during 4 of 5 reviewed historic aerial photographs with normal precipitation.

## **Site Photographs**

<b>PHOTOGRAPH 1</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Farmed Wetland 1 Sample Point A  Facing North	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

<b>PHOTOGRAPH 2</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Farmed Wetland 1 Overview  Facing Northwest	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	




<b>PHOTOGRAPH 3</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Farmed Wetland 1 Overview  Facing North	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

Jun 14, 2022 1:58:00 PM  
 41.67822737N 88.47170044W  
 357° N

<b>PHOTOGRAPH 4</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Farmed Wetland 1 Overview  Facing Northeast	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

Jun 14, 2022 1:58:02 PM  
 41.67823848N 88.47169336W  
 51° NE

<b>PHOTOGRAPH 5</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Farmed Wetland 2 Sample Point B  Facing West	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

<b>PHOTOGRAPH 6</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Farmed Wetland 2 Overview  Facing Southeast	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	




<b>PHOTOGRAPH 7</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Farmed Wetland 2 Overview  Facing South	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

<b>PHOTOGRAPH 8</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Offsite Wetland 1/Rob Roy Creek  Facing East	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	



<b>PHOTOGRAPH 9</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Offsite Wetland 1 / Rob Roy Creek  Facing Southeast	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

<b>PHOTOGRAPH 10</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Offsite Wetland 1 / Rob Roy Creek  Facing East	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	



<b>PHOTOGRAPH 11</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Site Overview (western boundary)  Facing South	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

<b>PHOTOGRAPH 12</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Site Overview  Facing Southeast	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

<b>PHOTOGRAPH 13</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Site Overview (northern boundary)  Facing East	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

<b>PHOTOGRAPH 14</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Site Overview  Facing Southwest	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	




<b>PHOTOGRAPH 15</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Site Overview (eastern boundary)  Facing South	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

<b>PHOTOGRAPH 16</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Site Overview  Facing North	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

<b>PHOTOGRAPH 17</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Site Overview  Facing West	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

<b>PHOTOGRAPH 18</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Site Overview (southern boundary)  Facing Southwest	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	



<b>PHOTOGRAPH 19</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Site Overview (railroad right-of-way, no wetland)  Facing Southeast	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

<b>PHOTOGRAPH 20</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Site Overview  Facing East	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

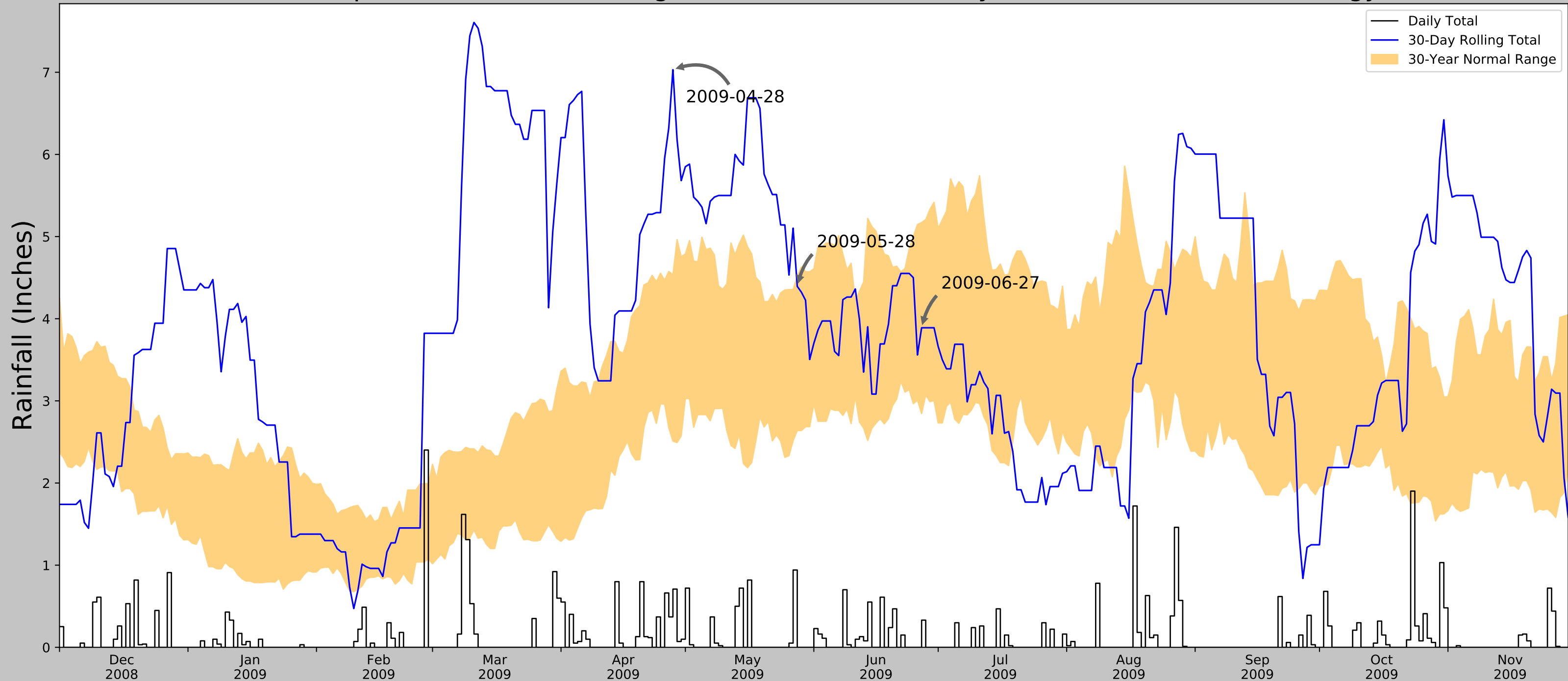
<b>PHOTOGRAPH 21</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Beecher Road Right-of-Way (no wetland)  Facing North	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

<b>PHOTOGRAPH 22</b>	
<b>DESCRIPTION:</b>  Beecher Road / GreenbergFarrow  Site Overview  Facing Northeast	
<b>DATE PHOTO TAKEN:</b>  June 14, 2022	

**USACE Antecedent Precipitation Tool Figure & Tables (2009, 2011, 2013-  
WET, 2015, 2017, 2018, 06/14/2022)**

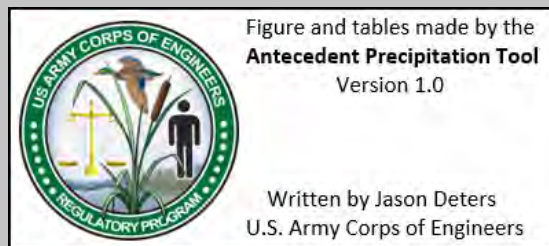


# Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



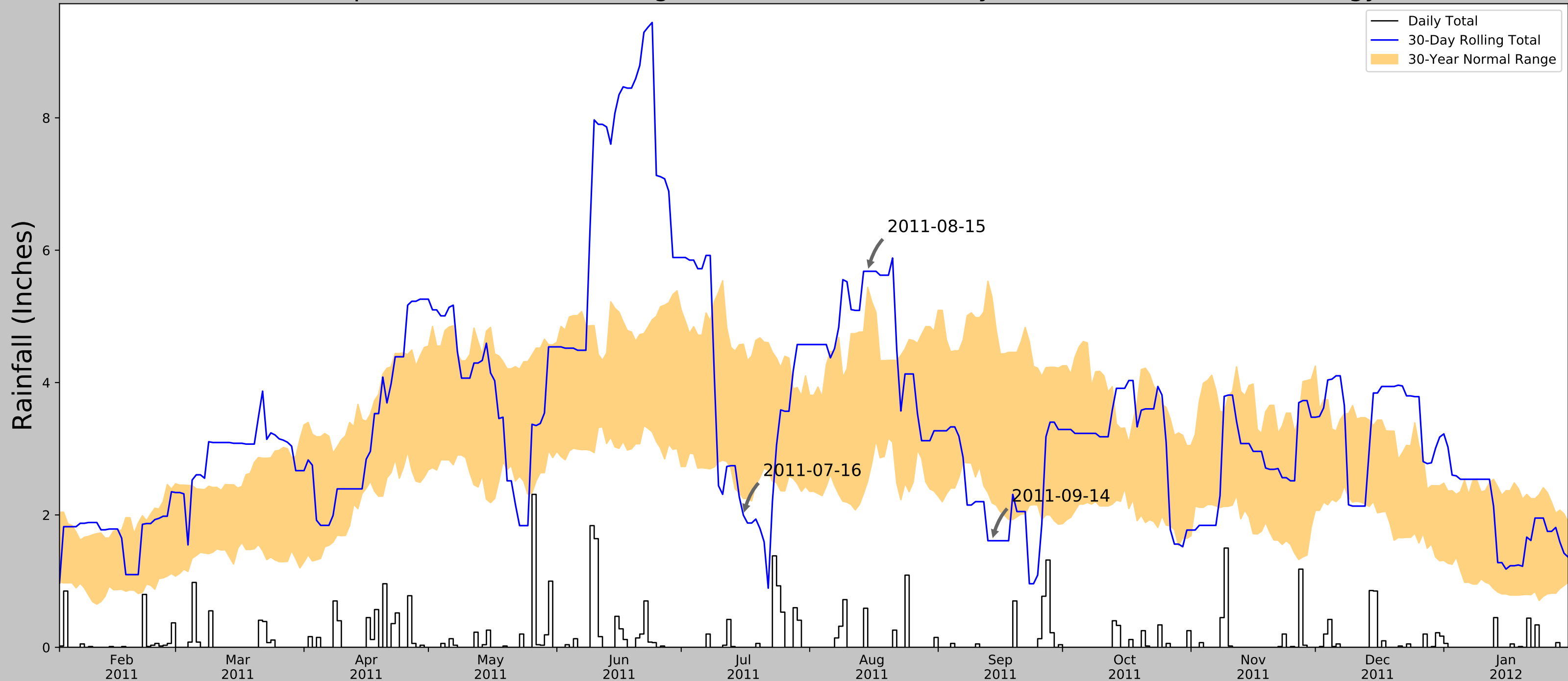
Coordinates	41.678819, -88.469278
Observation Date	2009-06-27
Elevation (ft)	643.07
Drought Index (PDSI)	Extreme wetness
WebWIMP H <sub>2</sub> O Balance	Dry Season

30 Days Ending	30 <sup>th</sup> %ile (in)	70 <sup>th</sup> %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2009-06-27	2.845276	5.170473	3.889764	Normal	2	3	6
2009-05-28	2.637795	4.520866	4.393701	Normal	2	2	4
2009-04-28	2.509843	4.535433	7.031496	Wet	3	1	3
Result							Normal Conditions - 13



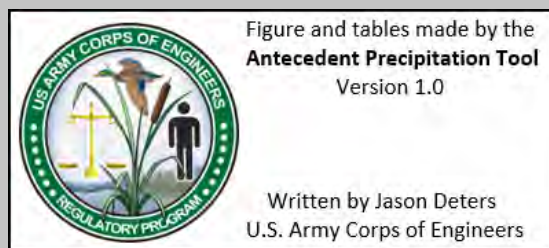
Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
AURORA	41.7803, -88.3092	660.105	10.83	17.035	5.058	11025	90
PLANO	41.6519, -88.5292	588.911	3.609	54.159	1.82	1	0
CHICAGO AURORA MUNI AP	41.77, -88.4814	709.974	6.331	66.904	3.273	4	0
ELWOOD 8 NW	41.5167, -88.1667	600.066	19.233	43.004	9.482	21	0
WHEATON 3 SE	41.8128, -88.0728	680.118	22.437	37.048	10.928	271	0
JOLIET BRANDON RD DAM	41.5033, -88.1033	542.979	22.466	100.091	12.358	31	0

# Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



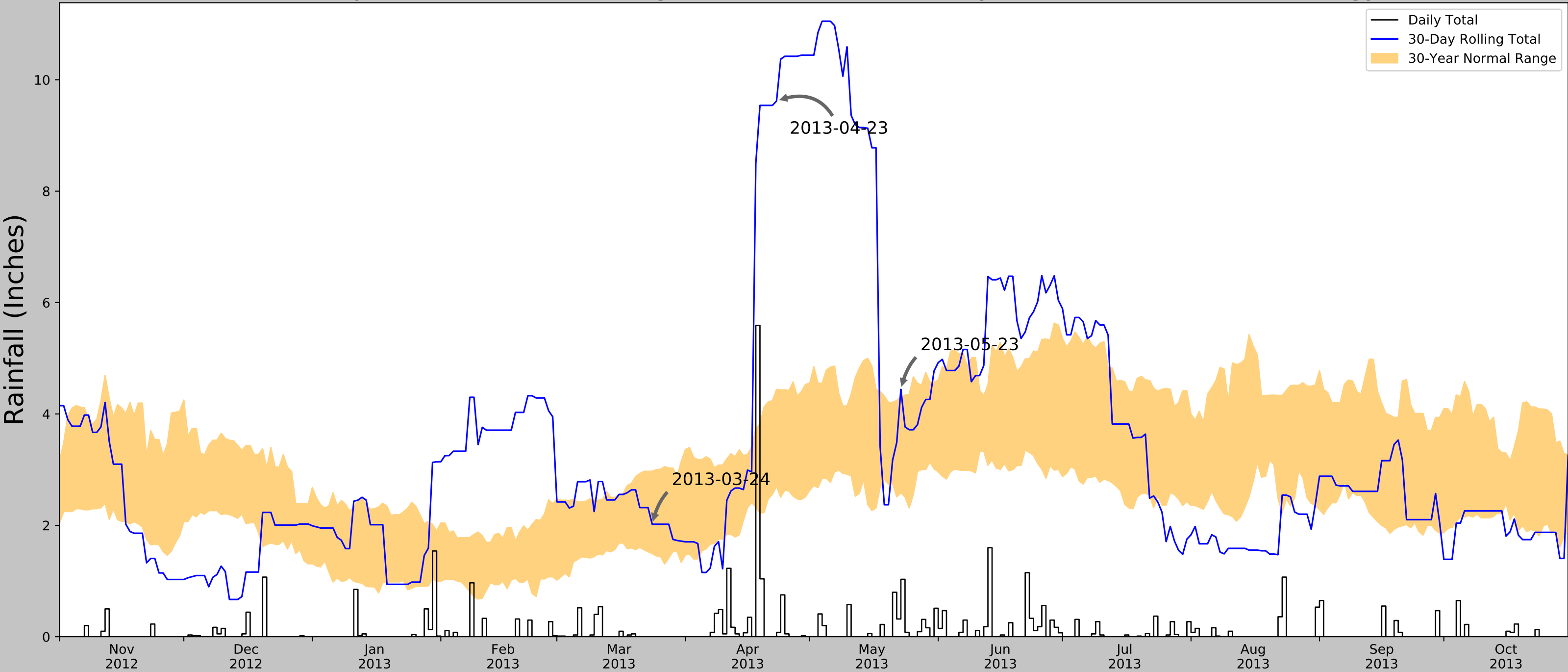
Coordinates	41.678819, -88.469278
Observation Date	2011-09-14
Elevation (ft)	643.07
Drought Index (PDSI)	Severe wetness
WebWIMP H <sub>2</sub> O Balance	Wet Season

30 Days Ending	30 <sup>th</sup> %ile (in)	70 <sup>th</sup> %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2011-09-14	2.181102	5.291732	1.610236	Dry	1	3	3
2011-08-15	2.509843	5.438977	5.681103	Wet	3	2	6
2011-07-16	2.247638	4.580709	1.996063	Dry	1	1	1
Result							Normal Conditions - 10



Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
AURORA	41.7803, -88.3092	660.105	10.83	17.035	5.058	11025	90
PLANO	41.6519, -88.5292	588.911	3.609	54.159	1.82	1	0
CHICAGO AURORA MUNI AP	41.77, -88.4814	709.974	6.331	66.904	3.273	4	0
ELWOOD 8 NW	41.5167, -88.1667	600.066	19.233	43.004	9.482	21	0
WHEATON 3 SE	41.8128, -88.0728	680.118	22.437	37.048	10.928	271	0
JOLIET BRANDON RD DAM	41.5033, -88.1033	542.979	22.466	100.091	12.358	31	0

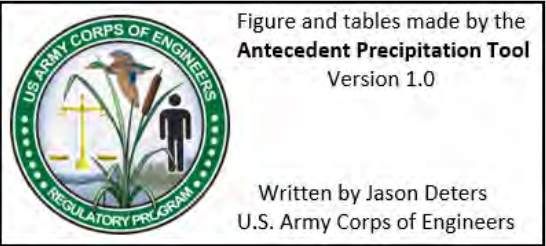
Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	41.678819, -88.469278
Observation Date	2013-05-23
Elevation (ft)	643.07
Drought Index (PDSI)	Moderate wetness
WebWIMP H <sub>2</sub> O Balance	Wet Season

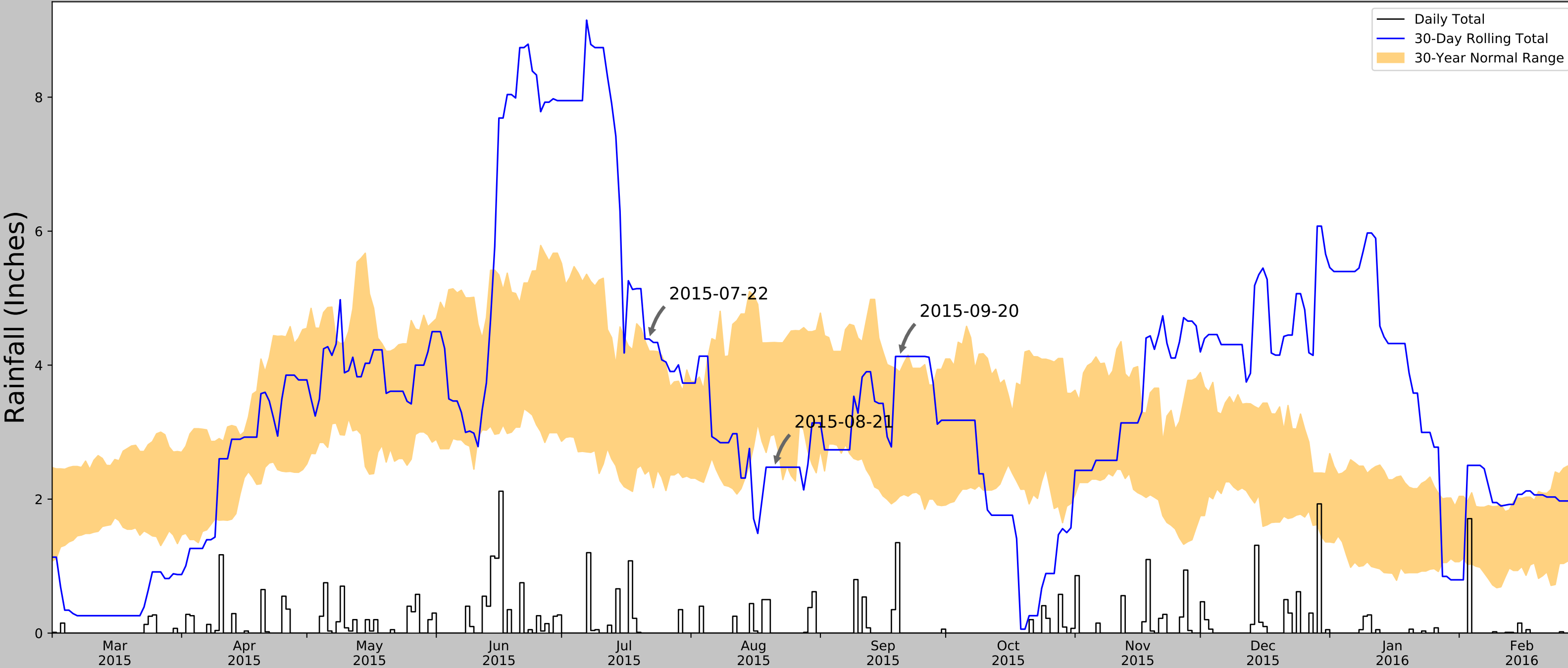
30 Days Ending	30 <sup>th</sup> %ile (in)	70 <sup>th</sup> %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2013-05-23	2.586614	4.301575	4.440945	Wet	3	3	9
2013-04-23	2.700787	4.440551	9.618111	Wet	3	2	6
2013-03-24	1.492126	2.973228	2.019685	Normal	2	1	2
Result							Wetter than Normal - 17

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
AURORA	41.7803, -88.3092	660.105	10.83	17.035	5.058	11083	89
YORKVILLE 1.1 W	41.6413, -88.4696	629.921	2.592	13.149	1.2	2	1
YORKVILLE 0.7 NE	41.6486, -88.4362	640.092	2.697	2.978	1.222	1	0
PLANO	41.6519, -88.5292	588.911	3.609	54.159	1.82	1	0
CHICAGO AURORA MUNI AP	41.77, -88.4814	709.974	6.331	66.904	3.273	4	0
ELWOOD 8 NW	41.5167, -88.1667	600.066	19.233	43.004	9.482	21	0
WHEATON 3 SE	41.8128, -88.0728	680.118	22.437	37.048	10.928	210	0
JOLIET BRANDON RD DAM	41.5033, -88.1033	542.979	22.466	100.091	12.358	31	0





Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	41.678819, -88.469278
Observation Date	2015-09-20
Elevation (ft)	643.07
Drought Index (PDSI)	Moderate wetness
WebWIMP H <sub>2</sub> O Balance	Wet Season

30 Days Ending	30 <sup>th</sup> %ile (in)	70 <sup>th</sup> %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2015-09-20	2.041732	3.896851	4.129921	Wet	3	3	9
2015-08-21	2.967323	4.338189	2.476378	Dry	1	2	2
2015-07-22	2.431102	4.209843	4.389764	Wet	3	1	3
Result							Normal Conditions - 14

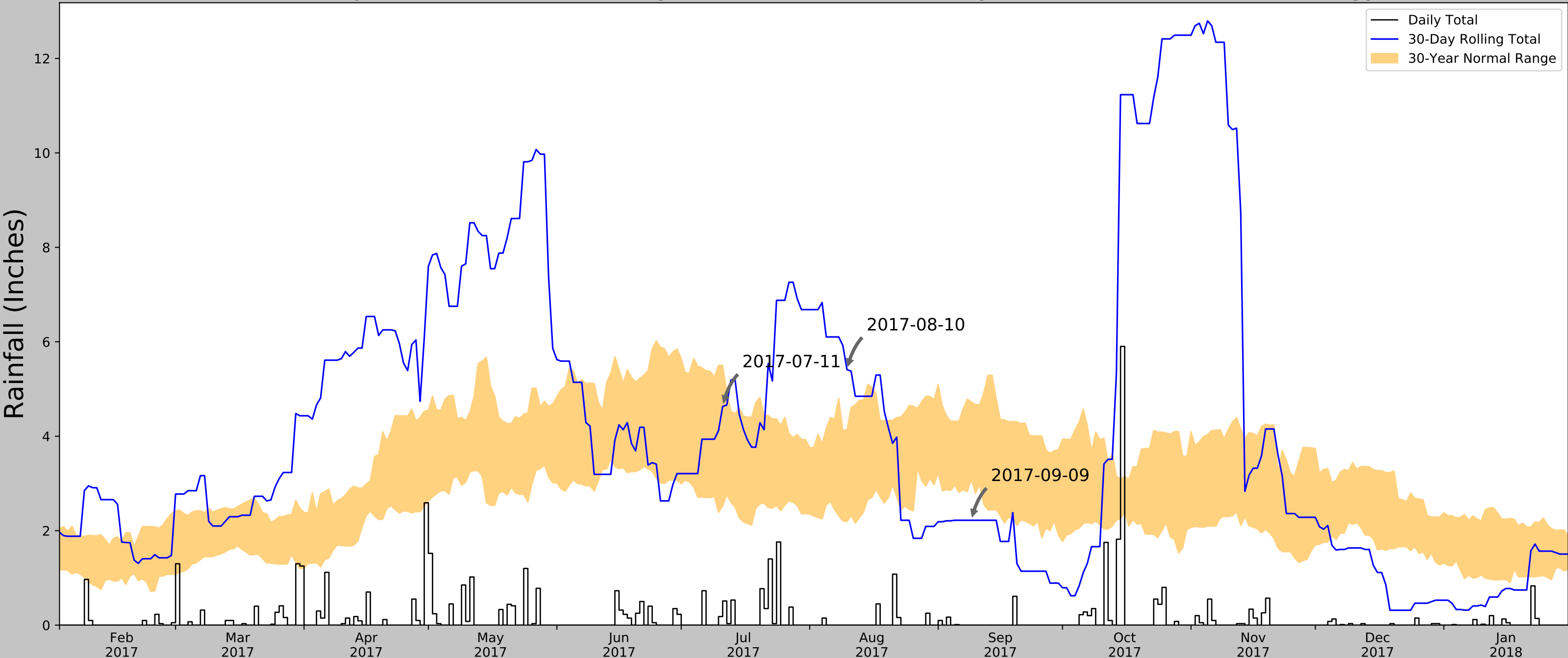
Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
AURORA	41.7803, -88.3092	660.105	10.83	17.035	5.058	11080	90
YORKVILLE 1.1 W	41.6413, -88.4696	629.921	2.592	13.149	1.2	4	0
YORKVILLE 0.7 NE	41.6486, -88.4362	640.092	2.697	2.978	1.222	2	0
YORKVILLE 0.2 WSW	41.6414, -88.4502	610.892	2.767	32.178	1.334	1	0
PLANO	41.6519, -88.5292	588.911	3.609	54.159	1.82	1	0
CHICAGO AURORA MUNI AP	41.77, -88.4814	709.974	6.331	66.904	3.273	4	0
ELWOOD 8 NW	41.5167, -88.1667	600.066	19.233	43.004	9.482	21	0
WHEATON 3 SE	41.8128, -88.0728	680.118	22.437	37.048	10.928	209	0
JOLIET BRANDON RD DAM	41.5033, -88.1033	542.979	22.466	100.091	12.358	31	0



Figure and tables made by the  
**Antecedent Precipitation Tool**  
Version 1.0

Written by Jason Deters  
U.S. Army Corps of Engineers

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network

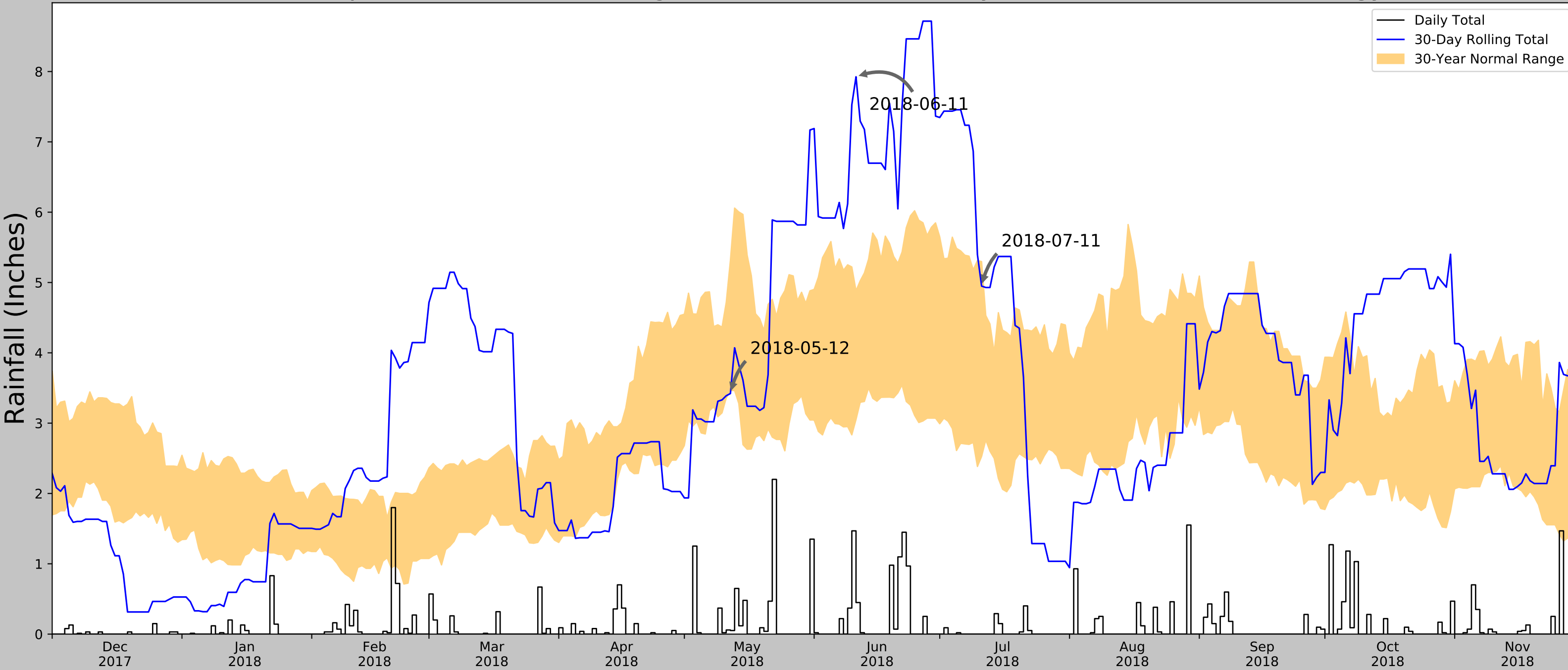


Coordinates	41.678819, -88.469278
Observation Date	2017-09-09
Elevation (ft)	643.07
Drought Index (PDSI)	Moderate wetness
WebWIMP H <sub>2</sub> O Balance	Wet Season

30 Days Ending	30 <sup>th</sup> %ile (in)	70 <sup>th</sup> %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2017-09-09	3.085433	4.726772	2.220473	Dry	1	3	3
2017-08-10	2.191732	4.137402	5.409449	Wet	3	2	6
2017-07-11	2.525984	5.501969	4.629921	Normal	2	1	2
Result							Normal Conditions - 11

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
AURORA	41.7803, -88.3092	660.105	10.83	17.035	5.058	11079	90
YORKVILLE 1.1 W	41.6413, -88.4696	629.921	2.592	13.149	1.2	4	0
YORKVILLE 0.7 NE	41.6486, -88.4362	640.092	2.697	2.978	1.222	2	0
YORKVILLE 0.2 WSW	41.6414, -88.4502	610.892	2.767	32.178	1.334	1	0
PLANO	41.6519, -88.5292	588.911	3.609	54.159	1.82	1	0
YORKVILLE 2SE	41.6211, -88.4356	728.018	4.351	84.948	2.328	1	0
CHICAGO AURORA MUNI AP	41.77, -88.4814	709.974	6.331	66.904	3.273	4	0
ELWOOD 8 NW	41.5167, -88.1667	600.066	19.233	43.004	9.482	21	0
WHEATON 3 SE	41.8128, -88.0728	680.118	22.437	37.048	10.928	209	0
JOLIET BRANDON RD DAM	41.5033, -88.1033	542.979	22.466	100.091	12.358	31	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	41.678819, -88.469278
Observation Date	2018-07-11
Elevation (ft)	643.07
Drought Index (PDSI)	Moderate wetness
WebWIMP H <sub>2</sub> O Balance	Dry Season

30 Days Ending	30 <sup>th</sup> %ile (in)	70 <sup>th</sup> %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2018-07-11	2.525984	5.298032	4.948819	Normal	2	3	6
2018-06-11	3.050787	4.883071	7.925197	Wet	3	2	6
2018-05-12	3.46378	5.31811	3.42126	Dry	1	1	1
Result							Normal Conditions - 13

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
AURORA	41.7803, -88.3092	660.105	10.83	17.035	5.058	11110	90
YORKVILLE 1.1 W	41.6413, -88.4696	629.921	2.592	13.149	1.201	4	0
YORKVILLE 0.7 NE	41.6486, -88.4362	640.092	2.697	2.978	1.222	2	0
YORKVILLE 0.2 WSW	41.6414, -88.4502	610.892	2.767	32.178	1.334	1	0
PLANO	41.6519, -88.5292	588.911	3.609	54.159	1.82	1	0
YORKVILLE 2SE	41.6211, -88.4356	728.018	4.351	84.948	2.327	1	0
CHICAGO AURORA MUNI AP	41.77, -88.4814	709.974	6.331	66.904	3.272	4	0
ELWOOD 8 NW	41.5167, -88.1667	600.066	19.233	43.004	9.482	21	0
WHEATON 3 SE	41.8128, -88.0728	680.118	22.437	37.048	10.928	209	0


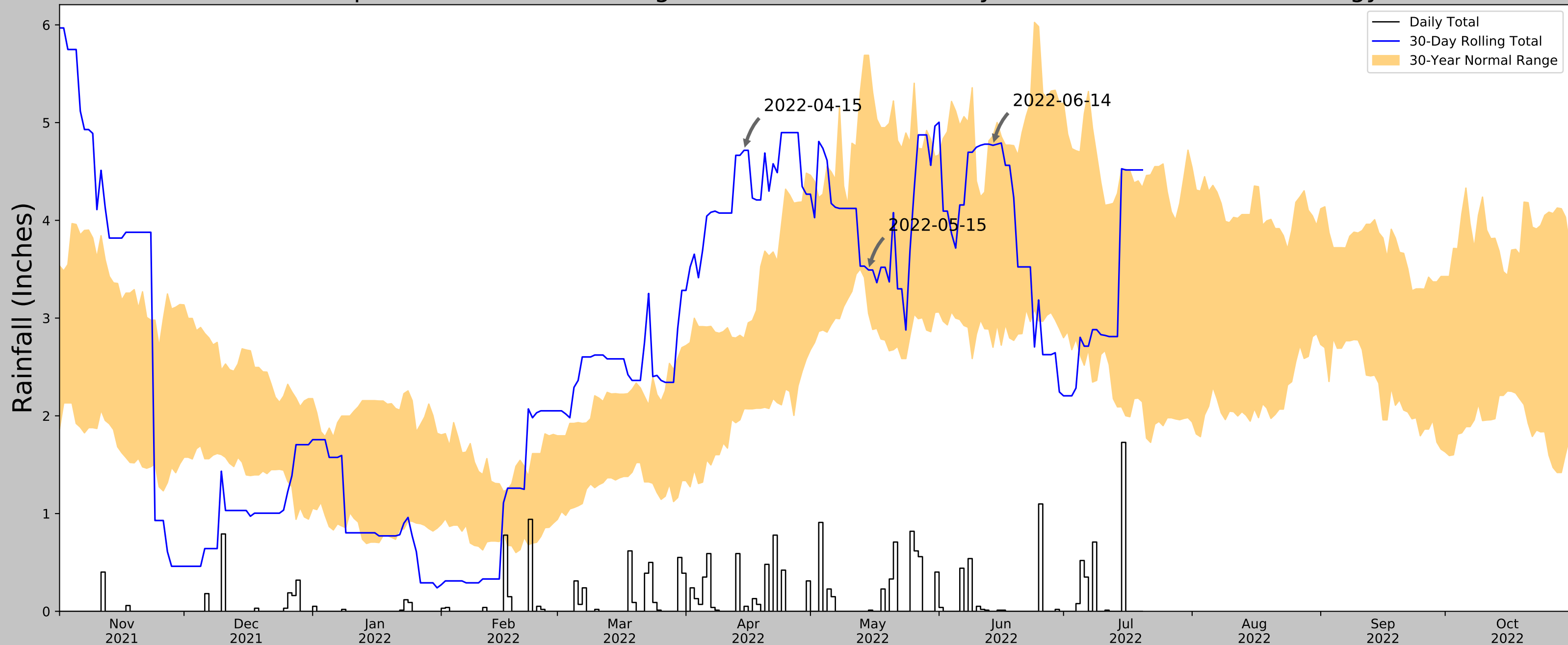


Figure and tables made by the  
**Antecedent Precipitation Tool**  
Version 1.0

Written by Jason Deters  
U.S. Army Corps of Engineers



# Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network

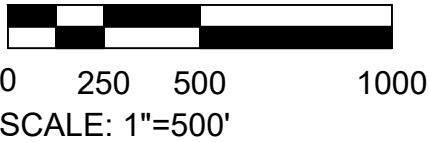


Coordinates	41.678819, -88.469278
Observation Date	2022-06-14
Elevation (ft)	643.07
Drought Index (PDSI)	Normal
WebWIMP H <sub>2</sub> O Balance	Dry Season

