



## **United City of Yorkville**

651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Telephone: 630-553-4350  
www.yorkville.il.us

### **AGENDA ECONOMIC DEVELOPMENT COMMITTEE MEETING**

**Tuesday, October 3, 2023**

**6:00 p.m.**

East Conference Room #337  
651 Prairie Pointe Drive, Yorkville, IL

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#### **Citizen Comments:**

**Minutes for Correction/Approval:** September 5, 2023

#### **New Business:**

1. EDC 2023-39 Building Permit Report for August 2023
2. EDC 2023-40 Building Inspection Report for August 2023
3. EDC 2023-41 Property Maintenance Report for August 2023
4. EDC 2023-42 Economic Development Report for September 2023
5. EDC 2023-43 Kendall Marketplace Lots 4 & 5 – Commercial Final Plat
6. EDC 2023-44 Lanceleaf Solar – Amendment, Rezone, Special Use and Variance
7. EDC 2023-45 Kendall County Petition 23-30 – 1.5 Mile Review (6145 Whitetail Ridge Drive)

#### **Old Business:**

#### **Additional Business:**

UNITED CITY OF YORKVILLE  
WORKSHEET  
ECONOMIC DEVELOPMENT COMMITTEE  
Tuesday, October 3, 2023  
6:00 PM  
EAST CONFERENCE ROOM #337

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**CITIZEN COMMENTS:**

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**MINUTES FOR CORRECTION/APPROVAL:**

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1. September 5, 2023
  - Approved \_\_\_\_\_
  - As presented
  - With corrections

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**NEW BUSINESS:**

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1. EDC 2023-39 Building Permit Report for August 2023
  - Informational Item
  - Notes \_\_\_\_\_

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2. EDC 2023-40 Building Inspection Report for August 2023

Informational Item

Notes \_\_\_\_\_

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3. EDC 2023-41 Property Maintenance Report for August 2023

Informational Item

Notes \_\_\_\_\_

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4. EDC 2023-42 Economic Development Report for September 2023

Informational Item

Notes \_\_\_\_\_

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5. EDC 2023-43 Kendall Marketplace Lots 4 & 5 – Commercial Final Plat

Moved forward to CC \_\_\_\_\_

Approved by Committee \_\_\_\_\_

Bring back to Committee \_\_\_\_\_

Informational Item

Notes \_\_\_\_\_

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6. EDC 2023-44 Lanceleaf Solar – Amendment, Rezone, Special Use and Variance

Moved forward to CC \_\_\_\_\_

Approved by Committee \_\_\_\_\_

Bring back to Committee \_\_\_\_\_

Informational Item

Notes \_\_\_\_\_

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7. EDC 2023-45 Kendall County Petition 23-30 – 1.5 Mile Review (6145 Whitetail Ridge Drive)

Moved forward to CC \_\_\_\_\_

Approved by Committee \_\_\_\_\_

Bring back to Committee \_\_\_\_\_

Informational Item

Notes \_\_\_\_\_

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**ADDITIONAL BUSINESS:**

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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Minutes

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Economic Development Committee – September 5, 2023

**Meeting and Date:** Economic Development Committee – October 3, 2023

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Committee Approval

**Submitted by:** Minute Taker

Name

Department

#### Agenda Item Notes:

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*Have a question or comment about this agenda item?*

*Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>*

**UNITED CITY OF YORKVILLE  
ECONOMIC DEVELOPMENT COMMITTEE  
Tuesday, September 5, 2023, 6:00pm  
East Conference Room, #337  
651 Prairie Pointe Drive., Yorkville, IL**

**In Attendance:**

**Committee Members**

Chairman Joe Plocher (left 6:49pm)      Alderman Dan Transier  
Alderman Seaver Tarulis                      Alderman Chris Funkhouser

**Other City Officials**

City Administrator Bart Olson (electronic attendance)  
Assistant City Administrator Erin Willrett  
Community Development Director Krysti Barksdale-Noble  
Code Official Pete Ratos  
Alderman Ken Koch (electronic attendance)  
City Consultant Lynn Dubajic Kellogg

**Other Guests**

Mike Krempski                                      Brynn Krempski  
Molly Krempski                                    Peri Krempski  
David Guss    Skylar Evans, QuikTrip  
Andrea Houdek                                      Joseph Houdek  
Darla (electronic attendance)

The meeting was called to order at 6:00pm by Chairman Joe Plocher. He asked to move the UDO discussion to the end of the agenda.

**Citizen Comments**

Ms. Molly Krempski spoke about the constitutional basis of removal of proposed language regulating murals and the size of yard signs on private property. She does not see a need to exceed a 32 sq. ft yard sign. She said the size falls outside the authority of this committee and the Council. She said the committee has some authority to regulate public property, but no provisions to regulate private rights or property. Ms. Krempski said the arbitrary use of power is tyranny. Last week the consultant said that murals are art, protected by the constitution and cannot be regulated. Within our constitution, public servants are selected to uphold the constitution. The Aldermen are elected as servants of the people and granted the power to pass only the laws necessary to carry out the limited powers granted to them, while upholding the rights of the people. Article 1, Section 24 says that the people have retained any and all power not specifically granted to government. Article 7, Section 7 grants city government 6 specific things and she said the Alderman must know the documents in order to serve the people. According to Ms. Krempski, Aldermen are not granted the power to regulate peoples' expression on private property by controlling the size of the signs in their yards. Article 1, Section 4 and 6 reserves the peoples' right to speak, write and publish freely and the power to regulate rights is not granted to this Council.

**Minutes for Correction/Approval June 6, 2023**

The minutes were approved as presented.

## **New Business**

### ***1. EDC 2023-31 Building Permit Reports for May - July 2023***

Mr. Ratos said there were 245 permits in May, many of which were in Raintree and Grand Reserve, 353 permits in June--many in Raintree and Grande Reserve and 287 in July.

### ***2. EDC 2023-32 Building Inspection Reports for May - July 2023***

In May there were 1,192 inspections, some of which were outsourced, said Mr. Ratos. In June he and his staff did 1,320 inspections, many of which were roofs with hail damage. In July there were 1,125 inspections and also many roofs.

### ***3. EDC 2023-33 Property Maintenance Reports for May – July 2023***

Mr. Ratos said there were many cases in May, but only one went to hearing and was found liable. In June, there was a weeds and grass complaint, also found liable. Staff is working with the homeowner and events are being documented. Alderman Tarulis asked if it is possible to work through the HOA for results. Mr. Ratos will re-contact the HOA and if the problem is not rectified, Public Works may do the mowing. In July there was one case and it was for the water conservation ordinance. It was later dismissed when the owner complied. Mr. Ratos and his staff try to educate the public rather than issue tickets.

### ***4. EDC 2023-34 Economic Development Reports for June - August 2023***

Ms. Kellogg said Scooters will open on September 7, the Bakehouse will open at the end of October and they are working on a mural on their building. Station 1 will also open at the end of October. She recognized Gerber Collision and Glass who worked with the fire department and SRT to allow the fire personnel to use their building for training. The business owner of Steps for Kids worked with Waubensee College and Fox Valley Entrepreneurship Center and formed a partnership with both, which Ms. Kellogg wanted to recognize.

### ***5. EDC 2023-35 QuikTrip Gas Station – Special Use***

Ms. Noble gave a background of this proposed project at the northeast corner of Rt. 71 and 47. They wish to build a gas station and convenience store on this property which is made up of 2 parcels. It is already zoned as B-3 and QuikTrip is only seeking a Special Use. The petitioner wishes to use underground detention which is unique to the property. The convenience store would be built on the larger parcel and they may wish to eventually build a car wash on the smaller parcel. The petitioner has addressed concerns about the locations of entrances. A representative of the company was also present. Alderman Funkhouser asked if semi trucks would be staying overnight since there are 52 parking spaces, however, Mr. Evans said it would only be short-term parking. This is scheduled for a Public Hearing at PZC on October 11.

### ***7. EDC 2023-37 Kendall County Petition 23-28 – 1.5 Mile Review***

This is a review of 2 parcels recently consolidated in the Whitetail Ridge Subdivision. There is a 10-foot wide easement in the middle of the two parcels and the petitioner wishes to vacate it to build one structure. The HOA has agreed to the consolidation. The county has recommended approval and this moves to the September 13<sup>th</sup> PZC with no objection.

### ***8. EDC 2023-38 Ordinance Amending the Yorkville City Code, Title 10, Chapter 19, Section 10-19-9 (Solar Farm Building Permit Fee)***

Mr. Olson said that after the last solar farm application, staff reviewed solar farm inspection fees and determined they are inadequate. He said a couple petitioners also confirmed the fees were low. Staff is recommending a fee hike to \$7.00 per solar panel. He referred to a memo in the packet with sample permit fees. He gave examples of fees for current applicants, under the new structure. Staff took into account the costs and range of inspections along with existing

outsourcing costs. Mr. Olson said the inspections are numerous and lengthy. He said he spoke with a current applicant to inform them of the proposed fee increases and after explanation, they were on board with the proposal.

Mr. Ratos explained the technical aspects of the inspection and said the power going through a series of panels could be deadly. He said he had a standing inspection appointment each day when the county array was installed. He said he needs to be present when the stands are set for the panels. Mr. Ratos said the city has been able to maintain the same rate with the outsourced inspectors, while other companies would charge \$80-\$100 per inspection. Alderman Funkhouser asked if the city could charge per inspection? Mr. Ratos said he would be concerned about tracking visits and that the city might not be paid since there are other visits made to the site besides inspections. He said many other communities do not have the in-house expertise for the inspections and must outsource them. Alderman Transier asked if other communities have raised their fees, which they have not. He noted that the solar farm applicants have to pay the outsource fees in other communities and thus are already paying for the higher fees.

**6. EDC 2023-36 Unified Development Ordinance – Text Amendment (out of sequence)**

Ms. Noble said this was a 4-year project to consolidate city ordinances. The consultant, Houseal Lavigne, assisted in the project which consisted of an Advisory Board that met 15 times. An open house was held last week to gather input from the public. A Power Point summary with changes in each of the nine chapters was provided for this committee. January 1, 2024 was established as the effective date for the changes.

*(Chairman Plocher had to depart at this time and Alderman Funkhouser assumed the role of Committee Chair.)*

Alderman Funkhouser briefly discussed setbacks in relationship to signs and noted that in the future, utilities will be put in the front yards rather than the back. Alderman Tarulis commented that at HOA meetings, citizens say they don't want signs and he receives calls when a new one is installed. He also said people have approached him about the proposed smaller lot sizes. Alderman Transier noted that signs cannot be outright prohibited. PZC will review this revised ordinance next week.

**Old Business:** None

**Additional Business:**

Alderman Funkhouser asked about a topic discussed at a prior meeting, specifically options or updates on the Old Second Bank Building and the 609 N. Bridge St. property. Mr. Olson replied there is some interest and a development offer for the bank building and he will give an update next month. A decision is somewhat dependent on the Public Works facility and Lake Michigan water project costs. There is no decision on the Bridge St. property and Alderman Funkhouser asked for a building status and quality report since the building has been sitting vacant for awhile. Mr. Ratos offered to inspect it with the Public Works Director.

There was no further business and the meeting adjourned at 7:17pm.

Minutes respectfully submitted by Marlys Young, Minute Taker



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #1

Tracking Number

EDC 2023-39

### Agenda Item Summary Memo

**Title:** Building Permit Report for August 2023

**Meeting and Date:** Economic Development Committee – October 3, 2023

**Synopsis:** All permits issued in August 2023.

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Informational

**Council Action Requested:** None

**Submitted by:** D. Weinert Community Development  
Name Department

#### Agenda Item Notes:

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# UNITED CITY OF YORKVILLE

## BUILDING PERMIT REPORT

### AUGUST 2023

#### TYPES OF PERMITS

	Number of Permits Issued	SFD <i>Single Family Detached</i>	SFA <i>Single Family Attached</i>	Multi-Family <i>Apartments Condominiums</i>	Commercial <i>Includes all Permits Issued for Commercial Use</i>	Industrial	Misc.	Construction Cost	Permit Fees
August 2023	285	23	0	0	8	0	254	16,502,783.00	353,291.65
Calendar Year 2023	1621	187	75	0	67	0	1292	74,895,942.00	3,132,873.08
Fiscal Year 2024	1174	100	37	0	33	0	1004	50,613,492.00	1,974,425.15
August 2022	147	10	0	0	12	0	125	3,052,438.00	91,690.30
Calendar Year 2022	907	108	21	0	72	0	706	34,323,118.00	969,388.05
Fiscal Year 2023	506	48	9	0	40	0	409	15,100,232.00	466,501.30
August 2021	182	22	42	0	9	0	118	10,298,966.00	362,551.28
Calendar Year 2021	1,248	180	124	0	89	0	855	57,373,286.00	2,007,461.32
Fiscal Year 2022	709	81	100	0	37	0	491	32,621,326.00	1,108,723.63
August 2020	194	34	16	0	11	0	133	7,978,596.00	462,565.25
Calendar Year 2020	1,248	123	42	0	69	0	1,041	34,547,360.00	1,371,230.59
Fiscal Year 2021	862	78	38	0	29	0	717	22,938,848.00	903,278.22



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #2

Tracking Number

EDC 2023-40

### Agenda Item Summary Memo

**Title:** Building Inspection Report for August 2023

**Meeting and Date:** Economic Development Committee – October 3, 2023

**Synopsis:** All inspections scheduled in August 2023.

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Informational

**Council Action Requested:** None

**Submitted by:** D. Weinert Community Development  
Name Department

#### Agenda Item Notes:

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DATE: 09/01/2023  
TIME: 08:09:36  
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE  
CALLS FOR INSPECTION REPORT

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR		088-MIS MISCELLANEOUS	10000001	COUNTY INSPECTIONS	0		08/24/2023
		Comments1: WIRE -- 27 SPRINGDALE RD-					
PR		089-FTG FOOTING					08/25/2023
		Comments1: 0 BOULDER PASS MONTGOMERY-OSWEGOLAND PAR					
		Comments2: K DISTRICT					
PR		090-FTG FOOTING					08/25/2023
		Comments1: 8535 ROUTE 47--CROSS EVANGELICAL LUTHERA					
		Comments2: N CHURCH					
BC		004-FIN FINAL INSPECTION	20200530	807 GREENFIELD TURN	53		08/14/2023
		Comments1: POOL					
BC		003-BND POOL BONDING	20201039	2685 FAIRFAX WAY	260	08/02/2023	
		Comments1: BOB WAS ONSITE FOR A DECK INSPECTION AND					
		Comments2: NOTICED THAT THE BONDING WIRE HAD BEEN					
		Comments3: REMOVED THE POOL IS IN AN UNSAFE CONDITI					
		Comments4: ON					
GH		024-FIN FINAL INSPECTION	20210154	3722 BAILEY RD	1361		08/21/2023
		Comments1: CWTOMPSON@DRHORTON.COM					
GH		025-FEL FINAL ELECTRIC					08/21/2023
GH		026-FMC FINAL MECHANICAL					08/21/2023
PBF		027-PLF PLUMBING - FINAL OSR READ					08/21/2023
		Comments1: CWTOMPSON@DRHORTON.COM					
ED		024-EFL ENGINEERING - FINAL INSPE	20210740	4877 W MILLBROOK CIR	156		08/25/2023
		Comments1: TEMP TO FINAL					
JB		022-REI REINSPECTION	20211002	2463 JUSTICE CT	618		08/30/2023
		Comments1: EFL REINSPECT BBOX WAS OK -- BROKEN SID					
		Comments2: EWALK SQUARE					
ED		024-REI REINSPECTION	20211480	4814 W MILLBROOK CIR	12		08/22/2023
ED		025-REI REINSPECTION					08/22/2023
		Comments1: EFL -- TEMP TO FINAL					
ED		021-EFL ENGINEERING - FINAL INSPE	20220351	3746 BISSEL DR	131-1		08/02/2023
		Comments1: TEMP TO FINAL					
ED		021-EFL ENGINEERING - FINAL INSPE	20220352	3744 BISSEL DR	131-2		08/02/2023
		Comments1: TEMP TO FINAL					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
ED		021-EFL ENGINEERING - FINAL INSPE	20220353	3742 BISSEL DR	131-3		08/02/2023
		Comments1: TEMP TO FINAL					
ED		021-EFL ENGINEERING - FINAL INSPE	20220354	3738 BISSEL DR	131-4		08/02/2023
		Comments1: TEMP TO FINAL					
ED		022-EFL ENGINEERING - FINAL INSPE	20220355	3736 BISSEL DR	131-5		08/22/2023
		Comments1: TEMP TO FINAL					
ED		021-EFL ENGINEERING - FINAL INSPE	20220356	3726 BISSEL DR	1321		08/24/2023
		Comments1: TEMP TO FINAL					
ED		021-EFL ENGINEERING - FINAL INSPE	20220357	3728 BISSEL DR	1322		08/24/2023
		Comments1: TEMP TO FINAL					
ED		020-EFL ENGINEERING - FINAL INSPE	20220358	3732 BISSEL DR	1323		08/24/2023
		Comments1: TEMP TO FINAL					
ED		019-EFL ENGINEERING - FINAL INSPE	20220359	3734 BISSEL DR	1324		08/24/2023
PR	10:30	012-FOU FOUNDATION	20220474	1555 W CORNEILS RD			08/03/2023
		Comments1: ALLEN 630-640-9301					
PR	10:30	013-FOU FOUNDATION					08/04/2023
		Comments1: ALLEN 630-640-9301					
PR	08:30	014-FTG FOOTING					08/07/2023
		Comments1: ALLEN ARCO 630-640-9301					
PR	10:00	015-FOU FOUNDATION					08/08/2023
		Comments1: ALLEN 630-640-9301					
PR	10:00	016-FOU FOUNDATION					08/09/2023
		Comments1: ALLEN					
PR	10:00	017-FOU FOUNDATION				08/10/2023	
		Comments1: ALLEN					
PR	10:00	018-PLU PLUMBING - UNDERSLAB					08/11/2023
		Comments1: ALLEN					
PR	10:00	019-FTG FOOTING					08/16/2023
		Comments1: ALLEN					
PR	10:00	020-FOU FOUNDATION					08/18/2023
		Comments1: ALLEN					
PR	10:00	021-MIS MISCELLANEOUS				08/24/2023	
		Comments1: MEETING WITH ELECTRICIAN					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	14:00	011-FIN FINAL INSPECTION	20220737	2273 CRYDER CT	434		08/11/2023
ED		022-ADA ADA ACCESSIBLE WALK WAY Comments1: PREPOUR INSPECTION	20220783	2701 NICKERSON CT	157		08/02/2023
ED		023-EFL ENGINEERING - FINAL INSPE Comments1: TEMP TO FINAL -- BOTH ADA APPROACHES FAI Comments2: LED					08/18/2023
PR		016-FIN FINAL INSPECTION Comments1: GREG	20220842	813 ALEXANDRA LN	14		08/10/2023
PR		017-FEL FINAL ELECTRIC					08/10/2023
PR		018-FMC FINAL MECHANICAL					08/10/2023
PR		019-PLF PLUMBING - FINAL OSR READ					08/10/2023
PR		020-EFL ENGINEERING - FINAL INSPE					08/10/2023
BF		AM 003-REI REINSPECTION Comments1: SOLAR JACOB 779-230-9071 kevinhamm@free Comments2: domforever.com	20220923	1538 SIENNA DR	76		08/04/2023
ED		022-EFL ENGINEERING - FINAL INSPE Comments1: TEMP TO FINAL	20221134	2644 KELLOGG CT	49		08/18/2023
BC		003-RFR ROUGH FRAMING Comments1: DON 331-725-6187	20221190	4819 W MILLBROOK CIR	152		08/22/2023
BC		004-REL ROUGH ELECTRICAL					08/22/2023
BC		AM 002-REI REINSPECTION Comments1: FRAMING AND ELECTRICAL -- BASEMENT REPLA Comments2: CE 20A BREAKER WITH 15A, STAPLE ROMEX WI Comments3: THIN 12" OF ELECTRICAL BOXES	20221238	2288 FAIRFAX WAY	501	08/29/2023	
BF		011-RFR ROUGH FRAMING Comments1: NHOLMSTROM@WMRYAN.COM	20221319	248A PORTAGE LN	134-3		08/11/2023
BF		012-REL ROUGH ELECTRICAL					08/11/2023
BF		013-RMC ROUGH MECHANICAL					08/11/2023
PBF		014-PLR PLUMBING - ROUGH Comments1: NHOLMSTROM@WMRYAN.COM					08/11/2023
GH		015-GPL GREEN PLATE INSPECTION Comments1: NHOLMSTROM@WMRYAN.COM					08/11/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH		016-INS INSULATION Comments1: NORM					08/17/2023
BC		PM 017-PPS PRE-POUR, SLAB ON GRADE Comments1: PATIO -- COMMON AREA -- NORM					08/22/2023
BC		PM 018-EPW ENGINEERING- PUBLIC WALK Comments1: COMMON AREA SIDEWALKS					08/22/2023
BC		AM 019-DMW DEMISING WALL Comments1: NORM					08/24/2023
BF		011-RFR ROUGH FRAMING Comments1: NHOLMSTROM@WMRYAN.COM	20221320	248B PORTAGE LN	133-3		08/11/2023
BF		012-REL ROUGH ELECTRICAL					08/11/2023
BF		013-RMC ROUGH MECHANICAL					08/11/2023
PBF		014-PLR PLUMBING - ROUGH Comments1: NHOLMSTROM@WMRYAN.COM					08/11/2023
GH		015-GPL GREEN PLATE INSPECTION Comments1: NHOLMSTROM@WMRYAN.COM					08/11/2023
GH		016-INS INSULATION Comments1: NORM MISSING INSULATION IN GARAGE CEILIN Comments2: G, CAN SEE SUBLFOOR ABOVE					08/17/2023
GH		AM 017-REI REINSPECTION Comments1: INSULATION -- NORM					08/21/2023
BC		018-EPW ENGINEERING- PUBLIC WALK Comments1: COMMON AREA SIDEWALKS					08/22/2023
BC		019-PPS PRE-POUR, SLAB ON GRADE Comments1: PATIO					08/22/2023
BC		AM 020-DMW DEMISING WALL Comments1: NORM					08/28/2023
BF		011-RFR ROUGH FRAMING Comments1: NHOLMSTROM@WMRYAN.COM	20221321	248C PORTAGE LN	132-3		08/11/2023
BF		012-REL ROUGH ELECTRICAL					08/11/2023
BF		013-RMC ROUGH MECHANICAL					08/11/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PBF		014-PLR PLUMBING - ROUGH Comments1: NHOLMSTROM@WMRYAN.COM					08/11/2023
GH		015-GPL GREEN PLATE INSPECTION Comments1: NHOLMSTROM@WMRYAN.COM					08/11/2023
GH		016-INS INSULATION Comments1: NORM					08/17/2023
BC		017-EPW ENGINEERING- PUBLIC WALK Comments1: COMMON AREA					08/22/2023
BC		018-PPS PRE-POUR, SLAB ON GRADE Comments1: PATIO					08/22/2023
BC		AM 019-DMW DEMISING WALL Comments1: NORM					08/28/2023
BF		011-RFR ROUGH FRAMING Comments1: NHOLMSTROM@WMRYAN.COM	20221322	248D PORTAGE LN	131-3		08/11/2023
BF		012-REL ROUGH ELECTRICAL					08/11/2023
BF		013-RMC ROUGH MECHANICAL					08/11/2023
PBF		014-PLR PLUMBING - ROUGH Comments1: NHOLMSTROM@WMRYAN.COM					08/11/2023
GH		015-GPL GREEN PLATE INSPECTION Comments1: NHOLMSTROM@WMRYAN.COM					08/11/2023
GH		016-INS INSULATION Comments1: NORM					08/17/2023
BC		AM 017-DMW DEMISING WALL Comments1: NORM				08/24/2023	
BC		018-EPW ENGINEERING- PUBLIC WALK Comments1: COMMON AREA					08/22/2023
BC		019-PPS PRE-POUR, SLAB ON GRADE Comments1: PATIO					08/22/2023
BC		AM 020-DMW DEMISING WALL Comments1: NORM					08/28/2023
BF		011-RFR ROUGH FRAMING Comments1: NHOLMSTROM@WMRYAN.COM	20221323	248E PORTAGE LN	130		08/11/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BF	_____	012-REL ROUGH ELECTRICAL					08/11/2023
BF	_____	013-RMC ROUGH MECHANICAL					08/11/2023
PBF	_____	014-PLR PLUMBING - ROUGH Comments1: NHOLMSTROM@WMRYAN.COM					08/11/2023
GH	_____	015-GPL GREEN PLATE INSPECTION Comments1: NHOLMSTROM@WMRYAN.COM					08/11/2023
GH	_____	016-INS INSULATION Comments1: NORM					08/17/2023
BC	_____ AM	017-DMW DEMISING WALL					08/23/2023
BC	_____	018-EPW ENGINEERING- PUBLIC WALK Comments1: COMMON AREA					08/22/2023
BC	_____	019-PPS PRE-POUR, SLAB ON GRADE Comments1: PATIO					08/22/2023
BC	_____ PM	016-DMW DEMISING WALL Comments1: NORM 630-818-0404	20221324	252A PORTAGE LN	124		08/07/2023
JP	_____	017-PTO PREPOUR BASE FOR PATIO					08/31/2023
BC	_____ PM	017-DMW DEMISING WALL Comments1: NORM 630-818-0404	20221325	252B PORTAGE LN	125		08/07/2023
JP	_____	018-PTO PREPOUR BASE FOR PATIO					08/31/2023
GH	_____ PM	017-DMW DEMISING WALL Comments1: NORM	20221326	252C PORTAGE LN	126		08/08/2023
JP	_____	018-PTO PREPOUR BASE FOR PATIO					08/31/2023
GH	_____ PM	017-DMW DEMISING WALL Comments1: NORM	20221327	252D PORTAGE LN	127		08/08/2023
JP	_____	018-PTO PREPOUR BASE FOR PATIO					08/31/2023
GH	_____ PM	017-DMW DEMISING WALL Comments1: NORM	20221328	252E PORTAGE LN	128		08/08/2023
JP	_____	018-PTO PREPOUR BASE FOR PATIO					08/31/2023
GH	_____ PM	017-DMW DEMISING WALL Comments1: NORM	20221329	252F PORTAGE LN			08/08/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____	018-PTO PREPOUR BASE FOR PATIO					08/31/2023
ED	_____	021-EFL ENGINEERING - FINAL INSPE	20221354	3748 BISSEL DR	130-1		08/02/2023
ED	_____	022-EFL ENGINEERING - FINAL INSPE	20221355	3752 BISSEL DR	130-2		08/02/2023
		Comments1: B-BOX AND SIDEWALK SQUARES					
ED	_____	023-REI REINSPECTION					08/24/2023
		Comments1: SIDEWALK SQUARES					
ED	_____	023-EFL ENGINEERING - FINAL INSPE	20221356	3754 BISSEL DR	130-3		08/02/2023
ED	_____	022-EFL ENGINEERING - FINAL INSPE	20221357	3756 BISSEL DR	130-4		08/02/2023
ED	_____	021-EFL ENGINEERING - FINAL INSPE	20221358	3758 BISSEL DR	130-5		08/02/2023
ED	_____	021-EFL ENGINEERING - FINAL INSPE	20221363	3788 BISSEL DR	127-5		08/10/2023
GH	10:30	015-STP STOOPS	20221410	2903 CRYDER WAY	470		08/10/2023
		Comments1: COX FRONT STOOP					
BC	13:00	016-PPS PRE-POUR, SLAB ON GRADE					08/16/2023
		Comments1: SLAB					
BC	13:00	017-WKS PUBLIC & SERVICE WALKS					08/16/2023
		Comments1: COX					
ED	_____	018-ADA ADA ACCESSIBLE WALK WAY					08/18/2023
BC	_____	AM 019-FIN FINAL INSPECTION					08/23/2023
		Comments1: CHRIS 815-603-0589 -- NEED WEEP HOLES IN					
		Comments2: BRICK -- FRONT PORCH					
BC	_____	AM 020-FEL FINAL ELECTRIC					08/23/2023
BC	_____	AM 021-FMC FINAL MECHANICAL					08/23/2023
PBF	_____	022-PLF PLUMBING - FINAL OSR READ					08/23/2023
		Comments1: CHRIS.DANIEL@MBHOMES.COM					
BC	_____	AM 023-REI REINSPECTION					08/24/2023
		Comments1: FINAL FRAMING					
PW	_____	024-EFL ENGINEERING - FINAL INSPE					08/31/2023
		Comments1: PETE SCODRO DID INSPECTION -- CALLED AND					
		Comments2: SAID IT PASSED -- WAITING FOR INSPECTIO					
		Comments3: N SHEET					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	AM 022-FIN FINAL INSPECTION Comments1: NHOLMSTROM@WMRYAN.COM	20221441	235A PORTAGE LN	149		08/24/2023
GH	_____	AM 023-FEL FINAL ELECTRIC					08/24/2023
GH	_____	AM 024-FMC FINAL MECHANICAL					08/24/2023
PBF	_____	AM 025-PLF PLUMBING - FINAL OSR READ Comments1: NHOLMSTROM@WMRYAN.COM					08/24/2023
ED	_____	026-EFL ENGINEERING - FINAL INSPE					08/23/2023
GH	_____	AM 022-FIN FINAL INSPECTION Comments1: NHOLMSTROM@WMRYAN.COM	20221442	235B PORTAGE LN	150		08/24/2023
GH	_____	AM 023-FEL FINAL ELECTRIC					08/24/2023
GH	_____	AM 024-FMC FINAL MECHANICAL					08/24/2023
PBF	_____	AM 025-PLF PLUMBING - FINAL OSR READ Comments1: NHOLMSTROM@WMRYAN.COM					08/24/2023
ED	_____	026-EFL ENGINEERING - FINAL INSPE					08/23/2023
GH	_____	AM 022-FIN FINAL INSPECTION Comments1: NHOLMSTROM@WMRYAN.COM	20221443	235C PORTAGE LN	151		08/24/2023
GH	_____	AM 023-FEL FINAL ELECTRIC					08/24/2023
GH	_____	AM 024-FMC FINAL MECHANICAL					08/24/2023
PBF	_____	AM 025-PLF PLUMBING - FINAL OSR READ Comments1: NHOLMSTROM@WMRYAN.COM					08/24/2023
ED	_____	026-EFL ENGINEERING - FINAL INSPE					08/23/2023
GH	_____	AM 022-FIN FINAL INSPECTION Comments1: NHOLMSTROM@WMRYAN.COM	20221444	235D PORTAGE LN	152		08/24/2023
GH	_____	AM 023-FEL FINAL ELECTRIC					08/24/2023
GH	_____	AM 024-FMC FINAL MECHANICAL					08/24/2023
PBF	_____	AM 025-PLF PLUMBING - FINAL OSR READ Comments1: NHOLMSTROM@WMRYAN.COM					08/24/2023
ED	_____	026-EFL ENGINEERING - FINAL INSPE					08/23/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	AM 022-FIN FINAL INSPECTION Comments1: NHOLMSTROM@WMRYAN.COM	20221445	269A PORTAGE LN	153		08/29/2023
GH	_____	AM 023-FEL FINAL ELECTRIC					08/29/2023
GH	_____	AM 024-FMC FINAL MECHANICAL					08/29/2023
PBF	_____	AM 025-PLF PLUMBING - FINAL OSR READ Comments1: NHOLMSTROM@WMRYAN.COM					08/29/2023
ED	_____	026-EFL ENGINEERING - FINAL INSPE					08/25/2023
GH	_____	AM 022-FIN FINAL INSPECTION Comments1: NHOLMSTROM@WMRYAN.COM	20221446	269B PORTAGE LN	154		08/29/2023
GH	_____	AM 023-FEL FINAL ELECTRIC					08/29/2023
GH	_____	AM 024-FMC FINAL MECHANICAL					08/29/2023
PBF	_____	AM 025-PLF PLUMBING - FINAL OSR READ Comments1: NHOLMSTROM@WMRYAN.COM					08/29/2023
ED	_____	026-EFL ENGINEERING - FINAL INSPE					08/25/2023
GH	_____	AM 022-FIN FINAL INSPECTION Comments1: NHOLMSTROM@WMRYAN.COM	20221447	269C PORTAGE LN	155		08/29/2023
GH	_____	AM 023-FEL FINAL ELECTRIC					08/29/2023
GH	_____	AM 024-FMC FINAL MECHANICAL					08/29/2023
PBF	_____	AM 025-PLF PLUMBING - FINAL OSR READ Comments1: NHOLMSTROM@WMRYAN.COM					08/29/2023
ED	_____	026-EFL ENGINEERING - FINAL INSPE					08/25/2023
GH	_____	AM 022-FIN FINAL INSPECTION Comments1: NHOLMSTROM@WMRYAN.COM	20221448	269D PORTAGE LN	156		08/29/2023
GH	_____	AM 023-FEL FINAL ELECTRIC					08/29/2023
GH	_____	AM 024-FMC FINAL MECHANICAL					08/29/2023
PBF	_____	AM 025-PLF PLUMBING - FINAL OSR READ Comments1: NHOLMSTROM@WMRYAN.COM					08/29/2023
ED	_____	026-EFL ENGINEERING - FINAL INSPE					08/25/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH		021-RST FIRE OR DRAFT STOPPING	20221452	279D PORTAGE LN	160		08/01/2023
		Comments1: NORM					
GH		021-RST FIRE OR DRAFT STOPPING	20221453	279E PORTAGE LN	161		08/01/2023
		Comments1: NORM					
BF		AM 016-FIN FINAL INSPECTION	20221472	3981 EVANS CT	60		08/02/2023
		Comments1: ABBY 630-273-2528					
BF		AM 017-FEL FINAL ELECTRIC					08/02/2023
BF		AM 018-FMC FINAL MECHANICAL					08/02/2023
PBF		AM 019-PLF PLUMBING - FINAL OSR READ					08/02/2023
		Comments1: JGARCIA@ABBYINTERIORSOLUTION.COM					
BC		003-FIN FINAL INSPECTION	20221478	2259 FAIRFIELD AVE	371		08/07/2023
BF		010-RFR ROUGH FRAMING	20221508	2841 ROOD ST	316		08/10/2023
		Comments1: CHRIS.DANIEL@MBHOMES.COM					
BF		011-REL ROUGH ELECTRICAL					08/10/2023
BF		012-RMC ROUGH MECHANICAL					08/10/2023
PBF		013-PLR PLUMBING - ROUGH					08/10/2023
		Comments1: CHRIS.DANIEL@MBHOMES.COM					
BC	13:00	014-WKS PUBLIC & SERVICE WALKS					08/16/2023
		Comments1: COX					
JP		AM 015-INS INSULATION					08/29/2023
		Comments1: EARLY AS POSSIBLE					
BC		AM 012-RMC ROUGH MECHANICAL	20221557	429 SAN DIEGO LN	138		08/04/2023
		Comments1: JOHN/MODA 630-309-6556 johnrcuff@aol.c					
		Comments2: om					
BC		AM 012-RMC ROUGH MECHANICAL	20221558	431 SAN DIEGO LN	139		08/04/2023
		Comments1: JOHN/MODA 630-309-6556 johnrcuff@aol.c					
		Comments2: om					
PBF		012-PLR PLUMBING - ROUGH	20221559	432 SAN DIEGO LN	140		08/04/2023
		Comments1: sandy@wegetintooourwork.com					
PBF		012-PLR PLUMBING - ROUGH	20221560	430 SAN DIEGO LN	141		08/04/2023
		Comments1: sandy@wegetintooourwork.com					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PBF		011-PLR PLUMBING - ROUGH Comments1: sandy@wegetintooourwork.com	20221561	428 SAN DIEGO LN	142		08/04/2023