30 Days Ending	30 <sup>th</sup> %ile (in)	70 <sup>th</sup> %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2022-06-14	2.701181	4.864173	4.767717	Normal	2	3	6
2022-05-15	3.048032	5.688977	3.492126	Normal	2	2	4
2022-04-15	2.073622	2.792913	4.716536	Wet	3	1	3
Result							Normal Conditions - 13

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
CHICAGO AURORA MUNI AP	41.77, -88.4814	709.974	6.331	66.904	3.272	8340	90
YORKVILLE 1.1 W	41.6413, -88.4696	629.921	2.592	13.149	1.201	2	0
YORKVILLE 0.7 NE	41.6486, -88.4362	640.092	2.697	2.978	1.222	3	0
YORKVILLE 2.8 NE	41.6747, -88.4163	648.95	2.749	5.88	1.253	2	0
PLANO 0.4 NNE	41.6685, -88.5314	663.058	3.284	19.988	1.544	7	0
PLANO	41.6519, -88.5292	588.911	3.609	54.159	1.82	15	0
MONTGOMERY 3.5 WSW	41.7091, -88.4028	692.913	4.018	49.843	2.008	1	0
YORKVILLE 2SE	41.6211, -88.4356	728.018	4.351	84.948	2.327	308	0
OSWEGO 2.4 SSW	41.6645, -88.3443	661.089	6.526	18.019	3.054	4	0
AURORA	41.7803, -88.3092	660.105	10.83	17.035	5.058	2624	0
ELWOOD 8 NW	41.5167, -88.1667	600.066	19.233	43.004	9.482	21	0
WHEATON 3 SE	41.8128, -88.0728	680.118	22.437	37.048	10.928	26	0

**Historical Aerial Photographs: 2009, 2011, 2013-WET, 2015, 2017, 2018**







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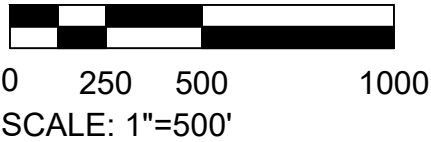




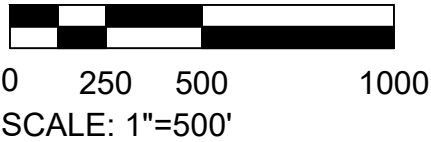
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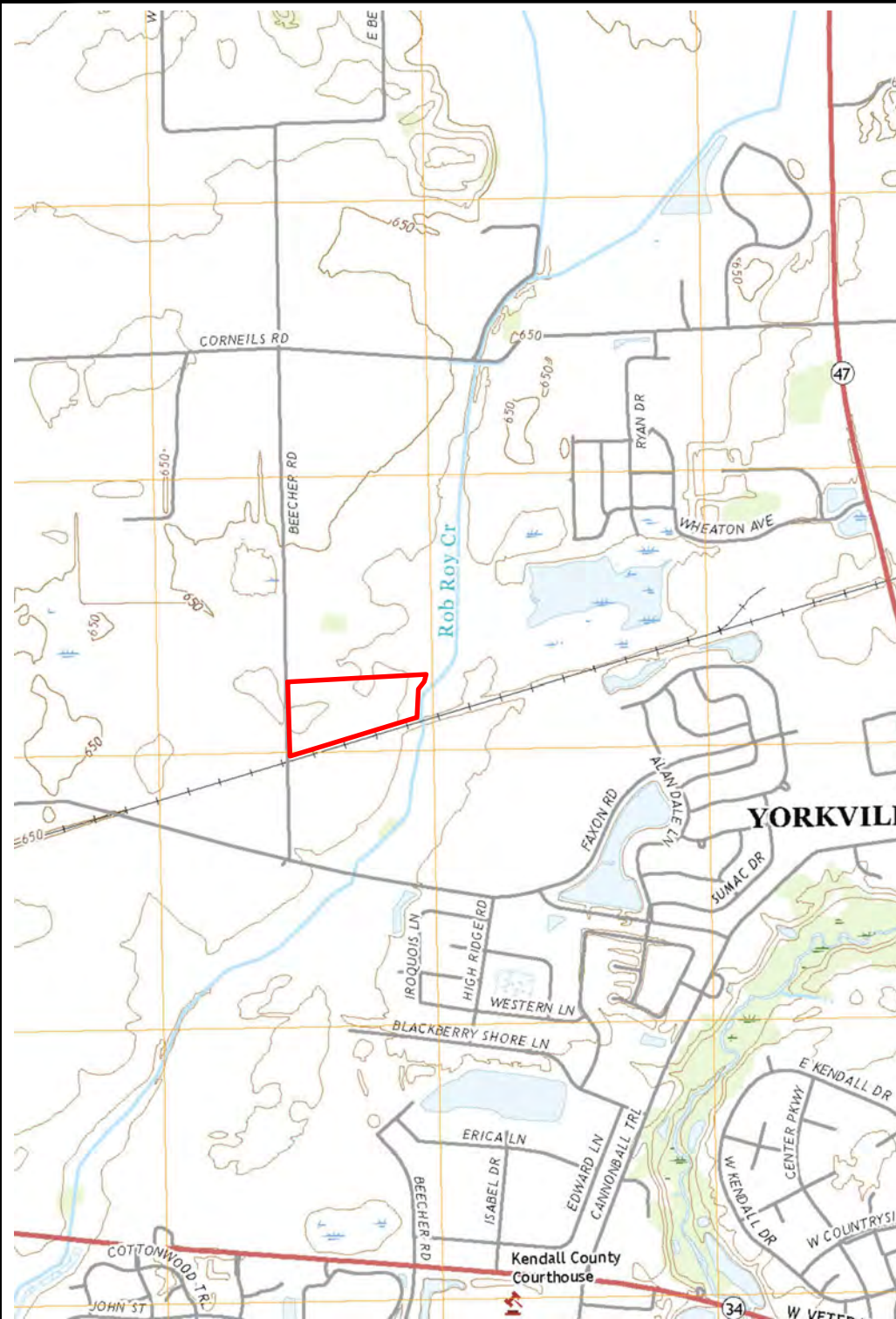


## **Exhibits A - G**



**LEGEND:**

Project Area



## Location Map

Source: U.S. Geological Survey  
Section 18 T37N R7E  
Latitude: 41.678819 Longitude: -88.469278

## Beecher Road

Project Number: 22-0513F  
**GreenbergFarrow**



0 1000 2000 4000  
SCALE: 1"= 2000'



NORTH

Exhibit A



**LEGEND:**

Project Area

**Wetlands**

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

**National Wetlands Inventory**

Source: U.S. Fish & Wildlife Service

**Beecher Road**

Project Number: 22-0513F

**GreenbergFarrow**



0 250 500 1000

SCALE: 1"=500'



NORTH

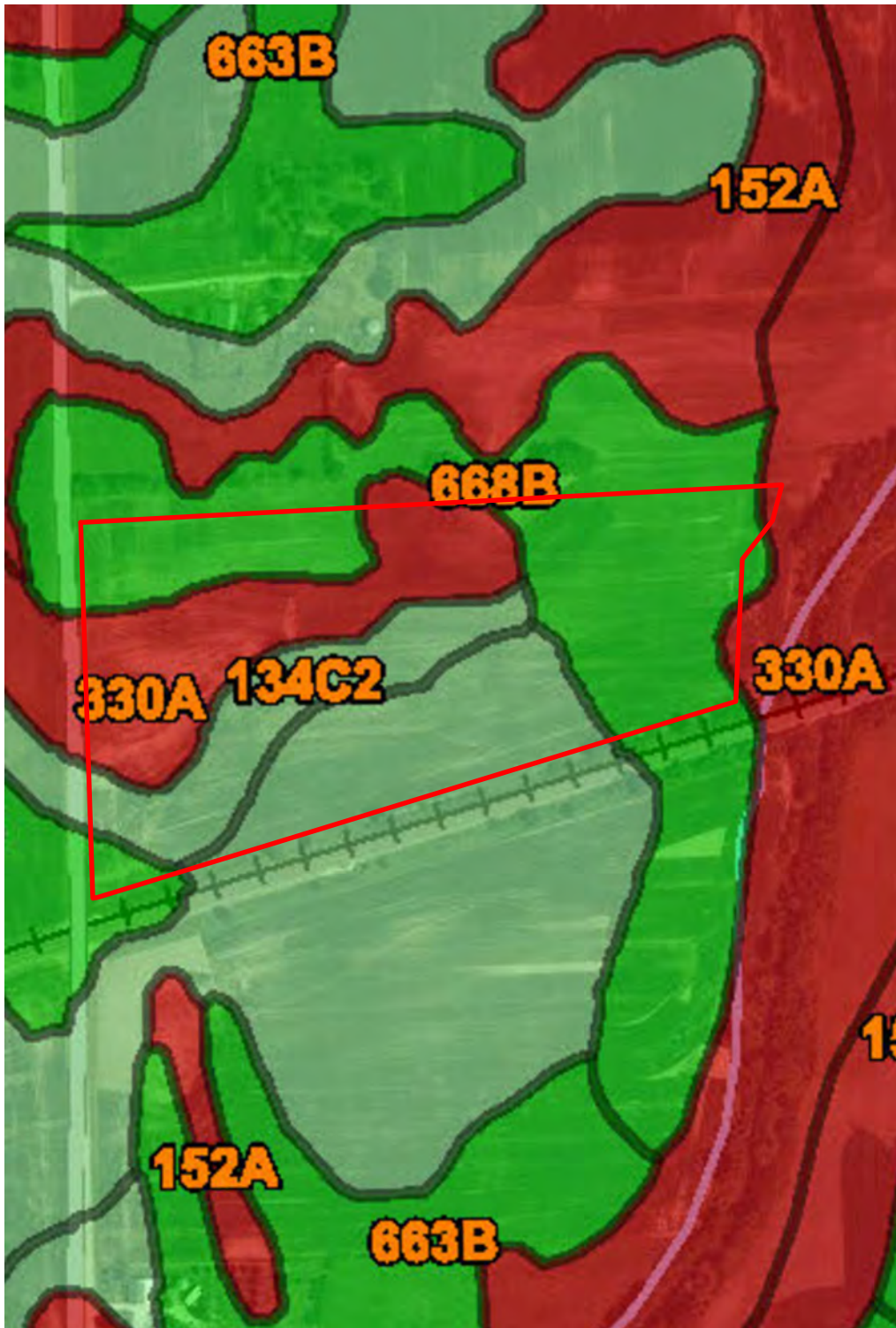
**Exhibit B**



**LEGEND:**

Project Area

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available



**Soil Map**

Source: U.S. Department of Agriculture  
Natural Resources Conservation Service  
Web Soil Survey 3.1

**Beecher Road**

Project Number: 22-0513F

**GreenbergFarrow**



0 200 400 800

SCALE: 1"=400'



NORTH

**Exhibit C**





**LEGEND:**

Project Area



**RIVERS, LAKES, AND CANALS**

Perennial stream	
Perennial river	
Intermittent stream	
Intermittent river	
Disappearing stream	

**SUBMERGED AREAS AND BOGS**

Marsh or swamp	
Submerged marsh or swamp	
Wooded marsh or swamp	
Submerged wooded marsh or swamp	
Land subject to inundation	

**VEGETATION**

Woodland	
Shrubland	
Orchard	
Vineyard	
Mangrove	
Land subject to inundation	

**2021 USGS Topographic Map**

Source: U.S. Geological Survey  
Yorkville Quadrangle

**Beecher Road**

Project Number: 22-0513F

**GreenbergFarrow**

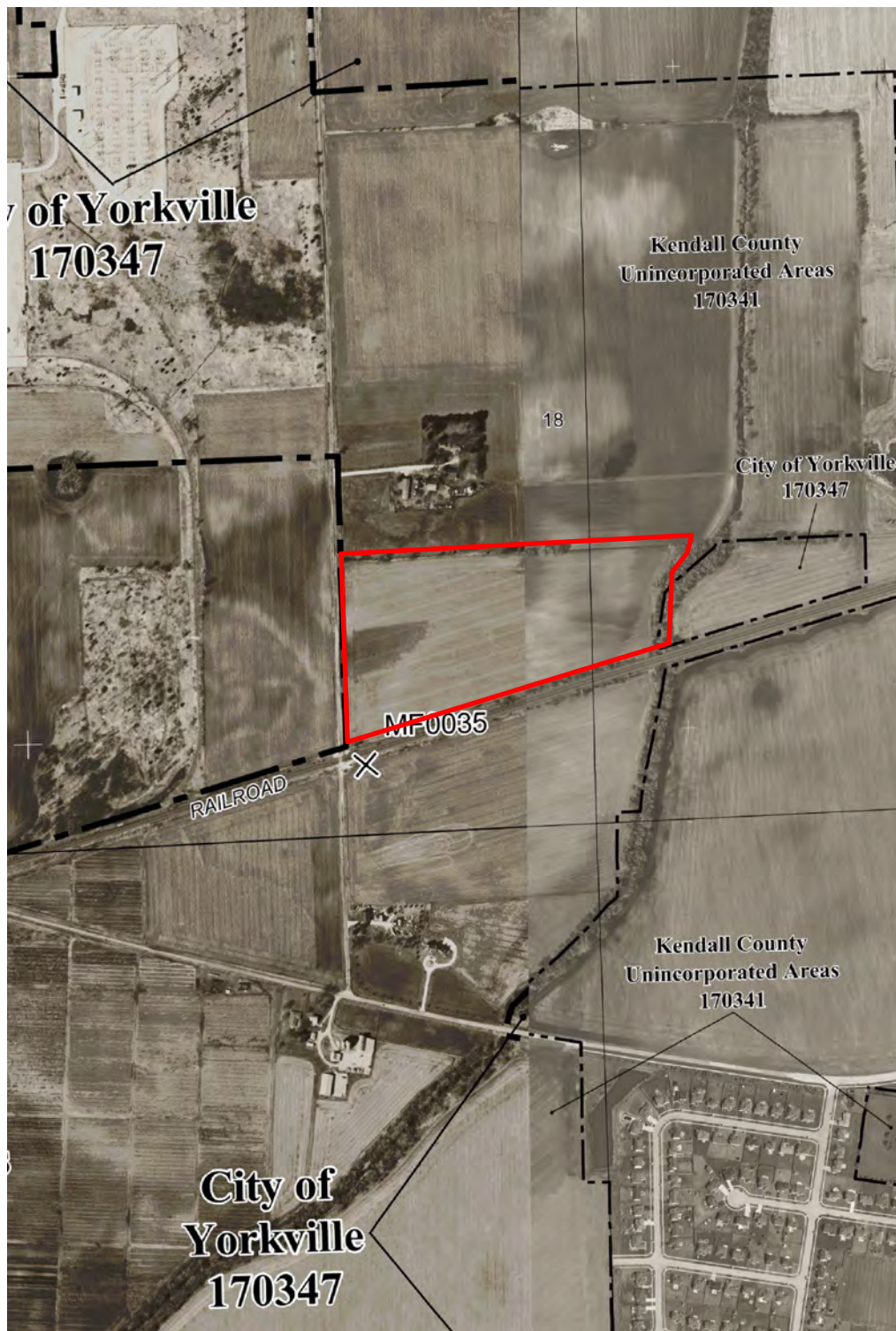


0 300 600 1200  
SCALE: 1"=600'



NORTH

**Exhibit D**



**ENCAP**  
INCORPORATED

## LEGEND:

### Project Area



## Flood Insurance Rate Map

Source: Federal Emergency Management Agency (FEMA)  
Panel Number: 17093C0037H, 17093C0040G  
Effective Date: 1.8.2014, 2.4.2009

## Beecher Road

Project Number: 22-0513F

**GreenbergFarrow**



0 400 800 1600  
SCALE: 1"=800'



NORTH

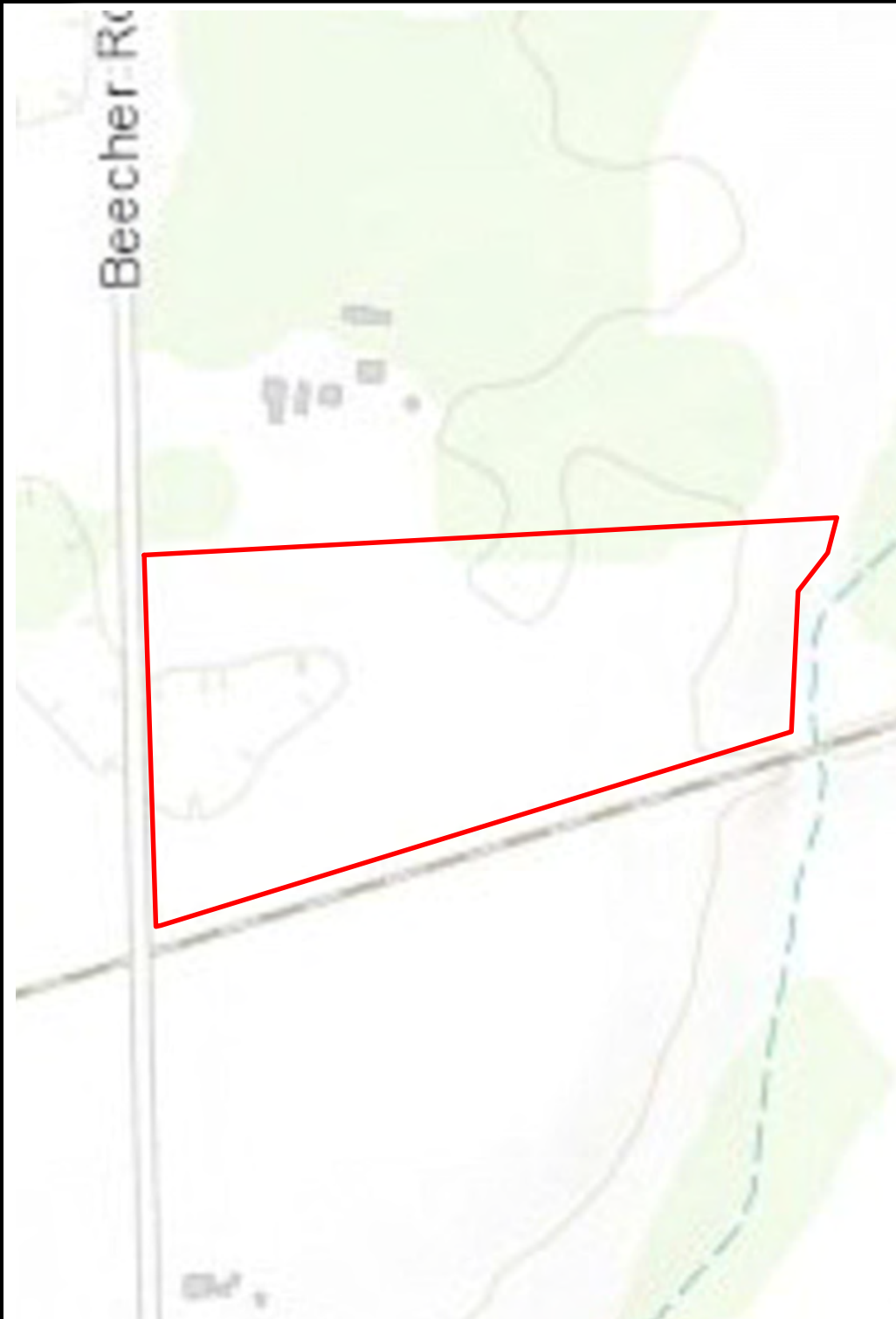
Exhibit E

**LEGEND:**

Project Area

National Register Properties

- Part of a NR Historic District
- Determined eligible for the NR
- Part of a NR Historic District - contributing
- Entered in the NR
- Undetermined
- Other



**Historic Architectural Resources  
Geographic Information System**

Source: Illinois State Historic Preservation Office

**Beecher Road**

Project Number: 22-0513F

**GreenbergFarrow**



0 200 400 800

SCALE: 1"=400'



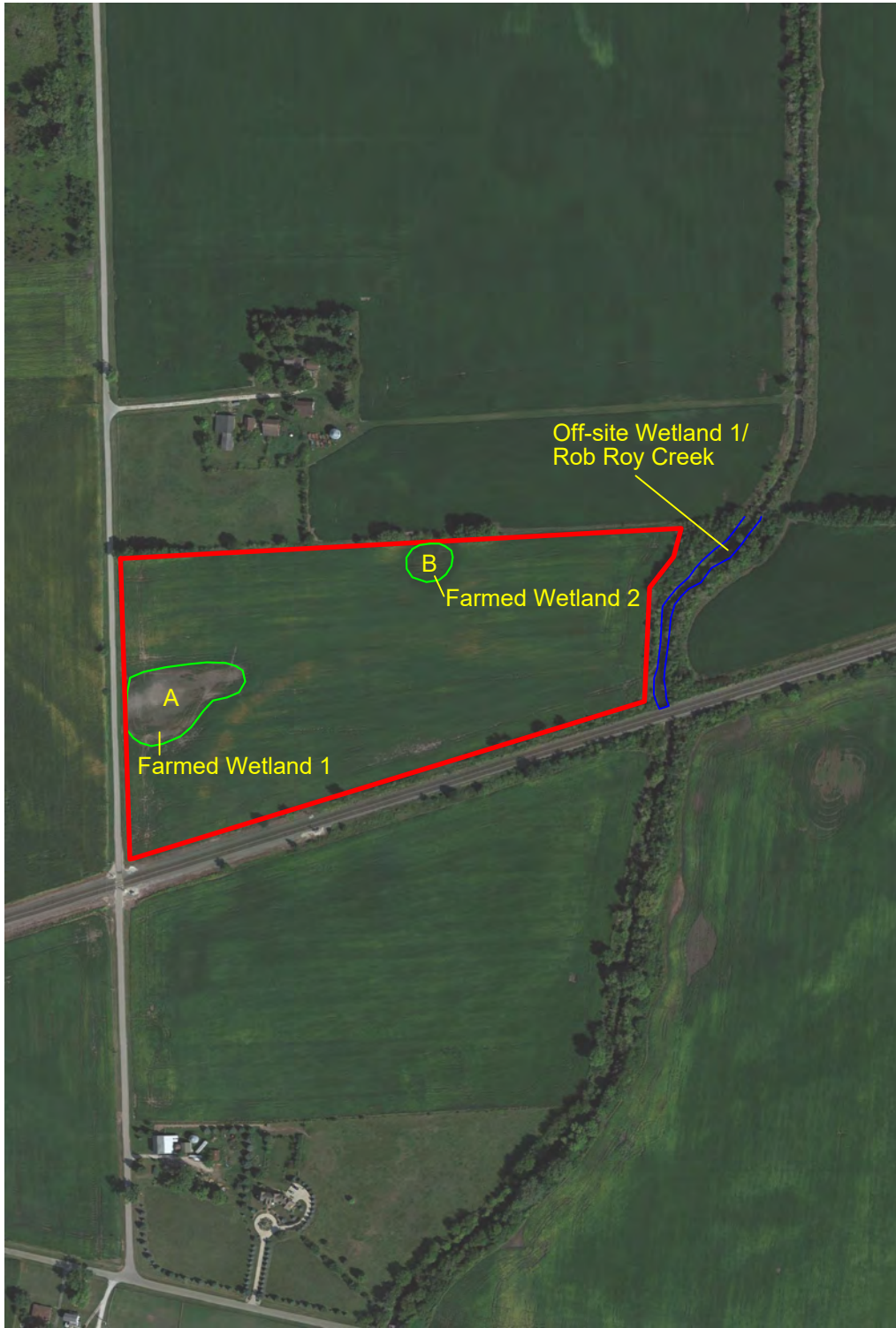
NORTH

**Exhibit F**



**LEGEND:**

- Project Area —
- Approximate Off-site Wetland Boundary —
- On-site Farmed Wetland Boundary —
- Sample Points A-B



WL Delineation Field Work  
Completed 06.14.2022

**Aerial Photograph**

Map data: ©2020Google  
Image Date: 2017

**Beecher Road**

Project Number: 22-0513F  
**GreenbergFarrow**



0 250 500 1000  
SCALE: 1"=500'



NORTH

**Exhibit G**

**ICC Part 466 Interconnection Facilities Study Agreement**  
**Fixed Cost Option / 30 Day Completion**

This agreement ("Agreement") is made and entered into this 7th day of June, 2022 by and between 312 Project Development, LLC ("interconnection customer"), as an individual person, or as a limited liability company organized and existing under the laws of the State of Delaware, and Edison Company ("Electric Distribution Company" (EDC)), a Corporation existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a "Party", or collectively as the "Parties".

**Recitals:**

**Whereas**, interconnection customer is proposing to develop a distributed generation facility or modifying an existing distributed generation facility consistent with the interconnection request application form completed by interconnection customer on February 8, 2022; and

**Whereas**, interconnection customer desires to interconnect the distributed generation facility with EDC's electric distribution system; and

**Whereas**, EDC has completed an interconnection system impact study and provided the results of said study to interconnection customer (unless proceeding directly from Level 1, 2 or 3 review); and

**Whereas**, interconnection customer has requested EDC to perform an interconnection facilities study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to interconnect the distributed generation facility;

**Now, therefore**, in consideration of and subject to the mutual covenants contained in this Agreement, the Parties agree as follows:

1. All terms defined in Section 466.30 of the Illinois Distributed Generation Interconnection Standard shall have the meanings indicated in that Section when used in this Agreement.
2. Interconnection customer elects and EDC shall cause an interconnection facilities study consistent with Section 466.120 of the Illinois Distributed Generation Interconnection Standard.
3. The scope of the interconnection facilities study shall be determined by the information provided in Attachment A to this Agreement.
4. An interconnection facilities study report (1) shall provide a description, estimated cost of distribution upgrades, and a schedule for required facilities to interconnect the distributed

generation facility to EDC's electric distribution system; and (2) shall address all issues identified in the interconnection system impact study (or identified in this study if the system impact study is combined herein).

5. Notwithstanding anything to the contrary in Appendix G to Part 466 of the Illinois Administrative Code, the interconnection facilities study shall be completed and the results shall be transmitted to the interconnection customer within 30 business days after this Agreement has been signed by the Parties or the study fee of \$10,000 pursuant to item 6 of this Agreement has been received by the EDC, whichever is later. The study will not commence until the study fee has been received by the EDC.
6. Notwithstanding anything to the contrary in Appendix G to part 466 of the Illinois Administrative Code, the interconnection customer and the EDC agree the cost of the interconnection facilities study shall be \$10,000 regardless of the time and materials actually required for the conduct of the study and the interconnection customer will not be invoiced or otherwise provided actual costs of the study.

In witness whereof, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

### 312 Project Development, LLC

Signed: Michael Brigandi \_\_\_\_\_  
Name (Printed): Michael Brigandi Title: Senior Director of Grid Integration

Commonwealth Edison Company

Signed: Stephen Thiel \_\_\_\_\_  
Name (Printed): Stephen Thiel Title: Principal Contract Specialist



## Attachment A to Interconnection Facilities Study Agreement

### Minimum Information That Interconnection Customer Must Provide with the Interconnection Facilities Study Agreement.

Provide location plan and simplified one-line diagram of the distributed generation facilities.

For staged projects, please indicate size and location of planned additional future generation. On the one-line diagram, indicate the generation capacity attached at each metering location. (Maximum load on CT/PT).

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps.

One set of metering is required for each generation connection to the EDC's electric distribution system.

Number of generation connections: 1

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes                      No **X**

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total distributed generation capacity?

Yes **X**                      No                      (Please indicate on the one-line diagram).

What type of control system or PLC will be located at the distributed generation facility?

Utility Recloser

What protocol does the control system or PLC use? SEL-651R2

Please provide a scale drawing of the site. Indicate the point of common coupling, distribution line, and property lines.

Number of third party easements required for EDC's interconnection facilities: 0

**To be completed in coordination with EDC.**

Is the distributed generation facility located in EDC's service area?

Yes **X** No

If No, please provide name of local provider:

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Please provide the following proposed schedule dates:

Begin construction date: **5/16/24**

Generator step-up transformers receive back feed power date: **12/02/24**

Generation testing date: **3/12/25**

Commercial operation date: **5/11/25**

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

ComEd Amended – Fixed Cost Option and 30 Day Completion – July 31, 2018

**ARCHAEOLOGICAL RECONNAISSANCE OF A  
27-ACRE SOLAR DEVELOPMENT ON BEECHER ROAD  
IN KENDALL COUNTY, ILLINOIS**

*Project No. 22-051*



*for submission to & funded by:*

Ms. Marisa Kolman  
Greenberg Farrow Architecture, Inc.  
21 South Evergreen Avenue, Suite 200  
Arlington Heights, Illinois 60005

*by:*

Dr. Kevin McGowan  
Director

*28 July 2022*



**PUBLIC SERVICE  
ARCHAEOLOGY &  
ARCHITECTURE  
PROGRAM**



Department of Anthropology  
1707 South Orchard Street  
University of Illinois  
at Urbana-Champaign,  
Urbana, Illinois 61801



**ARCHAEOLOGICAL SURVEY SHORT REPORT**

Illinois Historic Preservation Agency  
Old State Capitol Building  
Springfield, Illinois 62701 (217/785-4997)

**SHPO Log:**

Locational Information and Survey Conditions

**County:** Kendall

**Quadrangle:** Yorkville 7.5"

**Funding and/or Permitting Federal/State Agencies:**

IEPA  
(i.e., CoE, HUD, IEPA, FmHA, etc.)

**Sec:** 17, 18

**T.:** 37 N

**R.:** 07 E

**Natural Division (No.):** 4a

**U.T.M.:** E. 377470 to E. 377975 and N. 4614990 to N. 4615260, UTM Zone 16 North WGS84.

**Project Description:** Project is a proposed solar power collection array facility to be located on Beecher Road roughly 360 meters north of Faxon Road near Yorkville, Illinois.

**Topography:** The project area is located within an area of glacially formed uplands.

**Soils:** Soils mapped as occurring within the project area include: Camden silt loam, 5 to 10 percent slopes, eroded; Brenton silt loam, 0 to 2 percent slopes; Millbrook silt loam, 0 to 2 percent slopes; Peotone silty clay loam, 0 to 2 percent slopes; and Somonauk silt loam, 2 to 5 percent slopes (Natural Resources Conservation Service 2022a).

**Drainage:** Rob Roy Creek.

**Land Use/Ground Cover (Include % Visibility):** The project area is agricultural fields that featured newly planted and emerged corn with 50 percent surface visibility.

**Survey Limitations:** None.

Archaeological and Historical Information

**Historic Plats/Atlases/Sources:** See Selected Sources.

**Previously Reported Sites:** 11KE115.

**Previous Surveys:** The project area is not recorded as previously surveyed.

**Regional Archaeologists Contacted:** None.

**Investigation Techniques:** The project area was investigated by a 5-meter interval pedestrian reconnaissance.

**Time Expended:** 12.0 field hours.

**Sites/Find Spots Located:** 11KE115 - Records Only and 11KE1404.

**Cultural Material:** One core, one tertiary chert flake, and one biface fragment.

**(Curated at)** n/a.

**Collection Techniques:** Representative.

**Areas Surveyed (Acres & Square Meters):** 27.0 Acres (109,269 Square Meters).

(OVER)

REVIEWER\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_Accepted \_\_\_\_\_Rejected

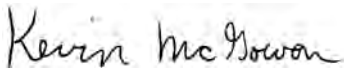
IHPA USE ONLY (Form ASSR0886)

Results of Investigation and Recommendations: (Check One)

- ☐ Phase I Archaeological Reconnaissance Has Located No Archaeological Material; Project Clearance Is Recommended.
- ☒ Phase I Archaeological Reconnaissance Has Located Archaeological Materials; Site(s) Does (Do) Not Meet Requirements For National Register Eligibility; Project Clearance Is Recommended.
- ☐ Phase I Archaeological Reconnaissance Has Located Archaeological Materials; Site(s) May Meet Requirements For National Register Eligibility; Phase II Testing Is Recommended.
- ☐ Phase II Archaeological Investigation Has Indicated That Site(s) Does (Do) Not Meet Requirements For National Register Eligibility; Project Clearance Is Recommended.
- ☐ Phase II Archaeological Investigation Has Indicated That Site(s) Meet Requirements For National Register Eligibility; Formal Report Is Pending And A Determination of Eligibility Is Recommended.

Comments: See Continuation Section.Archaeological Contractor Information:**Archaeological Contractor:** Public Service Archaeology & Architecture Program

**Address/Phone:** Department of Anthropology (217) 333-1636  
 1707 South Orchard Street  
 University of Illinois at Urbana-Champaign  
 Urbana, Illinois 61801

**Surveyor(s):** C. Jones, B. Coker; G. Walz**Survey Date(s):** July 11, 2022**Report Completed By:** Kevin McGowan**Date:** July 28, 2022**Submitted By (Signature and Title):****Director**Attachment Check List: (#1 Through #4 Are **MANDATORY**)

- ☒ 1) Relevant Portion of USGS 7.5' Topographic Quadrangle Map(s) Showing Project Location And Any Recorded Sites;
- ☒ 2) Project Map(s) Depicting Survey Limits And, When Applicable, Approximate Site Limits, And Concentrations of Cultural Materials;
- ☒ 3) Site Form(s): One Copy of Each Form;
- ☒ 4) All Relevant Project Correspondence;
- ☒ 5) Additional Information Sheets As Necessary

Address Of Owner/Agent/Agency To Whom SHPO Comment Should Be Mailed:

Greenberg Farrow Architecture, Inc.  
 21 South Evergreen Avenue, Suite 200  
 Arlington Heights, Illinois 60005

**Contact Person:** Ms. Marisa Kolman**Phone Number:** (847) 788-9200Reviewers Comments:


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## CONTINUATION PAGE

**Comments**

The Public Service Archaeology & Architecture Program of the University of Illinois at Urbana-Champaign was contacted by Greenberg Farrow Architecture, Inc. to conduct a cultural resource reconnaissance survey of a proposed 10.9-hectare (27.0-acre) solar energy array to be located on Beecher Road roughly 360 meters north of Faxon Road near Yorkville, Illinois (Figure 1). The objective of the survey was to utilize standard archaeological survey techniques to inventory cultural resources at the proposed project location. Project investigations included standard background research (including Illinois State Historic Preservation Office's Review and Compliance Determinations of Eligibility List, Illinois Historic Preservation Office's National Register Positive Preliminary Opinion List, National Park Service 2022a, 2022b, Schwegman 1984), a field survey, and preparation of this report.