PBF		011-PLR PLUMBING - ROUGH Comments1: sandy@wegetintooourwork.com	20221562	426 SAN DIEGO LN	143		08/04/2023
PBF		012-PLR PLUMBING - ROUGH Comments1: sandy@wegetintooourwork.com	20221563	424 SAN DIEGO LN	144		08/04/2023
PBF		012-PLR PLUMBING - ROUGH Comments1: sandy@wegetintooourwork.com	20221564	422 SAN DIEGO LN	145		08/04/2023
PBF		009-PLR PLUMBING - ROUGH Comments1: SANDY@WEGETINTOOURWORK.COM	20221565	406 SAN DIEGO LN	146		08/25/2023
PBF		009-PLR PLUMBING - ROUGH Comments1: SANDY@WEGETINTOOURWORK.COM	20221566	404 SAN DIEGO LN	147		08/25/2023
PBF		009-PLR PLUMBING - ROUGH Comments1: SANDY@WEGETINTOOURWORK.COM	20221567	402 SAN DIEGO LN	148		08/25/2023
GH		AM 006-GAR GARAGE FLOOR Comments1: COMEX	20221576	397 SANTA MONICA ST	195		08/25/2023
BC		AM 007-ELU ELECTRICAL - UNDERSLAB Comments1: JOHN					08/29/2023
GH		AM 008-STP STOOPS Comments1: FR WITH PIER					08/29/2023
GH		AM 006-GAR GARAGE FLOOR Comments1: COMEX	20221577	395 SANTA MONICA ST	196		08/25/2023
BC		AM 007-ELU ELECTRICAL - UNDERSLAB Comments1: JOHN					08/29/2023
BC		AM 008-STP STOOPS Comments1: FR WITH PIER					08/29/2023
GH		AM 006-GAR GARAGE FLOOR Comments1: COMEX	20221578	393 SANTA MONICA ST	197		08/25/2023
BC		AM 007-ELU ELECTRICAL - UNDERSLAB Comments1: JOHN					08/29/2023
BC		AM 008-STP STOOPS Comments1: FR WITH PIER					08/29/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	AM 006-GAR GARAGE FLOOR Comments1: COMEX	20221579	391 SANTA MONICA ST	198		08/25/2023
BC	_____	AM 007-ELU ELECTRICAL - UNDERSLAB Comments1: JOHN					08/29/2023
BC	_____	AM 008-STP STOOPS Comments1: FR WITH PIER					08/29/2023
GH	_____	AM 006-GAR GARAGE FLOOR Comments1: COMEX	20221580	389 SANTA MONICA ST	199		08/25/2023
BC	_____	AM 007-ELU ELECTRICAL - UNDERSLAB Comments1: JOHN					08/29/2023
BC	_____	AM 008-STP STOOPS Comments1: FR WITH PIER					08/29/2023
GH	_____	AM 006-GAR GARAGE FLOOR Comments1: COMEX	20221581	387 SANTA MONICA ST	200		08/25/2023
BC	_____	AM 007-ELU ELECTRICAL - UNDERSLAB Comments1: JOHN					08/29/2023
BC	_____	AM 008-STP STOOPS Comments1: FR WITH PIER					08/29/2023
GH	_____	AM 006-GAR GARAGE FLOOR Comments1: COMEX	20221582	373 SANTA MONICA ST	201		08/25/2023
GH	_____	AM 007-STP STOOPS Comments1: FRONT					08/29/2023
GH	_____	008-PH POST HOLES / PILES					08/29/2023
GH	_____	AM 006-GAR GARAGE FLOOR Comments1: COMEX	20221583	371 SANTA MONICA ST	202		08/25/2023
GH	_____	AM 007-STP STOOPS Comments1: FR WITH PIER					08/29/2023
BC	_____	008-ELU ELECTRICAL - UNDERSLAB					08/29/2023
GH	_____	AM 006-GAR GARAGE FLOOR Comments1: COMEX	20221584	369 SANTA MONICA ST	203		08/25/2023
GH	_____	AM 007-STP STOOPS Comments1: FRONT					08/29/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	008-PH POST HOLES / PILES					08/29/2023
BC	_____	009-ELU ELECTRICAL - UNDERSLAB					08/29/2023
GH	_____ AM	006-GAR GARAGE FLOOR	20221585	367 SANTA MONICA ST	204		08/25/2023
		Comments1: COMEX					
GH	_____ AM	007-STP STOOPS					08/29/2023
		Comments1: FRONT & REAR					
BC	_____	008-ELU ELECTRICAL - UNDERSLAB					08/29/2023
GH	_____ AM	006-GAR GARAGE FLOOR	20221586	365 SANTA MONICA ST	205		08/25/2023
		Comments1: COMEX					
GH	_____ AM	007-STP STOOPS					08/29/2023
		Comments1: FRONT					
GH	_____	008-PH POST HOLES / PILES					08/29/2023
BC	_____	009-ELU ELECTRICAL - UNDERSLAB					08/29/2023
GH	_____ AM	006-GAR GARAGE FLOOR	20221587	363 SANTA MONICA ST	206		08/25/2023
		Comments1: COMEX					
GH	_____ AM	007-STP STOOPS					08/29/2023
		Comments1: FRONT					
GH	_____	008-PH POST HOLES / PILES					08/29/2023
BC	_____	009-ELU ELECTRICAL - UNDERSLAB					08/29/2023
GH	_____ AM	016-WKS PUBLIC & SERVICE WALKS	20221594	3038 GRANDE TR	539		08/17/2023
		Comments1: MW					
GH	_____	017-FIN FINAL INSPECTION					08/30/2023
		Comments1: ASUSONG@NVRINC.COM					
GH	_____	018-FEL FINAL ELECTRIC					08/30/2023
GH	_____	019-FMC FINAL MECHANICAL					08/30/2023
PBF	_____	020-PLF PLUMBING - FINAL OSR READ				08/30/2023	
		Comments1: ASUSONG@NVRINC.COM					
BF	_____ PM	005-FIN FINAL INSPECTION	20230001	402 CENTER PKWY	49		08/18/2023
		Comments1: DIANA 630-391-2032					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BF	_____	PM 006-FEL FINAL ELECTRIC					08/18/2023
BF	_____	PM 007-FMC FINAL MECHANICAL					08/18/2023
PBF	_____	PM 008-PLF PLUMBING - FINAL OSR READ Comments1: DIANA 630-391-2032					08/18/2023
BF	_____	022-FIN FINAL INSPECTION Comments1: MTFOY@DRHORTON.COM	20230015	2773 BERRYWOOD LN	790		08/17/2023
BF	_____	023-FEL FINAL ELECTRIC					08/17/2023
BF	_____	024-FMC FINAL MECHANICAL					08/17/2023
PBF	_____	025-PLF PLUMBING - FINAL OSR READ Comments1: MTFOY@DRHORTON.COM					08/17/2023
ED	_____	026-EFL ENGINEERING - FINAL INSPE					08/18/2023
BF	_____	019-FIN FINAL INSPECTION Comments1: DARREN.OHANLON@LENNAR.COM	20230021	2425 FAIRFIELD AVE	490		08/17/2023
BF	_____	020-FEL FINAL ELECTRIC					08/17/2023
BF	_____	021-FMC FINAL MECHANICAL					08/17/2023
PBF	_____	022-PLF PLUMBING - FINAL OSR READ Comments1: DARREN.OHANLON@LENNAR.COM					08/17/2023
ED	_____	023-EFL ENGINEERING - FINAL INSPE					08/17/2023
GH	_____	018-FIN FINAL INSPECTION Comments1: DARREN.OHANLON@LENNAR.COM	20230022	2334 RICHMOND AVE	478		08/11/2023
GH	_____	019-FEL FINAL ELECTRIC					08/11/2023
GH	_____	020-FMC FINAL MECHANICAL					08/11/2023
PBF	_____	021-PLF PLUMBING - FINAL OSR READ Comments1: DARREN.OHANLON@LENNAR.COM					08/11/2023
ED	_____	022-EFL ENGINEERING - FINAL INSPE					08/11/2023
ED	_____	022-EFL ENGINEERING - FINAL INSPE	20230023	645 BRAEMORE LN	529		08/02/2023
PBF	_____	AM 003-ESW ENGINEERING - SEWER / WAT Comments1: FAMILYSEWER OFFICE@YAHOO.COM	20230029	313 SANTA MONICA ST	174		08/09/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PBF	_____	AM 003-ESW ENGINEERING - SEWER / WAT	20230030	311 SANTA MONICA ST	175		08/09/2023
		Comments1: FAMILYSEWER OFFICE@YAHOO.COM					
PBF	_____	AM 003-ESW ENGINEERING - SEWER / WAT	20230031	309 SANTA MONICA ST	176		08/09/2023
		Comments1: FAMILYSEWER OFFICE@YAHOO.COM					
PBF	_____	AM 003-ESW ENGINEERING - SEWER / WAT	20230032	307 SANTA MONICA ST	177		08/09/2023
		Comments1: FAMILYSEWER OFFICE@YAHOO.COM					
PBF	_____	AM 003-ESW ENGINEERING - SEWER / WAT	20230033	305 SANTA MONICA ST	178		08/09/2023
		Comments1: FAMILYSEWER OFFICE@YAHOO.COM					
PBF	_____	AM 003-ESW ENGINEERING - SEWER / WAT	20230034	321 SANTA MONICA ST	216		08/09/2023
		Comments1: FAMILYSEWER OFFICE@YAHOO.COM					
PBF	_____	AM 003-ESW ENGINEERING - SEWER / WAT	20230035	319 SANTA MONICA ST	217		08/09/2023
		Comments1: FAMILYSEWER OFFICE@YAHOO.COM					
PBF	_____	AM 003-ESW ENGINEERING - SEWER / WAT	20230036	317 SANTA MONICA ST	218		08/09/2023
		Comments1: FAMILYSEWER OFFICE@YAHOO.COM					
PBF	_____	AM 003-ESW ENGINEERING - SEWER / WAT	20230037	315 SANTA MONICA ST	219		08/09/2023
		Comments1: FAMILYSEWER OFFICE@YAHOO.COM					
PBF	_____	AM 003-ESW ENGINEERING - SEWER / WAT	20230038	333 SANTA MONICA ST	212		08/09/2023
		Comments1: FAMILYSEWER OFFICE@YAHOO.COM					
PBF	_____	AM 003-ESW ENGINEERING - SEWER / WAT	20230039	331 SANTA MONICA ST	213		08/09/2023
		Comments1: FAMILYSEWER OFFICE@YAHOO.COM					
PBF	_____	AM 003-ESW ENGINEERING - SEWER / WAT	20230040	329 SANTA MONICA ST	214		08/09/2023
		Comments1: FAMILYSEWER OFFICE@YAHOO.COM					
PBF	_____	AM 003-ESW ENGINEERING - SEWER / WAT	20230041	327 SANTA MONICA ST	215		08/09/2023
		Comments1: FAMILYSEWER OFFICE@YAHOO.COM					
BC	_____	AM 001-FTG FOOTING	20230048	110 E PARK ST	19		08/29/2023
		Comments1: MID-MORNING -- TERRY					
BC	_____	AM 002-FOU FOUNDATION					08/29/2023
		Comments1: MID MORNING					
GH	_____	017-FIN FINAL INSPECTION	20230059	2422 FAIRFIELD AVE	542		08/11/2023
		Comments1: DARREN.OHANLON@LENNAR.COM					
GH	_____	018-FEL FINAL ELECTRIC					08/11/2023
GH	_____	019-FMC FINAL MECHANICAL					08/11/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PBF		020-PLF PLUMBING - FINAL OSR READ Comments1: DARREN.OHANLON@LENNAR.COM					08/11/2023
ED		021-EFL ENGINEERING - FINAL INSPE					08/11/2023
ED		022-REI REINSPECTION Comments1: EFL					08/17/2023
ED		020-ADA ADA ACCESSIBLE WALK WAY	20230060	2469 FAIRFIELD AVE	487		08/08/2023
JP	AM	014-WKS PUBLIC & SERVICE WALKS Comments1: COMEX ONLY SVC WALK INSP, PUB WALK INSP Comments2: 8/4	20230065	2164 TREMONT AVE	466		08/03/2023
ED		015-ADA ADA ACCESSIBLE WALK WAY					08/08/2023
GH		016-EPW ENGINEERING- PUBLIC WALK Comments1: ADA BY OTHERS					08/04/2023
PBF	AM	017-SUM SUMP Comments1: CATHYHMDCONST@GMAIL.COM					08/29/2023
PR	AM	001-PPS PRE-POUR, SLAB ON GRADE Comments1: CONCRETE PAD	20230092	610 TOWER LN			08/24/2023
GH		014-FIN FINAL INSPECTION Comments1: ASUSONG@NVRINC.COM	20230097	3122 JETER CT	498		08/02/2023
GH		015-FEL FINAL ELECTRIC					08/02/2023
GH		016-FMC FINAL MECHANICAL					08/02/2023
PBF		017-PLF PLUMBING - FINAL OSR READ Comments1: ASUSONG@NVRINC.COM					08/02/2023
ED		018-EFL ENGINEERING - FINAL INSPE					08/09/2023
BF	PM	012-RFR ROUGH FRAMING Comments1: JASON 630-632-7433	20230100	721 ASH CT	12		08/02/2023
BF	PM	013-REL ROUGH ELECTRICAL					08/02/2023
BF	PM	014-RMC ROUGH MECHANICAL					08/02/2023
PBF	PM	015-PLR PLUMBING - ROUGH Comments1: JJACOBS@RALLYHOMES.NET					08/02/2023
BC	PM	016-REI REINSPECTION Comments1: ROUGH FRAMING -- JJACOBS@RALLYHOMES.NET					08/09/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC		PM 017-REI REINSPECTION Comments1: ROUGH ELECTRICAL					08/09/2023
JP		PM 019-INS INSULATION Comments1: JASON					08/11/2023
JP		018-WKS PUBLIC & SERVICE WALKS Comments1: COMEX	20230119	2120 COUNTRY HILLS DR	452		08/03/2023
PR		017-FIN FINAL INSPECTION Comments1: CLAYTON	20230122	806 BRISTOL AVE	4		08/24/2023
PR		018-FEL FINAL ELECTRIC					08/24/2023
PR		019-FMC FINAL MECHANICAL					08/24/2023
PR		020-PLF PLUMBING - FINAL OSR READ					08/24/2023
ED		021-EFL ENGINEERING - FINAL INSPE					08/25/2023
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: NEW HORI EDGAR 224-587-6429	20230140	366 BERTRAM DR	1037		08/04/2023
JP		010-STP STOOPS Comments1: FR AND REAR -- COMEX	20230154	2176 COUNTRY HILLS DR	454		08/03/2023
BF		011-RFR ROUGH FRAMING Comments1: JEFFREY.LEADER@LENNAR.COM -- SEE INSPECT Comments2: ION NOTES					08/16/2023
BF		012-REL ROUGH ELECTRICAL Comments1: SEE INSPECTION NOTES					08/16/2023
BF		013-RMC ROUGH MECHANICAL Comments1: SEE INSPECTION NOTES					08/16/2023
PBF		014-PLR PLUMBING - ROUGH Comments1: JEFFEY.LEADER@LENNAR.COM					08/16/2023
GH		015-INS INSULATION Comments1: JEFF					08/21/2023
JP		AM 016-WKS PUBLIC & SERVICE WALKS Comments1: COMEX					08/29/2023
PR		AM 017-ADA ADA ACCESSIBLE WALK WAY Comments1: COMEX 2% ON INDICATOR SQUARE/8% MAX ON T Comments2: HE APPROACH WALKWAY					08/30/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____ PM	010-STP STOOPS Comments1: FRONT AND REAR -- COMEX	20230155	2110 TREMONT AVE	461		08/22/2023
BF	_____	011-RFR ROUGH FRAMING Comments1: JEFFREY.LEADER@LENNAR.COM				08/30/2023	
BF	_____	012-REL ROUGH ELECTRICAL				08/30/2023	
BF	_____	013-RMC ROUGH MECHANICAL				08/30/2023	
PBF	_____	014-PLR PLUMBING - ROUGH Comments1: JEFFREY.LEADER@LENNAR.COM				08/30/2023	
BF	_____	010-RFR ROUGH FRAMING Comments1: JEFF 847-456-8082	20230156	2154 TREMONT AVE	465		08/01/2023
BF	_____	011-REL ROUGH ELECTRICAL					08/01/2023
BF	_____	012-RMC ROUGH MECHANICAL					08/01/2023
PBF	_____	013-PLR PLUMBING - ROUGH Comments1: JEFFREY.LEADER@LENNAR.COM					08/01/2023
GH	_____	014-INS INSULATION Comments1: JEFF					08/04/2023
GH	_____ AM	015-PWK PRIVATE WALKS Comments1: COMEX 847-551-9066					08/04/2023
BC	_____ AM	016-EPW ENGINEERING- PUBLIC WALK Comments1: COMEX					08/10/2023
PBF	_____ AM	017-SUM SUMP Comments1: CATHYHMDCONST@GMAIL.COM				08/29/2023	
GH	_____	010-RFR ROUGH FRAMING Comments1: JEFF 847-456-8082	20230157	2144 TREMONT AVE	464		08/07/2023
GH	_____	011-REL ROUGH ELECTRICAL					08/07/2023
GH	_____	012-RMC ROUGH MECHANICAL					08/07/2023
PBF	_____	013-PLR PLUMBING - ROUGH Comments1: JEFFREY.LEADER@LENNAR.COM					08/07/2023
JP	_____	014-INS INSULATION Comments1: JEFF					08/11/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____ AM	015-STP STOOPS					08/04/2023
		Comments1: COMEX 847-551-9066					
JP	_____ AM	016-WK SERVICE WALK					08/11/2023
		Comments1: COMEX					
GH	_____ PM	017-WKS PUBLIC & SERVICE WALKS					08/22/2023
		Comments1: COMEX					
BF	_____	010-RFR ROUGH FRAMING	20230158	2134 TREMONT AVE	463		08/18/2023
		Comments1: JEFFREY.LEADER@LENNAR.COM -- SEE INSPECT					
		Comments2: ION NOTES					
BF	_____	011-REL ROUGH ELECTRICAL					08/18/2023
		Comments1: SEE INSPECTION NOTES					
BF	_____	012-RMC ROUGH MECHANICAL					08/18/2023
		Comments1: SEE INSPECTION NOTES					
PBF	_____	013-PLR PLUMBING - ROUGH					08/18/2023
		Comments1: JEFFREY.LEADER@LENNAR.COM					
JP	_____	014-INS INSULATION					08/22/2023
		Comments1: JEFFREY					
JP	_____ AM	015-STP STOOPS					08/04/2023
		Comments1: COMEX 847-551-9066					
JP	_____ AM	016-WKS PUBLIC & SERVICE WALKS					08/29/2023
		Comments1: COMEX					
BC	_____ AM	008-STP STOOPS	20230159	2124 TREMONT AVE	462		08/10/2023
		Comments1: FRONT AND REAR					
BF	_____	009-RFR ROUGH FRAMING					08/24/2023
		Comments1: JEFFREY.LEADER@LENNAR.COM APPROVED AS N					
		Comments2: OTED					
BF	_____	010-REL ROUGH ELECTRICAL					08/24/2023
		Comments1: APPROVED AS NOTED					
BF	_____	011-RMC ROUGH MECHANICAL					08/24/2023
PBF	_____	012-PLR PLUMBING - ROUGH					08/24/2023
		Comments1: JEFFREY.LEADER@LENNAR.COM					
JP	_____	013-INS INSULATION					08/29/2023
		Comments1: JEFFREY					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____ PM	011-STP STOOPS Comments1: FRONT AND REAR -- COMEX	20230160	2104 TREMONT AVE	460		08/22/2023
JP	_____	012-STP STOOPS Comments1: FR AND REAR -- COMEX	20230161	2144 COUNTRY HILLS DR	453		08/03/2023
GH	_____	013-RFR ROUGH FRAMING Comments1: JEFFREY.LEADER@LENNAR.COM ADD JOIST HANG Comments2: ERS AT LANDINGS, ADD FLOOR JOISTS IN BAS Comments3: EMENT, SPANS TOO LARGE					08/10/2023
GH	_____	014-REL ROUGH ELECTRICAL					08/10/2023
GH	_____	015-RMC ROUGH MECHANICAL					08/10/2023
PBF	_____	016-PLR PLUMBING - ROUGH Comments1: JEFFREY.LEADER@LENNAR.COM					08/10/2023
JP	_____	017-INS INSULATION Comments1: JEFF					08/15/2023
GH	_____ PM	018-WKS PUBLIC & SERVICE WALKS Comments1: COMEX					08/22/2023
BC	_____	003-FIN FINAL INSPECTION Comments1: AGP	20230162	403 E BARBERRY CIR	157		08/11/2023
GH	_____	016-FIN FINAL INSPECTION Comments1: MICKE 224-340-5860	20230163	2658 SEELEY ST	738		08/15/2023
GH	_____	017-FEL FINAL ELECTRIC					08/15/2023
GH	_____	018-FMC FINAL MECHANICAL					08/15/2023
PBF	_____	019-PLF PLUMBING - FINAL OSR READ Comments1: MTFOY@DRHORTON.COM					08/15/2023
ED	_____	020-EFL ENGINEERING - FINAL INSPE					08/17/2023
ED	_____	019-EFL ENGINEERING - FINAL INSPE	20230165	2661 SEELEY ST	805		08/03/2023
GH	_____	020-FIN FINAL INSPECTION Comments1: MTFOY@DRHORTON.COM					08/03/2023
GH	_____	021-FEL FINAL ELECTRIC					08/03/2023
GH	_____	022-FMC FINAL MECHANICAL					08/03/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PBF		023-PLF PLUMBING - FINAL OSR READ					08/03/2023
		Comments1: MTFOY@DRHORTON.COM					
BF		PM 006-PPS PRE-POUR, SLAB ON GRADE	20230170	3944 HAVENHILL CT	7		08/29/2023
		Comments1: LATE -- SANDRAMOMENT@ABBYPROPERTIES.LLC					
BF		PM 007-WK SERVICE WALK					08/29/2023
		Comments1: LATE SANDRAMOMENT@ABBYPROPERTIES.LLC					
BF		006-RFR ROUGH FRAMING	20230171	3946 HAVENHILL CT			08/28/2023
		Comments1: JGARCIA@ABBYINTERIORSOLUTION.COM					
BF		007-REL ROUGH ELECTRICAL					08/28/2023
BF		008-RMC ROUGH MECHANICAL					08/28/2023
PBF		009-PLR PLUMBING - ROUGH					08/28/2023
		Comments1: JGARCIA@ABBYINTERIORSOLUTION.COM					
BF		PM 010-PPS PRE-POUR, SLAB ON GRADE					08/29/2023
		Comments1: LATE -- A/C PAD SANDRAMOMENT@ABBYPROPERT					
		Comments2: IES.LLC					
BF		PM 011-WK SERVICE WALK					08/29/2023
		Comments1: LATE SANDRAMOMENT@ABBYPROPERTIES.LLC					
BF		PM 012-INS INSULATION				08/31/2023	
		Comments1: LATE IF POSSIBLE -- SANDRAMOMENT@ABBYPRO					
		Comments2: PERTIES.LLC					
BF		006-RFR ROUGH FRAMING	20230172	3948 HAVENHILL CT			08/28/2023
		Comments1: JGARCIA@ABBYINTERIORSOLUTION.COM					
BF		007-REL ROUGH ELECTRICAL					08/28/2023
BF		008-RMC ROUGH MECHANICAL					08/28/2023
PBF		009-PLR PLUMBING - ROUGH					08/28/2023
		Comments1: JGARCIA@ABBYINTERIORSOLUTION.COM					
BF		PM 010-PPS PRE-POUR, SLAB ON GRADE					08/29/2023
		Comments1: LATE -- PAD FOR A/C SANDRAMOMENT@ABBYP					
		Comments2: ROPERTIES.LLC					
BF		PM 011-WK SERVICE WALK					08/29/2023
		Comments1: LATE SANDRAMOMENT@ABBYPROPERTIES.LLC					
BF		PM 012-INS INSULATION				08/30/2023	
		Comments1: LATE IF POSSIBLE - SANDRAMOMENT@ABBYPROP					
		Comments2: ERTIES/.LLC					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BF	_____ PM	006-PPS PRE-POUR, SLAB ON GRADE	20230177	3942 HAVENHILL CT			08/29/2023
		Comments1: LATE -- SANDRAMOMENT@ABBYPROPERTIES.LLC					
BF	_____ PM	007-WK SERVICE WALK					08/29/2023
		Comments1: LATE SANDRAMOMENT@ABBYPROPERTIES.LLC					
BF	_____	003-GAR GARAGE FLOOR	20230178	3938 PRESTON DR	12		08/03/2023
		Comments1: JGARCIA@ABBYINTERIORSOLUTION.COM					
BF	_____	003-GAR GARAGE FLOOR	20230179	3942 PRESTON DR	12		08/03/2023
		Comments1: JGARCIA@ABBYINTERIORSOLUTION.COM					
BF	_____	003-GAR GARAGE FLOOR	20230180	3944 PRESTON DR	12		08/03/2023
		Comments1: JGARCIA@ABBYINTERIORSOLUTION.COM					
BF	_____	004-GAR GARAGE FLOOR	20230181	3946 PRESTON DR	12		08/03/2023
		Comments1: JGARCIA@ABBYINTERIORSOLUTION.COM					
GH	_____	015-FIN FINAL INSPECTION	20230197	3804 BISSEL DR	126-2		08/15/2023
		Comments1: TDELANEY@DRHORTON.COM					
GH	_____	016-FEL FINAL ELECTRIC					08/15/2023
GH	_____	017-FMC FINAL MECHANICAL					08/15/2023
PBF	_____	018-PLF PLUMBING - FINAL OSR READ					08/15/2023
		Comments1: TDELANEY@DRHORTON.COM					
ED	_____	019-EFL ENGINEERING - FINAL INSPE					08/22/2023
GH	_____	016-FIN FINAL INSPECTION	20230198	3802 BISSEL DR	126-1		08/10/2023
		Comments1: TDELANEY@DRHORTON.COM					
GH	_____	017-FEL FINAL ELECTRIC					08/10/2023
GH	_____	018-FMC FINAL MECHANICAL					08/10/2023
PBF	_____	019-PLF PLUMBING - FINAL OSR READ					08/10/2023
		Comments1: TDELANEY@DRHORTON.COM					
GH	_____	015-FIN FINAL INSPECTION	20230199	3806 BISSEL DR	126-3		08/15/2023
		Comments1: TDELANEY@DRHORTON.COM					
GH	_____	016-FEL FINAL ELECTRIC					08/15/2023
GH	_____	017-FMC FINAL MECHANICAL					08/15/2023
PBF	_____	018-PLF PLUMBING - FINAL OSR READ					08/15/2023
		Comments1: TDELANEY@DRHORTON.COM					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
ED	_____	019-EFL ENGINEERING - FINAL INSPE					08/22/2023
BF	_____	015-FIN FINAL INSPECTION Comments1: TDELANEY@DRHORTON.COM	20230200	3808 BISSEL DR	126-4		08/18/2023
BF	_____	016-FEL FINAL ELECTRIC					08/18/2023
BF	_____	017-FMC FINAL MECHANICAL					08/18/2023
PBF	_____	018-PLF PLUMBING - FINAL OSR READ Comments1: TDELANEY@DRHORTON.COM					08/18/2023
ED	_____	019-EFL ENGINEERING - FINAL INSPE					08/22/2023
BC	08:00	008-ELS ELECTRIC SERVICE Comments1: BRIAN 815-632-7892	20230204	28 E SCHOOLHOUSE RD	1		08/23/2023
BC	_____	AM 009-FIN FINAL INSPECTION Comments1: TOM 319-939-7463 - LATE MORNING, EARLY A Comments2: FTERNOON				08/31/2023	
BC	_____	AM 010-FEL FINAL ELECTRIC				08/31/2023	
BC	_____	AM 011-FMC FINAL MECHANICAL				08/31/2023	
PR	_____	AM 012-PLF PLUMBING - FINAL OSR READ					08/30/2023
PBF	_____	001-WAT WATER Comments1: JGARCIA@ABBYINTERIORSOLUTION.COM --- 630 Comments2: -254-8319	20230208	3961 HAVENHILL CT	3029		08/25/2023
PBF	_____	PM 002-REI REINSPECTION Comments1: WATER JENN@ABBYPROPERTIES.LLC					08/28/2023
PBF	_____	001-WAT WATER Comments1: JGARCIA@ABBYINTERIORSOLUTION.COM	20230209	3963 HAVENHILL CT	3029		08/25/2023
PBF	_____	PM 002-REI REINSPECTION Comments1: WATER -- JENN@ABBYPROPERTIES.LLC					08/28/2023
PBF	_____	PM 001-WAT WATER Comments1: JENN@ABBYPROPERTIES.LLC --- 630-254-8319	20230210	3965 HAVENHILL CT	3029		08/28/2023
PBF	_____	PM 001-WAT WATER Comments1: JENN@ABBYPROPERTIESLLC	20230211	3967 HAVENHILL CT	3029		08/28/2023
GH	_____	AM 017-EPW ENGINEERING- PUBLIC WALK Comments1: MIDW 815-839-8175	20230217	2747 CURTIS CT	118		08/04/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
ED	_____	020-EFL ENGINEERING - FINAL INSPE	20230229	791 WINDETT RIDGE RD	89		08/02/2023
GH	_____	021-REI REINSPECTION Comments1: BUILDING FINALS					08/03/2023
ED	_____	022-REI REINSPECTION Comments1: EFL					08/09/2023
ED	_____	018-EFL ENGINEERING - FINAL INSPE	20230230	801 WINDETT RIDGE RD	90		08/09/2023
BC	_____	019-FIN FINAL INSPECTION Comments1: DARREN.OHANLON@LENNAR.COM					08/04/2023
BC	_____	020-FEL FINAL ELECTRIC					08/04/2023
BC	_____	021-FMC FINAL MECHANICAL					08/04/2023
PBF	_____	022-PLF PLUMBING - FINAL OSR READ Comments1: DARREN.OHANLON@LENNAR.COM					08/04/2023
BF	_____	016-FIN FINAL INSPECTION Comments1: DARREN.OHANLON@LENNAR.COM	20230231	821 WINDETT RIDGE RD	91		08/17/2023
BF	_____	017-FEL FINAL ELECTRIC					08/17/2023
BF	_____	018-FMC FINAL MECHANICAL					08/17/2023
PBF	_____	019-PLF PLUMBING - FINAL OSR READ Comments1: DARREN.OHANLON@LENNAR.COM					08/17/2023
ED	_____	020-EFL ENGINEERING - FINAL INSPE					08/17/2023
GH	_____	AM 016-WKS PUBLIC & SERVICE WALKS Comments1: COMEX 847-551-9066	20230233	841 WINDETT RIDGE RD	93		08/04/2023
PBF	_____	005-PLU PLUMBING - UNDERSLAB Comments1: ASUSONG@NVRINC.COM	20230244	3082 JETER ST	570		08/02/2023
GH	_____	006-BGS BASEMENT GARAGE STOOPS Comments1: MIDW 815-839-8175					08/04/2023
GH	_____	007-GPL GREEN PLATE INSPECTION					08/09/2023
BC	_____	015-INS INSULATION Comments1: JEFF	20230245	861 WINDETT RIDGE RD	95		08/03/2023
BC	_____	AM 016-WKS PUBLIC & SERVICE WALKS Comments1: COMEX					08/10/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____ PM	008-GPL GREEN PLATE INSPECTION	20230246	881 WINDETT RIDGE RD	97		08/09/2023
		Comments1: JEFF					
JP	_____ AM	009-STP STOOPS					08/29/2023
		Comments1: FR AND R -- COMEX					
BC	_____	018-FIN FINAL INSPECTION	20230247	834 WINDETT RIDGE RD	100		08/24/2023
		Comments1: DARREN.OHANLON@LENNAR.COM INSTALL SIDING					
		Comments2: OVER HOUSEWRAP AT DECK LEDGER					
BC	_____	019-FEL FINAL ELECTRIC					08/24/2023
BC	_____	020-FMC FINAL MECHANICAL					08/24/2023
PBF	_____	021-PLF PLUMBING - FINAL OSR READ					08/24/2023
		Comments1: DARREN.HANLON@LENNAR.COM					
ED	_____	022-EFL ENGINEERING - FINAL INSPE					08/24/2023
BC	_____ AM	023-REI REINSPECTION					08/28/2023
		Comments1: FINAL FRAMING -- DARREN					
JP	_____ AM	009-STP STOOPS	20230248	871 WINDETT RIDGE RD	96		08/29/2023
		Comments1: FR AND R -- COMEX					
JP	_____	015-INS INSULATION	20230249	851 WINDETT RIDGE RD	94		08/01/2023
		Comments1: JEFF INSULATION NOT PRESENT IN RIM JOIST					
		Comments2: IN BASEMENT. INSPECT DURING FINAL					
BC	_____ AM	016-WKS PUBLIC & SERVICE WALKS					08/10/2023
		Comments1: COMEX					
JP	_____ AM	008-STP STOOPS	20230250	802 WINDETT RIDGE RD	102		08/11/2023
		Comments1: FRONT -- COMEX					
JP	_____ AM	009-PHD POST HOLE - DECK					08/11/2023
BF	_____	010-RFR ROUGH FRAMING					08/28/2023
		Comments1: JEFFREY.LEADER@LENNAR.COM					
BF	_____	011-REL ROUGH ELECTRICAL					08/28/2023
BF	_____	012-RMC ROUGH MECHANICAL					08/28/2023
PBF	_____	013-PLR PLUMBING - ROUGH					08/28/2023
		Comments1: JEFFREY.LEADER@LENNAR.COM					
JP	_____	014-INS INSULATION				08/31/2023	
		Comments1: JEFFREY					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____ AM	009-STP STOOPS Comments1: COMEX	20230251	822 WINDETT RIDGE RD	101		08/11/2023
JP	_____ AM	010-PHD POST HOLE - DECK					08/11/2023
BF	_____	011-RFR ROUGH FRAMING Comments1: JEFFREY.LEADER@LENNAR.COM Comments2: NOTED	APPROVED AS				08/25/2023
BF	_____	012-RMC ROUGH MECHANICAL Comments1: APPROVED AS NOTED					08/25/2023
BF	_____	013-REL ROUGH ELECTRICAL Comments1: APPROVED AS NOTED					08/25/2023
PBF	_____	014-PLR PLUMBING - ROUGH Comments1: JEFFREY.LEADER@LENNAR.COM					08/25/2023
GH	_____	015-INS INSULATION Comments1: JEFF					08/30/2023
BC	_____ AM	003-FIN FINAL INSPECTION Comments1: DECK -- ADAM 630-486-2502	20230270	2277 NORTHLAND LN	100		08/14/2023
BC	_____ AM	013-RFR ROUGH FRAMING Comments1: RYAN	20230275	503 GAME FARM RD		08/31/2023	
BC	_____ AM	014-REL ROUGH ELECTRICAL				08/31/2023	
BC	_____	001-FIN FINAL INSPECTION Comments1: SIGN -- VINCE	20230279	1211 N BRIDGE ST			08/08/2023
GH	_____	012-PPS PRE-POUR, SLAB ON GRADE Comments1: GARAGE STOOPS NORWOOD/CATHY 6309042288	20230293	974 S CARLY CIR	105		08/01/2023
GH	_____	013-PHD POST HOLE - DECK Comments1: NORWOOD/CATHY 6309042288					08/01/2023
GH	_____	014-WKS PUBLIC & SERVICE WALKS Comments1: CHRIS	20230295	3810 BISSEL DR	1254		08/01/2023
GH	_____	014-WK SERVICE WALK Comments1: CHRIS	20230296	3812 BISSEL DR	1253		08/01/2023
JB	_____	015-EFL ENGINEERING - FINAL INSPE					08/30/2023
GH	_____	014-WK SERVICE WALK Comments1: CHRIS	20230297	3820 BISSEL DR	1252		08/01/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JB	_____	015-EFL ENGINEERING - FINAL INSPE					08/30/2023
GH	_____	018-WK SERVICE WALK Comments1: CHRIS	20230298	3822 BISSEL DR	1251		08/01/2023
GH	_____	019-FIN FINAL INSPECTION Comments1: TDELANEY@DRHORTON.COM					08/31/2023
GH	_____	020-FEL FINAL ELECTRIC					08/31/2023
GH	_____	021-FMC FINAL MECHANICAL					08/31/2023
PBF	_____	022-PLF PLUMBING - FINAL OSR READ Comments1: TDELANEY@DRHORTON.COM				08/31/2023	
JB	_____	023-EFL ENGINEERING - FINAL INSPE					08/30/2023
GH	_____	014-WKS PUBLIC & SERVICE WALKS Comments1: RICH	20230303	1031 BLACKBERRY SHORE LN	37		08/31/2023
BC	_____ AM	002-FIN FINAL INSPECTION Comments1: FENCE	20230307	807 GREENFIELD TURN	53		08/14/2023
PR	_____	001-FIN FINAL INSPECTION Comments1: RPZ	20230311	4432 TAMPA DR	1975		08/18/2023
BC	_____	009-GPL GREEN PLATE INSPECTION Comments1: JEFFREY	20230313	2093 INGEMUNSON LN	147		08/25/2023
GH	_____	009-GPL GREEN PLATE INSPECTION	20230316	2212 COUNTRY HILLS DR	455		08/04/2023
BF	_____	007-GPL GREEN PLATE INSPECTION Comments1: JEFFREY.LEADER@LENNAR.COM	20230317	2131 TREMONT AVE	456		08/16/2023
BF	_____ AM	014-FEL FINAL ELECTRIC Comments1: BAYSINGER.MATTHEW@GMAIL.COM	20230327	3164 JUSTICE DR	605		08/08/2023
PBF	_____ AM	015-PLF PLUMBING - FINAL OSR READ Comments1: BAYSINGER.MATTHEW@GMAIL.COM					08/08/2023
BC	_____	001-FIN FINAL INSPECTION Comments1: SPRINKLER	20230330	28 E SCHOOLHOUSE RD	1	08/31/2023	
GH	_____ AM	015-WKS PUBLIC & SERVICE WALKS Comments1: UPLAND	20230346	2650 SEELEY ST	740		08/16/2023
BF	_____ AM	015-REI REINSPECTION Comments1: ROUGH FRAMING -- CWTTHOMPSON@DRHORTON.COM	20230347	2646 SEELEY ST	741		08/03/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH		AM 016-WKS PUBLIC & SERVICE WALKS Comments1: UPLAND					08/16/2023
BF		010-RFR ROUGH FRAMING Comments1: ANDREW 331-431-7342	20230354	2742 CURTIS CT	125		08/01/2023
BF		011-REL ROUGH ELECTRICAL Comments1: ELECTRIC BOXES IN CEILINGS NEED TO BE AI Comments2: R TIGHT					08/01/2023
BF		012-RMC ROUGH MECHANICAL					08/01/2023
PBF		013-PLR PLUMBING - ROUGH Comments1: AMEEKS@NVRINC.COM					08/01/2023
GH		AM 014-INS INSULATION Comments1: ANDREW MEEKS					08/03/2023
BC		AM 015-RFR ROUGH FRAMING Comments1: DECK -- NICK					08/21/2023
GH		AM 016-STP STOOPS Comments1: FRONT -- ASSISTANT@MIDWESTERNCONCRETE.C Comments2: OM					08/17/2023
GH		AM 017-EPW ENGINEERING- PUBLIC WALK Comments1: MW					08/23/2023
GH		AM 018-WK SERVICE WALK Comments1: MW					08/28/2023
GH		009-RFR ROUGH FRAMING Comments1: ANDREW 331.431.7342	20230355	2740 CURTIS CT	126		08/07/2023
GH		010-REL ROUGH ELECTRICAL					08/07/2023
GH		011-RMC ROUGH MECHANICAL Comments1: ANDREW 331.431.7342					08/07/2023
PBF		012-PLR PLUMBING - ROUGH Comments1: ANDREW 331.431.7342 ameeks@nvrinc.co Comments2: m					08/07/2023
JP		013-INS INSULATION Comments1: ANDREW 331.431.7342					08/09/2023
GH		AM 014-STP STOOPS Comments1: FRONT & REAR -- ASSISTANT@MIDWESTERNCONC Comments2: RETE.COM					08/17/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____ AM	015-EPW ENGINEERING- PUBLIC WALK					08/23/2023
		Comments1: MW PARTIAL					
GH	_____ AM	016-WK SERVICE WALK					08/28/2023
		Comments1: MW					
ED	_____	016-EFL ENGINEERING - FINAL INSPE	20230356	3134 JETER CT	500		08/09/2023
BF	_____	017-FIN FINAL INSPECTION					08/15/2023
		Comments1: ASUSONG@NVRINC.COM					
BF	_____	018-FEL FINAL ELECTRIC					08/15/2023
BF	_____	019-FMC FINAL MECHANICAL					08/15/2023
PBF	_____	020-PLF PLUMBING - FINAL OSR READ					08/15/2023
		Comments1: ASUSONG@NVRINC.COM					
BF	_____	021-REI REINSPECTION					08/17/2023
		Comments1: FINAL BUILDING ASUSONG@NVRINC.COM					
GH	_____ AM	017-WK SERVICE WALK	20230357	2642 KELLOGG CT	48		08/04/2023
		Comments1: MIDW 815-839-8175					
BF	_____ AM	018-RFR ROUGH FRAMING					08/21/2023
		Comments1: DECK -- NICK					
BC	_____ AM	004-PPS PRE-POUR, SLAB ON GRADE	20230360	1173 TAUS CIR	112		08/09/2023
		Comments1: LATE AM -- POOL --JONATHAN 630-465-3102					
BC	_____	005-FTG FOOTING					08/09/2023
		Comments1: POST HOLES FOR POTENTIAL FUTURE GAZEBO W					
		Comments2: ERE POURED WITH DECK SLAB					
GH	_____ AM	018-EPW ENGINEERING- PUBLIC WALK	20230380	3088 JETER ST	571		08/03/2023
		Comments1: MW					
GH	_____	019-FIN FINAL INSPECTION					08/30/2023
		Comments1: ASUSONG@NVRINC.COM					
GH	_____	020-FEL FINAL ELECTRIC					08/30/2023
GH	_____	021-FMC FINAL MECHANICAL					08/30/2023
PBF	_____	022-PLF PLUMBING - FINAL OSR READ					08/30/2023
		Comments1: ASUSONG@NVRINC.COM					
JB	_____	023-EFL ENGINEERING - FINAL INSPE					08/30/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC		AM 008-RFR ROUGH FRAMING Comments1: STAN 708-259-5761	20230388	1477 WOODSAGE AVE	19		08/16/2023
BC		AM 001-PHD POST HOLE - DECK Comments1: DAN 630-946-7486	20230389	593 MANCHESTER LN	400		08/02/2023
BC		AM 002-RFR ROUGH FRAMING Comments1: DECK					08/02/2023
BC		003-FIN FINAL INSPECTION Comments1: DAN DECK 630-946-7486					08/08/2023
GH		AM 014-EPW ENGINEERING- PUBLIC WALK Comments1: KEN/RSS 630-546-0735 ADA RAMPS INSPECTED Comments2: BY OTHERS	20230408	384 FONTANA DR	52		08/07/2023
BC		AM 002-RFR ROUGH FRAMING Comments1: TREVOR 630-333-8519	20230419	864 HEARTLAND DR			08/03/2023
BC		AM 003-REL ROUGH ELECTRICAL					08/03/2023
JP		007-GPL GREEN PLATE INSPECTION Comments1: JEFFREY	20230438	891 WINDETT RIDGE RD	98		08/30/2023
GH	11:30	002-PHF POST HOLE - FENCE Comments1: 224-220-1042	20230450	2001 SQUIRE CIR	203		08/28/2023
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: BUFFALO 708-227-8174	20230482	381 BERTRAM DR	1113		08/16/2023
GH		002-FIN FINAL INSPECTION Comments1: FENCE -- PERLA	20230521	3357 SEELEY ST	804		08/18/2023
GH		008-RFR ROUGH FRAMING Comments1: AMEEKS@NVRINC.COM MISSING 3 ANCHOR BOLTS Comments2: , WILL CHECK AT INSULATION INSPECTION	20230526	2749 CURTIS CT	119		08/17/2023
GH		009-REL ROUGH ELECTRICAL					08/17/2023
GH		010-RMC ROUGH MECHANICAL					08/17/2023
PBF		011-PLR PLUMBING - ROUGH Comments1: AMEEKS@NVRINC.COM					08/17/2023
GH		AM 012-INS INSULATION Comments1: ANDREW					08/21/2023
JP		AM 013-PHD POST HOLE - DECK Comments1: MW					08/24/2023