A review of the Illinois Inventory of Archaeological Sites maintained by the Illinois State Museum and hosted by the Illinois Department of Natural Resources found that the project area has not been previously reported as surveyed, but one site (11KE115) has been recorded within the project limits. Site 11KE115 was recorded on the basis of a landowner interview that indicated there was a structure in that location (Figure 1) at one time, but it may have been moved. An examination of the historical documents on the Illinois Public Domain Land Tract Sales database indicates that the original land purchases of the project area were to Isaac Grimwood on 04 August 1845 and Curtiss Beecher on 12 November 1844 (Illinois State Archives 2022a). The 1842 United States General Land Office survey plat for Township 37 North and Range 07 East (Figure 2) indicates that the project area was prairie covered without enclosures or improvements (Illinois State Archives 2022b). Historic plat maps of the area (Figure 2) depict no residential structures in the project area (Bennett & McWilliams 1859; Ogle 1903; Warner, Higgins & Beers 1870). The historic records suggest that the project area has been used primarily for agricultural pursuits since Euro-American settlement of the area in the middle nineteenth century.

Field investigation of the 10.9-hectare (27.0-acre) project area was undertaken on 11 July 2022. The survey area is located on Beecher Road roughly 360 meters north of Faxon Road near Yorkville, Illinois. The project area is bounded to the west by Beecher Road, to the north by agricultural fields, to the east by Rob Roy Creek, and to the south by a railroad right-of-way (Figure 3). The project area consisted of agricultural fields featuring planted and growing corn with 50 percent ground surface visibility. The project area was investigated using pedestrian reconnaissance at 5-meter intervals. No structures were present within the project limits. No evidence for 11KE115 was located. The field investigations located one new archaeological site.

Site 11KE1404 is located 600 meters north of Faxon Road and 60 meters east of Beecher Road on a flat upland area (Figure 1). The site extends 20 meters north to south by 40 meters east to west at an elevation of 195 meters above sea level within an agricultural field with 50 percent surface visibility (Figure 3). Soils mapped at this location are Somonauk silt loam, 2 to 5 percent slopes (Natural Resources Conservation Services 2022a). Somonauk soils consist of moderately well drained soils formed on stream terraces and outwash plains under mixed hardwood forest. This soil type usually features a 10 centimeter Ap horizon of dark grayish brown (10YR 4/2) silt loam, underlain by a 13 centimeter thick E horizon of dark grayish brown (10YR 4/2) silt loam, over brown (10YR 4/3) silty clay loam Bt1 horizon (Natural Resources Conservation Services 2022b). A representative, three of six, surface collection recovered one core, one tertiary chert flake and one biface fragment. A shovel test found a 10-centimeter Ap horizon of dark yellowish brown silty clay over a yellowish brown (10YR 5/6) silty clay. The profile documents the area as undergoing erosion. The site function includes lithic processing. In summary, 11KE1404 is a limited activity location from an unknown prehistoric time period.



## CONTINUATION PAGE

**Comments**

The National Register of Historic Places (NRHP) has four criteria by which historic structures and archaeological sites must be evaluated in order to determine their eligibility for listing therein. Properties may be eligible for the National Register if they: A) are associated with events that have made a significant contribution to the broad pattern of history, B) are associated with the lives of persons significant to our past, C) embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction, and D) have yielded, or are likely to yield, information important in prehistory or history. The 10.9-hectare (27.0-acre) project area has two sites and no structures to evaluate against the NRHP criteria.

Site 11KE115 has never been field verified and is reported by a landowner as the location of a structure where a foundation was visible, but the structure may have been moved. The 2022 survey of the area found the location to be an active agricultural field with no evidence to indicate either a structure foundation or the presence of cultural materials. These observations indicate the area has been mechanically altered to allow farming likely removing depositional integrity. Based on the absence of cultural material and the interpretation of a loss of depositional integrity, 11KE115 is recommended as *Not Eligible* for listing on the NRHP.

Site 11KE1404 is a limited activity location from an unknown prehistoric time period. The soils indicate the area was likely a forest in a generally non-depositional setting. Given the limited amount of materials located under high visibility conditions, the evidence for soil erosion, and the absence of diagnostic materials, there appears to be little potential to address research questions resulting in a recommended finding of *Not Eligible* for listing on the NRHP. This recommendation is based on the limited cultural evidence resulting in a low potential to address significant research questions.

The Public Service Archaeology & Architecture Program conducted a Phase I archaeological reconnaissance of a 10.9-hectare (27.0-acre) area for a proposed solar energy array facility to be located near Yorkville in Kendall County, Illinois. The investigations undertaken were designed to identify cultural resources and to determine, if possible, resource eligibility for listing on the National Register of Historic Places (NRHP), the criteria for which are described in 36CFR60. The investigations identified one previously recorded and one newly defined archaeological site, with a recommended finding that both are *Not Eligible*, and no structures within the project area. As a result, a finding of *No Historic Properties* is made for this project. Based on this finding, it is recommended that the project be cleared for cultural resource concerns.

**YORKVILLE QUADRANGLE**  
**KENDALL COUNTY - ILLINOIS**  
 7.5 MINUTE SERIES (TOPOGRAPHIC) 1973

The map displays the Yorkville Quadrangle in Kendall County, Illinois. Key features include:
 

- Project Area:** A blue-outlined rectangle labeled 11KE1404.
- Site Location:** A red dot labeled 11KE1404.
- Previously Recorded Site Location:** A red circle labeled 11KE115.
- Geographic Features:** Cornells Road, Beecher Road, Faxon Road, and Cannonball Road. The Rob Roy Creek flows through the area. Contour lines indicate elevations of 640, 650, and 655 feet.
- Other Labels:** Substations, New Life Assembly Ch., Blackberry, and Eldamain Corp.

**KEY**

- Project Area
- Site Location
- Previously Recorded Site Location

**Location**

**Kilometers**  
 0 0.25 0.5 1

**Miles**  
 0 0.125 0.25 0.5

Service Layer Credits: Copyright © 2013  
 National Geographic Society, i-cubed

Figure 1. Location of project area.



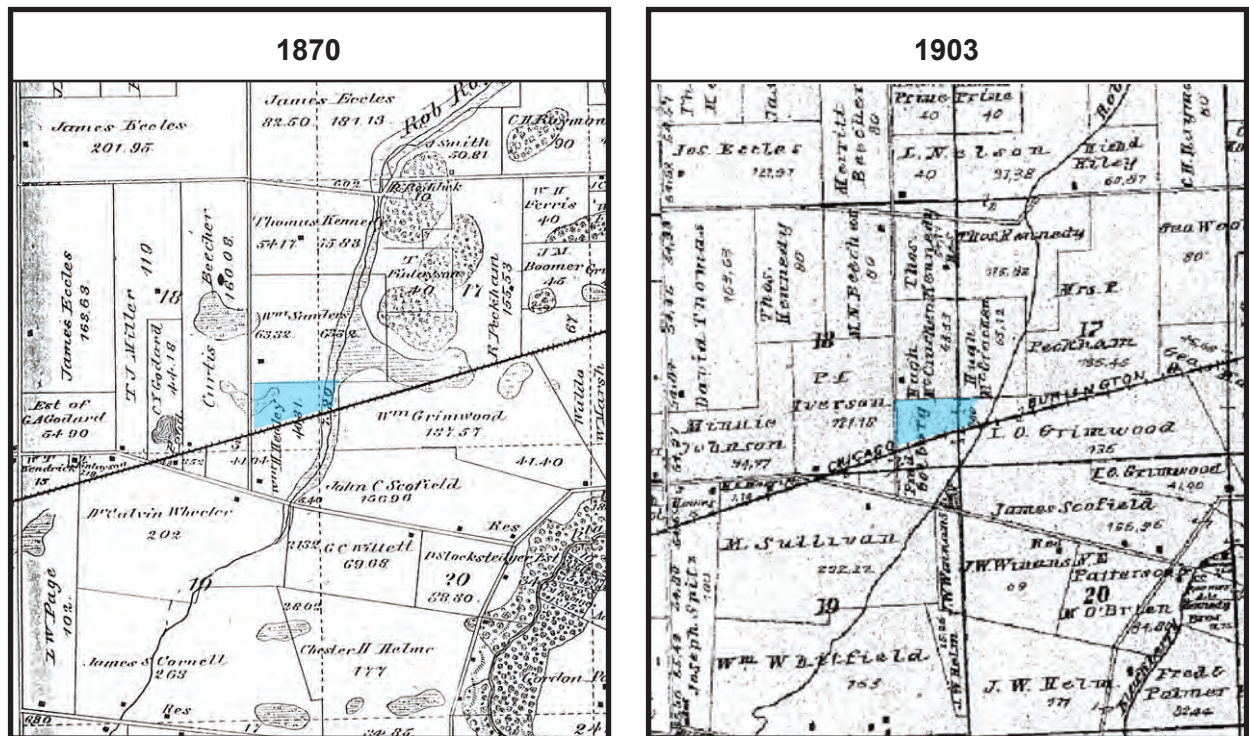
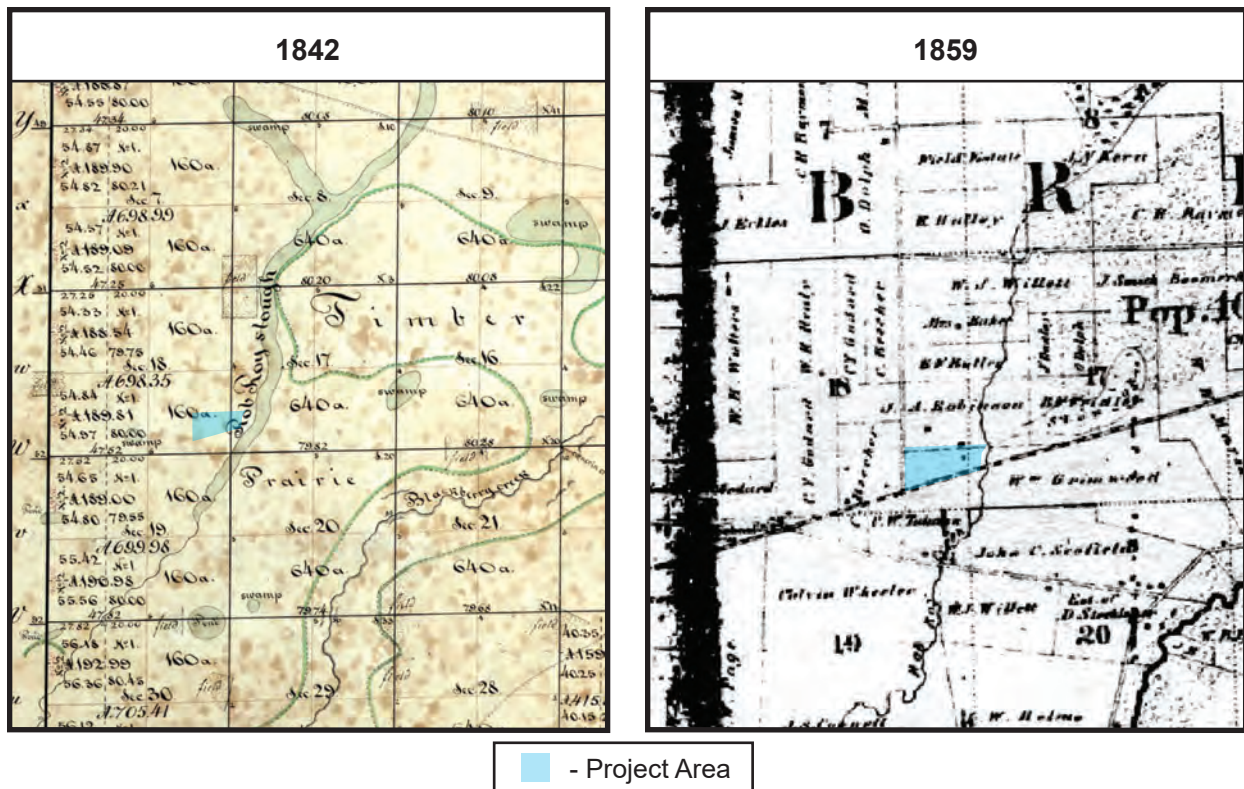


Figure 2. Portions of the 1842 United States General Land Office survey plat, 1859, 1870 and 1903 maps of Kendall County, Illinois.



Aerial Photograph Obtained from ESRI World Imagery - July 2022  
Beecher Road, Plano, Illinois 60545

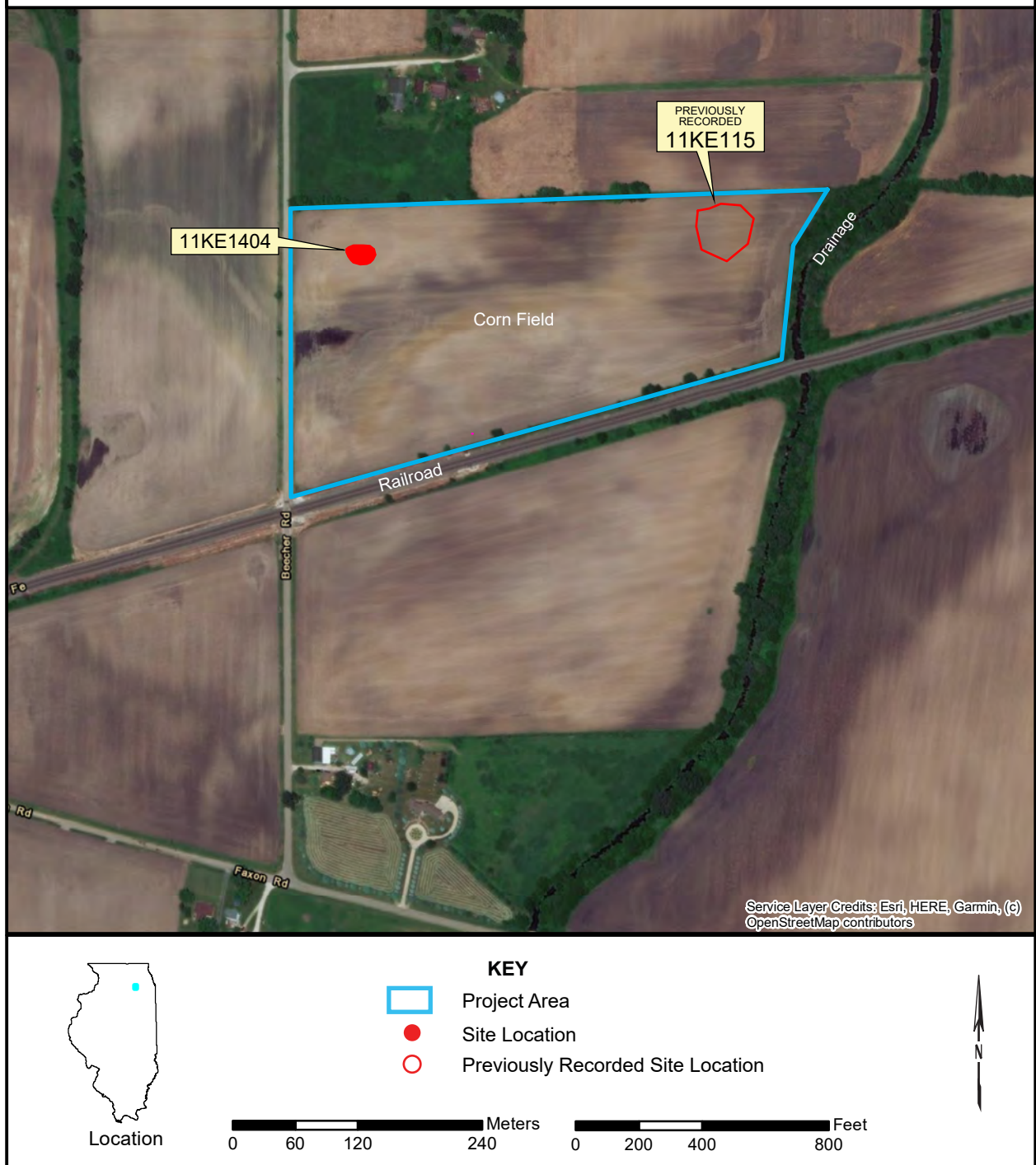


Figure 3. Aerial photo and sketch map of project area.

## CITED SOURCES

Bennett, L. G. and J. McWilliams

1859 *Map of Kendall County, Illinois*. L. G. Bennett and J. McWilliams, Yorkville, Illinois.

George A. Ogle and Company

1903 *Standard Atlas of Kendall County, Illinois*. George A. Ogle and Company, Chicago, Illinois.

Illinois National Register Positive Preliminary Opinion List, accessed 22 June 2022.

Illinois Review and Compliance Determinations of Eligibility List, accessed 22 June 2022.

Illinois State Archives

2022a *Illinois Public Domain Land Tract Sales*. Electronic Document: Illinois State Archives [http://www.sos.state.il.us/departments/archives/data\\_lan.html](http://www.sos.state.il.us/departments/archives/data_lan.html), accessed 22 June 2022.

2022b *Federal Township Plats of Illinois (1804-1891)*. Illinois State Archives. On file Public Service Archaeology & Architecture Program, Urbana, Illinois.

Illinois State Museum, Illinois Inventory of Archaeological Sites, Springfield.

National Park Service

2022a National Historic Landmarks Program. National Park Service, Washington D.C. Electronic document: <http://www.cr.nps.gov/nhl>, accessed 22 June 2022.

2022b National Register of Historic Places. National Park Service, Washington D.C. Electronic document: <http://www.cr.nps.gov/nrl>, accessed 22 June 2022.

Natural Resources Conservation Service

2022a *Web Soil Survey*. Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Electronic document. <http://websoilsurvey.nrcs.udsda.gov/app/WebSoilSurvey.aspx>, accessed 11 June 2022.

2022b *Official Soil Series Descriptions*. Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Electronic document. <http://ortho.ftw.nrcs.usda.gov/cgi-bin/osd/osdname.cgi>, accessed 11 June 2022.

Schwegman, John E.

1984 *Comprehensive Plan for the Illinois Nature Preserves System. Part 2: The Natural Divisions of Illinois*. Illinois Nature Preserves System, Springfield.

United States Geological Survey

1973 Yorkville, IL 7.5' Quadrangle Map. United States Geological Survey, Washington D.C.

Warner, Higgins & Beers

1870 *Atlas of Kendall County, Illinois*. Warner, Higgins & Beers, Chicago, Illinois.

**ILLINOIS ARCHAEOLOGICAL SITE RECORDING FORM**



# Illinois Archaeological Site Recording Form

**County** Kendall **Site Name** **Revisit** Y  
**Field No.** 22-051: 11KE115 **7.5' Quadrangle** Yorkville **County Site No.** 115  
**Ownership** Private **Meridian** 3 **Township** 37 **N** **Range** 7 **E** **Section** 17 **Recorded** 2022.07.27  
**WGS84 Latitude** 41.679561 **Longitude** -88.467107 **Site Area (sq. m)** 2,267  
**Known Alternate Names**

## ENVIRONMENT

**Topography** Other Upland **Drainage Basin** Lower Fox  
**Nearest Water Supply** Rob Roy Creek **Elevation (meters AMSL)** 195  
**Soil Association** Plano-Elburn-Drummer (s2247)  
**Description** The site is reported 680 meters north of Faxon Road and 400 meters east of Beecher Road. The site is mapped as extending 60 meters north to south by 60 meters east to west. No evidence located in 2022 that site was present in this location.

## SURVEY

**Project Name** 22-051 **Project Type** Phase I CRM  
**Ground Cover** Cultivated **Surface Visibility %** 50  
**Survey Methods** Pedestrian  
**Site Type** Unknown **Standing Structure** ☐ N

## SITE CONDITION

**Extent of Damage** Unknown **Main Cause of Damage** Agriculture

## MATERIALS OBSERVED

**Survey Sampling Strategy** Total Observation  
**Number of Prehistoric Artifacts (count or estimate)** 0 **Number of Historic Artifacts (count or estimate)** 0  
☐ N **Prehistoric Diagnostic Artifacts** ☐ N **Historic Diagnostic Artifacts**  
☐ N **Prehistoric Surface Features** ☐ N **Historic Surface Features**  
☐ N **Prehistoric Buried Features** **Ave. Depth (cm)** 0 ☐ N **Historic Buried Features** **Ave. Depth (cm)** 0

**Description** No surface materials were observed in 2022 during a survey of the site.

## TEMPORAL AFFILIATION

<input type="checkbox"/> Prehistoric Unknown	<input type="checkbox"/> Woodland	<input type="checkbox"/> Protohistoric	<input type="checkbox"/> Frontier Antebellum (1841-April 11, 1861)
<input type="checkbox"/> Paleoindian	<input type="checkbox"/> Early Woodland	<input type="checkbox"/> Historic Native American	<input type="checkbox"/> Civil War (April 12, 1861-April 9, 1865)
<input type="checkbox"/> Archaic	<input type="checkbox"/> Middle Woodland	<input type="checkbox"/> Historic (generic)	<input type="checkbox"/> Frontier Post-Civil War (April 10, 1865-1870)
<input type="checkbox"/> Early Archaic	<input type="checkbox"/> Late Woodland	<input type="checkbox"/> Colonial (1673-1780)	<input type="checkbox"/> Early Industrial (1871-1900)
<input type="checkbox"/> Middle Archaic	<input type="checkbox"/> Mississippian	<input type="checkbox"/> Pioneer (1781-1840)	<input type="checkbox"/> Urban Industrial (1901-1945)
<input type="checkbox"/> Late Archaic	<input type="checkbox"/> Upper Mississippian	<input type="checkbox"/> Frontier (generic; 1841-1870)	<input type="checkbox"/> Post-War (1946-present)

**Description** No materials observed in 2022.

**Surveyor** G. Walz **Institution** PSA **Survey Date** 2022.07.11 **Curation Facility** N/A  
**Form By** K. McGowan **Institution** PSA **Report Date** 2022.07.27 **NRHP Listing** N  
**SHPO Log No.** **SHPO 1<sup>st</sup> Survey Doc No.**  
**Compliance Status** **HSRPA** N

## ILLINOIS ARCHAEOLOGICAL SURVEY

Recorded

Survey No. 11-Ke-115

County Kendall  
 Twp. Bristol  
 Quadrangle Yorkville 7.5 min  
 Legal Description (1/4's)  
 NW, NW, NW, SW, SW

Reg. Inst. No. ISM-Ke-64A  
 Culture Historic  
 Type of site Unknown

Sec. 17 Twp. 37 N Range 7 E

Site owner Bob Johnston  
 Site address Beecher Rd  
 Previous owners  
 Present tenant  
 Directed to site by Landowner  
 Mapped by Charles McGimsey  
 Extent of site (area and depth)  
 Previous excavation  
 Pitting

U.T.M. Zone 16  
 4615020 N  
 377880 E

## ENVIRONMENT

**Topography and Location** Site is located in upland plains on knoll overlooking floodplain of Rob Roy Creek to the east.

**Water supply** Rob Roy Creek

**Drainage** Fox River

**Nearby sites** ISM-Ke-62A and ISM-Ke-63A lie within 1/2 Km of site.

**Modern occupation** (building, plowing, etc.)

**Type of soil** Soil report No. 95, 1978: Camden silt loam

**Ground cover**

## MATERIAL FROM SITE

Surface coll. by

Date

Institution

Tested by

Date

Institution

Excavated by

Date

Institution

Nature and extent of survey - Field conditions

## Curation

MATERIAL REPORTED AS BELONGING TO SITE

See remarks

Owner of Material

Certainty of Origin

Site reported by C. McGimsey

Date 1986

Visited No

Survey report by G. Henning

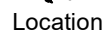
Date 3-30-88

Study status:

Remarks: This site recorded during interview of landowners and artifact collectors in the Superconducting Super Collider project area, Northern Illinois. Interviews conducted by Charles R. McGimsey and Dr. Mark A. McConaughy of the Illinois State Museum. Site was not visited by ISM personnel. Site identified by landowner as location of a structure. Foundation was still visible when he was a child. Has since been torn down or filled in. Landowner suggested that the structure may have been moved to and incorporated into present house.



## A topographic map of a rural area. A blue polygon is drawn on the map, with a red dot at its northeast corner. A yellow callout box points to the red dot with the text "PREVIOUSLY RECORDED 11KE115". The map features contour lines, roads, and various landmarks. Labels include "CORNEILS", "Substations", "BEECHER", "FAXON", "Rob Roy", "New Life Assembly Ch", "Blackberry", and "CANNONBALL". Elevation markers like 655, 659, 644, 650, 645, 649, 640, and 651 are visible. Section numbers 17, 18, 19, and 20 are also present. A copyright notice at the bottom right reads: "Service Layer Credits: Copyright © 2013 National Geographic Society, i-cubed".



10



# Illinois Archaeological Site Recording Form

**County** Kendall **Site Name** **Revisit** N  
**Field No.** 22-051: AOS 101 **7.5' Quadrangle** Yorkville **County Site No.** 1404  
**Ownership** Private **Meridian** 3 **Township** 37 N **Range** 7 E **Section** 18 **Recorded** 2022.07.27  
**WGS84 Latitude** 41.679290 **Longitude** -88.471298 **Site Area (sq. m)** 481  
**Known Alternate Names**

## ENVIRONMENT

**Topography** Other Upland **Drainage Basin** Lower Fox  
**Nearest Water Supply** Rob Roy Creek **Elevation (meters AMSL)** 195  
**Soil Association** Plano-Elburn-Drummer (s2247)  
**Description** Site is located 600 meters north of Faxon Road and 60 meters east of Beecher Road in a glacially formed upland area. The site extends 20 meters north to south by 30 meters east to west in an agricultural field.

## SURVEY

**Project Name** 22-051 **Project Type** Phase I CRM  
**Ground Cover** Cultivated **Surface Visibility %** 50  
**Survey Methods** Pedestrian Shovel Test  
**Site Type** Unknown **Standing Structure** ☐ N

## SITE CONDITION

**Extent of Damage** Moderate **Main Cause of Damage** Agriculture

## MATERIALS OBSERVED

**Survey Sampling Strategy** Representative Sample Collection  
**Number of Prehistoric Artifacts (count or estimate)** 3 **Number of Historic Artifacts (count or estimate)** 0  
☐ N **Prehistoric Diagnostic Artifacts** ☐ N **Historic Diagnostic Artifacts**  
☐ N **Prehistoric Surface Features** ☐ N **Historic Surface Features**  
☐ N **Prehistoric Buried Features** **Ave. Depth (cm)** 0 ☐ N **Historic Buried Features** **Ave. Depth (cm)** 0

**Description** The representative collection recovered one core, one tertiary chert flake, and one biface fragment.

## TEMPORAL AFFILIATION

<input checked="" type="checkbox"/> Prehistoric Unknown	<input type="checkbox"/> Woodland	<input type="checkbox"/> Protohistoric	<input type="checkbox"/> Frontier Antebellum (1841-April 11, 1861)
<input type="checkbox"/> Paleoindian	<input type="checkbox"/> Early Woodland	<input type="checkbox"/> Historic Native American	<input type="checkbox"/> Civil War (April 12, 1861-April 9, 1865)
<input type="checkbox"/> Archaic	<input type="checkbox"/> Middle Woodland	<input type="checkbox"/> Historic (generic)	<input type="checkbox"/> Frontier Post-Civil War (April 10, 1865-1870)
<input type="checkbox"/> Early Archaic	<input type="checkbox"/> Late Woodland	<input type="checkbox"/> Colonial (1673-1780)	<input type="checkbox"/> Early Industrial (1871-1900)
<input type="checkbox"/> Middle Archaic	<input type="checkbox"/> Mississippian	<input type="checkbox"/> Pioneer (1781-1840)	<input type="checkbox"/> Urban Industrial (1901-1945)
<input type="checkbox"/> Late Archaic	<input type="checkbox"/> Upper Mississippian	<input type="checkbox"/> Frontier (generic; 1841-1870)	<input type="checkbox"/> Post-War (1946-present)

**Description** The recovered assemblage lacks attributes diagnostic of a specific temporal period or cultural phase.

**Surveyor** G. Walz **Institution** PSA **Survey Date** 2022.07.11 **Curation Facility** N/A  
**Form By** K. McGowan **Institution** PSA **Report Date** 2022.07.27 **NRHP Listing** N  
**SHPO Log No.** **SHPO 1<sup>st</sup> Survey Doc No.**  
**Compliance Status** **HSRPA** N

Aerial Photograph Obtained from ESRI World Imagery - July 2022  
Beecher Road, Plano, Illinois 60545



Location



**KEY**  
Project Area  
Site Location



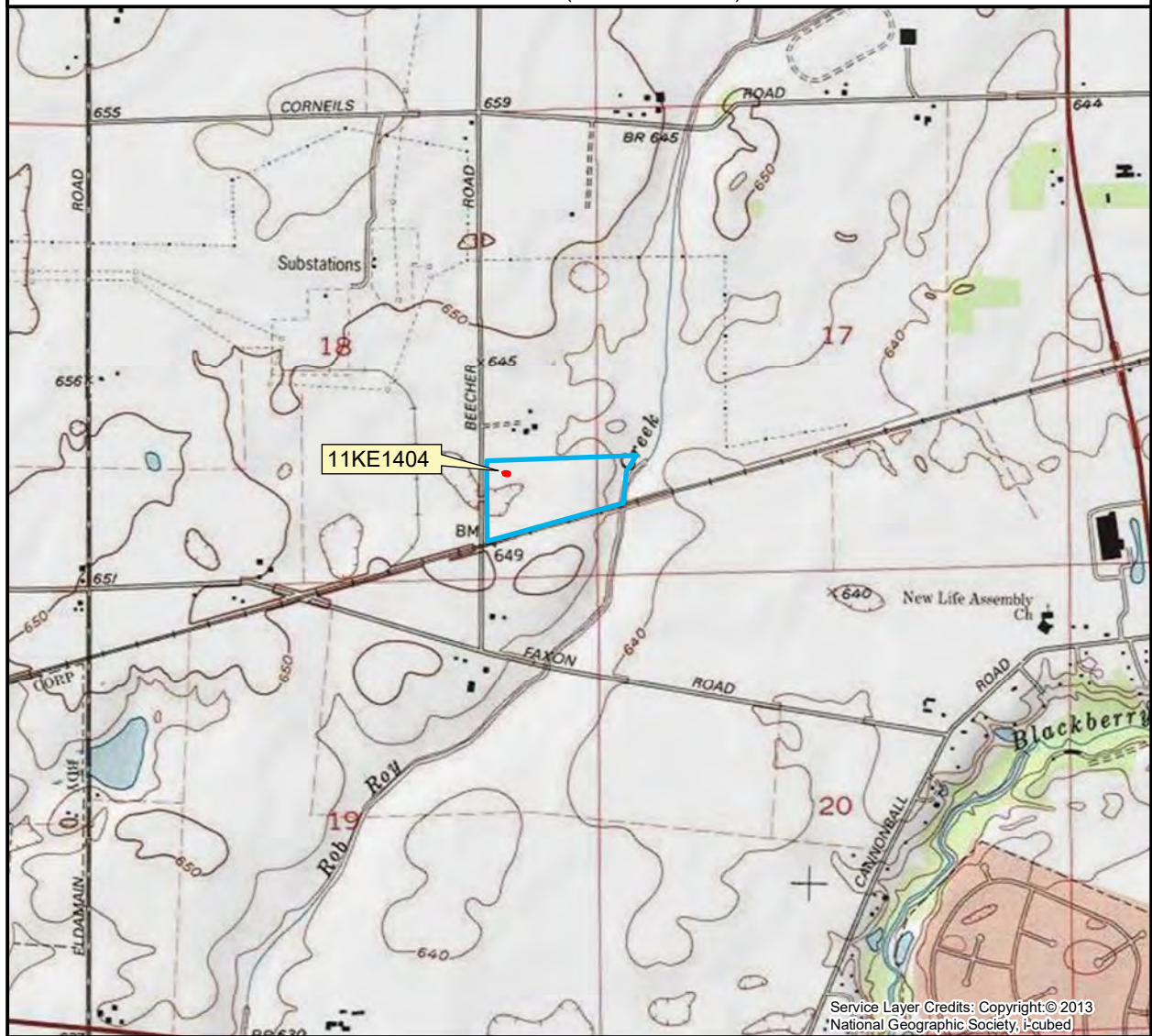
0 60 120 240 Meters

0 200 400 800 Feet





YORKVILLE QUADRANGLE  
KENDALL COUNTY - ILLINOIS  
7.5 MINUTE SERIES (TOPOGRAPHIC) 1973



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National Geographic Society, i-cubed



Location

KEY



Project Area



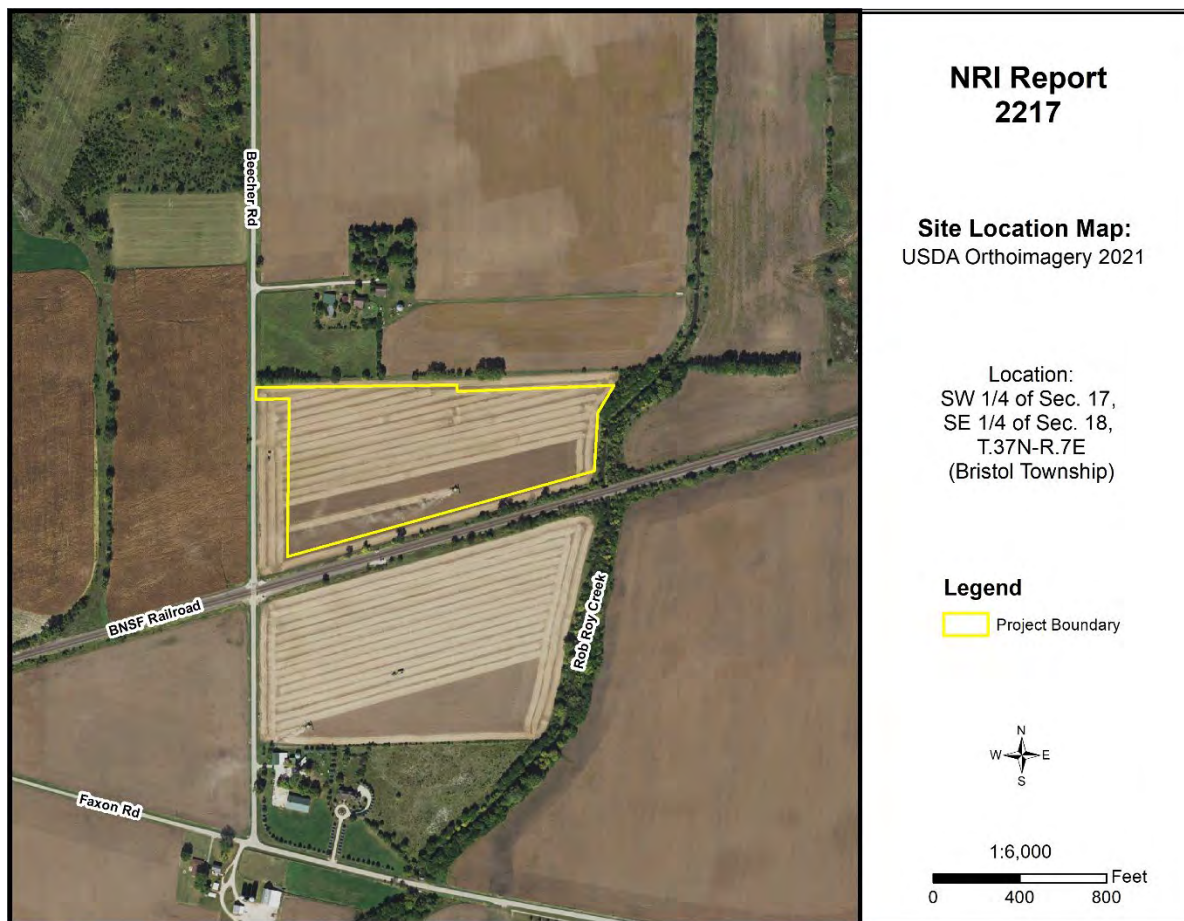
Site Location



0 0.25 0.5 1 Kilometers

0 0.125 0.25 0.5 Miles

# NATURAL RESOURCE INFORMATION (NRI) REPORT: #2217



Nov.  
2022

Petitioner: 312 Solar Development, LLC  
Contact: Dean Smith (New Leaf Energy)

Prepared By:



7775A Route 47  
Yorkville, Illinois 60560  
Phone: (630) 553-5821 x3  
[www.kendallswcd.org](http://www.kendallswcd.org)

## KENDALL COUNTY SOIL AND WATER CONSERVATION DISTRICT NATURAL RESOURCE INFORMATION (NRI) REPORT

Natural Resource Information Report Number	2217
Date District Board Reviews Application	November 2022
Applicant's Name	312 Solar Development, LLC
Size of Parcel	(+/-) 19 acres
Current Zoning & Use	A-1 Agricultural; Agricultural field
Proposed Zoning & Use	A-1 Agricultural Special Use; Solar Garden
Parcel Index Number(s)	02-18-400-002, 02-17-300-002
Contact Person	Dean Smith (New Leaf Energy)

Copies of this report or notification of the proposed land-use change was provided to:	Yes	No
The Applicant	X	
The Applicant's Legal Representation		X
The Local/Township Planning Commission	X	
The Village/City/County Planning and Zoning Department or Appropriate Agency	X	
The Kendall County Soil and Water Conservation District Files	X	

Report Prepared By: *Alyse Olson* Position: *Resource Conservationist*



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## ***PURPOSE AND INTENT***

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The purpose of this report is to provide officials of the local governing body and other decision-makers with natural resource information. This information may be useful when undertaking land use decisions concerning variations, amendments or relief of local zoning ordinances, proposed subdivision of vacant or agricultural lands and the subsequent development of these lands. This report is a requirement under Section 22.02a of the Illinois Soil and Water Conservation Districts Act.