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE	
GH		008-GPL GREEN PLATE INSPECTION	20230527	3072 GRANDE TR	544		08/01/2023	
		Comments1: AUSTIN						
GH		009-RFR ROUGH FRAMING					08/30/2023	
GH		010-REL ROUGH ELECTRICAL					08/30/2023	
GH		011-RMC ROUGH MECHANICAL					08/30/2023	
PR		012-PLR PLUMBING - ROUGH					08/30/2023	
GH		AM 016-WKS PUBLIC & SERVICE WALKS	20230540	301 RYAN CT	204		08/01/2023	
		Comments1: COMEX						
JB		021-EFL ENGINEERING - FINAL INSPE					08/30/2023	
		Comments1: MODEL HOME INSPECT ONLY						
PR		AM 001-FTG FOOTING	20230570	105 W FOX ST	2		08/15/2023	
		Comments1: 10-11 -- MIKE 224-325-1206						
PR	08:00	002-FOU FOUNDATION					08/16/2023	
		Comments1: MIKE 224-325-1206						
PR	10:00	003-FOU FOUNDATION				08/18/2023		
		Comments1: MIKE 224-325-1206						
PR		AM 004-FOU FOUNDATION					08/22/2023	
		Comments1: MIKE 224-325-1206						
PR	10:00	005-FOU FOUNDATION				08/23/2023		
		Comments1: MIKE 224-325-1206						
PR	10:00	006-FOU FOUNDATION					08/25/2023	
		Comments1: MIKE 224-325-1206						
BC		017-WKS PUBLIC & SERVICE WALKS	20230577	1961 SUNNY DELL CT	92		08/28/2023	
		Comments1: CLEAN EDGE						
PW		018-CRB CURB CUT				08/28/2023		
		Comments1: CLEAN EDGE						
GH		010-RFR ROUGH FRAMING	20230585	2642 SEELEY ST	742		08/09/2023	
		Comments1: CWTHOMPSON@DRHORTON.COM						
GH		011-REL ROUGH ELECTRICAL					08/09/2023	
GH		012-RMC ROUGH MECHANICAL					08/09/2023	

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PBF		013-PLR PLUMBING - ROUGH Comments1: CWTOMPSON@DRHORTON.COM					08/09/2023
GH		014-INS INSULATION Comments1: CHRIS					08/14/2023
BC		010-RFR ROUGH FRAMING Comments1: CWTOMPSON@DRHORTON.COM	20230586	2643 SEELEY ST	819		08/02/2023
BC		011-REL ROUGH ELECTRICAL					08/02/2023
BC		012-RMC ROUGH MECHANICAL					08/02/2023
PBF		013-PLR PLUMBING - ROUGH Comments1: CWTOMPSON@DRHORTON.COM					08/02/2023
GH		014-INS INSULATION Comments1: CHRIS 224 358 1606					08/04/2023
BC	11:00	001-PHF POST HOLE - FENCE Comments1: CHRIS 815-834-1200	20230611	2601 SEELEY ST	835		08/25/2023
GH	AM	014-WKS PUBLIC & SERVICE WALKS Comments1: MW	20230618	3021 GRANDE TR	534		08/17/2023
GH		009-RFR ROUGH FRAMING Comments1: AUSTIN REVIEW BASEMENT FIREBLOCKING AT I Comments2: NUSLATION	20230624	3067 JETER ST	576		08/07/2023
GH		010-REL ROUGH ELECTRICAL					08/07/2023
GH		011-RMC ROUGH MECHANICAL Comments1: AUSTIN 630-720-1287					08/07/2023
PBF		012-PLR PLUMBING - ROUGH Comments1: AUSTIN 630-720-1287 asusong@nvrinc.com					08/07/2023
JP	AM	013-INS INSULATION Comments1: AUSTIN					08/09/2023
GH	AM	014-STP STOOPS Comments1: FR & R					08/10/2023
GH	AM	002-FOU FOUNDATION Comments1: 815-839-8175 mdw	20230625	2744 CURTIS ST	124		08/01/2023
PBF	PM	003-WAT WATER Comments1: familyseweroffice@yahoo.com Comments2: 35	630-492-76				08/04/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	004-BKF BACKFILL					08/07/2023
PBF	_____ AM	005-PLU PLUMBING - UNDERSLAB					08/10/2023
		Comments1: AMEEKS@NVRINC.COM					
GH	_____ AM	006-BG BASEMENT AND GARAGE FLOOR					08/11/2023
		Comments1: MW					
GH	_____ PM	007-GPL GREEN PLATE INSPECTION					08/18/2023
		Comments1: ANDREW					
JP	_____ AM	008-PHD POST HOLE - DECK					08/24/2023
		Comments1: MW					
GH	_____ AM	014-STP STOOPS	20230638	2743 CURTIS CT	116		08/04/2023
		Comments1: MIDW 815-839-8175 FRONT & REAR STOOPS					
GH	_____ AM	015-WKS PUBLIC & SERVICE WALKS					08/11/2023
		Comments1: MW COMPACT SERVICE WALK					
BC	12:00	004-RST FIRE OR DRAFT STOPPING	20230639	1448 ASPEN LN	129		08/14/2023
		Comments1: NIKO 815-603-5838					
BC	_____	005-REL ROUGH ELECTRICAL					08/14/2023
BC	_____ PM	006-REI REINSPECTION					08/25/2023
		Comments1: ROUGH FRAMING - NIKO					
BC	_____ PM	007-REI REINSPECTION					08/25/2023
		Comments1: ROUGH ELECTRICAL					
BC	_____ AM	008-INS INSULATION					08/29/2023
		Comments1: NIKO 815-603-5838					
BC	_____	001-FIN FINAL INSPECTION	20230648	2012 RAINTREE RD	82		08/02/2023
		Comments1: PATIO DOOR -- JOHN 630-533-4658					
BF	_____	009-RFR ROUGH FRAMING	20230650	3423 CALEDONIA DR	189		08/03/2023
		Comments1: JEFF 847-456-8082					
BF	_____	010-REL ROUGH ELECTRICAL					08/03/2023
BF	_____	011-RMC ROUGH MECHANICAL					08/03/2023
PBF	_____	012-PLR PLUMBING - ROUGH					08/03/2023
		Comments1: JEFFREY.LEADER@LENNAR.COM					
JP	_____	013-INS INSULATION					08/08/2023
		Comments1: JEFF					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____	AM 015-WKS PUBLIC & SERVICE WALKS Comments1: COMEX					08/23/2023
GH	_____	AM 010-STP STOOPS Comments1: FR AND R	20230651	3437 CALEDONIA DR	190		08/01/2023
GH	_____	011-RFR ROUGH FRAMING Comments1: JEFFREY.LEADER@LENNAR.COM					08/09/2023
GH	_____	012-REL ROUGH ELECTRICAL					08/09/2023
GH	_____	013-RMC ROUGH MECHANICAL					08/09/2023
PBF	_____	014-PLR PLUMBING - ROUGH Comments1: JEFFREY.LEADER@LENNAR.COM					08/09/2023
GH	_____	015-INS INSULATION Comments1: JEFFREY					08/14/2023
PBF	_____	PM 016-ESW ENGINEERING - SEWER / WAT Comments1: CATHYHMDCONST@GMAIL.COM	630-387-2001				08/04/2023
JP	_____	AM 017-WKS PUBLIC & SERVICE WALKS Comments1: COMEX, SERVICE WALK ONLY					08/23/2023
GH	_____	013-INS INSULATION Comments1: JEFF	20230652	3407 CALEDONIA DR	188		08/03/2023
JP	_____	015-WKS PUBLIC & SERVICE WALKS					08/23/2023
GH	_____	007-GPL GREEN PLATE INSPECTION Comments1: ANDREW	20230653	2661 GOULD CT	64		08/07/2023
GH	_____	008-RFR ROUGH FRAMING Comments1: NLAPORTA@NVRINC.COM					08/31/2023
GH	_____	009-REL ROUGH ELECTRICAL					08/31/2023
GH	_____	010-RMC ROUGH MECHANICAL					08/31/2023
PBF	_____	011-PLR PLUMBING - ROUGH Comments1: NLAPORTA@NVRINC.COM				08/31/2023	
GH	_____	007-GPL GREEN PLATE INSPECTION Comments1: ANDREW	20230654	2734 ELLORY CT	135		08/03/2023
BF	_____	008-RFR ROUGH FRAMING Comments1: AMEEK@NVRINC.COM APPROVED AS NOTED					08/24/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BF		009-REL ROUGH ELECTRICAL Comments1: APPROVED AS NOTED					08/24/2023
BF		010-RMC ROUGH MECHANICAL Comments1: APPROVED AS NOTED					08/24/2023
PBF		011-PLR PLUMBING - ROUGH Comments1: AMEEKS@NVRINC.COM					08/24/2023
BF		012-INS INSULATION Comments1: ANDREW					08/28/2023
BF		013-STP STOOPS Comments1: FR AND REAR -- ASSISTANT@MIDWESTERNCONCR Comments2: ETE.COM					08/24/2023
BF	PM	010-RFR ROUGH FRAMING Comments1: JASON 630-632-7433	20230655	432 TIMBER OAK LN	38		08/08/2023
BF	PM	011-REL ROUGH ELECTRICAL					08/08/2023
BF	PM	012-RMC ROUGH MECHANICAL					08/08/2023
PBF	PM	013-PLR PLUMBING - ROUGH Comments1: JJACOBS@RALLYHOMES.NET					08/08/2023
GH	PM	015-INS INSULATION Comments1: JASON 630-632-7433					08/14/2023
GH	AM	016-WK SERVICE WALK					08/25/2023
GH	AM	008-STP STOOPS Comments1: FR AND R -- COMEX	20230662	311 RYAN CT	205		08/15/2023
BF		009-RFR ROUGH FRAMING Comments1: JEFFREY.LEADER@LENNAR.COM					08/28/2023
BF		010-REL ROUGH ELECTRICAL					08/28/2023
BF		011-RMC ROUGH MECHANICAL					08/28/2023
PBF		012-PLR PLUMBING - ROUGH Comments1: JEFFREY.LEADER@LENNAR.COM					08/28/2023
GH		013-INS INSULATION Comments1: JEFFREY					08/31/2023
GH		008-RFR ROUGH FRAMING Comments1: JEFFREY.LEADER@LENNAR.COM	20230663	321 RYAN CT	206		08/21/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH		009-REL ROUGH ELECTRICAL Comments1: JEFFREY.LEADER@LENNAR.COM					08/21/2023
GH		010-RMC ROUGH MECHANICAL					08/21/2023
PBF		011-PLR PLUMBING - ROUGH Comments1: JEFFREY.LEADER@LENNAR.COM					08/21/2023
JP		012-INS INSULATION Comments1: JEFF					08/24/2023
GH		AM 013-STP STOOPS Comments1: FR AND REAR -- COMEX					08/15/2023
GH		AM 014-REI REINSPECTION Comments1: ROUGH FRAMING -- JEFFREY					08/23/2023
BKF		011-OCC OCCUPANCY INSPECTION	20230674	1427 CANNONBALL TR			08/08/2023
BC		PM 001-FIN FINAL INSPECTION Comments1: GAZEBO MARK 630-542-8741	20230694	1702 CALLANDER TR	54		08/02/2023
GH		AM 010-STP STOOPS Comments1: FRONT AND REAR	20230699	3453 CALEDONIA DR	191		08/01/2023
BF		011-RFR ROUGH FRAMING Comments1: JEFFREY.LEADER@LENNAR.COM					08/17/2023
BF		012-REL ROUGH ELECTRICAL					08/17/2023
BF		013-RMC ROUGH MECHANICAL					08/17/2023
PBF		014-PLR PLUMBING - ROUGH Comments1: JEFFREY.LEADER@LENNAR.COM					08/17/2023
JP		015-INS INSULATION Comments1: JEFFREY					08/22/2023
PBF		PM 016-ESW ENGINEERING - SEWER / WAT Comments1: CATHYHMDCONST@GMAIL.COM 630-387-2001					08/04/2023
BF		AM 001-FIN FINAL INSPECTION Comments1: BETWEEN 730-10:30 ELECTRICAL VEHICLE CH Comments2: ARGING STATION --NICK 773-319-8320	20230704	1881 WREN RD	290		08/21/2023
BC	08:00	002-REI REINSPECTION Comments1: FINAL -- EVS					08/23/2023