The intent of this report is to present the most current natural resource information available in a readily understandable manner. It contains a description of the present site conditions, the present resources, and the potential impacts that the proposed change may have on the site and its resources. The natural resource information was gathered from standardized data, on-site investigations and information furnished by the petitioner. This report must be read in its entirety so that the relationship between the natural resource factors and the proposed land use change can be fully understood.

Due to the limitations of scale encountered with the various resource maps, the property boundaries depicted in the various exhibits in this report provide a generalized representation of the property location and may not precisely reflect the legal description of the PIQ (Parcel in Question).

This report, when used properly, will provide the basis for proper land use change decisions and development while protecting the natural resource base of the county. It should not be used in place of detailed environmental and/or engineering studies that are warranted under most circumstances, but in conjunction with those studies.

The conclusions of this report in no way indicate that a certain land use is not possible, but it should alert the reader to possible problems that may occur if the capabilities of the land are ignored. Any questions on the technical data supplied in this report or if anyone feels that they would like to see more additional specific information to make the report more effective, please contact:

**Kendall County Soil and Water Conservation District**  
**7775A Route 47, Yorkville, IL 60560**  
**Phone: (630) 553-5821 ext. 3**  
**E-mail: [Alyse.Olson@il.nacdnet.net](mailto:Alyse.Olson@il.nacdnet.net)**

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## ***EXECUTIVE SUMMARY***

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Natural Resource Information Report Number	#2217
Petitioner	312 Solar Development, LLC
Contact Person	Dean Smith (New Leaf Energy)
County or Municipality the Petition is Filed With	United City of Yorkville
Location of Parcel	SW ¼ of Section 17, SE ¼ of Section 18, Township 37 North, Range 7 East (Bristol Township) of the 3 <sup>rd</sup> Principal Meridian
Project or Subdivision Name	Beecher Road Solar Garden
Existing Zoning & Land Use	A-1 Agricultural; Agricultural field
Proposed Zoning & Land Use	A-1 Agricultural Special Use; Solar Garden
Proposed Water Source	N/A
Proposed Type of Sewage Disposal System	N/A
Proposed Type of Storm Water Management	N/A
Size of Site	(+/-) 19 acres
Land Evaluation Site Assessment Score	Land Evaluation: 85; Site Assessment: N/A

## NATURAL RESOURCE CONSIDERATIONS

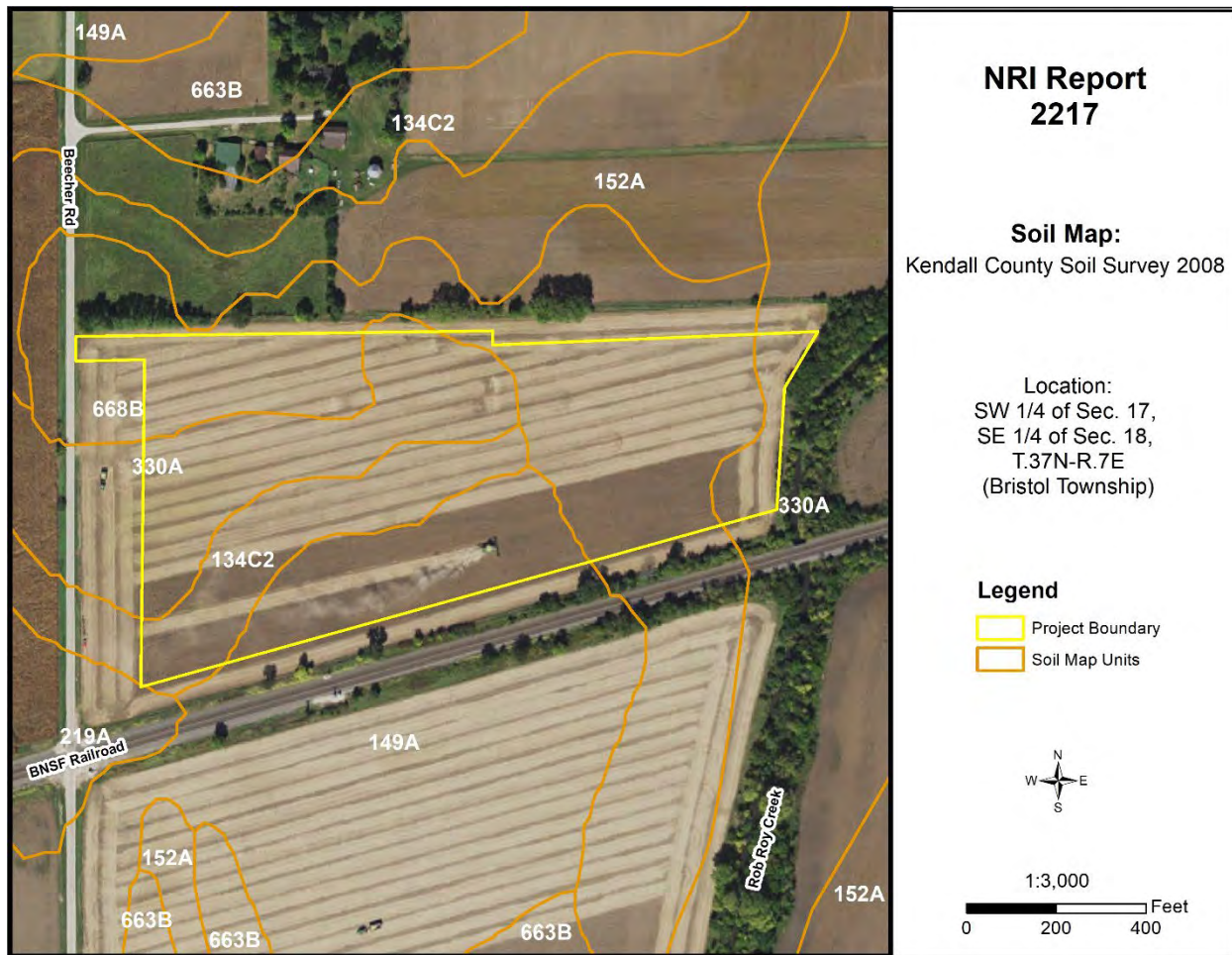


Figure 1: Soil Map

## SOIL INFORMATION

Based on information from the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) 2008 Kendall County Soil Survey, this parcel is shown to contain the following soil types (please note this does not replace the need for or results of onsite soil testing; if completed, please refer to onsite soil test results for planning/engineering purposes):

Table 1: Soils Information

Map Unit	Soil Name	Drainage Class	Hydrologic Group	Hydric Designation	Farmland Designation
134C2	Camden silt loam, 5-10% slopes, eroded	Well Drained	B	Non-Hydric, Hydric Inclusions Likely	Farmland of Statewide Importance
149A	Brenton silt loam, 0-2% slopes	Somewhat Poorly Drained	B/D	Non-Hydric, Hydric Inclusions Likely	Prime Farmland
330A	Peotone silty clay loam, 0-2% slopes	Very Poorly Drained	C/D	Hydric	Prime Farmland if Drained
668B	Somonauk silt loam, 2-5% slopes	Moderately Well Drained	C	Non-Hydric	Prime Farmland

**Hydrologic Soil Groups** – Soils have been classified into four (A, B, C, D) hydrologic groups based on runoff characteristics due to rainfall. If a soil is assigned to a dual hydrologic group (A/D, B/D or C/D), the first letter is for drained areas and the second letter is for undrained areas.

- **Hydrologic group A:** Soils have a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.
- **Hydrologic group B:** Soils have a moderate infiltration rate when thoroughly wet, consist chiefly of moderately deep to deep, moderately well drained to well drained soils that have a moderately fine to moderately coarse texture. These soils have a moderate rate of water transmission.
- **Hydrologic group C:** Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.
- **Hydrologic group D:** Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

**Hydric Soils** – A hydric soil is one that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile that supports the growth or regeneration of hydrophytic vegetation. Soils with hydric inclusions have map units dominantly made up of non-hydric soils that may have inclusions of hydric soils in the lower positions on the landscape. Of the soils found onsite, one is classified as hydric soil (330A Peotone silty clay loam), one is classified as non-hydric soil (668B Somonauk silt loam), and two are classified as non-hydric soil with hydric inclusions likely (134C2 Camden silt loam and 149A Brenton silt loam).

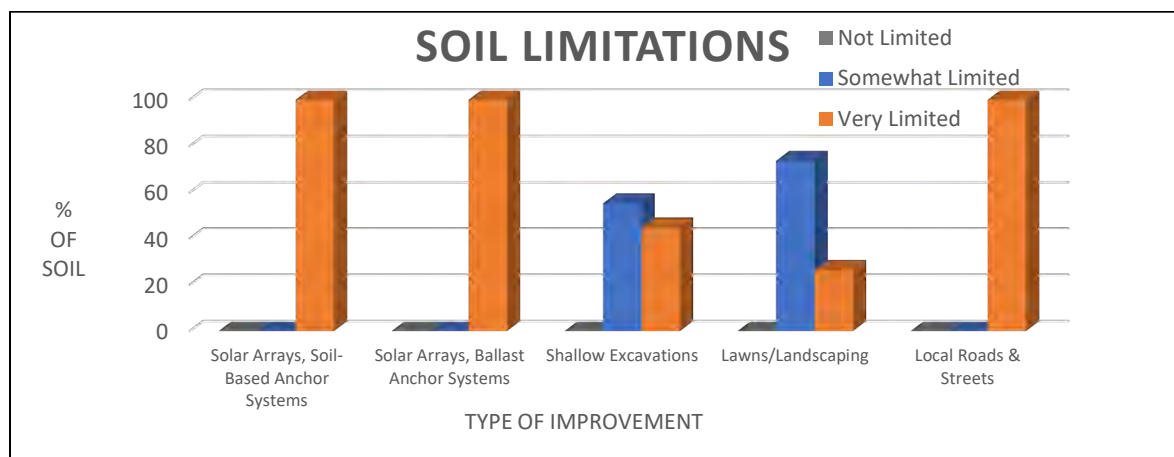
**Prime Farmland** – Prime farmland is land that has the best combination of physical and chemical characteristics for agricultural production. Prime farmland soils are an important resource to Kendall County and some of the most productive soils in the United States occur locally. Of the soils found onsite, two are designated as prime farmland (149A Brenton silt loam and 668B Somonauk silt loam), one is designated as prime farmland if drained (330A Peotone silty clay loam), and one is designated as farmland of statewide importance (134C2 Camden silt loam). All are considered designations of prime farmland.

**Soil Limitations** – The USDA-NRCS Web Soil Survey rates the limitations of soils for dwellings, small commercial buildings, solar arrays, shallow excavations, lawns/landscaping, local roads and streets, etc. Soils have different properties which influence the development of building sites. The USDA-NRCS classifies soils as Not Limited, Somewhat Limited, and Very Limited. Soils that are Not Limited indicates that the soil has properties that are favorable for the specified use. They will perform well and will have low maintenance. Soils that are Somewhat Limited are moderately favorable, and their limitations can be overcome through special planning, design, or installation. Soils that are Very Limited have features that are unfavorable for the specified use, and their limitations cannot easily be overcome.



**Table 2:** Soil Limitations

Soil Type	Solar Arrays, Soil-Based Anchor Systems	Solar Arrays, Ballast Anchor Systems	Shallow Excavations	Lawns/Landscaping	Local Roads & Streets
134C2	Very Limited	Very Limited	Somewhat Limited	Somewhat Limited	Very Limited
149A	Very Limited	Very Limited	Very Limited	Somewhat Limited	Very Limited
330A	Very Limited	Very Limited	Very Limited	Very Limited	Very Limited
668B	Very Limited	Very Limited	Somewhat Limited	Somewhat Limited	Very Limited

**Figure 2:** Soil Limitations

### KENDALL COUNTY LAND EVALUATION AND SITE ASSESSMENT (LESA)

Decision-makers in Kendall County use the Land Evaluation and Site Assessment (LESA) system to determine the suitability of a land use change and/or a zoning request as it relates to agricultural land. The LESA system was developed by the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) and takes into consideration local conditions such as physical characteristics of the land, compatibility of surrounding land-uses, and urban growth factors. The LESA system is a two-step procedure that includes:

- Land Evaluation (LE):** The soils of a given area are rated and placed in groups ranging from the best to worst suited for a stated agriculture use, cropland, or forestland. The best group is assigned a value of 100 and all other groups are assigned lower values. The Land Evaluation is based on data from the Kendall County Soil Survey. The Kendall County Soil and Water Conservation District is responsible for this portion of the LESA system.
  - The Land Evaluation score for this site is **85**, indicating that the soils are **well suited** for agricultural uses.
- Site Assessment (SA):** The site is numerically evaluated according to important factors that contribute to the quality of the site. Each factor selected is assigned values in accordance with the local needs and objectives. The Site Assessment value is based on a 200-point scale and accounts for 2/3 of the total score. The Kendall County LESA Committee is responsible for this portion of the LESA system.

**Please Note:** A land evaluation (LE) score will be compiled for every project parcel. However, when a parcel is located within municipal planning boundaries, a site assessment (SA) score is not compiled as the scoring factors are not applicable. As a result, only the LE score is available, and

a full LESA score is unavailable for the parcel.

- The Site Assessment score for this site is **not applicable**.

### **WETLANDS**

The U.S. Fish & Wildlife Service's National Wetlands Inventory map does not indicate the presence of a wetland(s)/waters on the proposed project site. To determine if a wetland is present, a wetland delineation specialist, who is recognized by the U.S. Army Corps of Engineers, should determine the exact boundaries and value of the wetlands. Please note that a Wetland Delineation Report dated July 22, 2022 was prepared by ENCAP, Inc. The results of their on-site investigation indicated the presence of two farmed wetlands within the project area. One off-site wetland (Rob Roy Creek) was also identified.

### **FLOODPLAIN**

The Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for Kendall County, Community Panel No. 17093C0040G (effective date February 4, 2009) was reviewed to determine the presence of floodplain and floodway areas within the project site. According to the map, the site is **not** located within the floodplain or floodway.

### **SEDIMENT AND EROSION CONTROL**

Development on this site should include an erosion and sediment control plan in accordance with local, state, and federal regulations. Soil erosion on construction sites is a resource concern because suspended sediment from areas undergoing development is a primary nonpoint source of water pollution. Please consult the *Illinois Urban Manual* (<https://illinoisurbanmanual.org/>) for appropriate best management practices.

### **STORMWATER POLLUTION**

A National Pollutant Discharge Elimination System (NPDES) permit (Permit No. ILR10) from the Illinois Environmental Protection Agency (IEPA) is required for stormwater discharges from construction sites that will disturb 1 or more acres of land. Conditions of the NPDES ILR10 permit require the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) to reduce stormwater pollutants on the construction site before they can cause environmental issues.

**LAND USE FINDINGS:**

The Kendall County Soil and Water Conservation District (SWCD) Board has reviewed the proposed site plans for Petitioner 312 Solar Development, LLC. The petitioner is requesting a Special Use Permit on two parcels (Parcel Index Numbers 02-18-400-002 and 02-17-300-002) to construct a solar facility within Bristol Township of Kendall County located in the SW ¼ of Section 17, SE ¼ of Section 18, Township 37N, and Range 7E of the 3<sup>rd</sup> Principal Meridian. Based on the information provided by the petitioner and a review of natural resource related data available to the Kendall County SWCD, the SWCD Board presents the following information.

The Kendall County SWCD has always had the opinion that prime farmland should be preserved whenever feasible. Of the soils found onsite, all are designated as prime farmland, prime farmland if drained, or farmland of statewide importance. A land evaluation (LE), which is a part of the Land Evaluation and Site Assessment (LESA), was conducted on this parcel. The soils on this parcel scored an 85 out of a possible 100 points indicating that the soils are well suited for agricultural uses. A site assessment (SA) was not completed on this parcel. When a parcel is located within municipal planning boundaries, a site assessment score is not compiled as the scoring factors are not applicable.

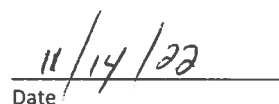
Soils found on the project site are rated for specific uses and can have potential limitations for development. Soil types with severe limitations do not preclude the ability to develop the site for the proposed use, but it is important to note that the limitation may require soil reclamation, special design/engineering, or maintenance to obtain suitable soil conditions to support development with significant limitations. This report indicates that for soils located on the parcel, 100% are considered very limited for solar arrays (soil-based & ballast anchor systems) and local roads/streets, 45% are very limited for shallow excavations, and 26% are very limited for lawns/landscaping. The remaining soils are considered somewhat limited for these types of developments/uses. This information is based on the soil in an undisturbed state.

This site is located within the Fox River watershed and the Rob Roy Creek sub watershed. This development should include a soil erosion and sediment control plan to be implemented during construction. Sediment may become a primary non-point source of pollution; eroded soils during the construction phase can create unsafe conditions on roadways, degrade water quality and destroy aquatic ecosystems lower in the watershed.

For intense use, it is recommended that a drainage tile survey be completed on the parcel to locate the subsurface drainage tile and should be taken into consideration during the land use planning process. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. Impaired tile may affect a few acres or hundreds of acres of drainage.

The information that is included in this Natural Resources Information Report is to assure that the Land Developers take into full consideration the limitations of that land that they wish to develop. Guidelines and recommendations are also a part of this report and should be considered in the planning process. The Natural Resource Information Report is required by the Illinois Soil and Water Conservation District Act (Ill. Compiled Statutes, Ch. 70, Par 405/22.02a).

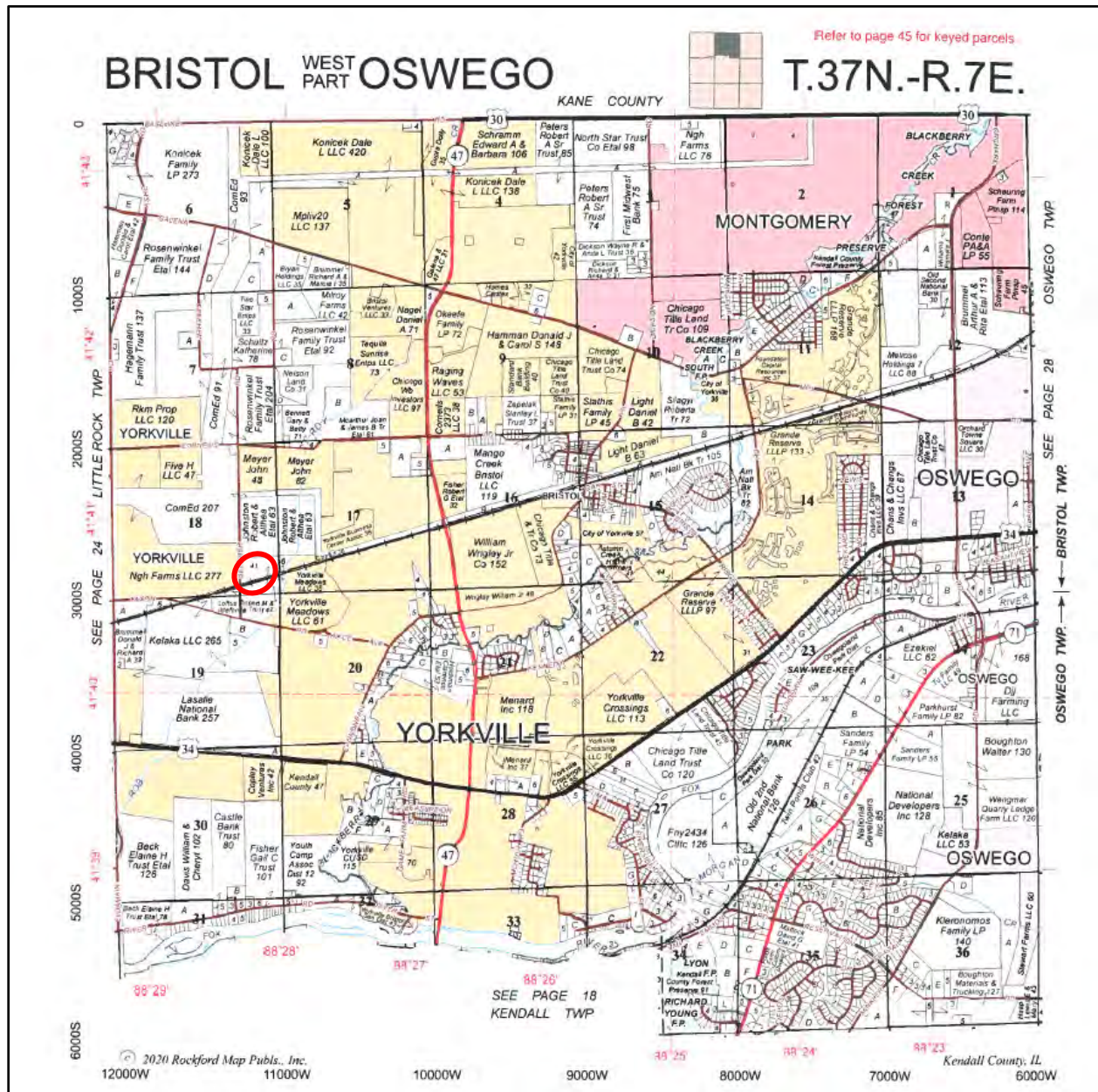
  
SWCD Board Representative

  
Date 11/14/22

## PARCEL LOCATION

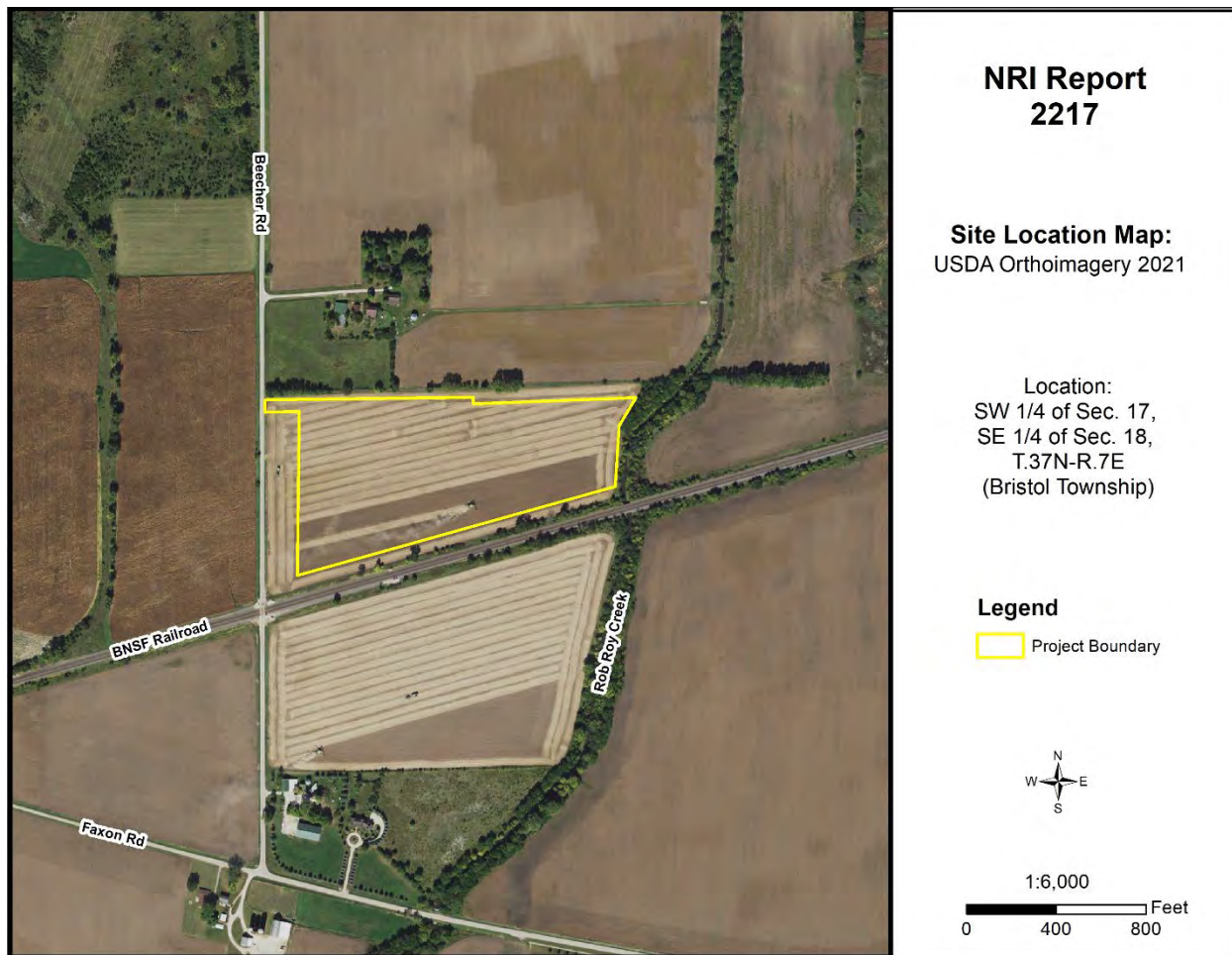
## Location Map for Natural Resources Information Report #2217

SW ¼ of Section 17, SE ¼ of Section 18, Township 37 North, Range 7 East (Bristol Township) on approximately 19 acres. This parcel is located on the east side of Beecher Road, south of Corneils Road, west of Rob Roy Creek, and north of the Burlington Northern Santa Fe (BNSF) Railroad in Yorkville, IL.



**Figure 3: 2021 Plat Map**





**Figure 4:** 2021 Aerial Map with NRI Project Boundary

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## **ARCHAEOLOGIC/CULTURAL RESOURCES INFORMATION**

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Simply stated, cultural resources are all the past activities and accomplishments of people. They include the following: buildings; objects made or used by people; locations; and less tangible resources, such as stories, dance forms, and holiday traditions.

The Soil and Water Conservation District most often encounters cultural resources as historical properties. These may be prehistoric or historical sites, buildings, structures, features, or objects. The most common type of historical property that the Soil and Water Conservation District may encounter is non-structural archaeological sites. These sites often extend below the soil surface and must be protected against disruption by development or other earth moving activity if possible. Cultural resources are *non-renewable* because there is no way to “grow” a site to replace a disrupted site.

Landowners with historical properties on their land have ownership of that historical property. However, the State of Illinois owns all the following: human remains, grave markers, burial mounds, and artifacts associated with graves and human remains.

Non-grave artifacts from archaeological sites and historical buildings are the property of the landowner. The landowner may choose to disturb a historical property but may not receive federal or state assistance to do so. If an earth moving activity disturbs human remains, the landowner must contact the county coroner within 48 hours.

<p><b>The Illinois Historic Preservation Agency has not been notified of the proposed land use change by the Kendall County SWCD. The applicant may need to contact the IHPA according to current Illinois law.</b></p>
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## ***ECOLOGICALLY SENSITIVE AREAS***

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### **WHAT IS BIOLOGICAL DIVERSITY AND WHY SHOULD IT BE CONSERVED?<sup>1</sup>**

Biological diversity, or biodiversity, is the range of life on our planet. A more thorough definition is presented by botanist Peter H. Raven: “At the simplest level, biodiversity is the sum total of all the plants, animals, fungi and microorganisms in the world, or in a particular area; all of their individual variation; and all of the interactions between them. It is the set of living organisms that make up the fabric of the planet Earth and allow it to function as it does, by capturing energy from the sun and using it to drive all of life’s processes; by forming communities of organisms that have, through the several billion years of life’s history on Earth, altered the nature of the atmosphere, the soil and the water of our Planet; and by making possible the sustainability of our planet through their life activities now” (Raven 1994).

It is not known how many species occur on our planet. Presently, about 1.4 million species have been named. It has been estimated that there are perhaps 9 million more that have not been identified. What is known is that they are vanishing at an unprecedented rate. Reliable estimates show extinction occurring at a rate several orders of magnitude above “background” in some ecological systems (Wilson 1992, Hoose 1981).

The reasons for protecting biological diversity are complex, but they fall into four major categories. First, loss of diversity generally weakens entire natural systems. Healthy ecosystems tend to have many natural checks and balances. Every species plays a role in maintaining this system. When simplified by the loss of diversity, the system becomes more susceptible to natural and artificial perturbations. The chances of a system-wide collapse increase. In parts of the midwestern United States, for example, it was only the remnant areas of natural prairies that kept soil intact during the dust bowl years of the 1930s (Roush 1982).

Simplified ecosystems are almost always expensive to maintain. For example, when synthetic chemicals are relied upon to control pests, the target species are not the only ones affected. Their predators are almost always killed or driven away, exasperating the pest problem. In the meantime, people are unintentionally breeding pesticide-resistant pests. A process has begun where people become perpetual guardians of the affected area, which requires the expenditure of financial resources and human ingenuity to keep the system going.

A second reason for protecting biological diversity is that it represents one of our greatest untapped resources. Great benefits can be reaped from a single species. About 20 species provide 90% of the world’s food. Of these 20, just three, wheat, maize, and rice supply over one half of that food. American wheat farmers need new varieties every five to 15 years to compete with pests and diseases. Wild strains of wheat are critical genetic reservoirs for these new varieties.

Further, every species is a potential source of human medicine. In 1980, a published report identified the market value of prescription drugs from higher plants at over \$3 billion. Organic alkaloids, a class of

chemical compounds used in medicines, are found in an estimated 20% of plant species. Yet only 2% of plant species have been screened for these compounds (Hoose 1981).

The third reason for protecting diversity is that humans benefit from natural areas and depend on healthy ecosystems. The natural world supplies our air, our water, our food and supports human economic activity. Further, humans are creatures that evolved in a diverse natural environment between forest and grasslands. People need to be reassured that such places remain. When people speak of “going to the country,” they generally mean more than getting out of town. For reasons of their own sanity and wellbeing, they need a holistic, organic experience. Prolonged exposure to urban monotony produces neuroses, for which cultural and natural diversity cure.

Historically, the lack of attention to biological diversity, and the ecological processes it supports, has resulted in economic hardships for segments of the basin’s human population.

The final reason for protecting biological diversity is that species and natural systems are intrinsically valuable. The above reasons have focused on the benefits of the natural world to humans. All things possess intrinsic value simply because they exist.

#### **BIOLOGICAL RESOURCES CONCERNING THE SUBJECT PARCEL**

As part of the Natural Resources Information Report, staff checks office maps to determine if any nature preserves or ecologically sensitive areas are in the general vicinity of the parcel in question. If there is a nature preserve in the area, then that resource will be identified as part of the report. The SWCD recommends that every effort be made to protect that resource. Such efforts should include, but are not limited to erosion control, sediment control, stormwater management, and groundwater monitoring.

**Office maps indicate that ecologically sensitive area(s) are located on or near the parcel in question (PIQ). Rob Roy Creek, a tributary to the Fox River, flows near the eastern boundary of the parcel.**

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<sup>1</sup>Taken from *The Conservation of Biological Diversity in the Great Lakes Ecosystem: Issues and Opportunities*, prepared by the Nature Conservancy Great Lakes Program 79W. Monroe Street, Suite 1309, Chicago, IL 60603, January 1994.



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## ***SOILS INFORMATION***

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### **IMPORTANCE OF SOILS INFORMATION**

Soils information comes from the Natural Resources Conservation Service Soil Maps and Descriptions for Kendall County. This information is important to all parties involved in determining the suitability of the proposed land use change.

Each soil polygon is given a number, which represents its soil type. The letter found after the soil type number indicates the soils slope class.

Each soil map unit has limitations for a variety of land uses such as septic systems, buildings with basements, and buildings without basements. It is important to remember that soils do not function independently of each other. The behavior of a soil depends upon the physical properties of adjacent soil types, the presence of artificial drainage, soil compaction, and its position in the local landscape.

The limitation categories (not limited, somewhat limited, or very limited) indicate the potential for difficulty in using that soil unit for the proposed activity and, thus, the degree of need for thorough soil borings and engineering studies. A limitation does not necessarily mean that the proposed activity cannot be done on that soil type. It does mean that the reasons for the limitation need to be thoroughly understood and dealt with to complete the proposed activity successfully. Very limited indicates that the proposed activity will be more difficult and costly to do on that soil type than on a soil type with a somewhat limited or not limited rating.

Soil survey interpretations are predictions of soil behavior for specified land uses and specified management practices. They are based on the soil properties that directly influence the specified use of the soil. Soil survey interpretations allow users of soil surveys to plan reasonable alternatives for the use and management of soils.

Soil interpretations do not eliminate the need for on-site study and testing of specific sites for the design and construction for specific uses. They can be used as a guide for planning more detailed investigations and for avoiding undesirable sites for an intended use. The scale of the maps and the range of error limit the use of the soil delineation.

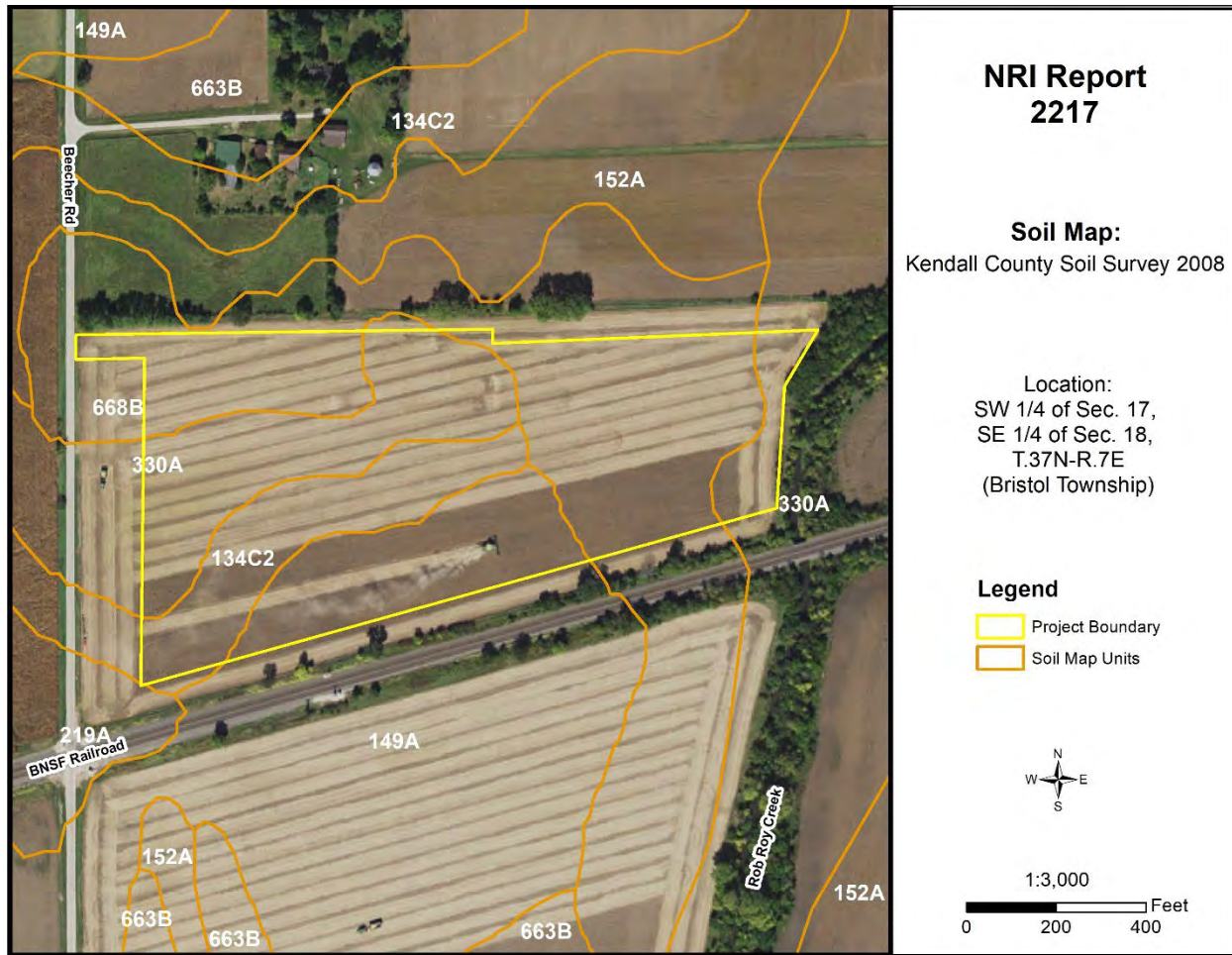


Figure 5: Soil Map

Table 3: Soil Map Unit Descriptions

Symbol	Descriptions	Acres	Percent
134C2	Camden silt loam, 5-10% slopes, eroded	3.2	16.6%
149A	Brenton silt loam, 0-2% slopes	3.5	18.4%
330A	Peotone silty clay loam, 0-2% slopes	5.0	26.4%
668B	Somonauk silt loam, 2-5% slopes	7.3	38.6%

Source: National Cooperative Soil Survey – USDA-NRCS

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## ***SOILS INTERPRETATIONS EXPLANATION***

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### **GENERAL – NONAGRICULTURAL**

These interpretative ratings help engineers, planners, and others to understand how soil properties influence behavior when used for nonagricultural uses such as building site development or construction materials. This report gives ratings for proposed uses in terms of limitations and restrictive features. The tables list only the most restrictive features.

Other features may need treatment to overcome soil limitations for a specific purpose. Ratings come from the soil's "natural" state, that is, no unusual modification occurs other than that which is considered normal practice for the rated use. Even though soils may have limitations, an engineer may alter soil features or adjust building plans for a structure to compensate for most degrees of limitations. Most of these practices, however, are costly. The final decision in selecting a site for a particular use generally involves weighing the costs for site preparation and maintenance. Soil properties influence development of building sites, including the selection of the site, the design of the structure, construction, performance after construction, and maintenance. Soil limitation ratings of not limited, somewhat limited, and very limited are given for the types of proposed improvements that are listed or inferred by the petitioner as entered on the report application and/or zoning petition. The most common types of building limitation that this report gives limitations ratings for is septic systems. It is understood that engineering practices can overcome most limitations for buildings with and without basements, and small commercial buildings. Limitation ratings for these types of buildings are not commonly provided. Organic soils, when present on the parcel, are referenced in the hydric soils section of the report. This type of soil is considered unsuitable for all types of construction.

### **LIMITATIONS RATINGS**

- **Not Limited:** This soil has favorable properties for the use. The degree of limitation is minor. The people involved can expect good performance and low maintenance.
- **Somewhat Limited:** This soil has moderately favorable properties for the use. Special planning, design, or maintenance can overcome this degree of limitation. During some part of the year, the expected performance is less desirable than for soils rated slight.
- **Very Limited:** This soil has one or more properties that are unfavorable for the rated use. These may include the following: steep slopes, bedrock near the surface, flooding, high shrink-swell potential, a seasonal high water table, or low strength. This degree of limitation generally requires major soil reclamation, special design, or intensive maintenance, which in most situations is difficult and costly.

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## ***BUILDING LIMITATIONS***

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### **BUILDING ON POORLY SUITED OR UNSUITABLE SOILS**

Building on poorly suited or unsuitable soils can present problems to future property owners such as cracked foundations, wet basements, lowered structural integrity and high maintenance costs associated with these problems. The staff of the Kendall County SWCD strongly urges scrutiny by the plat reviewers when granting parcels with these soils exclusively.

**Solar Arrays, Soil-Based Anchor Systems** – Ground-based solar arrays are sets of photovoltaic panels that are not situated on a building or pole. These installations consist of a racking system that holds the panel in the desired orientation and the foundation structures that hold the racking system to the ground. Two basic methods are used to hold the systems to the ground, based on site conditions and cost. One method employs driven piles, screw augers, or concrete piers that penetrate the soil to provide a stable foundation.

**Solar Arrays, Ballast Anchor Systems** Ground-based solar arrays are sets of photovoltaic panels that are not situated on a building or pole. These installations consist of a racking system that holds the panel in the desired orientation and the foundation structures that hold the racking system to the ground. Ballast anchor systems can be used in some places where soil-penetrating systems cannot, such as in shallow or stony soil. Also, since they do not penetrate the soil, ballast systems can be used where the soil is contaminated, and disturbance is to be avoided. The soil in the area must have sufficient strength to be able to support the vehicles that haul the ballast and the machinery to install it.

**Shallow Excavations** – Trenches or holes dug to a maximum depth of 5 or 6 feet for utility lines, open ditches, or other purposes. Ratings are based on soil properties that influence the ease of digging and the resistance to sloughing.

**Lawns and Landscaping** – Require soils on which turf and ornamental trees and shrubs can be established and maintained (irrigation is not considered in the ratings). The ratings are based on the soil properties that affect plant growth and trafficability after vegetation is established.

**Local Roads and Streets** – They have an all-weather surface and carry automobile and light truck traffic all year. They have a subgrade of cut or fill soil material, a base of gravel, crushed rock or soil material stabilized by lime or cement; and a surface of flexible material (asphalt), rigid material (concrete) or gravel with a binder. The ratings are based on the soil properties that affect the ease of excavation and grading and the traffic-supporting capacity.



**Table 4:** Building Limitations

<b>Soil Type</b>	<b>Solar Arrays, Soil-Based Anchor Systems</b>	<b>Solar Arrays, Ballast Anchor Systems</b>	<b>Shallow Excavations</b>	<b>Lawns &amp; Landscaping</b>	<b>Local Roads &amp; Streets</b>	<b>Acres</b>	<b>%</b>
134C2	<b>Very Limited:</b> Frost action Low strength Steel corrosion Shrink-swell Hillslope position	<b>Very Limited:</b> Frost action Low strength Hillslope position Slope direction & gradient	<b>Somewhat Limited:</b> Dusty Unstable excavation walls	<b>Somewhat Limited:</b> Dusty	<b>Very Limited:</b> Frost action Low strength Shrink-swell	3.2	16.6%
149A	<b>Very Limited:</b> Frost action Low strength Steel corrosion Depth to saturated zone Hillslope position	<b>Very Limited:</b> Frost action Low strength Depth to saturated zone Hillslope position	<b>Very Limited:</b> Depth to saturated zone Dusty Unstable excavation walls	<b>Somewhat Limited:</b> Depth to saturated zone Dusty	<b>Very Limited:</b> Frost action Low strength Depth to saturated zone Shrink-swell	3.5	18.4%
330A	<b>Very Limited:</b> Ponding Depth to saturated zone Shrink-swell Frost action Low strength	<b>Very Limited:</b> Ponding Depth to saturated zone Frost action Low strength Slope shape across	<b>Very Limited:</b> Ponding Depth to saturated zone Unstable excavation walls Dusty Too clayey	<b>Very Limited:</b> Ponding Depth to saturated zone Dusty	<b>Very Limited:</b> Ponding Depth to saturated zone Shrink-swell Frost action Low strength	5.0	26.4%
668B	<b>Very Limited:</b> Frost action Steel corrosion Shrink-swell Low strength Hillslope position	<b>Very Limited:</b> Frost action Low strength Hillslope position Slope shape across	<b>Somewhat Limited:</b> Depth to saturated zone Dusty Unstable excavation walls	<b>Somewhat Limited:</b> Dusty	<b>Very Limited:</b> Frost action Shrink-swell Low strength	7.3	38.6%
<b>% Very Limited</b>	<b>100%</b>	<b>100%</b>	<b>44.8%</b>	<b>26.4%</b>	<b>100%</b>		



**Figure 6A:** Map of Building Limitations – Solar Arrays (Soil-Based & Ballast Anchor Systems) and Local Roads & Streets (Paved & Unpaved)



**Figure 6B:** Map of Building Limitations – Shallow Excavations





**Figure 6C:** Map of Building Limitations – Lawns/Landscaping



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## **SOIL WATER FEATURES**

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Table 5, below, gives estimates of various soil water features that should be taken into consideration when reviewing engineering for a land use project.

**HYDROLOGIC SOIL GROUPS (HSGs)** – The groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

- **Group A:** Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.
- **Group B:** Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained, or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.
- **Group C:** Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.
- **Group D:** Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

**Note:** If a soil is assigned to a dual hydrologic group (A/D, B/D or C/D) the first letter is for drained areas and the second is for undrained areas.

**SURFACE RUNOFF** – Surface runoff refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based upon slope, climate and vegetative cover and indicates relative runoff for very specific conditions (it is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal). The classes are negligible, very low, low, medium, high, and very high.

**MONTHS** – The portion of the year in which a water table, ponding, and/or flooding is most likely to be a concern.

**WATER TABLE** – Water table refers to a saturated zone in the soil and the data indicates, by month, depth to the top (upper limit) and base (lower limit) of the saturated zone in most years. These estimates are based upon observations of the water table at selected sites and on evidence of a saturated zone (grayish colors or mottles (redoximorphic features)) in the soil. Note: A saturated zone that lasts for less than a month is not considered a water table.

**PONDING** – Ponding refers to standing water in a closed depression, and the data indicates surface water depth, duration, and frequency of ponding.

- **Duration:** Expressed as *very brief* if less than 2 days, *brief* if 2 to 7 days, *long* if 7 to 30 days and *very long* if more than 30 days.
- **Frequency:** Expressed as: *none* meaning ponding is not possible; *rare* means unlikely but possible under unusual weather conditions (chance of ponding is 0-5% in any year); *occasional* means that it occurs, on the average, once or less in 2 years (chance of ponding is 5 to 50% in any year); and frequent means that it occurs, on the average, more than once in 2 years (chance of ponding is more than 50% in any year).

**FLOODING** – The temporary inundation of an area caused by overflowing streams, by runoff from adjacent slopes, or by tides. Water standing for short periods after rainfall or snowmelt is not considered flooding, and water standing in swamps and marshes is considered ponding rather than flooding.

- **Duration:** Expressed as: *extremely brief* if 0.1 hour to 4 hours; *very brief* if 4 hours to 2 days; *brief* if 2 to 7 days; *long* if 7 to 30 days; and *very long* if more than 30 days.
- **Frequency:** Expressed as: *none* means flooding is not probable; *very rare* means that it is very unlikely but possible under extremely unusual weather conditions (chance of flooding is less than 1% in any year); *rare* means that it is unlikely but possible under unusual weather conditions (chance of flooding is 1 to 5% in any year); *occasional* means that it occurs infrequently under normal weather conditions (chance of flooding is 5 to 50% in any year but is less than 50% in all months in any year); and *very frequent* means that it is likely to occur very often under normal weather conditions (chance of flooding is more than 50% in all months of any year).

**Note:** The information is based on evidence in the soil profile. In addition, consideration is also given to local information about the extent and levels of flooding and the relation of each soil on the landscape to historic floods. Information on the extent of flooding based on soil data is less specific than that provided by detailed engineering surveys that delineate flood-prone areas at specific flood frequency levels.

**Table 5: Water Features**

Map Unit	Hydrologic Group	Surface Runoff	Water Table	Ponding	Flooding
134C2	B	Medium	<u>January – December</u> <b>Upper Limit:</b> -- <b>Lower Limit:</b> --	<u>January – December</u> <b>Surface Water Depth:</b> -- <b>Duration:</b> -- <b>Frequency:</b> --	<u>January – December</u> <b>Duration:</b> -- <b>Frequency:</b> None
149A	B/D	Low	<u>January - May</u> <b>Upper Limit:</b> 1.0'-2.0' <b>Lower Limit:</b> 6.0' <u>June – December</u> <b>Upper Limit:</b> -- <b>Lower Limit:</b> --	<u>January – December</u> <b>Surface Water Depth:</b> -- <b>Duration:</b> -- <b>Frequency:</b> --	<u>January – December</u> <b>Duration:</b> -- <b>Frequency:</b> None
330A	C/D	Negligible	<u>January - June</u> <b>Upper Limit:</b> 0.0'-1.0' <b>Lower Limit:</b> 6.0' <u>July – December</u> <b>Upper Limit:</b> -- <b>Lower Limit:</b> --	<u>January – June</u> <b>Surface Water Depth:</b> 0.0'-0.5' <b>Duration:</b> Brief (2 to 7 days) <b>Frequency:</b> Frequent <u>July – December</u> <b>Surface Water Depth:</b> -- <b>Duration:</b> -- <b>Frequency:</b> --	<u>January – December</u> <b>Duration:</b> -- <b>Frequency:</b> None

Map Unit	Hydrologic Group	Surface Runoff	Water Table	Ponding	Flooding
668B	C	Low	<u>January</u> <b>Upper Limit:</b> -- <b>Lower Limit:</b> -- <u>February – April</u> <b>Upper Limit:</b> 2.0-3.5' <b>Lower Limit:</b> 6.0' <u>May – December</u> <b>Upper Limit:</b> -- <b>Lower Limit:</b> --	<u>January – December</u> <b>Surface Water Depth:</b> -- <b>Duration:</b> -- <b>Frequency:</b> --	<u>January – December</u> <b>Duration:</b> -- <b>Frequency:</b> None

## ***SOIL EROSION AND SEDIMENT CONTROL***

Erosion is the wearing away of the soil by water, wind, and other forces. Soil erosion threatens the Nation's soil productivity and contributes the most pollutants in our waterways. Water causes about two thirds of erosion on agricultural land. Four properties, mainly, determine a soil's erodibility: texture, slope, structure, and organic matter content.

**Slope** has the most influence on soil erosion potential when the site is under construction. Erosivity and runoff increase as slope grade increases. The runoff then exerts more force on the particles, breaking their bonds more readily and carrying them farther before deposition. The longer water flows along a slope before reaching a major waterway, the greater the potential for erosion.

Soil erosion during and after this proposed construction can be a primary non-point source of water pollution. Eroded soil during the construction phase can create unsafe conditions on roadways, decrease the storage capacity of lakes, clog streams and drainage channels, cause deterioration of aquatic habitats, and increase water treatment costs. Soil erosion also increases the risk of flooding by choking culverts, ditches, and storm sewers and by reducing the capacity of natural and man-made detention facilities.

The general principles of erosion and sedimentation control measures include:

- Reducing/diverting flow from exposed areas, storing flows, or limiting runoff from exposed areas
- Staging construction to keep disturbed areas to a minimum
- Establishing or maintaining temporary or permanent groundcover
- Retaining sediment on site
- Properly installing, inspecting, and maintaining control measures

Erosion control practices are useful controls only if they are properly located, installed, inspected, and maintained. Soil erosion and sedimentation control plans, including maintenance responsibilities, should be clearly communicated to all contractors working on the site.

The SWCD recommends an erosion and sediment control plan for all building sites, especially if there is a wetland or stream nearby. Additionally, a National Pollutant Discharge Elimination System (NPDES) permit (Permit No. ILR10) from the Illinois Environmental Protection Agency (IEPA) is required for stormwater discharges from construction sites that will disturb 1 or more acres of land. Conditions of the NPDES ILR10 permit require the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) to reduce stormwater pollutants on the construction site before they can cause environmental issues.

**Table 6:** Soil Erosion Potential

<b>Soil Type</b>	<b>Slope</b>	<b>Rating</b>	<b>Acreage</b>	<b>Percent of Parcel</b>
134C2	5-10%	Moderate	3.2	16.6%
149A	0-2%	Slight	3.5	18.4%
330A	0-2%	Slight	5.0	26.4%
668B	2-5%	Slight	7.3	38.6%



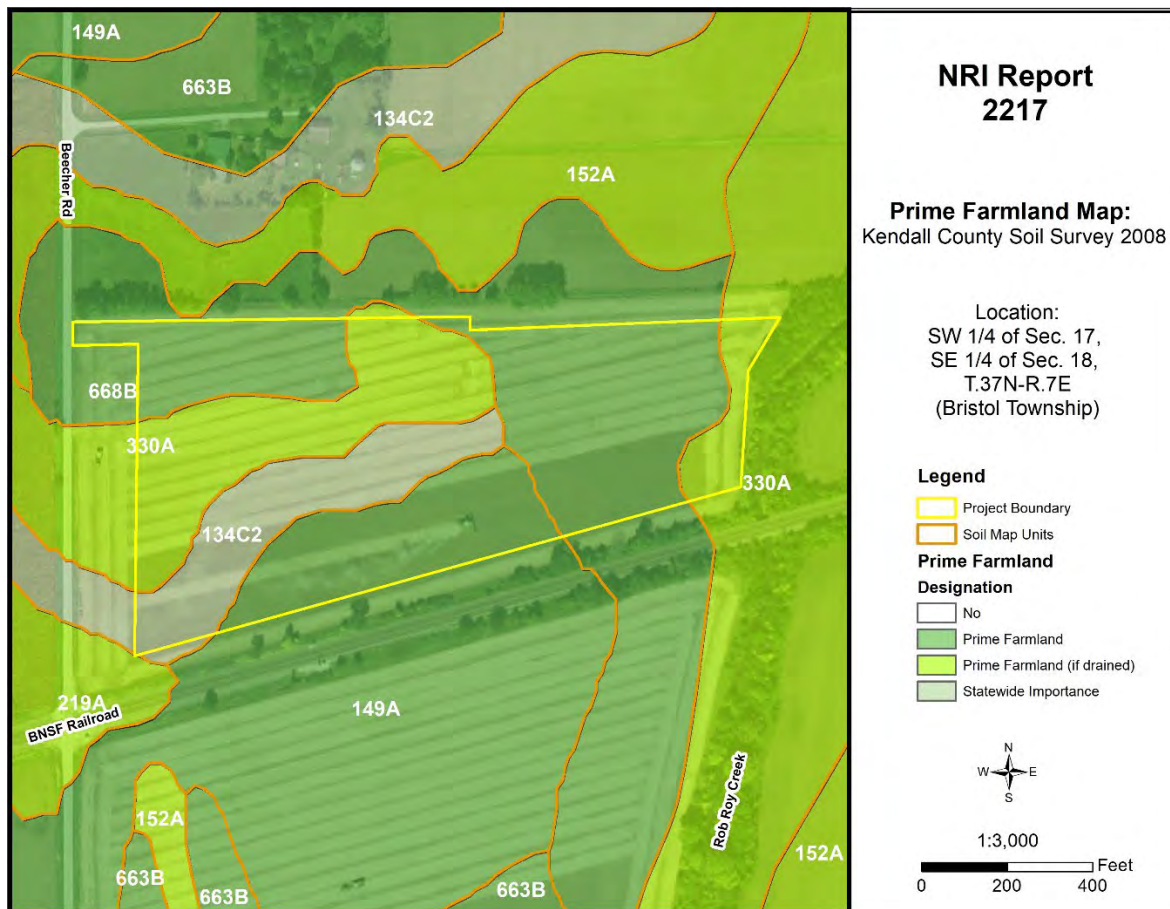
## ***PRIME FARMLAND SOILS***

Prime farmland soils are an important resource to Kendall County. Some of the most productive soils in the United States occur locally. Each soil map unit in the United States is assigned a prime or non-prime rating. Prime agricultural land does not need to be in the production of food & fiber.

Section 310 of the NRCS general manual states that urban or built-up land on prime farmland soils is not prime farmland. The percentages of soil map units on the parcel reflect the determination that urban or built up land on prime farmland soils is not prime farmland.

**Table 7:** Prime Farmland Soils

Soil Types	Prime Designation	Acreage	Percent
134C2	Farmland of Statewide Importance	3.2	16.6%
149A	Prime Farmland	3.5	18.4%
330A	Prime Farmland if Drained	5.0	26.4%
668B	Prime Farmland	7.3	38.6%
<b>% Prime Farmland</b>	<b>100%</b>		



**Figure 7:** Map of Prime Farmland Soils

## **LAND EVALUATION AND SITE ASSESSMENT (LESA)**

Decision-makers in Kendall County use the Land Evaluation and Site Assessment (LESA) system to determine the suitability of a land use change and/or a zoning request as it relates to agricultural land. The LESA system was developed by the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) and takes into consideration local conditions such as physical characteristics of the land, compatibility of surrounding land-uses, and urban growth factors. The LESA system is a two-step procedure that includes:

### **LAND EVALUATION (LE)**

The soils of a given area are rated and placed in groups ranging from the best to worst suited for a stated agriculture use, cropland, or forestland. The best group is assigned a value of 100, and all other groups are assigned lower values. The Land Evaluation is based on data from the Kendall County Soil Survey. The LE score is calculated by multiplying the relative value of each soil type by the number of acres of that soil. The sum of the products is then divided by the total number of acres; the answer is the Land Evaluation score on this site. The Kendall County Soil and Water Conservation District is responsible for this portion of the LESA system.

### **SITE ASSESSMENT (SA)**

The site is numerically evaluated according to important factors that contribute to the quality of the site. Each factor selected is assigned values in accordance with the local needs and objectives. The value group is a predetermined value based upon prime farmland designation. The Kendall County LESA Committee is responsible for this portion of the LESA system.

**Please Note:** A land evaluation (LE) score will be compiled for every project parcel. However, when a parcel is located within municipal planning boundaries, a site assessment (SA) score is not compiled as the scoring factors are not applicable. As a result, only the LE score is available, and a full LESA score is unavailable for the parcel.

**Table 8:** Land Evaluation Computation

Soil Type	Value Group	Relative Value	Acres	Product (Relative Value x Acres)
134C2	5	82	3.2	262.4
149A	1	100	3.5	350.0
330A	3	87	5.0	435.0
668B	4	79	7.3	576.7
<b>Totals</b>			<b>19.0</b>	<b>1,624.1</b>
<b>LE Calculation</b>			(Product of relative value / Total Acres) 1,624.1 / 19.0 = 85.4	
<b>LE Score</b>			<b>LE = 85</b>	

The Land Evaluation score for this site is 85 out of 100, indicating that the soils are well suited for agricultural uses considering the Land Evaluation score is above 80.

**The Land Evaluation (LE) score for this site is 85, indicating that the soils are well suited for agricultural uses. The full LESA Score is not applicable for the proposed project site since it is within municipal planning boundaries.** Note: Selecting the project site with the lowest total points will generally protect the best farmland located in the most viable areas and maintain and promote the agricultural industry in Kendall County.

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## ***LAND USE PLANS***

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Many counties, municipalities, villages, and townships have developed land-use plans. These plans are intended to reflect the existing and future land-use needs of a given community. Please contact the City of Yorkville's Community Development Department for information regarding the City's comprehensive land use plan and map.

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## ***DRAINAGE, RUNOFF, AND FLOOD INFORMATION***

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U.S.G.S Topographic maps give information on elevations, which are important mostly to determine slopes, drainage directions, and watershed information.

Elevations determine the area of impact of floods of record. Slope information determines steepness and erosion potential. Drainage directions determine where water leaves the PIQ, possibly impacting surrounding natural resources.

Watershed information is given for changing land use to a subdivision type of development on parcels greater than 10 acres.

### **WHAT IS A WATERSHED?**

Simply stated, a watershed is the area of land that contributes water to a certain point. The watershed boundary is important because the area of land in the watershed can now be calculated using an irregular shape area calculator such as a dot counter or planimeter.

Using regional storm event information, and site-specific soils and land use information, the peak stormwater flow through the point marked "O" for a specified storm event can be calculated. This value is called a "Q" value (for the given storm event) and is measured in cubic feet per second (CFS).

When construction occurs, the Q value naturally increases because of the increase in impermeable surfaces. This process decreases the ability of soils to accept and temporarily hold water. Therefore, more water runs off and increases the Q value.

Theoretically, if each development, no matter how large or small, maintains their preconstruction Q value after construction by the installation of stormwater management systems, the streams and wetlands and lakes will not suffer damage from excessive urban stormwater.

For this reason, the Kendall County SWCD recommends that the developer for intense uses such as a subdivision calculate the preconstruction Q value for the exit point(s). A stormwater management system



should be designed, installed, and maintained to limit the postconstruction Q value to be at or below the preconstruction value.

### **IMPORTANCE OF FLOOD INFORMATION**

A floodplain is defined as land adjoining a watercourse (riverine) or an inland depression (non-riverine) that is subject to periodic inundation by high water. Floodplains are important areas demanding protection since they have water storage and conveyance functions which affect upstream and downstream flows, water quality and quantity, and suitability of the land for human activity. Since floodplains play distinct and vital roles in the hydrologic cycle, development that interferes with their hydrologic and biologic functions should be carefully considered.

Flooding is both dangerous to people and destructive to their properties. The following maps, when combined with wetland and topographic information, can help developers and future homeowners to “sidestep” potential flooding or ponding problems.

FIRM is the acronym for the Flood Insurance Rate Map, produced by the Federal Emergency Management Agency (FEMA). These maps define flood elevation adjacent to tributaries and major bodies of water and superimpose that onto a simplified USGS topographic map. The scale of the FIRM maps is generally dependent on the size and density of parcels in that area. (This is to correctly determine the parcel location and floodplain location.) The FIRM map has three (3) zones. Zone A includes the 100-year flood, Zone B or Zone X (shaded) is the 100 to 500-year flood, and Zone C or Zone X (unshaded) is outside the floodplain.

The Hydrologic Atlas (H.A.) Series of the Flood of Record Map is also used for the topographic information. This map is different from the FIRM map mainly because it will show isolated or pocketed flooded areas. Kendall County uses both these maps in conjunction with each other for flooded area determinations. The Flood of Record maps show the areas of flood for various years. Both maps stress that the recurrence of flooding is merely statistical. A 100-year flood may occur twice in one year, or twice in one week, for that matter.

It should be noted that greater floods than those shown on the two maps are possible. The flood boundaries indicated provide a historic record only until the map publication date. Additionally, these flood boundaries are a function of the watershed conditions existing when the maps were produced. Cumulative changes in runoff characteristics caused by urbanization can result in an increase in flood height of future flood episodes.

Floodplains play a vital role in reducing the flood damage potential associated with an urbanizing area and, when left in an undisturbed state, also provide valuable wildlife habitat benefits. If it is the petitioner's intent to conduct floodplain filling or modification activities, the petitioner, and the Unit of Government responsible need to consider the potentially adverse effects this type of action could have on adjacent properties. The change or loss of natural floodplain storage often increases the frequency and severity of flooding on adjacent property.

If the available maps indicate the presence of a floodplain on the PIQ, the petitioner should contact the IDNR-OWR and FEMA to delineate a floodplain elevation for the parcel. If a portion of the property is indeed floodplain, applicable state, county, and local regulations will need to be reflected in the site plans.

Another indication of flooding potential can be found in the soils information. Hydric soils indicate the presence of drainageways, areas subject to ponding, or a naturally occurring high water table. These need to be considered along with the floodplain information when developing the site plan and the stormwater management plan. Development on hydric soils can contribute to the loss of water storage within the soil and the potential for increased flooding in the area.

This parcel is located on minimal topography (slopes 0 to 10%) and an elevation range of approximately 638'-644' above sea level. According to the FEMA Floodplain Map (Figure 8), the parcel in question is located outside of the 100-year floodplain. It is mapped as Zone X, an area of minimal flood hazard.

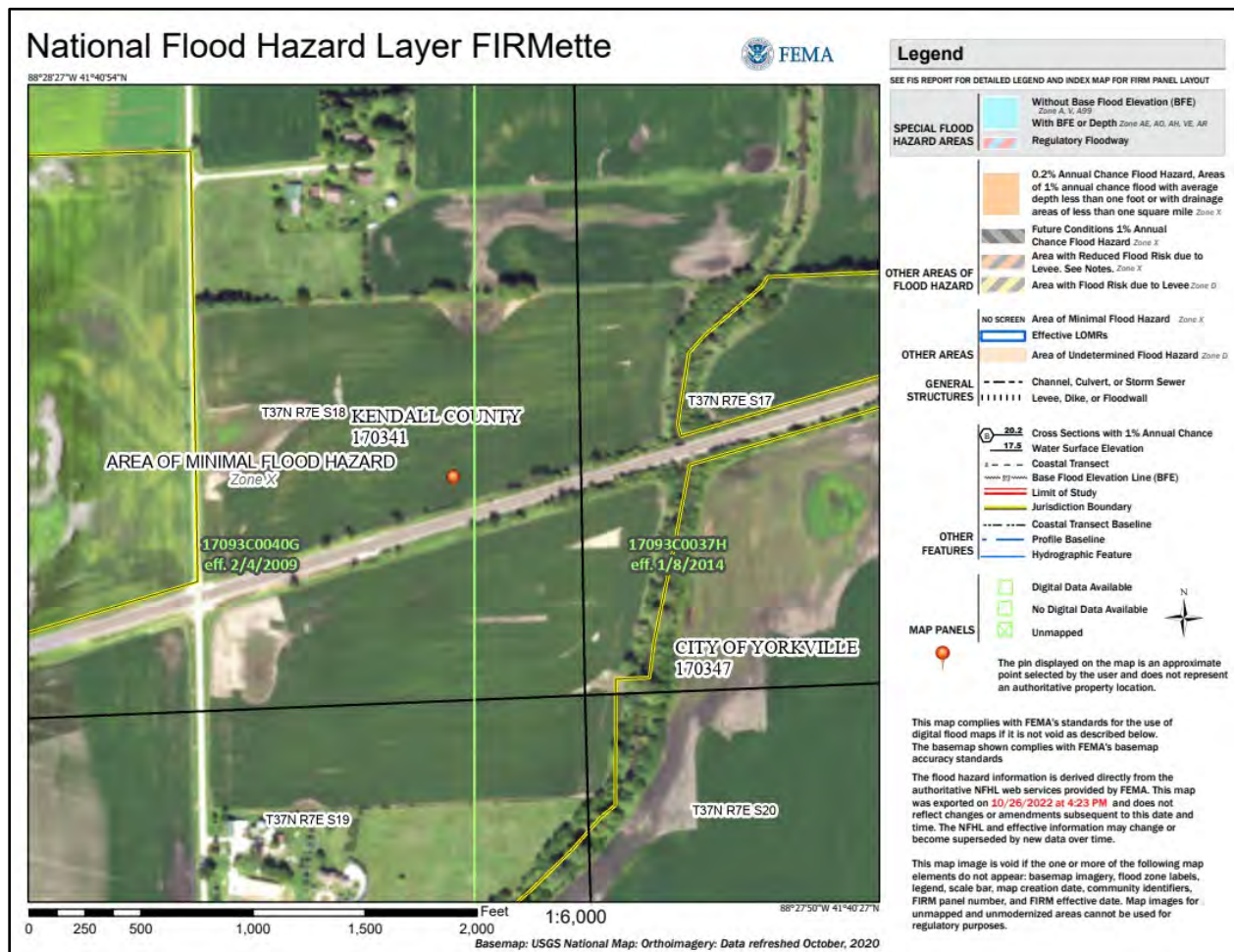
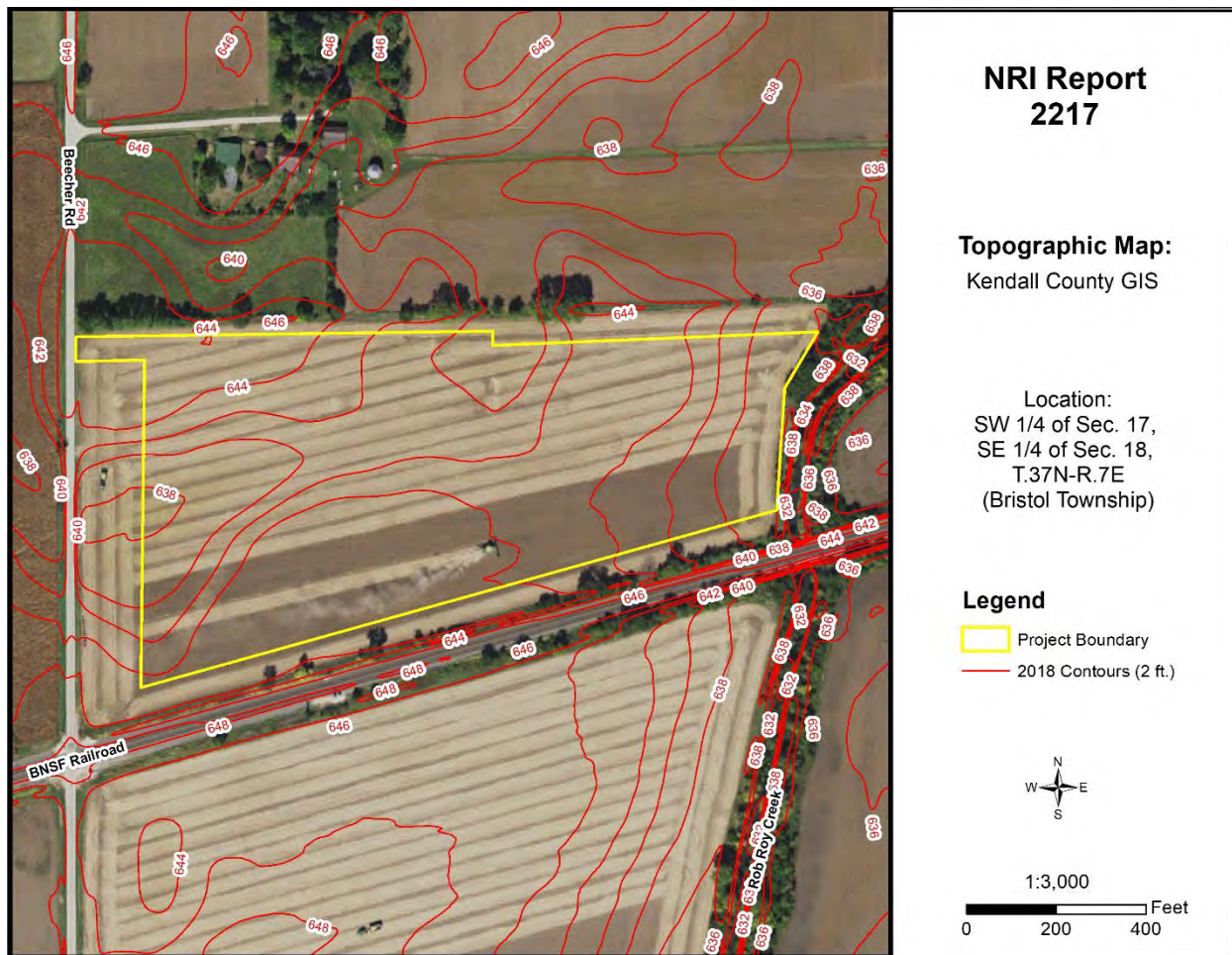


Figure 8: FEMA Floodplain Map



**Figure 9: Topographic Map**

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## ***WATERSHED PLANS***

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### **WATERSHED AND SUB WATERSHED INFORMATION**

A watershed is the area of land that drains into a specific point including a stream, lake, or other body of water. High points on the Earth's surface, such as hills and ridges define watersheds. When rain falls in the watershed, it flows across the ground towards a stream or lake. Rainwater carries pollutants such as oils, pesticides, and soil.