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	13:00 AM	001-BND POOL BONDING Comments1: BILL/PARADISE POOLS 630-639-8506	20230711	404 JOHNSON ST			08/01/2023
JP	_____ AM	001-PPS PRE-POUR, SLAB ON GRADE Comments1: PATIO - NELSON 630-809-7265	20230739	3069 GRANDE TR	555		08/25/2023
GH	_____	011-RFR ROUGH FRAMING Comments1: JOEMANUE@NVRINC.COM	20230757	4452 TAMPA DR	1970		08/02/2023
GH	_____	012-REL ROUGH ELECTRICAL					08/02/2023
GH	_____	013-RMC ROUGH MECHANICAL					08/02/2023
PBF	_____	014-PLR PLUMBING - ROUGH Comments1: JOEMANUE@NVRINC.COM					08/02/2023
GH	_____	015-INS INSULATION Comments1: JOE E/RYAN 224-575-0022					08/04/2023
GH	_____	016-WKS PUBLIC & SERVICE WALKS Comments1: MW COMPACT BOTH WALKS BEFORE POURING					08/22/2023
BC	_____	008-RFR ROUGH FRAMING Comments1: JOEMANUNUE@NVRINC.COM	20230758	4439 TAMPA DR	1960		08/09/2023
BC	_____	009-REL ROUGH ELECTRICAL					08/09/2023
BC	_____	010-RMC ROUGH MECHANICAL					08/09/2023
PBF	_____	011-PLR PLUMBING - ROUGH Comments1: JOEMANUE@NVRINC.COM				08/09/2023	
JP	_____	012-INS INSULATION Comments1: JOE					08/11/2023
GH	_____	013-WKS PUBLIC & SERVICE WALKS Comments1: MW COMPACT SERVICE WALK BEFORE POURING					08/22/2023
BC	_____	008-ELS ELECTRIC SERVICE Comments1: JOE	20230759	4453 TAMPA DR	1963		08/08/2023
BF	_____	009-RFR ROUGH FRAMING Comments1: JOEMANUE@NVRINC.COM -- SEE INSPECTION NO Comments2: TES					08/16/2023
BF	_____	010-REL ROUGH ELECTRICAL Comments1: SEE INSPECTION NOTES					08/16/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BF		011-RMC ROUGH MECHANICAL Comments1: SEE INSPECTION NOTES					08/16/2023
PBF		012-PLR PLUMBING - ROUGH Comments1: JOEMANUE@NVRINC.COM					08/16/2023
GH		013-INS INSULATION Comments1: JOE					08/18/2023
GH	AM	014-WKS PUBLIC & SERVICE WALKS Comments1: MW					08/30/2023
BC		008-ELS ELECTRIC SERVICE Comments1: JOE	20230760	4463 TAMPA DR	1965		08/08/2023
BF		009-RFR ROUGH FRAMING Comments1: JOEMANUE@NVRINC.COM					08/25/2023
BF		010-REL ROUGH ELECTRICAL					08/25/2023
BF		011-RMC ROUGH MECHANICAL					08/25/2023
PBF		012-PLR PLUMBING - ROUGH Comments1: JOEMANUE@NVRINC.COM					08/25/2023
GH		013-INS INSULATION Comments1: JOE					08/29/2023
GH	AM	014-WK SERVICE WALK Comments1: MW					08/30/2023
PBF		005-PLU PLUMBING - UNDERSLAB Comments1: JOEMANUE@NVRINC.COM	20230761	4458 TAMPA DR	1969		08/01/2023
GH		006-GPL GREEN PLATE INSPECTION Comments1: JOE					08/03/2023
BC	AM	007-BGS BASEMENT GARAGE STOOPS Comments1: MIDWEST 815-839-8175					08/07/2023
BC		008-ELS ELECTRIC SERVICE Comments1: JOE					08/08/2023
GH		009-RFR ROUGH FRAMING Comments1: JOEMANUE@NVRINC.COM					08/31/2023
GH		010-REL ROUGH ELECTRICAL					08/31/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	011-RMC ROUGH MECHANICAL					08/31/2023
PBF	_____	012-PLR PLUMBING - ROUGH Comments1: JOEMANUE@NVRINC.COM				08/31/2023	
GH	_____	AM 013-WK SERVICE WALK Comments1: MW					08/30/2023
PBF	_____	AM 005-PLU PLUMBING - UNDERSLAB Comments1: ANDREW 331-431-7342 ameeks@nvrinc.om	20230763	2648 GOULD CT	59		08/04/2023
GH	_____	AM 006-BSM BASEMENT FLOOR Comments1: MW					08/10/2023
GH	_____	AM 007-GAR GARAGE FLOOR					08/10/2023
GH	_____	008-GPL GREEN PLATE INSPECTION					08/14/2023
BC	_____	AM 001-PHF POST HOLE - FENCE Comments1: LATE AM - MIKE	20230764	881 GILLESPIE LN			08/22/2023
BC	_____	AM 005-FIN FINAL INSPECTION	20230767	3108 JUSTICE DR	624		08/04/2023
BC	_____	AM 006-FEL FINAL ELECTRIC					08/04/2023
BC	_____	AM 007-FMC FINAL MECHANICAL					08/04/2023
BC	_____	AM 006-FIN FINAL INSPECTION Comments1: JIM 224-324-0813	20230768	575 COACH RD	417		08/10/2023
BC	_____	AM 007-FEL FINAL ELECTRIC					08/10/2023
BC	_____	AM 008-FMC FINAL MECHANICAL					08/10/2023
PBF	_____	AM 009-PLF PLUMBING - FINAL OSR READ Comments1: JIM 224-324-0813					08/10/2023
BF	_____	AM 001-FIN FINAL INSPECTION Comments1: SOLAR ERIK 708-441-6311	20230773	121 CLAREMONT CT	31		08/02/2023
BF	_____	AM 002-FEL FINAL ELECTRIC					08/02/2023
BF	_____	AM 001-FIN FINAL INSPECTION Comments1: SOLAR -- MARK 224-775-4729	20230778	474 E BARBERRY CIR	140		08/21/2023
BF	_____	AM 002-FEL FINAL ELECTRIC					08/21/2023
JP	10:45	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: PABLO/CITY WIDE 708-945-1375	20230781	1445 VIOLET CT			08/04/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP		002-FIN FINAL INSPECTION Comments1: ROOF	20230787	2778 GAINS CT	189		08/03/2023
JP	13:00	001-PHF POST HOLE - FENCE Comments1: MARIA 630-966-0209	20230797	1246 MISTWOOD CT	152		08/04/2023
BC		001-FIN FINAL INSPECTION Comments1: VINCE 630-999-1616	20230806	54 W COUNTRYSIDE PKWY	D		08/08/2023
JP		007-GPL GREEN PLATE INSPECTION	20230810	3383 CALEDONIA DR	185		08/11/2023
JP		008-GPL GREEN PLATE INSPECTION Comments1: JEFFREY	20230811	3393 CALEDONIA DR	187		08/01/2023
GH		009-STP STOOPS Comments1: FRONT & REAR					08/15/2023
JP		010-PWK PRIVATE WALKS					08/23/2023
BF		011-RFR ROUGH FRAMING Comments1: JEFFREY.LEADER@LENNAR.COM				08/31/2023	
BF		012-REL ROUGH ELECTRICAL				08/31/2023	
BF		013-RMC ROUGH MECHANICAL				08/31/2023	
PBF		014-PLR PLUMBING - ROUGH Comments1: JEFFERY.LEADER@LENNAR.COM				08/31/2023	
JP		007-GPL GREEN PLATE INSPECTION	20230812	3387 CALEDONIA DR	186		08/11/2023
GH		007-GPL GREEN PLATE INSPECTION Comments1: JEFFREY.LEADER@LENNAR.COM	20230813	3377 CALEDONIA DR	184		08/17/2023
PBF		005-PLU PLUMBING - UNDERSLAB Comments1: CHRIS 815-603-0589 chris.daniel@mbhomes Comments2: .com	20230814	2933 CRYDER WAY	467		08/02/2023
GH	10:00	006-BGS BASEMENT GARAGE STOOPS Comments1: COX					08/10/2023
GH	AM	007-STP STOOPS Comments1: UPLAND	20230815	2639 SEELEY ST	818		08/16/2023
BF		008-RFR ROUGH FRAMING Comments1: CWTTHOMPSON@DRHORTON.COM				08/16/2023	
BF		009-REL ROUGH ELECTRICAL				08/16/2023	