Everyone lives in a watershed. Their actions can impact natural resources and people living downstream. Residents can minimize this impact by being aware of their environment and the implications of their activities, implementing practices recommended in watershed plans, and educating others about their watershed.

The following are recommendations to developers for protection of this watershed:

- Preserve open space
- Maintain wetlands as part of development
- Use natural water management
- Prevent soil from leaving a construction site
- Protect subsurface drainage
- Use native vegetation
- Retain natural features
- Mix housing styles and types
- Decrease impervious surfaces
- Reduce area disturbed by mass grading
- Shrink lot size and create more open space
- Maintain historical and cultural resources
- Treat water where it falls
- Preserve views
- Establish and link trails

<b>This parcel is located within the Fox River watershed and the Rob Roy Creek sub watershed.</b>
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## WETLAND INFORMATION

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### IMPORTANCE OF WETLAND INFORMATION

Wetlands function in many ways to provide numerous benefits to society. They control flooding by offering a slow release of excess water downstream or through the soil. They cleanse water by filtering out sediment and some pollutants and can function as rechargers of our valuable groundwater. They also are essential breeding, rearing, and feeding grounds for many species of wildlife.

These benefits are particularly valuable in urbanizing areas as development activity typically adversely affects water quality, increases the volume of stormwater runoff, and increases the demand for groundwater. In an area where many individual homes rely on shallow groundwater wells for domestic water supplies, activities that threaten potential groundwater recharge areas are contrary to the public good. The conversion of wetlands, with their sediment trapping and nutrient absorbing vegetation, to biologically barren stormwater detention ponds can cause additional degradation of water quality in downstream or adjacent areas.

It has been estimated that over 95% of the wetlands that were historically present in Illinois have been destroyed while only recently has the true environmental significance of wetlands been fully recognized. America is losing 100,000 acres of wetland a year and has saved 5 million acres total (since 1934). One acre of wetland can filter 7.3 million gallons of water a year. These are reasons why our wetlands are high quality and important.

This section contains the National Wetlands Inventory, which is the most comprehensive inventory to date. The National Wetlands Inventory is reproduced from an aerial photo at a scale of 1" equals 660 feet. The NRCS developed these maps in cooperation with U.S. EPA (Environmental Protection Agency,) and the U.S. Fish and Wildlife Service, using the National Food Security Act Manual, 3rd Edition. The main purpose of these maps is to determine wetland areas on agricultural fields and areas that may be wetlands but are in a non-agriculture setting.

The National Wetlands Inventory in no way gives an exact delineation of the wetlands, but merely an outline, or the determination that there is a wetland within the outline. For the final, most accurate wetland **determination** of a specific wetland, a wetland **delineation** must be certified by NRCS staff using the National Food Security Act Manual (on agricultural land.) On urban land, a certified wetland delineator must perform the delineation using the ACOE 1987 Manual. *See the glossary section for the definitions of "delineation" and "determination."*

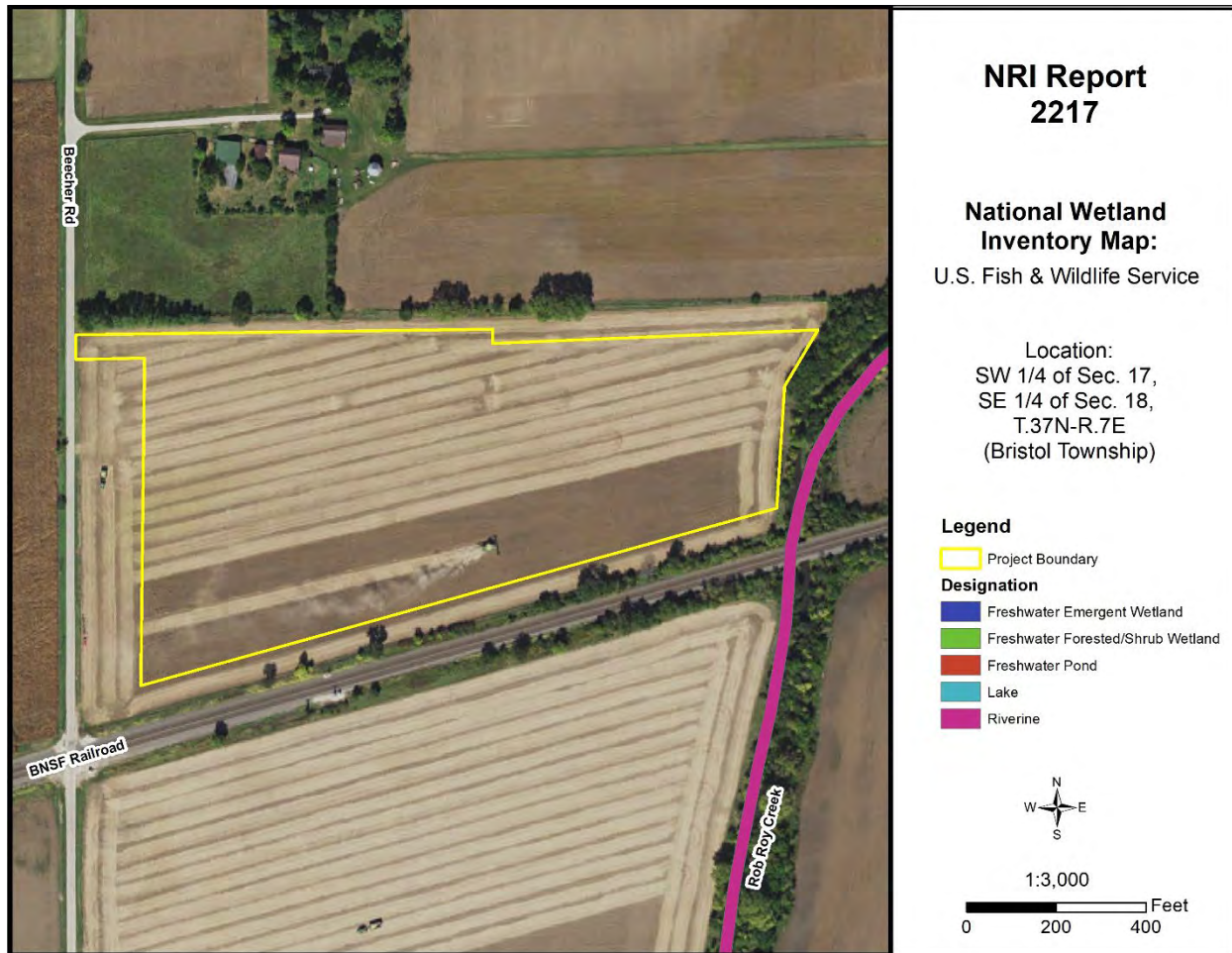


Figure 10: Wetland Map – USFWS National Wetlands Inventory

Office maps indicate that mapped wetlands/waters are not present on the parcel in question (PIQ). Please note that a Wetland Delineation Report dated July 22, 2022 was prepared by ENCAP, Inc. The results of their on-site investigation indicated the presence of two farmed wetlands within the project area. One off-site wetland (Rob Roy Creek) was also identified.

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## ***HYDRIC SOILS***

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Soils information gives another indication of flooding potential. The soils map on the following page indicates the soil(s) on the parcel that the Natural Resources Conservation Service indicates as hydric. Hydric soils, by definition, have seasonal high water at or near the soil surface and/or have potential flooding or ponding problems. All hydric soils range from poorly suited to unsuitable for building. One group of the hydric soils are the organic soils, which formed from dead organic material. Organic soils are unsuitable for building because of not only the high water table but also their subsidence problems.

It is important to add the possibility of hydric inclusions in a soil type. An inclusion is a soil polygon that is too small to appear on these maps. While relatively insignificant for agricultural use, hydric soil inclusions become more important to more intense uses such as a residential subdivision.

While considering hydric soils and hydric inclusions, it is noteworthy to mention that subsurface agriculture drainage tile occurs in almost all poorly drained and somewhat poorly drained soils. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. A damaged subsurface drainage tile may return original hydrologic conditions to all the areas that drained through the tile (ranging from less than one acre to many square miles.)

For an intense land use, such as a subdivision, the Kendall County SWCD recommends the following: a topographical survey with 1 foot contour intervals to accurately define the flood area on the parcel, an intensive soil survey to define most accurately the locations of the hydric soils and inclusions, and a drainage tile survey on the area to locate the tiles that must be preserved to maintain subsurface drainage.

**Table 9:** Hydric Soils

<b>Soil Types</b>	<b>Drainage Class</b>	<b>Hydric Designation</b>	<b>Hydric Inclusions Likely</b>	<b>Acreage</b>	<b>Percent</b>
134C2	Well Drained	Non-Hydric	Yes	3.2	16.6%
149A	Somewhat Poorly Drained	Non-Hydric	Yes	3.5	18.4%
330A	Very Poorly Drained	Hydric	No	5.0	26.4%
668B	Moderately Well Drained	Non-Hydric	No	7.3	38.6%

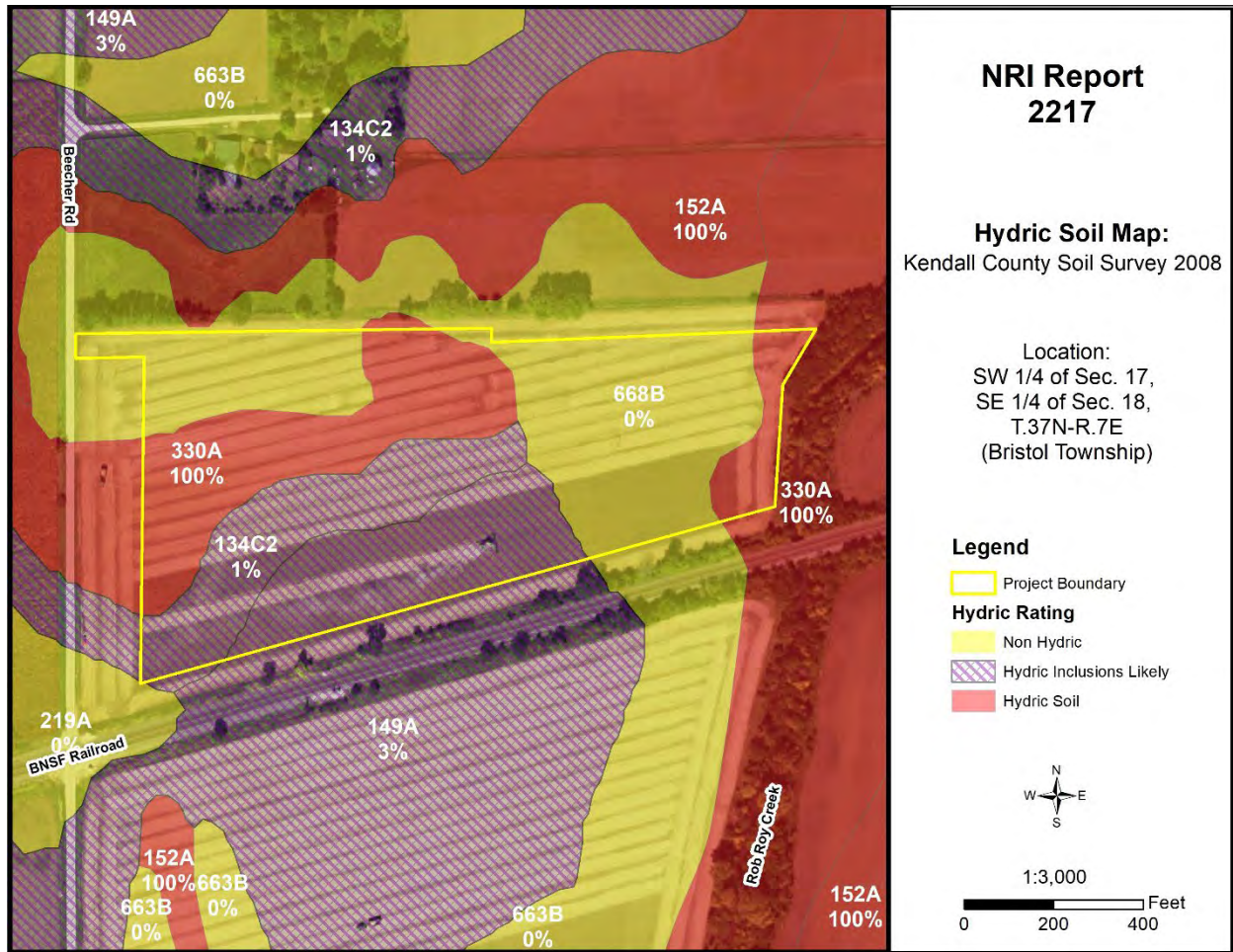


Figure 11: Hydric Soil Map



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## ***WETLAND AND FLOODPLAIN REGULATIONS***

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PLEASE READ THE FOLLOWING IF YOU ARE PLANNING TO DO ANY WORK NEAR A STREAM (THIS INCLUDES SMALL UNNAMED STREAMS), LAKE, WETLAND OR FLOODWAY.

The laws of the United States and the State of Illinois assign certain agencies specific and different regulatory roles to protect the waters within the State's boundaries. These roles, when considered together, include protection of navigation channels and harbors, protection against floodway encroachments, maintenance and enhancement of water quality, protection of fish and wildlife habitat and recreational resources, and, in general, the protection of total public interest. Unregulated use of the waters within the State of Illinois could permanently destroy or alter the character of these valuable resources and adversely impact the public. Therefore, please contact the proper regulatory authorities when planning any work associated with Illinois waters so that proper consideration and approval can be obtained.

### **WHO MUST APPLY?**

Anyone proposing to dredge, fill, rip rap, or otherwise alter the banks or beds of, or construct, operate, or maintain any dock, pier, wharf, sluice, dam, piling, wall, fence, utility, floodplain or floodway subject to State or Federal regulatory jurisdiction should apply for agency approvals.

### **REGULATORY AGENCIES**

- **Wetland or U.S. Waters:** U.S. Army Corps of Engineers, Rock Island District, Clock Tower Building, Rock Island, IL
- **Floodplains:** Illinois Department of Natural Resources/Office of Water Resources, One Natural Resources Way, Springfield, IL 62702-1270.
- **Water Quality/Erosion Control:** Illinois Environmental Protection Agency, Springfield, IL

### **COORDINATION**

We recommend early coordination with the regulatory agencies BEFORE finalizing work plans. This allows the agencies to recommend measures to mitigate or compensate for adverse impacts. Also, the agency can make possible environmental enhancement provisions early in the project planning stages. This could reduce time required to process necessary approvals.

**CAUTION:** Contact with the United States Army Corps of Engineers is strongly advised before commencement of any work in or near a Waters of the United States. This could save considerable time and expense. Persons responsible for willful and direct violation of Section 10 of the River and Harbor Act of 1899 or Section 404 of the Federal Water Pollution Control Act are subject to fines ranging up to \$27,500 per day of violation and imprisonment for up to one year or both.

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## GLOSSARY

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**AGRICULTURAL PROTECTION AREAS (AG AREAS)** - Allowed by P.A. 81-1173. An AG AREA consists of a minimum of 350 acres of farmland, as contiguous and compact as possible. Petitioned by landowners, AG AREAS protect for a period of ten years initially, then reviewed every eight years thereafter. AG AREA establishment exempts landowners from local nuisance ordinances directed at farming operations, and designated land cannot receive special tax assessments on public improvements that do not benefit the land, e.g. water and sewer lines.

**AGRICULTURE** - The growing, harvesting and storing of crops including legumes, hay, grain, fruit and truck or vegetable including dairying, poultry, swine, sheep, beef cattle, pony and horse production, fur farms, and fish and wildlife farms; farm buildings used for growing, harvesting and preparing crop products for market, or for use on the farm; roadside stands, farm buildings for storing and protecting farm machinery and equipment from the elements, for housing livestock or poultry and for preparing livestock or poultry products for market; farm dwellings occupied by farm owners, operators, tenants or seasonal or year around hired farm workers.

**B.G.** - Below Grade. Under the surface of the Earth.

**BEDROCK** - Indicates depth at which bedrock occurs. Also lists hardness as rippable or hard.

**FLOODING** - Indicates frequency, duration, and period during year when floods are likely to occur.

**HIGH LEVEL MANAGEMENT** - The application of effective practices adapted to different crops, soils, and climatic conditions. Such practices include providing for adequate soil drainage, protection from flooding, erosion and runoff control, near optimum tillage, and planting the correct kind and amount of high-quality seed. Weeds, diseases, and harmful insects are controlled. Favorable soil reaction and near optimum levels of available nitrogen, phosphorus, and potassium for individual crops are maintained. Efficient use is made of available crop residues, barnyard manure, and/or green manure crops. All operations, when combined efficiently and timely, can create favorable growing conditions and reduce harvesting losses -- within limits imposed by weather.

**HIGH WATER TABLE** - A seasonal high water table is a zone of saturation at the highest average depth during the wettest part of the year. May be apparent, perched, or artesian kinds of water tables.

- **Water table, Apparent:** A thick zone of free water in the soil. An apparent water table is indicated by the level at which water stands in an uncased borehole after adequate time is allowed for adjustment in the surrounding soil.
- **Water table, Artesian:** A water table under hydrostatic head, generally beneath an impermeable layer. When this layer is penetrated, the water level rises in an uncased borehole.
- **Water table, Perched:** A water table standing above an unsaturated zone. In places an upper, or perched, water table is separated from a lower one by a dry zone.

**DELINEATION** - For Wetlands: A series of pink or orange flags placed on the ground by a certified professional that outlines the wetland boundary on a parcel.

**DETERMINATION** - A polygon drawn on a map using map information that gives an outline of a wetland.

**HYDRIC SOIL** - This type of soil is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part (USDA Natural Resources Conservation Service 1987).

**INTENSIVE SOIL MAPPING** - Mapping done on a smaller more intensive scale than a modern soil survey to determine soil properties of a specific site, e.g. mapping for septic suitability.

**LAND EVALUATION AND SITE ASSESSMENT (L.E.S.A.)** - LESA is a systematic approach for evaluating a parcel of land and to determine a numerical value for the parcel for farmland preservation purposes.

**MODERN SOIL SURVEY** - A soil survey is a field investigation of the soils of a specific area, supported by information from other sources. The kinds of soil in the survey area are identified and their extent shown on a map, and an accompanying report describes, defines, classifies, and interprets the soils. Interpretations predict the behavior of the soils under different used and the soils' response to management. Predictions are made for areas of soil at specific places. Soils information collected in a soil survey is useful in developing land-use plans and alternatives involving soil management systems and in evaluating and predicting the effects of land use.

**PALUSTRINE** - Name given to inland freshwater wetlands.

**PERMEABILITY** - Values listed estimate the range (in rate and time) it takes for downward movement of water in the major soil layers when saturated but allowed to drain freely. The estimates are based on soil texture, soil structure, available data on permeability and infiltration tests, and observation of water movement through soils or other geologic materials.

**PIQ** - Parcel in question

**POTENTIAL FROST ACTION** - Damage that may occur to structures and roads due to ice lens formation causing upward and lateral soil movement. Based primarily on soil texture and wetness.

**PRIME FARMLAND** - Prime farmland soils are lands that are best suited to food, feed, forage, fiber and oilseed crops. It may be cropland, pasture, woodland, or other land, but it is not urban and built up land or water areas. It either is used for food or fiber or is available for those uses. The soil qualities, growing season, and moisture supply are those needed for a well-managed soil economically to produce a sustained high yield of crops. Prime farmland produces in highest yields with minimum inputs of energy and economic resources and farming the land results in the least damage to the environment. Prime farmland has an adequate and dependable supply of moisture from precipitation or irrigation. The temperature and growing season are favorable. The level of acidity or alkalinity is acceptable. Prime farmland has few or no rocks and is permeable to water and air. It is not excessively erodible or saturated

with water for long periods and is not frequently flooded during the growing season. The slope ranges mainly from 0 to 5 percent (USDA Natural Resources Conservation Service).

**SEASONAL** - When used in reference to wetlands indicates that the area is flooded only during a portion of the year.

**SHRINK-SWELL POTENTIAL** - Indicates volume changes to be expected for the specific soil material with changes in moisture content.

**SOIL MAPPING UNIT** - A map unit is a collection of soil areas of miscellaneous areas delineated in mapping. A map unit is generally an aggregate of the delineations of many different bodies of a kind of soil or miscellaneous area but may consist of only one delineated body. Taxonomic class names and accompanying phase terms are used to name soil map units. They are described in terms of ranges of soil properties within the limits defined for taxa and in terms of ranges of taxadjuncts and inclusions.

**SOIL SERIES** - A group of soils, formed from a particular type of parent material, having horizons that, except for texture of the A or surface horizon, are similar in all profile characteristics and in arrangement in the soil profile. Among these characteristics are color, texture, structure, reaction, consistence, and mineralogical and chemical composition.

**SUBSIDENCE** - Applies mainly to organic soils after drainage. Soil material subsides due to shrinkage and oxidation.

**TERRAIN** - The area or surface over which a particular rock or group of rocks is prevalent.

**TOPSOIL** - That portion of the soil profile where higher concentrations of organic material, fertility, bacterial activity and plant growth take place. Depths of topsoil vary between soil types.

**WATERSHED** - An area of land that drains to an associated water resource such as a wetland, river or lake. Depending on the size and topography, watersheds can contain numerous tributaries, such as streams and ditches, and ponding areas such as detention structures, natural ponds and wetlands.

**WETLAND** - An area that has a predominance of hydric soils and that is inundated or saturated by surface or groundwater at a frequency and duration sufficient enough to support, and under normal circumstances does support, a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions.



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## REFERENCES

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Hydric Soils of the United States. USDA Natural Resources Conservation Service, 2007.

FIRM – Flood Insurance Rate Maps for Kendall County. Prepared by FEMA – Federal Emergency Management Agency.

Hydrologic Unit Map for Kendall County. Natural Resources Conservation Service, United States Department of Agriculture.

Land Evaluation and Site Assessment System. The Kendall County Department of Planning Building and Zoning, and The Kendall County Soil and Water Conservation District. In cooperation with: USDA, Natural Resources Conservation Service.

Soil Survey of Kendall County. United States Department of Agriculture 2008, Natural Resources Conservation Service.

Illinois Urban Manual. Association of Illinois Soil & Water Conservation Districts, 2020.

Kendall County Land Atlas and Plat Book. 21<sup>st</sup> Edition, 2021.

Potential For Contamination of Shallow Aquifers from Land Burial of Municipal Wastes. Illinois State Geological Survey.

Natural Resources Conservation Service National Wetland Inventory Map. United States Department of Agriculture.

Geologic Road Map of Illinois. Department of Natural Resources, Illinois State Geological Survey, Natural Resources Building, 615 East Peabody, Champaign IL 61820-6964.

Wetlands - The Corps of Engineers' Administration of the Section 404 Program (GAO/RCED-88-110).

Soil Erosion by Water - United States Department of Agriculture Natural Resources Conservation Service. Agriculture Information Bulletin 513.

The Conservation of Biological Diversity in the Great Lakes Ecosystem: Issues and Opportunities, prepared by the Nature Conservancy Great Lakes Program 79W. Monroe Street, Suite 1309, Chicago, IL 60603, January 1994.

**COVER SHEET****OPTION AND LEASE AGREEMENT**

Effective Date	4/13/2022
Lease Commencement Date	<i>[To be completed on the date the option is exercised]</i>
Lessor	Robert M. & Ildefonsa Loftus Living Trust
Lessee	312 SOLAR DEVELOPMENT, LLC
Property Address	Beecher Road, Yorkville, IL / PIN 02-18-400-002
Option Payment	[REDACTED]
First Additional Option Payment	[REDACTED]
Second Additional Option Payment	[REDACTED]
Rent	[REDACTED]
Lease Term	The term commencing on the date of delivery of the Exercise Notice and ending on the Expiration Date, subject to Lessee's option to extend the Lease Term for up to four (4) additional and successive periods of five (5) years each.
Expiration Date	The date that is twenty (20) years from the Commercial Operation Date, as may be extended pursuant to this Agreement.
Addresses for Notices	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><u>Lessee:</u>  312 SOLAR DEVELOPMENT, LLC  c/o Borrego Solar Systems, Inc.  55 Technology Drive, Suite 102  Lowell, MA 01853  Attn: EVP Project Finance</p> <p><u>With a copy to:</u>  Borrego Solar Systems, Inc.  1814 Franklin Street, Suite 700  Oakland, CA 94612  Attn: General Counsel</p> <p><u>With a copy to:</u>  legalnotices@borregosolar.com</p> </div> <div style="width: 45%;"> <p><u>Lessor:</u>  ROBERT M. &amp; ILDEFONSA LOFTUS LIVING TRUST  11159 Faxon Road  Yorkville, IL 60560  Attn: Robert Loftus</p> </div> </div>

## **OPTION AND LEASE AGREEMENT**

This Option and Lease Agreement (this “**Agreement**”) is dated as of the Effective Date and is entered into by and between Lessor and Lessee (each a “**Party**” and together, the “**Parties**”).

### **RECITALS**

A. Lessor owns the real property, together with any rights, benefits and easements appurtenant to such real property more particularly described in the attached **Exhibit A** (the “**Property**”).

B. Lessee desires to obtain, the exclusive right to occupy all or a portion of the Property (the “**Land**”) and, if applicable, the Easements (the Easements together with the Land are collectively referred to as the “**Premises**”) more particularly described in the attached **Exhibit B**, and to enjoy all the rights necessary for Lessee to occupy, develop, design, engineer, access, construct, monitor, install, own, maintain, and operate one or more solar photovoltaic electric power generating and/or energy storage Systems (as defined in Exhibit C attached hereto) as well as ancillary buildings, structures, fixtures, or enclosures necessary or desirable in connection therewith to be located upon, under, on and within the Premises, or any portion thereof and all rights necessary or desirable for Lessee to sell the energy generated by, stored within and/or injected by such System and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created as a result of such energy generation and/or storage.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, Lessee and Lessor hereby agree to and intend to be bound by the foregoing recitals and as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined in this Agreement have the meanings assigned to them on the Cover Sheet or in the attached **Exhibit C**.

2. **Access to Property.** Commencing on the Effective Date and throughout the Option Term, Lessee and its employees, agents, contractors and current or potential lenders or investors, shall have the right to enter upon the Property to perform all effort and labor necessary to carry out tests, inspections, surveys and investigations that Lessee deems necessary or advisable to assess the feasibility of the Property for the construction and operation of the System (“**Tests**”). During the Lease Term, Lessee shall have exclusive access to the Land and non-exclusive access to the Easements to design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System. Lessor shall not interfere with the Tests during the Option Term and during the Lease Term, Lessor shall not enter on the Land or interfere with the installation of the System, move, adjust, alter, tamper with, or otherwise handle any Lessee equipment or any component of the System. Tests shall include identification of all underground drain tiles on the Property. If Lessee damages any drain tile during the construction, operation or removal of the System, Lessee shall either repair such drain tile or construct a new drain tile, at Lessee’s option.

3. **Option to Lease the Premises.**

(a) **Grant of Option.** Lessor hereby grants to Lessee the exclusive option to lease all or a portion of the Land and acquire the Easements on the terms and conditions set forth in this Agreement (the “**Option**”).

(b) **Time and Manner of Exercise of the Option.** The Option shall be for an initial term of five hundred forty (540) days after the Effective Date (as it may be extended, the “**Option Term**”). The Option Term may be extended by Lessee for up to two (2) additional three hundred sixty-five (365) day periods upon notice to Lessor prior to the end of the then-current Option Term.

(c)

(d) Lessor Cooperation. During the Option Term and throughout the Lease Term, Lessor shall fully cooperate with (i) the performance of Tests, at Lessee's expense, (ii) the obtaining by Lessee, at Lessee's expense, of all licenses, and Permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities, including any approvals required to obtain a tax abatement for the Premises, as may be applicable, and any subdivision of the Property to be sought by Lessee in connection with the construction, operation and maintenance of the Systems, (collectively, "**Governmental Approvals**"), (iii) the securing by Lessee at Lessee's expense of all other leases, agreements, licenses, and Permits or authorizations that relate to either the Property or Premises, and (iv) the securing by Lessee of any amendments to this Agreement that are reasonably necessary to accommodate the System, or to facilitate an assignment pursuant to Section 21. Lessor agrees and acknowledges that any amendment to the Agreement pursuant to this Section 3(d) that does not materially increase any obligation or materially decrease any right of Lessor hereunder, shall not result in adjustment of the Rent unless otherwise required under this Agreement. Lessor authorizes Lessee and its Affiliates to act as Lessor's agent for submission of applications and related plans, documents and recordings, and to appear before boards and other officials, with respect to obtaining approvals for the Systems to be constructed on the Premises, and shall execute an authorization letter to that effect ("**Authorization Letter**"), in substantially the form in the attached **Exhibit F**. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at the Premises. In the event that a utility company requires an easement in connection with Lessee's use of the Premises during the Option Term or Lease Term, Lessor shall grant such necessary easement to the utility company, provided that such easement is in a commercially reasonable and recordable form.

(e) Use of the Property. During the Option Term, Lessor may continue to use the Property in the ordinary course, *provided, however*, Lessor shall not commit waste on the Property or otherwise materially change the Property, nor will Lessor agree to grant or permit any easement, lease, license, right of access or other encumbrance or possessory right in the Premises to any third party without the prior written consent of Lessee. Notwithstanding the foregoing, if Lessor leases the Property to a third party during the Option Term, such lease shall be terminable upon thirty (30) days' notice such that upon notice from Lessee that it will exercise the Option ("**Pre-Exercise Notice**") and/or start construction, Lessor shall terminate any lease on the Property and such termination shall be effective in no more than thirty (30) days. If crops have been planted on the Property by Lessor or Lessor's tenant, and such crops will not be harvested within thirty (30) days of receiving the Pre-Exercise Notice, Lessee shall reimburse Lessor or Lessor's tenant for the value of the crops located within the Premises ("**Crop Compensation**"). Crop Compensation will be calculated by multiplying the acreage of crop land within the Premises by the Fair Market Price per acre of such crop. The "**Fair Market Price**" shall be equal to the average value of the applicable crop as provided by the United States Department of Agriculture. Crop Compensation shall be pro-rated for partial acres affected. Lessee will make any Crop Compensation payment to Lessor or Lessor's tenant within thirty (30) days of delivery of the Pre-Exercise Notice.

#### 4. Exercise of Option; Lease; Easements; and Related Rights.

(a) Exercise of Option. In order to exercise the Option, Lessee must deliver to Lessor a notice of exercise (the "**Exercise Notice**") prior to the expiration of the Option Term. The date of the Exercise Notice shall be the commencement of the Lease Term (the "**Lease Commencement Date**").

(b) Lease. Subject to receipt of the Exercise Notice, Lessor hereby leases and grants



to Lessee, for the Lease Term, the exclusive rights to the Land together with all right, title and interest of Lessor in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, to occupy, develop, design, engineer, construct, access, monitor, install, own, operate, maintain, repair, replace, improve and remove the System for the generation, storage and distribution of electrical power.

(c) Easement. Subject to receipt of the Exercise Notice, and if noted on Exhibit B, Lessor hereby grants to Lessee a non-exclusive, appurtenant easement on, under, over, across and through the Property in the locations more particularly described on the attached **Exhibit B**, for the Lease Term, to occupy, develop, design, engineer, construct, access, monitor, install, own, operate, maintain, repair, replace, improve and remove at all times on a 24-hours-a-day, 7-days-a-week basis (i) a road (“**Access Easement**”) and (ii) utility and communication infrastructure, including without limitation poles, supporting towers, guys and anchors, fibers, cables and other conductors and conduits, and pads, transformers, switches, vaults and cabinets, and related equipment to connect the System to the local electric distribution system, together with the right of access to the utility infrastructure over the Property, for any purpose reasonably connected with the System (the “**Utility Easement**”). Lessor hereby also grants to Lessee and the applicable utility company, at all times on a 24-hours-a-day, 7-days-a-week basis, for the Lease Term, an easement for ingress, egress and related rights over the Property and/or any surrounding or nearby property owned or leased by Lessor, passage through which is necessary or convenient to install, operate or gain access to the System or the Premises (the “**easement**” and together with the Access Easement and the Utility Easement, the “**Easements**”). If Lessee determines in its reasonable discretion that any additional easements across the Property are necessary, useful or appropriate for the construction and/or operation of the System, Lessor shall fully cooperate in granting or agreeing to such easements by amendment to this Agreement or by separate agreement and recordation of same.

(d) Construction Laydown Area. Subject to receipt of the Exercise Notice, Lessor hereby further grants to Lessee, and Lessee hereby accepts from Lessor, a non-exclusive license to use an area of the Property in a location mutually agreed upon by the Parties (the “**Construction License**”), which area shall be referred to herein as the “**Construction License Area**”, for use as a laydown and construction staging area, and for temporary storage. Such Construction License shall commence at such time as Lessee commences construction of the System and shall terminate on the Commercial Operation Date. Lessee shall have access to the Construction License Area 24 hours per day, 7 days per week. Lessee agrees to work in good faith with Lessor to minimize any interference with the operations of Lessor or any other lessees on the Property. Upon or prior to the Commercial Operation Date, Lessee, at Lessee’s sole cost and expense, shall surrender the Construction License Area to Lessor in the same condition as the date Lessee first occupied the Construction License Area, ordinary wear and tear excepted.

(e) Landscape License. Lessor grants to Lessee a license to use and access Lessor’s Property for purposes of tree trimming, clearing, planting, maintenance, and landscaping as may be required by this Agreement or the applicable municipality in which the Premises is located. This license shall run for the Term of this Agreement and shall permit Lessee to plant, maintain and trim trees and vegetation on an as-needed basis and to do other such things as required for the successful operation of the Systems on the Premises.

(f) Utilities. At Lessee’s request and expense, Lessor shall provide or cooperate with the provision of electric current and water to the perimeter of the Premises; *provided, however*, separate meters for such utilities shall be installed at Lessee’s expense and Lessee shall be responsible for all utility expenses. Lessor grants Lessee the right to install, use, modify, and remove water lines, sewer lines, storm water lines, overhead, and/or underground power lines, fuel lines, telephone and communication lines, pipelines, conveyors, and drainage ditches and/or canal systems within the Premises as are reasonably required for operation of the System, and use or modify the existing lines, ditches, and canal systems as may be reasonably required subject to Lessor’s prior consent, which shall not be unreasonably delayed, conditioned, or withheld and given within ten (10) days of notification or otherwise deemed approved.

(g) The Parties recognize that the descriptions of the Premises are based on preliminary site discovery information, and that these descriptions shall be modified via amendment prior to construction. As such, Lessor hereby agrees to execute any amendment to this Agreement proposed by Lessee which modifies the Premises, including reducing the size of the Premises and/or splitting the Premises into two or more to accommodate two or more systems and entering into multiple leases, provided that such amendment is reasonably necessary to accommodate (i) the System as designed, or (ii) the System as modified by Lessee to comply with the requirements of any Governmental Authority or the Local Electric Utility, including, but not limited to, entering into an amendment in the form attached hereto as **Exhibit G**. For the avoidance of doubt, under no circumstances shall Lessor be entitled to any increase in Rent or other additional compensation under this Agreement as a result of an amendment to the description of the Premises.

[REDACTED]

[REDACTED]

[REDACTED]

( [REDACTED]

[REDACTED]

6. **Term and Termination; Removal.**

(a) The Lease Term shall commence on the Lease Commencement Date and terminate on the Expiration Date, as it may be extended, unless otherwise terminated pursuant to this Agreement.

(b) Lessee shall have the right, in its sole discretion, to terminate this Agreement at any time prior to the Commercial Operation Date.

(c)

(d) Lessee shall provide to Lessor a decommissioning and removal bond in the amount sufficient to perform its obligation of System Removal; provided, however, if the county in which the Property is located or other governmental agency shall require a decommissioning bond in connection with the System (a “**Governmental Decommissioning Bond Obligation**”), then satisfaction by Lessee of such Governmental Decommissioning Bond Obligation shall be deemed to satisfy Lessee’s obligation to provide a decommissioning and removal bond and no additional bond shall be required hereunder.

7. **Extension Option.** Lessee shall have the option to extend the Lease Term (“**Extension Option**”) for up to four (4) additional and successive periods of five (5) years each beginning on the day following the Expiration Date of the then-current Lease Term (each an “**Extension Term**”), by giving notice (the “**Extension Exercise Notice**”) to Lessor not less than ninety (90) days prior to the then-current Expiration Date, and without the requirement of any further action on the part of either Lessor or Lessee.

8. **System Construction and Maintenance.** Throughout the Lease Term and through the Removal Date Term, Lessee shall have the right to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Agreement, including, without limiting the generality of the foregoing, the right (i) to design, construct, install, and operate the System, (ii) to maintain, clean, repair, replace, add to, remove or modify the System or any part thereof as determined to be necessary by Lessee in its sole discretion and in accordance with the Permits and Applicable Laws, (iii) to use any and all appropriate means of restricting access to the System and Premises, including without limitation, the construction of a fence, and (iv) to permanently grub and grade the Premises and to permanently remove and/or clear any trees, vegetation, structures, rocks, watercourses (to the extent permissible) or other encumbrances existing on the Premises determined to be necessary by Lessee in its sole discretion and in accordance with the Permits and Applicable Laws. Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, and maintenance of the System and System Removal. Lessee shall provide for weed control in a manner that prevents the spread of weeds onto the Property or adjacent land used for agricultural purposes.”

9. **Permits; Lessor Cooperation.** Prior to commencement of construction of the System by Lessee, Lessee shall obtain the necessary Permits. In the event Lessee, in its sole discretion, shall determine that the Premises should be subdivided to accommodate the construction, operation and/or maintenance of the Systems or to comply with Permits and Applicable Laws, Lessor shall fully cooperate with Lessee to facilitate and cause any application for subdivision of the Premises to be approved, provided that Lessee shall pay all costs and expenses related thereto.

10. **Statutory and Regulatory Compliance.** Lessee, the Lessee Parties, Lessor and the Lessor Parties shall each comply with all applicable provisions of all Applicable Laws of the locality in which the Property is located.

11. **Lessee’s Ownership of Systems and Output.** The Systems are personal property, whether or not the same is deemed real or personal property under Applicable Law, and shall not attach to or be deemed a part of, or a fixture to, the Premises or Property. Lessee or its designees shall be the legal and beneficial owners of the applicable Systems at all times and Lessor shall have no right, title or interest in any of the Systems or any component thereof, notwithstanding that any such Systems may be physically mounted or adhered to the Premises or Property. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Property or Premises which could reasonably be construed as

attaching to the Systems as a fixture of the Property or Premises, Lessor shall provide a disclaimer or release from such lien holder in form and substance reasonably satisfactory to Lessee and any Financing Party. Lessor, as the fee owner of the Property, consents to the filing by Lessee, on behalf of Lessor or its designees, as applicable, of a disclaimer of the Systems as a fixture of the Property or Premises in the office where real estate records are customarily filed in the jurisdiction of the Property. Further, Lessor acknowledges and agrees that Lessee or its designees, as applicable, are the exclusive owners of all electricity and all utility credits, including renewable energy credits, environmental credits, and tax credits, generated by and/or stored within the System and owners of all Environmental Attributes and Incentives attributable to the System. In the absence of an additional agreement to the contrary, all electricity generated by and/or stored within the Systems will be connected to the distribution grid and sold by Lessee to third parties and will not be available to Lessor or any other occupant at the Property. Without the express consent of Lessee, Lessor shall not make or publish any public statement or notice regarding any Environmental Attributes and Incentives relating to the System or the electricity generated by and/or stored within the System.

**12. Representation and Warranties of the Parties as to Authorization and Enforceability.**

Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any indenture, mortgage, lease, easement, encumbrance, right, restriction, or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. Each Party represents and warrants the Agreement constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.

**13. Representations, Warranties and Covenants of the Lessor**

(a) **No Conflict.** Lessor represents and warrants that the execution, delivery and performance by it of this Agreement does not (i) violate its organizational documents or any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Agreement. Each Person signing this Agreement on behalf of Lessor is authorized to do so.

(b) **Lessor's Title to Premises.** Lessor represents, warrants and covenants that Lessor has (i) a lawful fee simple interest in title to the Property, including the Premises, subject to any mortgages, leases, easements, covenants, restrictions, and rights of record that may exist, and (ii) that Lessee shall have quiet and peaceful possession of the Premises free from any claim of any entity or Person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Lease Term. Lessor, at its sole cost and expense, shall comply with all restrictive covenants or other title exceptions affecting the Premises to the extent that the same are applicable to the Premises or to the extent that the same would, if not complied with or performed, impair or prevent the continued use, occupancy and operation of the Premises for the purposes set forth in this Agreement and Lessor agrees to take all action necessary to eliminate such interference. In the event Lessor fails to comply with this provision, Lessee may (x) terminate this Agreement, (y) take all necessary steps to bring Lessor into compliance with any restrictive covenants or title exceptions which, if not complied with, would impair or prevent Lessee from exercising its rights under this Agreement, and Lessor shall be responsible for all costs incurred by Lessee for such actions, and/or (z) pursue any other remedies available under this Agreement, at law, and/or at equity.



(c) Defects. Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. Lessor shall fully cooperate with Lessee at no cost to Lessor to enable Lessee to obtain a standard policy of title insurance insuring the property interests granted hereunder (including such endorsements as Lessee shall reasonably request). Lessor agrees that Lessor will execute and deliver to Lessee any documents reasonably required by the title insurance company within five (5) Business Days after presentation of said documents by Lessee; *provided, however*, in no event will such documents materially increase any obligation or materially decrease any right of Lessor hereunder.

(d) Transfers. Lessor shall not assign its interest in the Premises separate from its ownership interest and shall not lease the Premises to any other Person. Upon the sale of the Property, Lessor shall assign all of its rights and obligations hereunder to any purchaser of the Property, and so long as such purchaser assumes the obligation to perform all obligations under this Agreement in writing, Lessor shall be released from liability hereunder accruing from and after the effective date of such purchase and assignment. Lessor shall not mortgage, alienate or otherwise encumber the Premises without first obtaining a NDA pursuant to Section 13(f) below. Lessor shall provide notice to Lessee at least thirty (30) days prior to any sale, mortgage or encumbrance of the Property. Lessor agrees that this Agreement and the lease and the Easements granted hereunder shall run with the Property and/or the Premises and survive any transfer of all or any portion of the Property and/or the Premises. In furtherance of the foregoing, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge, secured party or party to whom a lien on the Premises or Property has been granted to execute and deliver to Lessee a commercially reasonable document pursuant to which such party acknowledges and consents to the Lessee's rights in the Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the Systems, or any work related to such Systems, and shall not gain any interest in the Systems by virtue of the Lessor's transfer.

(e) No Interference With and Protection of System. Lessor will not conduct activities on, in or about the Property or Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System or operation thereof. The System shall be operated, maintained and repaired by Lessee at its sole cost and expense; provided, that any repair or maintenance costs incurred by Lessee as a result of Lessor's negligence, misconduct or breach of its obligations hereunder shall be promptly reimbursed to Lessee by Lessor.

(f) Non-Disturbance Agreements. Lessor shall, at its sole effort and expense, obtain a non-disturbance agreement ("**NDA**") in favor of Lessee from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, any lenders to Lessor, in a form acceptable to Lessee, which NDA shall: (i) acknowledge and consent to Lessee's rights to the Premises and the Systems under this Agreement; (ii) acknowledge that the third party has no interest in the Systems and shall not gain any interest in the Systems by virtue of the Parties' performance or breach of this Agreement; (iii) acknowledge that the third party's interest in the Premises (if any) is subject to Lessee's interest under this Agreement; (iv) waives any lien the third party may have in and to the Systems; and (v) agrees not to disturb Lessee's possession of the Premises.

(g) Insolation. Lessor acknowledges and agrees that access to sunlight ("**Insolation**") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Agreement. Accordingly, Lessor shall not permit any interference on the Property (exclusive of the Premises) or any neighboring property under Lessor's or its Affiliate's control which interferes with Insolation on and at the Premises. Without limiting the foregoing, Lessor shall not construct or permit to be constructed on the Property or any adjoining property under Lessor's control any structure on or adjacent to the Premises or on any adjacent property owned by any Affiliate of Lessor that could adversely affect Insolation levels on the Premises, shall not permit the growth of foliage on the Property (exclusive of the Premises) or any neighboring property under Lessor's or its Affiliate's control that could adversely affect Insolation levels on the Premises, or directly emit or permit the emission of

suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation on the Premises. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Premises, Lessor shall promptly advise Lessee of such information and reasonably cooperate with Lessee in taking measures to preserve average levels of Insolation at the Premises as they existed as of the Lease Commencement Date. Such measures may include, but not be limited to, obtaining a solar insolation easement. In the event any such obstruction occurs and is not promptly removed following notice of such obstruction, Lessee shall have the right to remove such obstruction on the Property or any neighboring property under Lessor's or its Affiliate's control, at Lessor's cost, or terminate this Agreement without penalty or further liability, upon notice to Lessor. Additionally, Lessee shall have the right upon no less than twenty-four (24) hours' notice to Lessor to remove, cut or trim any trees and/or any other vegetation on the Property or on any other property or land owned by Lessor or its Affiliate which is adjacent to the Property which materially impacts the Insolation on the Premises. Notwithstanding any other provision of this Agreement, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 13(g), (ii) an award of damages might be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 13(g). Lessor further represents and warrants that, to the best of its knowledge, there are no developments pending or in progress on adjacent or nearby properties that could diminish the Insolation to the Premises.

(h) Hazardous Substances. Lessor represents and warrants that there are no Hazardous Substances present on, in or under the Property or Premises in violation of any Applicable Law.

(i) Condition of Premises. Except as otherwise expressly set forth herein Lessee accepts the Premises "as is" without benefit of any improvements or modifications to be made by Lessor. Lessor represents and warrants to Lessee that, to the best of its knowledge, there are no site conditions at the Property or Premises which would: (i) materially increase the cost of installing the System at the planned locations on the Premises or would materially increase the cost of maintaining the System at the Premises over the cost that would be typical or customary for a substantially similar System; or (ii) adversely affect the ability of the System, as designed, to produce, store and/or inject electricity once installed, absent conditions beyond Lessor's reasonable control.

(j) Notice of Damage or Emergency. Lessor shall immediately notify Lessee if Lessor becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the System; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.

(k) Liens and Tenants. Except as may be disclosed in the real property records of the County, Lessor represents there are no encumbrances, leases, mortgages, deeds of trust, deeds to secure debt, or similar liens or security interests encumbering all or any portion of the Property and/or the Premises that could interfere with Lessee's operations on the Premises, including mechanic's liens. Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Systems, the Premises, or any interest therein. Lessor shall provide Lessee with notice if it receives notice of any such claims. Lessor further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Systems and to indemnify, defend and hold harmless Lessee from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessee's attorneys' fees and court costs. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the System or any portion thereof.

(l) Mineral Rights. Lessor represents and warrants there are no existing mineral, oil and gas, water, or natural resource rights that could interfere with Lessee's rights hereunder. During the Lease Term, Lessor may not use, or grant the use of the Premises for the purpose of exploring for,

extracting, producing or mining such oil, gas, minerals, or other natural resources, including selling or leasing such interests to a third party, from the surface to a depth of 500 feet below the surface. Lessor may explore for, extract or produce oil, gas, minerals, and other natural resources from the Property in a manner which does not interfere with Lessee's use of the Premises or affect the System and utilizes a method, such as "directional drilling" which does not require the use of the Premises to a depth of five hundred (500) feet below the surface.

(m) Litigation. No litigation is pending, and, to the best of Lessor's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Premises or Lessor's right or authority to enter into this Agreement. If Lessor learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Lessor will promptly deliver notice thereof to Lessee.

(n) Representations Regarding Security Interest in System. Lessor has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "**Security Interest**") in this leasehold and the Easements or any portion thereof or in the Systems to one or more Financing Parties and Lessor hereby consents to the granting of such Security Interest. In connection therewith, Lessor represents and warrants as follows: (i) the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Property or Premises; (ii) there is no existing lease, mortgage, security interest, easement, claim, use, or restriction or other interest in or lien upon the Property or Premises that could attach to the Systems as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein; (iii) there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Agreement, and (iv) there is no existing mineral, oil and gas, water, or natural resource right that could attach to the Systems as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein.

14. Hazardous Substances. Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any Applicable Law. If a Party becomes aware of any Hazardous Substances on, in, or under the Premises or Property, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party and its Affiliates and their employees and agents from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment ("**Environmental Claims**"), that relate to or arise from such Party's activities on the Property or Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. Lessor shall further indemnify, defend and hold harmless Lessee and its Affiliates and their employees and agents from and against any and all Environmental Claims due to the presence of any Hazardous Substances in, on or under the Premises as of the Effective Date. The indemnifications in this Section 14 specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Governmental Authority. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substances to the extent not caused by Lessee, that have occurred or which may occur on the Property. This Section 14 shall survive the termination or expiration of this Agreement.

15. Insurance.

(a) Generally. Lessor and Lessee shall each maintain the insurance coverages set forth in **Exhibit D** in full force and effect throughout the Option Term, Lease Term and through the Removal





17. **Liability and Indemnity.**

(a) Each Party as indemnitor shall indemnify, defend, and hold harmless the other Party and its Affiliates and their employees and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) asserted by third parties for injury or death to Persons (including employees of either Party) and/or physical damage to property arising out of or in connection with the negligent acts or omissions or willful misconduct of the indemnitor or a material breach of any obligation, representation or warranty of the indemnitor under this Agreement, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party.

(b) Lessee shall not be responsible to Lessor or any third party, for any claims, costs or damages, including fines or penalties, attributable to any violations of Applicable Laws existing prior to the Effective Date, or by any party other than the Lessee Parties.

(c) This Section 17 shall survive the termination or expiration of this Agreement.

18. **Casualty/System Loss.**

(a) In the event the Premises or access thereto shall be so damaged or destroyed by fire or other casualty so as to make the use of the Premises impractical, as determined by Lessee in its sole and absolute discretion, then Lessee may elect to terminate this Agreement by providing notice to Lessor of such termination within ninety (90) days of Lessee's knowledge of the damage or destruction, which termination will be effective as of a date of such damage or destruction. If Lessee does not elect to terminate this Agreement within ninety (90) days of such a casualty, then the Rent shall be abated until such time as Lessee's use of the Premises is restored. If Lessee does not elect to terminate this Agreement pursuant to the previous sentences, Lessor shall exercise commercially reasonable efforts to repair the damage to the Premises and return the Premises to its condition prior to such damage or destruction; *provided, however*, that, except as otherwise provided in this Agreement, Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising part of the Systems, which replacement or restoration shall be Lessee's responsibility.

(b) In the event of any harm to the System that, in the reasonable judgment of Lessee, results in total damage, destruction or loss of the System ("***System Loss***"), Lessee shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Lessor whether Lessee is willing, notwithstanding such System Loss, to repair or replace the System and to continue this Agreement. In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, Lessee may terminate this Agreement effective upon the date of such System Loss, and Lessee shall be entitled to all proceeds of its insurance policies with respect to the System Loss and Lessor shall promptly return to Lessee the portion of the pre-paid Rent covering the days remaining between the date of such System Loss and the next anniversary of the Commercial Operation Date.

(c) In the event of termination under this Section 18, Lessee shall remove the Systems in accordance with Section 6(c).

19. **No Consequential Damages.** Notwithstanding any other provision in this Agreement, neither Lessee nor Lessor shall be liable to the other for any consequential, punitive, or indirect damages, including without limitation, loss of use of their property, loss of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, indemnity, strict liability, negligence or breach of warranty.

20. **Condemnation.** Promptly upon receipt of notice that the Premises or Property may be or will be transferred to a condemning authority pursuant to a taking of all or a portion of the Property, Lessor

shall notify Lessee of same. In the event the Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Agreement immediately upon notice to Lessor. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation under this Agreement. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

21. **Assignment by Lessee and Financing Party Protections.**

(a) Lessee shall not assign or sublease any of its rights, duties or obligations under this Agreement without the prior consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee may, without consent from Lessor, assign any of its rights, duties or obligations under this Agreement: (i) to a Financing Party pursuant to Section 21(c), (ii) to one or more of its Affiliates, (iii) to one or more third parties in connection with a collateral assignment of rights, mortgage, pledge or otherwise, (iv) to any Person or entity succeeding to all or substantially all of the stock or assets of Lessee, or (v) to a successor entity in a merger or acquisition transaction. Lessor agrees to execute any consent, novation or other documentation that Lessee may request in connection with any assignment permitted by this Section 21, including without limitation entering into a consent and assignment agreement with Lessee's Financing Party.

(b) Notwithstanding anything herein to the contrary, Lessee may collaterally assign this Agreement and the System to a Financing Party without the need for consent from Lessor. Upon receipt of notice of the name and address of a Financing Party, Lessor agrees to deliver any notices of default to the Financing Party simultaneously with the delivery of such notices of default to Lessee. The Financing Party will have the right in its sole discretion, but not the obligation, (i) to enforce its lien and acquire title to all or any portion of the System and all right, title and interest of Lessee in and to this Agreement by any lawful means, (ii) to take possession of and operate all or any portion of the System and to perform all obligations to be performed by Lessee under this Agreement, or to cause a receiver to be appointed to do so, (iii) to cure any defaults or breaches by Lessee within the time periods provided hereunder for Lessee plus an additional sixty (60) days in the case of an Event of Default under Section 22, and in order to succeed to the rights and obligations of Lessee under this Agreement shall not be required to cure any defaults by Lessee under Section 22 that by their nature are not capable of being cured by the Financing Party. Any such notices shall be sent to the Financing Party at the address specified in writing to Lessor by Lessee or any Financing Party. Failure by Lessor to give the Financing Party such notice shall not diminish the Financing Party's rights against Lessee, but shall preserve all rights of the Financing Party to cure any default and to remove any property of Lessee located on the Premises.

(c) If Lessor has been notified of the existence of a Financing Party, Lessor will not agree to any amendment, modification or voluntary termination of this Agreement without the prior written consent of the Financing Party. Lessor agrees that, upon foreclosure (or assignment in lieu of foreclosure) of its mortgage or security interest in the System, the Financing Party may succeed to the rights and obligations of Lessee under this Agreement and thereafter, without Lessor's consent, to assign or transfer all or any portion of the System to a third party. The Financing Party will be responsible for performance of Lessee's obligations after it succeeds to Lessee's interests under this Agreement, but shall have no further liability hereunder after it assigns such interests to a third party.

(d) If this Agreement is rejected or disaffirmed by Lessee pursuant to bankruptcy law or other law affecting creditor's rights and within ninety (90) days after such event any Financing Party shall have arranged to the reasonable satisfaction of Lessor for performance of Lessee's obligations under this Agreement, then Lessor shall execute and deliver to such Financing Party or to a designee of such Financing Party a new agreement which (i) shall be for a term equal to the remainder of the Lease Term

before giving effect to such rejection or termination; and (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement.

(e) An assignment by either Party in accordance with this Section 21 shall, provided that assignee assumes the assignor's obligations under this Agreement, relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.

(f) The provisions of this Section 21 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 21 were a separate and independent contract made by Lessor, Lessee and each Financing Party. Lessee's Financing Parties shall be express third party beneficiaries of this Section 21.

## 22. **Defaults and Remedies.**

(a) **Events of Default.** The occurrence of any of the following (each an "***Event of Default***") shall place the Party responsible for the Event of Default (the "***Defaulting Party***") in default of this Agreement, and the other Party (the "***Non-Defaulting Party***") shall be entitled to the remedies provided in Section 22(b): (i) a Party's failure to pay any amount required to be paid hereunder and such failure shall continue for thirty (30) days after written notice of such failure has been received by the Defaulting Party, (ii) a Party's failure to perform any covenant or obligations hereunder, other than payment of monetary sums, or commitment of a material breach of this Agreement and the failure to cure such default within sixty (60) days after written notice specifying such failure has been received by the Defaulting Party, or (iii) if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required to complete the cure, a Party's failure to use diligence and good faith to commence and continue exercising commercially reasonable diligence to cure the Event of Default after such sixty (60) day period, and (iv) a Party becomes subject to a Bankruptcy Event. Further, if the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy in escrow with any reputable third party escrow, or may interplead the same, which amount shall remain undistributed and shall not accrue interest or penalties, and no Event of Default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts.

(b) **Remedies.** Except as qualified by Section 21(b), upon the occurrence of, and during the continuance of an Event of Default, the Non-Defaulting Party shall: (i) have the right to terminate this Agreement by giving written notice of termination to the Defaulting Party; and (ii) have all rights and remedies that may be available to the Non-Defaulting Party at law or in equity.

23. **Notices.** All notices under this Agreement shall be made in writing to the Addresses for Notices specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service, registered or certified mail return receipt requested, or email. Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing written notice of the same in accordance with the provisions of this Section 23. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.

24. **Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of any subsequent breach of such term, condition, or provision, or any other term, condition, or provision contained herein.

25. **Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

26. **Headings.** The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

27. **Invalid Term.** If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement; *provided, however*, that the Parties shall work together in good faith to modify this Agreement as necessary to retain the intent of any such severed clause.

28. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles.

29. **Dispute Resolution.** In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Agreement, or the breach hereof, the Parties agree to engage in good faith negotiations to resolve such dispute. If the Parties are unable to resolve such dispute through such negotiations, either Party may, within a reasonable time after the dispute has arisen, pursue all available legal and/or equitable remedies.

30. **Attorney's Fees.** In the event there is a lawsuit, action, arbitration, or other proceeding between Lessee and Lessor, which arises from or concerns this Agreement, whether that lawsuit, action, arbitration, or other proceeding involves causes of action in contract or in tort, at law or in equity, the substantially prevailing party shall be entitled to recover all costs and expenses, including its actual attorneys' and expert or consultants' fees and court costs, in such lawsuit, action, arbitration, or other proceeding.

31. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT.

32. **Binding Effect.** This Agreement and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

33. **Counterparts.** This Agreement may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party agrees that signatures transmitted by facsimile or electronically shall be legal and binding and have the same full force and effect as if an original of this Agreement and had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

34. **Entire Agreement.** This Agreement, including the Cover Sheet and all exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersedes all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Agreement may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in executing this Agreement that Party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

35. **Agricultural Impact Mitigation Agreement.** This Agreement does not incorporate any provision from any agricultural impact mitigation agreement that may be entered into with the Illinois



Department of Agriculture with respect to the Premises (an “*AIMA*”). The Parties specifically agree that with respect to any provision contained in an AIMA, this Agreement shall control, whether such provision is addressed generally, specifically or not at all in this Agreement.

36. **Further Assurances.** Upon the receipt of a request from the other Party or a Financing Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party’s expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party’s lender to create, perfect or preserve its collateral interest in such Party’s property or such party’s rights and obligations under this Agreement. Any estoppel shall be executed within ten (10) days of a request therefor. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 35.

37. **Force Majeure.** Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 36 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. If a Force Majeure Event shall have occurred that has prevented either Party from performing any of its material obligations hereunder and that has continued for a continuous period of one hundred twenty (120) days, then either Party shall have the right, but not the obligation, to terminate the Agreement upon ninety (90) days’ prior notice to the other Party without penalty or further liability. If at the end of such ninety (90) day period such Force Majeure Event shall still continue and the material obligation has not been able to be resumed to the reasonable satisfaction of the affected Party, the Agreement shall terminate. Upon such termination due to a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination or those which expressly survive the termination or expiration of the Agreement pursuant to the terms hereof). If, at the end of such ninety (90) day period such Force Majeure Event is no longer continuing, the Agreement shall remain in full force and effect, and the Party’s termination notice shall be deemed to have been withdrawn. Rent shall abate for any period during which Lessee is not able to operate the System in the manner contemplated herein.

38. **Confidentiality.** Lessor will maintain in strict confidence, for the sole benefit of Lessee, the existence and the terms of this Agreement and the transactions contemplated herein, including but not limited to any business plans, financial information, technical information regarding the design, operation, maintenance of the System; *provided, however*, Lessor may disclose this Agreement and the transactions contemplated herein to Lessor’s affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

39. **Memorandum of Lease.** Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee’s rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as **Exhibit E** shall be recorded in the office where real estate records are customarily filed in the jurisdiction of the Premises.

40. **Brokers.** In the event any broker or other party claims a commission, the Party responsible for the contact with that claimant shall indemnify, defend and hold the other Party harmless from that claim, and including, without limitation, the payment of any attorneys’ fees and costs incurred.

41. **Interpretation.** This Agreement shall not be construed against the Person or entity preparing it, but shall be construed as if all of the Parties jointly prepared this Agreement without any uncertainty or ambiguity being interpreted against any one of them.

42. **No Partnership.** This Agreement is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'lessor' and 'lessee' and 'grantor' and 'grantee', and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party, other than as provided in Section 3(d).

43. **Public Officials.** Lessor acknowledges that its receipt of monetary and other good and valuable consideration hereunder may represent a conflict of interest if Lessor or its Affiliate is a government employee or otherwise serves on a governmental entity with decision-making authority (a "**Public Official**") as to any rights Lessee may seek, or as to any obligations that may be imposed upon Lessee in order to develop and/or operate the Systems ("**Development Rights**"), and Lessor hereby agrees for itself and its Affiliates to (1) recuse him/herself from all such decisions related to Lessee's Development Rights unless such recusal is prohibited by law or is not reasonably practicable considering the obligations of such Public Official's position and (2) recuse him/herself from all such decisions related to Lessee's Development Rights if such recusal is required by law. If Lessor is not required pursuant to (1) or (2) above to recuse him/herself from a decision related to Lessee's Development Rights, Lessor will, in advance of any vote or other official action on the Development Rights, disclose the existence of this Agreement (but not the financial terms therein) at an open meeting of the relevant governmental entity Lessor serves on as a Public Official. Additionally, if Lessor is a Public Official and any of Lessor's spouse, child or other dependent has a financial interest in the Systems, Lessor shall disclose such relationship (but not the financial terms thereof) at an open meeting of the relevant governmental entity Lessor serves on as a Public Official, prior to participation in any decision related to Lessee's Development Rights.

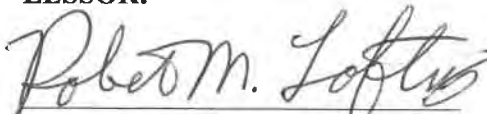
44. **Time is of the Essence.** Time is of the essence with respect to all provisions within this Agreement.

45. **Holdover.** In the event that Lessee shall remain in possession after the expiration of the Lease Term, Lessee shall be considered a holdover from month-to-month only, on the same terms and conditions set forth in this Agreement, except at 1.25 times the monthly rent in effect at the expiration of this Agreement, and Lessor shall not waive any rights whatsoever which it has for the removal of Lessee after the expiration or termination of the Agreement.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the Effective Date.

**LESSOR:**



Robert M. Loftus Trustee of the  
Robert M. & Ildefonsa Loftus Living Trust dated [date of Trust]



1-7-2006

**LESSEE:**

**312 SOLAR DEVELOPMENT, LLC**  
a Delaware limited liability company

**BY: 1115 SOLAR DEVELOPMENT, LLC**  
its sole member and manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the Effective Date.


**LESSOR:**

\_\_\_\_\_  
Robert M. & Ildefonsa Loftus Living Trust  
Trustee: Robert M. Loftus

\_\_\_\_\_  
Robert M. & Ildefonsa Loftus Living Trust  
Trustee: Ildefonsa Loftus

**LESSEE:**

**312 SOLAR DEVELOPMENT, LLC**  
**a Delaware limited liability company**

By: \_\_\_\_\_  
8F2EE8DA37B84F6...  
Name: Brendan Neagle  
Title: VP Project Finance



**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

For Lessor's title to the Property, reference is herein made to the following Deeds:

Deed dated February 14, 2006 and recorded on February 15, 2006 in the Kendall County Recorder's Office in Document No.: 200600004820.

Deed dated February 14, 2006 and recorded on February 15, 2006 in the Kendall County Recorder's Office in Document No.: 200600004821.

Deed dated February 14, 2006 and recorded on February 15, 2006 in the Kendall County Recorder's Office in Document No.: 200600004822.

## **EXHIBIT B**

### **DESCRIPTION OF PREMISES**

The Premises consists of approximately 25 acres located at the Property as described and/or depicted below.

Lessor agrees that the description of the Premises will be replaced with actual metes and bounds upon completion of System design and site survey.



## **EXHIBIT C**

### **DEFINITIONS**

***“Abandonment Notice”*** has the meaning set forth in Section 6(c) of this Agreement.

***“Access Easement”*** has the meaning set forth in Section 4(c).

***“Affiliate”*** means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director, officer or member of such Person or of an Affiliate of such Person.

***“Agreement”*** has the meaning set forth on page 1 herein.

***“Applicable Law”*** means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, Environmental Law, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

***“Authorization Letter”*** has the meaning set forth in Section 3(d) of this Agreement.

***“Bankruptcy Event”*** means with respect to a Party, that either: such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or substantially all of its property; (B) made a general assignment for the benefit of its creditors; (C) commenced a voluntary case under any bankruptcy law; (D) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (E) taken any corporate or other action for the purpose of effecting any of the foregoing; or a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (i) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of more than one hundred eighty (180) days.

***“Business Day”*** means any day other than Saturday, Sunday or any other day on which banking institutions in the state where the Property is located are required or authorized by Applicable Law to be closed for business.

***“Commercial Operation Date”*** means the date on which the System(s) commences selling electricity to a third party purchaser on a commercial basis (excluding the sale of test energy).

***“Construction License”*** has the meaning set forth in Section 4(d) of this Agreement.

***“Construction License Area”*** has the meaning set forth in Section 4(d) of this Agreement.

***“Defaulting Party”*** has the meaning set forth in Section 22(a) of this Agreement.

***“Development Rights”*** has the meaning set forth in Section 42 of this Agreement.

***“Easements”*** has the meaning set forth in Section 4(c) of this Agreement.

***“Environmental Attributes and Incentives”*** means any emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or

designated, directly or indirectly resulting from, attributable to or associated with the consumption, storage, injection, sale and/or generation of energy by a solar renewable energy facility and/or through the storage and/or injection of electricity, whether existing as of the Effective Date or thereafter, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program.

**“Environmental Claims”** has the meaning set forth in Section 14 of this Agreement.

**“Environmental Law”** means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

**“Event of Default”** has the meaning set forth in Section 22(a) of this Agreement.

**“Exercise Notice”** has the meaning set forth in Section 4(a) of this Agreement.

**“Expiration Date”** has the meaning set forth on the Cover Sheet, as such date may be extended in accordance with the Agreement.

**“Extension Exercise Notice”** has the meaning set forth in Section 7 of this Agreement.

**“Extension Option”** has the meaning set forth in Section 7 of this Agreement.

**“Extension Term”** has the meaning set forth in Section 7 of this Agreement.

**“Financing Party”** means, as applicable (i) any Person (or its agent) from whom Lessee (or an Affiliate of Lessee) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or an Affiliate of Lessee) with respect to the System. Lessee shall provide written notice to Lessor of, and the contact information for, any Financing Party prior to a party being deemed a Financing Party hereunder.

**“Force Majeure Event”** means, when used in connection with the performance of a Party’s obligations under this Agreement, any events or circumstances beyond the affected Party’s reasonable control that arise after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party’s performance of its obligations under this Agreement. Force Majeure Event includes but is not limited to the following: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, pandemics, epidemics, disease, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides of the type which would, under normal circumstances and typical insurance policies, constitute an event of insurable loss; (iii) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of Governmental Authorities in response to a Party’s failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

**“Governmental Approvals”** has the meaning set forth in Section 3(d) of this Agreement.

**“Governmental Authority”** means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government.

**“Hazardous Substances”** means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable



Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

**“Insolation”** has the meaning set forth in Section 13(g) of this Agreement.

**“Land”** has the meaning set forth in Recital B.

**“Lease Commencement Date”** has the meaning set forth in Section 4(a) of this Agreement.

**“Lease Term”** has the meaning set forth on the Cover Sheet of this Agreement.

**“Lessee Real Property Taxes”** has the meaning set forth in Section 16 of this Agreement.

**“Lessee Parties”** means, individually or collectively, Lessee, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects, and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives, and invitees.

**“Lessee Taxes”** has the meaning set forth in Section 16 of this Agreement.

**“Lessor Parties”** means, individually or collectively, Lessor, its Affiliates, and any of their authorized representatives, agents, employees, managers, and each of their respective officers, directors, partners, members, managers, agents, employees, and representatives.

**“Local Electric Utility”** means the local electric distribution owner and operator providing electric distribution services to Lessee and also providing electric distribution and interconnection services to Lessee for Lessee’s System.

**“Non-Defaulting Party”** has the meaning set forth in Section 22(a) of this Agreement.

**“NDA”** has the meaning set forth in Section 13(f) of this Agreement.

**“Operation Term”** has the meaning set forth in Section 5(b) of this Agreement.

**“Option”** has the meaning set forth in Section 3(a) of this Agreement.

**“Option Term”** has the meaning set forth in Section 3(b) of this Agreement.

**“Party” or “Parties”** has the meaning set forth on page 1 of this Agreement.

**“Permits”** means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority which are required in order to develop, construct, operate, maintain, improve, refurbish and retire the System or to schedule and deliver the electric energy produced by the System to the Local Electric Utility, including an authorization to construct or a conditional use permit.

**“Person”** means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

**“Personal Property Taxes”** has the meaning set forth in Section 16 of the Agreement.

**“Premises”** has the meaning set forth in Recital B of this Agreement.

**“Property”** has the meaning set forth in Recital A of this Agreement.

**“Public Official”** has the meaning set forth in Section 42 of this Agreement.

**“Removal Date Term”** has the meaning set forth in Section 6(c) of this Agreement.

**“Rent”** has the meaning set forth on the Cover Sheet of this Agreement.

**“Roll Back Taxes”** has the meaning set forth in Section 16(b) of this Agreement.

**“Sales Tax”** has the meaning set forth in Section 16(b) of this Agreement.

**“Security Interest”** has the meaning set forth in Section 13(n) of this Agreement.

**“System(s)”** means the solar photovoltaic and/or energy storage system or systems installed and operating at the Premises, together with all electrical production, transmission, storage, and distribution facilities and related equipment, hardware and materials, including without limitation, panels, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, cabling, wires, overhead and underground control, communications and radio relay systems, energy storage facilities (including batteries), interconnection facilities and/or switching facilities, transformers and current inverters, control boxes and computer monitoring equipment systems, structures, batteries, features and improvements necessary to produce, transmit and store electric energy at such facility (excluding power to the Property).

**“System Loss”** has the meaning set forth in Section 18(b) of this Agreement.

**“System Removal”** has the meaning set forth in Section 6(c) of this Agreement.

**“Taxes and Assessments”** has the meaning set forth in Section 16 of this Agreement.

**“Tests”** has the meaning set forth in Section 2 of this Agreement.

**“Utility Easement”** has the meaning set forth in Section 4(c) of this Agreement.

**EXHIBIT D**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**EXHIBIT E**

**MEMORANDUM OF OPTION AND LEASE**

**[See attached]**



**Recording Requested by and  
after recording return to:**

\_\_\_\_\_, LLC  
c/o Borrego Solar Systems, Inc.  
1814 Franklin Street, Suite 700  
Oakland, CA 96412  
Attn: Legal Department

**MEMORANDUM OF OPTION AND LEASE**

THIS MEMORANDUM OF OPTION AND LEASE (the “**Memorandum**”), is made as of \_\_\_\_\_, 20\_\_, by and between [\_\_\_\_\_] [a \_\_\_\_\_ having its principal place of business located at] [an individual with an address of] \_\_\_\_\_, Illinois (“**Lessor**”) and \_\_\_\_\_, LLC, a Delaware limited liability company with its principal place of business located at 1814 Franklin Street, Suite 700, Oakland, California 94612 (“**Lessee**”).

1. Lessor and Lessee are parties to that certain Option and Lease Agreement (the “**Lease**”), dated as of \_\_\_\_\_ (the “**Effective Date**”) covering a portion of that certain parcel of land and the improvements thereon commonly known as \_\_\_\_\_, Illinois and identified in the deed dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ County Recorder’s Office at Book \_\_\_\_\_, Page \_\_\_\_\_ (the “**Property**”).
2. Under the Lease, Lessee has an option to lease a portion] of the Property and acquire easements over a portion of the Property as described in **Exhibit A** annexed hereto (the “**Premises**”), which option commences on the Effective Date and lasts for five hundred forty (540) days thereafter. The option term may be extended for two (2) addition terms of three hundred sixty five (365) days each.
3. The commencement date of Lessor’s lease of the Premises shall be the date of Lessor’s exercise of the option.
4. If the option is exercised, the initial term of the lease and the easements will be for twenty (20) years, and Lessee shall have the option to extend the lease for up to four (4) additional five (5) year terms, subject to earlier termination or extension pursuant to the terms of the Lease or applicable law.
5. The System, as defined in the Lease, installed and operated by Lessee at the Premises shall not be deemed a fixture. The System is Lessee’s personal property and Lessor has no right, title or interest in the System. Further, Lessor has waived all right of levy for rent, all claims and demands against the System and all rights it may have to place a lien on the System.
6. All of the terms, covenants and conditions of the Lease are incorporated herein and made a part hereof. The purpose of this Memorandum is to give notice of the existence of the tenancy and easements created by the Lease; and shall not be construed to vary or otherwise affect the rights or obligations of the parties under the Lease as it may be

amended. All capitalized terms not defined herein have the meaning attributed to them in the Lease.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum as of the date first above written.

**LESSOR:**

\_\_\_\_\_  
[Name of Trustee], Trustee of the  
[Name of Trust] dated [date of Trust]

**LESSEE:**

\_\_\_\_\_, LLC,  
a Delaware limited liability company

By: **1115 SOLAR DEVELOPMENT, LLC**,  
its sole member and manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**to**  
**Memorandum of Option and Lease**  
**PREMISES LEGAL DESCRIPTION**



**EXHIBIT F**

[Date]

To Whom It May Concern

Borrego Solar Systems, Inc. and its employees and affiliates are hereby authorized to act as our agent for submission of applications and related plans and documents, and to appear before boards and other officials, with respect to obtaining approvals for solar installations and/or energy storage systems to be constructed on my property located at [property address].

Sincerely,

[Owner's Name]

**EXHIBIT G**

**FORM OF AMENDMENT TO DESCRIBE THE PREMISES**

**FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT**

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("***Amendment***") is made and entered into as of \_\_\_\_\_, 202\_ (the "***Effective Date***"), between \_\_\_\_\_, ("***Lessor***") and \_\_\_\_\_, LLC, a Delaware limited liability company (the "***Lessee***").

**WHEREAS**, Lessor and Lessee entered into that certain Option and Lease Agreement, dated \_\_\_\_\_, 201\_ with respect to the property commonly known as \_\_\_\_\_, (collectively, the "***Lease***").

**WHEREAS**, the legal descriptions for the Premises shown on Exhibit B were based on preliminary site discovery information and were contemplated to be replaced with actual metes and bounds upon completion of System design and site survey.

**WHEREAS**, Lessee has completed its System design and site survey and the parties now seek to replace the legal descriptions attached to Exhibit B with the legal descriptions for the current design.

**WHEREAS**, the parties desire to amend the Lease on the terms and conditions contained herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree, as follows:

1. **Recitals.** The foregoing recitals are incorporated herein as if set forth at length. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Lease. All references herein to the Lease shall include the Lease as modified by this Amendment.

2. **Premises Exhibit.** Exhibit B of the Lease is hereby deleted in its entirety and replaced with **Schedule 1** attached hereto.

3. **Ratification; Full Force and Effect.** Except as amended by this Amendment, the Lease is hereby ratified, confirmed and approved in all respects.

4. **Provisions Binding.** All rights and liabilities given to or imposed upon either of the parties to this Amendment shall extend to and are binding upon the parties hereto and their respective successors and assigns.

5. **Entire Agreement.** This Amendment (a) together with the Lease contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties, (b) may not be modified or amended except by written agreement signed by the parties, (c) will be governed by the laws of the State of Illinois, without regard to principles of conflicts of laws and (d) may be executed by facsimile signature and in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same instrument.

**[Signatures on the Following Page]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date first above written.

**LESSOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSEE:**

\_\_\_\_\_, **LLC**,  
a Delaware limited liability company

By: **1115 Solar Development, LLC**  
its sole member and manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1**

**EXHIBIT B**

**DESCRIPTION OF PREMISES**



Order ID: 7364894

\* Agency Commission not included

**GROSS PRICE \* :** \$327.87**PACKAGE NAME:** IL Govt Legal Aurora Beacon**Product(s):** SubTrib\_Aurora Beacon News, Publicnotices.com**AdSize(s):** 1 Column**Run Date(s):** Friday, January 20, 2023**Zone:** Full Run**Color Spec.** B/W

## Preview

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE  
UNITED CITY OF YORKVILLE  
PLANNING AND ZONING  
COMMISSION  
PZC 2022-24**

NOTICE IS HEREBY GIVEN THAT New Leaf Energy, Inc. dba Beecher Solar 1, LLC, petitioner, on behalf of Robert M. and Idefonsa Loftus, owners, has filed applications with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification and special use authorization. The real property is generally located north and south of the Burlington Northern Santa Fe railroad line, east of Beecher Road. The petitioner is requesting rezoning approval from R-1 Single-Family Suburban Residential District to A-1 Agricultural District (contingent on approval of annexation by the City Council). The petitioner is requesting special use permit approval is pursuant to Section 10-6-0 of the Yorkville City Code for a solar farm.

The legal description is as follows:

THAT PART OF THE SOUTHWEST ¼ OF SECTION 17; PART OF THE SOUTHEAST ¼ OF SECTION 18 AND PART OF THE NORTHEAST ¼ OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SECTION 19 AFORESAID, 35.04 CHAINS WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES, 35 MINUTES, 0 SECONDS EAST 0.55 CHAINS TO THE SOUTH RIGHT-OF-WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY FOR THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES, 35 MINUTES, 0 SECONDS WEST TO THE CENTER LINE OF THE BRISTOL AND PLANO ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CENTER OF ROB ROY CREEK; THENCE NORTHEASTERLY ALONG SAID CENTER LINE TO THE EAST LINE OF SECTION 19; THENCE NORTH ALONG

Order ID: 7364894

\* Agency Commission not included

**GROSS PRICE \* :** \$327.87**PACKAGE NAME:** IL Govt Legal Aurora Beacon

SAID EAST LINE 6.44 CHAINS TO THE SOUTHWEST CORNER OF SECTION 17; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 2.30 CHAINS; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17 WHICH IS 5.50 CHAINS EAST OF THE NORTHWEST CORNER OF SAID QUARTER QUARTER; THENCE WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17 AND ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18 TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER QUARTER TO THE SOUTH RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON, AND QUINCY RAILROAD COMPANY; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE RIGHT-OF-WAY OF THE CHICAGO, BURLINGTON, AND QUINCY RAILROAD COMPANY) IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS. PINS: 02-18-400-005, 02-18-400-006, and 02-17-300-002

A copy of the application is available for review during normal City business hours at the office of the Community Development Director.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a Public Hearing on said applications on Wednesday, February 8, 2023 at 7 p.m. at the United City of 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,  
JORI BEHLAND  
City Clerk

1/20/2023 7364894



# 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 30, 2023  
Subject: **PZC 2022-25 105 E Spring Street (Rezone)**

## **SUMMARY:**

The petitioner, Giovanna Schmieder, is seeking rezoning approval of an approximately 0.40-acre parcel located at 105 E Spring Street in Yorkville, Illinois. The property is located at the northeast corner of the Route 47 (Bridge Street) and Spring Street intersection. The property is currently zoned R-2 Single-Family Traditional Residence District and contains an existing vacant detached dwelling as well as a detached four car garage. The petitioner is seeking to rezone the property to the B-2 Retail Commerce Business District with the intention of operating a real estate office and business within the existing residential structure.

## **PROPERTY BACKGROUND:**

The property is located at the northeast corner of the N Bridge Street and E Spring Street intersection. The property contains an existing detached single-family home and accessory detached garage. According to the petitioner and new property owner, the house has been vacant for over a year. The house faces Spring Street but there is driveway access along Bridge Street which connects to the existing garage.



## **105 E Spring Street Location Map**

United City of Yorkville, Illinois  
January 5, 2023



## **PROPOSED REQUEST:**

The petitioner is seeking to rezone the parcel from the R-2 Single-Family Traditional Residence District to the B-2 Retail Commerce Business District. They would like to operate their real estate business out of the existing dwelling structure, utilize the garage for storage, and the long driveway for parking. The petitioner has stated that they may submit a permit application to expand for parking in the future but currently believe the existing pavement will be sufficient for their office needs. Their potential use for a real estate office is defined as a professional service/office in the zoning ordinance and is a permitted use in the B-2 District as stated in Section 10-6-0, Table 10.06.03.

## **SITE ANALYSIS:**

To consider the appropriateness for the rezoning request, an evaluation of the surrounding land uses and zoning is required. While the immediate adjacent properties to the parcel are zoned R-2 Residential, there are several properties along Bridge Street which are zoned for commercial use including B-1 and B-2 zoned parcels. Several of these nearby owners utilize the previous residential structure to conduct their business including counseling services, a salon, and real estate office. The subject property has frontage along Bridge Street which is one of Yorkville's main commercial corridors and the rezoning of this property for commercial use would be in line with current trends along the roadway. Additionally, while there are residential house nearby, many of the residentially zoned properties in the area contain non-residential uses including schools, municipal offices, and a religious institution.



### **105 E Spring Street Zoning Map**

United City of Yorkville, Illinois  
January 5, 2023





### **COMPREHENSIVE PLAN:**

The subject property's future land use is classified as "Traditional Neighborhood Residential" which is intended to maintain and preserve the character of Yorkville's traditional neighborhoods. Any new development within this designation should prioritize maintaining the existing density and generally provide similar housing as nearby dwellings. Additionally, this land use designation features an emphasis on rehabilitation of existing homes. The Comprehensive Plan designates all properties north of the river in the historic Bristol area as Traditional Neighborhood Residential including the existing commercial businesses.

While the proposed commercial land use does not seem to coincide with the Comprehensive Plan, the proposed utilization of the property is in line with the plan. The petitioner plans to use this property as a real estate office and restore the existing residential structure. Like many other structures along Bridge Street, the conversion of the previous dwelling to a commercial service can help rehabilitate a once vacant structure and maintain the established character of the area. While it is not a residential use, the plans to improve and revitalize the house and garage to maintain its existing character is in line with the future land use designations characteristics as detailed above.

### **FINDINGS OF FACT FOR REZONING:**

Section 10-4-10-B of the City's Zoning Ordinance establishes criteria for findings of fact related to rezoning (map amendment) requests. When the purpose and affect is to change the zoning of a property and amend the City's Zoning Map, the Planning and Zoning Commission shall consider each of the following facts before rendering a decision on the request:

1. The existing uses and zoning of nearby property.
2. The extent to which the property values are diminished by the particular zoning restrictions.
3. The extent to which the destruction of the property values of plaintiff promotes the health, safety, morals or general welfare of the public.
4. The relative gain to the public as compared to the hardship imposed upon the individual property owner.
5. The suitability of the subject property for the zoned purpose.
6. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the subject property.
7. The community need for the proposed use.
8. The care to which the community has undertaken to plan its land use development.

**The petitioner has provided written responses to these findings as part of their application (see attached) and requests inclusion of those responses into the public record at the February 8, 2023 Planning and Zoning Commission meeting.**

### **STAFF COMMENTS:**

Staff is generally supportive of the proposed rezoning as it will help fill a vacancy along Bridge Street and preserve the character of the area by utilizing the existing structure. The conversion of a detached dwelling into a commercial space is consistent with the general trend in this part of town.

**PROPOSED MOTION:**

*In consideration of testimony presented during a Public Hearing on February 8, 2023 and approval of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council of a request for a map amendment to rezone the property located at 105 E Spring Street from R-2 Single-Family Traditional Residence to the B-2 Retail Commerce Business District and further subject to {insert any additional conditions of the Planning and Zoning Commission} ...*

**ATTACHMENTS:**

1. Rezoning Application
2. Legal Description
3. Plat of Survey (photograph)



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# APPLICATION FOR REZONING

## INTENT AND PURPOSE

Rezoning is a type of map amendment which allows for the reclassification of a property's zoning district. A request for rezoning must not be arbitrary. There are several land use factors which are considered during the review process for a rezoning request including the suitability of surrounding land uses and zoning districts, local development trends, potential traffic impacts, and the overall public health and safety of the community.

This packet explains the process to successfully submit and complete an Application for Rezoning. It includes a detailed description of the process, outlines required submittal materials, and contains the application for rezoning.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 7: Amendments" of the Yorkville, Illinois City Code.

## APPLICATION PROCEDURE

### STEP

# 1

### APPLICATION SUBMITTAL

#### SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- ☐ One (1) original signed and notarized application.
- ☐ Legal description of the property in Microsoft Word.
- ☐ Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- ☐ Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- ☐ Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- ☐ One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

### STEP

# 2

### PLAN COUNCIL

#### MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

The petitioner must present the proposed request to the Plan Council. 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. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.





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# APPLICATION FOR REZONING

## STEP 3

### ECONOMIC DEVELOPMENT COMMITTEE

#### MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

## STEP 4

### PLANNING & ZONING COMMISSION

#### MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No rezoning request shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance.

The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing.

A certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document.

## STEP 5

### CITY COUNCIL

#### MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the recommendation of the special use will be considered. City Council will make the final approval of the special use. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

## SUMMARY OF RESPONSIBILITIES

Below is a summary breakdown of what will be required by the petitioner and what will be completed by the City:

#### PETITIONER

- ☐ Signed and Notarized Application
- ☐ Required Plans, Exhibits, and Fees
- ☐ Certified Mailing of Public Notice
- ☐ Signed Certified Affidavit of Mailings
- ☐ Attendance at All Meetings

#### CITY STAFF

- ☐ Detailed Schedule After Complete Submission
- ☐ Public Hearing Notice Language
- ☐ Posting of the Public Notice in a Local Newspaper
- ☐ Public Hearing Sign Application
- ☐ Draft Ordinance & Signatures for Recording





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# APPLICATION FOR REZONING

## SAMPLE MEETING SCHEDULE

MONTH 1							MONTH 2							MONTH 3							MONTH 4						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7			1	2	3	4	5					1	2		1	2	3	4	5	6	7
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
Plan Council Meeting							Economic Development Committee							Planning & Zoning Commission Public Hearing							City Council						

Meeting Date

Updated Materials Submitted for Meeting

Public Notice Mailing Window

This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

## DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the submission requirements. 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 planning and zoning commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

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

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





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# APPLICATION FOR REZONING

INVOICE & WORKSHEET PETITION APPLICATION			
<b>CONCEPT PLAN REVIEW</b>	<input checked="" type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<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: \$
<b>ANNEXATION</b>	<input checked="" type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres  # of Acres - 5 = _____ x \$10 = _____ + \$250 = \$ 200 Acres over 5 Amount for Extra Acres Total Amount		Total: \$ 200
<b>REZONING</b>	<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>  # of Acres - 5 = _____ x \$10 = _____ + \$200 = \$ _____ Acres over 5 Amount for Extra Acres Total Amount		Total: \$
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres  # of Acres - 5 = _____ x \$10 = _____ + \$250 = \$ _____ Acres over 5 Amount for Extra Acres Total Amount		Total: \$
<b>ZONING VARIANCE</b>	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>FINAL PLAT FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<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	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$
<b>OUTSIDE CONSULTANTS DEPOSIT</b>	<i>Legal, land planner, zoning coordinator, environmental services .</i> For Annexation, Subdivision, Rezoning, and Special Use: <input checked="" type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres		Total: \$ 1000
<b>TOTAL AMOUNT DUE:</b>			1200





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# APPLICATION FOR REZONING

## ATTORNEY INFORMATION

NAME: AARON VANAGAITIS COMPANY: \_\_\_\_\_  
MAILING ADDRESS: 1905 MARKETVIEW DR #246  
CITY, STATE, ZIP: YORKVILLE, IL 60560 TELEPHONE: 630-387-9299  
EMAIL: aaron@agvlawoffice.com 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".

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





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# APPLICATION FOR REZONING

## REZONING STANDARDS

PLEASE STATE THE EXISTING ZONING CLASSIFICATION(S) AND USES OF THE PROPERTY WITHIN THE GENERAL AREA OF THE PROPOSED REZONED PROPERTY:

It is R2 being used as a residential rental. It is currently vacant. Would like to use as a real estate office.

PLEASE STATE THE TREND OF DEVELOPMENT, IF ANY, IN THE GENERAL AREA OF THE PROPERTY IN QUESTION, INCLUDING CHANGES, IF ANY, WHICH HAVE TAKEN PLACE SINCE THE DAY THE PROPERTY IN QUESTION WAS PLACED IN ITS PRESENT ZONING CLASSIFICATION:

The properties along 47 were rezoned to commercial for the widening of 47 a few years ago. Property has been completely remodeled. There are several commercial entities along 47.

PLEASE STATE THE EXTENT TO WHICH PROPERTY VALUES ARE DIMINISHED BY THE PARTICULAR ZONING RESTRICTIONS:

They will not due to most of the properties to the right and to the left are already businesses.

PLEASE STATE THE EXTENT TO WHICH THE DESTRUCTION OF PROPERTY VALUES OF PETITIONER PROMOTES THE HEALTH, SAFETY, MORALS, AND GENERAL WELFARE OF THE PUBLIC:

There will not be destruction to property value as it would conform all the properties on 47 to be businesses.



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# APPLICATION FOR REZONING

## REZONING STANDARDS

PLEASE STATE THE LENGTH OF TIME THE PROPERTY HAS BEEN VACANT AS ZONED CONSIDERED IN THE CONTEXT OF LAND DEVELOPMENT IN THE AREA IN THE VICINITY OF THE SUBJECT PROPERTY:

It was vacant for a long period of time (over 24 mths) then purchased and flipped so it was no longer an eye sore right on 47. Then it was purchased by me in September of 22 & is still vacant.

PLEASE STATE THE COMMUNITY NEED FOR THE PROPOSED LAND USE:

Our real estate group brings more diversity and years of local knowledge so we can help Kendall County to continue to progress. Most of our team has lived in Yorkville for many years and have great community ties.

WITH RESPECT TO THE SUBJECT PROPERTY, PLEASE STATE THE CARE WITH WHICH THE COMMUNITY HAS UNDERTAKEN TO PLAN ITS LAND USE DEVELOPMENT:

The city has an adopted comprehensive plan which evaluates land along this corridor. The city used that as a guideline for development in the area.

PLEASE STATE THE IMPACT THAT SUCH RECLASSIFICATION WILL HAVE UPON TRAFFIC AND TRAFFIC CONDITIONS ON SAID ROUTES; THE EFFECT, IF ANY, SUCH RECLASSIFICATION AND/OR ANNEXATION WOULD HAVE UPON EXISTING ACCESSES TO SAID ROUTES; AND THE IMPACT OF ADDITIONAL ACCESSES AS REQUESTED BY THE PETITIONER UPON TRAFFIC AND TRAFFIC CONDITIONS AND FLOW ON SAID ROUTES (ORD. 1976-43, 11-4-1976):

There should be no extra traffic as there will not be many clients coming in and out of the office. We generally meet our clients at the property being looked at. Rt 47 is a high traffic area and is able to handle it.



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# APPLICATION FOR REZONING

## REZONING STANDARDS

PLEASE STATE THE RELATIVE GAIN TO THE PUBLIC AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL PROPERTY OWNER:

The community will have more choices for real estate & property management needs along with being bilingual and global wide.

PLEASE STATE THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE ZONED PURPOSES:

There is plenty of space for our offices and meeting rooms along with parking & a large side yard for client / community events. Being along 47 with other businesses as well.

## 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

12-15-2022

DATE

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

OWNER SIGNATURE

12-15-2022

DATE

**THIS APPLICATION MUST BE  
NOTARIZED PLEASE NOTARIZE HERE:**

"Official Seal"  
ANDREA M WEINERT  
Notary Public, State of Illinois  
My Commission Expires 12/27/2026



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 NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 105 E SPRING ST, YORKVILLE, IL
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## 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: GIOVANNA SCHMIEDER	COMPANY: KELLER WILLIAMS INFINITY / THE GIOVANNA GROUP
MAILING ADDRESS: 69 Poplar Rd	
CITY, STATE, ZIP: YORKVILLE IL 60560	TELEPHONE: 630-333-2798
EMAIL: giovanna@theGiovannaGroup.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.

PRINT NAME: GIOVANNA SCHMIEDER	TITLE: OWNER
SIGNATURE*:	DATE: 1-13-2022

*\*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)*

## 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		

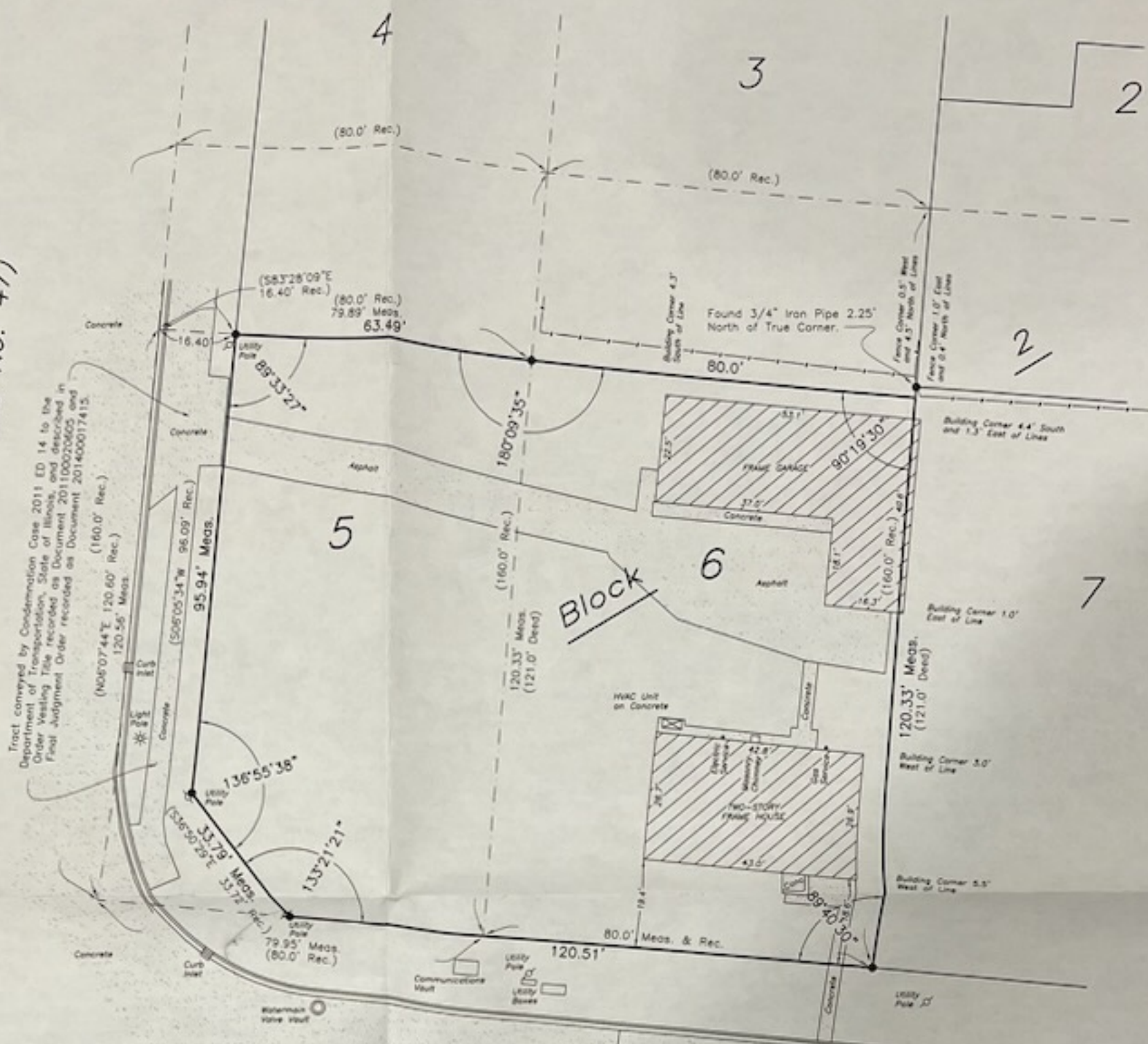


Legal Description For  
105 E Spring St, Yorkville, IL 60560

The South 121 feet of Lots 5 and 6 in Block 2 of the Original Village of Bristol, Kendall County, Illinois,  
EXCEPTING THEREFROM that Part taken by Condemnation Case 2011 ED 14 by the Department of  
Transportation, State of Illinois, and described in Order Vesting Title recorded as Document  
201100020605 and Final Judgment Order recorded as Document 201400017415

PLAT OF SURVEY OF  
 PART OF LOTS 5 AND 6 BLOCK 2 ORIGINAL VILLAGE OF BRISTOL  
 UNITED CITY OF YORKVILLE KENDALL COUNTY ILLINOIS

North Bridge Street  
 (a.k.a. Illinois Route No. 47)



N

SCALE  
 1"=20'

- Indicates Iron Stake Found
- Indicates Iron Stake Set
- Indicates Line of Fence

NOTE: This property is commonly known as 105 East Spring Street.

East Spring Street

LEGAL DESCRIPTION:

The South 121 feet of Lots 5 and 6 in Block 2 of the Original Village of Bristol, Kendall County, Illinois, EXCEPTING THEREFROM that Part taken by Condemnation Case 2011 ED 14 by the Department of Transportation, State of Illinois, and described in Order Vesting Title recorded as Document 201100020605 and Final Judgment Order recorded as Document 201400017415.

State of Illinois )  
 County of Kendall ) SS

I, Phillip D. Young, an Illinois Professional Land Surveyor and an officer of Phillip D. Young and Associates, Inc., state that I have surveyed and located the visible improvements upon the attached described tract as shown by the plat hereon drawn which is a representation of said survey. Field work completed September 19, 2021. This professional service conforms to the current Illinois minimum standard for a boundary survey.

Dated September 21, 2021 at Yorkville, Illinois

*Phillip D. Young*  
 Phillip D. Young  
 Illinois Professional Land Surveyor No. 2678 (Expires 11/30/22)



JOB NO. 21342  
 JOB NAME ATTY. RAMOS  
 DWG FILE 21342B

Phillip D. Young and Associates, Inc.  
 LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

1107B South Bridge Street  
 Yorkville, Illinois 60560  
 Telephone (630)553-1580

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE  
UNITED CITY OF YORKVILLE  
PLANNING AND ZONING COMMISSION  
PZC 2022-25**

**NOTICE IS HEREBY GIVEN THAT** Giovanna Schmieder, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification of an approximately 0.40-acre parcel located at 105 E Spring Street in Yorkville, Illinois. The real property is located at the northeast corner of the Route 47 (Bridge Street) and Spring Street intersection. The petitioner is seeking to rezone the parcel from the R-2 Single-Family Traditional Residence District to the B-2 Retail Commerce Business District. The purpose of the rezoning is to establish and operate a professional services business within the existing residential structure.

The legal description of said parcel is as follows:

THE SOUTH 121 FEET OF LOTS 5 AND 6 IN BLOCK 2 OF THE ORIGINAL VILLAGE OF BRISTOL, KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART TAKEN BY CONDEMNATION CASE 2011 ED 14 BY THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, AND DESCRIBED IN ORDER VESTING TITLE RECORDED AS DOCUMENT 201100020605 AND FINAL JUDGMENT ORDER RECORDED AS DOCUMENT 201400017415

PIN: 02-28-357-011

A copy of the application is available for review during normal City business hours at the office of the Community Development Director.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a Public Hearing on said application on **Wednesday, February 8, 2023 at 7:00 p.m.** at the United City of 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.

JORI BEHLAND  
City Clerk



**Sold To:**

United City of Yorkville - CU00410749  
800 Game Farm Rd  
Yorkville, IL 60560-1133

**Bill To:**

United City of Yorkville - CU00410749  
800 Game Farm Rd  
Yorkville, IL 60560-1133

## Certificate of Publication:

Order Number: 7364685  
Purchase Order: 7364685

State of Illinois - Kendall

**Chicago Tribune Media Group** does hereby certify that it is the publisher of the The Beacon-News. The The Beacon-News is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Aurora, Township of Aurora, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 1/20/2023, and the last publication of the notice was made in the newspaper dated and published on 1/20/2023.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Jan 20, 2023.**

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The Beacon-News

In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

21st Day of January, 2023, by

**Chicago Tribune Media Group**



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Jeremy Gates



**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE  
UNITED CITY OF YORKVILLE  
PLANNING AND ZONING  
COMMISSION  
PZC 2022-25**

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By order of the Corporate Authorities of the United City of

# CHICAGO TRIBUNE

media group

Yorkville, Kendall County, Illinois.

JORI BEHLAND

City Clerk

January 20, 2023 - 7364685