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BF	_____	010-RMC ROUGH MECHANICAL				08/16/2023	
PBF	_____	011-PLR PLUMBING - ROUGH Comments1: CWTOMPSON@DRHORTON.COM					08/16/2023
GH	_____	012-INS INSULATION Comments1: CHRIS					08/18/2023
GH	_____	AM 007-STP STOOPS Comments1: UPLAND	20230816	2635 SEELEY ST	817		08/16/2023
BF	_____	AM 008-RFR ROUGH FRAMING Comments1: CWTOMPSON@DRHORTON.COM -- APPROVED AS Comments2: NOTED					08/23/2023
BF	_____	AM 009-REL ROUGH ELECTRICAL Comments1: APPROVED AS NOTED					08/23/2023
BF	_____	AM 010-RMC ROUGH MECHANICAL Comments1: APPROVED AS NOTED					08/23/2023
PBF	_____	AM 011-PLR PLUMBING - ROUGH Comments1: CWTOMPSON@DRHORTON.COM					08/23/2023
JP	_____	PM 012-INS INSULATION Comments1: CHRIS					08/29/2023
JP	_____	AM 007-GPL GREEN PLATE INSPECTION Comments1: JASON 630-632-7433	20230817	462 TIMBER OAK LN	39		08/01/2023
GH	_____	008-GAR GARAGE FLOOR Comments1: MW					08/23/2023
GH	_____	009-STP STOOPS Comments1: FRONT STOOP ONLY					08/23/2023
GH	_____	AM 010-STP STOOPS Comments1: REAR					08/25/2023
PBF	_____	004-PLU PLUMBING - UNDERSLAB Comments1: CHRIS 815-603-0589 chris.daniel@mbhomes Comments2: .com	20230818	2853 ROOD ST	317		08/02/2023
PBF	_____	AM 005-ESW ENGINEERING - SEWER / WAT Comments1: MWEAVERSSEVRFIRST@GMAIL.COM					08/17/2023
GH	_____	008-STP STOOPS Comments1: MW	20230819	3098 CONSTITUTION WAY	573		08/16/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BF		009-RFR ROUGH FRAMING Comments1: ASUSONG@NVRINC.COM					08/17/2023
BF		010-REL ROUGH ELECTRICAL					08/17/2023
BF		011-RMC ROUGH MECHANICAL					08/17/2023
PBF		012-PLR PLUMBING - ROUGH Comments1: ASUSONG@NVRINC.COM					08/17/2023
GH		013-INS INSULATION Comments1: AUSTIN					08/21/2023
PR		005-PLU PLUMBING - UNDERSLAB Comments1: TIM	20230820	285 WINDHAM CIR	38		08/14/2023
GH	PM	006-BSM BASEMENT FLOOR Comments1: KEN 630-546-0735					08/17/2023
PR		007-RFR ROUGH FRAMING Comments1: TIM					08/18/2023
PR		008-REL ROUGH ELECTRICAL					08/18/2023
PR		009-RMC ROUGH MECHANICAL					08/18/2023
PR		010-PLR PLUMBING - ROUGH					08/18/2023
GH		011-GAR GARAGE FLOOR					08/17/2023
GH		012-STP STOOPS Comments1: FRONT STOOP					08/17/2023
BC		013-INS INSULATION					08/21/2023
JP		002-FIN FINAL INSPECTION Comments1: ROOF	20230830	1952 PRAIRIE ROSE LN	102		08/08/2023
GH	PM	002-FOU FOUNDATION Comments1: COMEX	20230838	3357 CALEDONIA DR	180		08/01/2023
PBF	PM	003-ESW ENGINEERING - SEWER / WAT Comments1: Cathy <cathyhmdconst@gmail.com>					08/07/2023
GH	AM	004-BKF BACKFILL Comments1: COMEX					08/10/2023
PBF		005-PLU PLUMBING - UNDERSLAB Comments1: JEFFREY.LEADER@LENNAR.COM					08/16/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____ AM	006-BG BASEMENT AND GARAGE FLOOR					08/17/2023
		Comments1: COMEX -JUANCARLOS@COMEXCC.COM					
GH	_____	007-GPL GREEN PLATE INSPECTION					08/31/2023
		Comments1: JEFFREY					
GH	_____ PM	007-GPL GREEN PLATE INSPECTION	20230839	3363 CALEDONIA DR	181		08/25/2023
		Comments1: JEFFREY					
GH	_____ PM	007-GPL GREEN PLATE INSPECTION	20230840	3367 CALEDONIA DR	182		08/25/2023
		Comments1: JEFFREY					
GH	_____	007-GPL GREEN PLATE INSPECTION	20230841	3373 CALEDONIA DR	183		08/18/2023
JP	11:30	001-ROF ROOF UNDERLAYMENT ICE & W	20230855	1036 HOMESTEAD DR	32		08/09/2023
		Comments1: DAWN -- 847-702-4700, NO CREW ON SITE, N					
		Comments2: O CANCELLATION					
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W	20230856	2388 TITUS DR	247		08/04/2023
		Comments1: LISA 815-630-4279 -- SAVAGE					
BC	_____	003-FIN FINAL INSPECTION	20230862	241 WALSH CIR	36		08/11/2023
		Comments1: DECK AND ROOF					
BF	_____ PM	001-FIN FINAL INSPECTION	20230867	2652 MCLELLAN BLVD	55		08/02/2023
		Comments1: SOLAR LAUNEYP@GREENGRIDSSOLAR.COM 815-					
		Comments2: 325-3892 call when on way please					
BF	_____ PM	002-FEL FINAL ELECTRIC					08/02/2023
		Comments1: SOLAR LAUNEYP@GREENGRIDSSOLAR.COM 815-					
		Comments2: 325-3892					
BF	_____ AM	003-REI REINSPECTION					08/04/2023
		Comments1: SOLAR INSTALL GROUND ROD MISSED FROM FIR					
		Comments2: ST INSPECTION CALL WHEN ON WAY 815 531					
		Comments3: 2540					
GH	11:00	002-ROF ROOF UNDERLAYMENT ICE & W	20230875	308 RYAN CT	73		08/01/2023
		Comments1: FRONT					
GH	_____ AM	001-PPS PRE-POUR, SLAB ON GRADE	20230883	326 BERTRAM DR			08/17/2023
		Comments1: PATIO -- JOSE NEED TO PIN PATIO TO FOUND					
		Comments2: ATION EVERY 16-20" - SEND PICTURES					
GH	_____ AM	001-PPS PRE-POUR, SLAB ON GRADE	20230884	338 BERTRAM DR	1157		08/17/2023
		Comments1: PATIO JOSE NEED TO PIN PATIO TO FOUNDATI					
		Comments2: ON EVERY 16-20" - SEND PICTURES					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	08:30	001-PHD POST HOLE - DECK Comments1: JOE 630-862-9292	20230886	1032 S CARLY CIR	115		08/25/2023
BC	11:00	002-RFR ROUGH FRAMING Comments1: COVERED PORCH -- JOE					08/30/2023
BF	_____ AM	001-FIN FINAL INSPECTION Comments1: SOLAR-- CHARLES 720-486-3823	20230894	2834 KETCHUM CT	214		08/23/2023
BF	_____ AM	002-FEL FINAL ELECTRIC					08/23/2023
BF	_____ AM	003-REI REINSPECTION Comments1: FINAL SOLAR CALL CHARLES WHEN ON YOUR WA Comments2: Y 720-486-3823				08/30/2023	
JP	13:00	001-PHF POST HOLE - FENCE Comments1: GABE 630-406-8410 X 202	20230904	3029 MCLELLAN BLVD	559		08/07/2023
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: JASON	20230915	1085 HAMPTON LN			08/01/2023
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: JASON -- JJ	20230917	1083 HAMPTON LN	0		08/01/2023
PBF	_____	004-ESW ENGINEERING - SEWER / WAT Comments1: FAMILYSEWEROFFICE@YAHOO.COM	20230922	4446 TAMPA DR	1971		08/01/2023
GH	_____ AM	005-BKF BACKFILL Comments1: JOE					08/02/2023
PBF	_____	006-PLU PLUMBING - UNDERSLAB Comments1: JOEMANUE@NVRINC.COM					08/08/2023
GH	_____	007-GPL GREEN PLATE INSPECTION Comments1: JOE					08/09/2023
BC	_____	008-ELS ELECTRIC SERVICE Comments1: JOE					08/10/2023
GH	_____ AM	009-BGS BASEMENT GARAGE STOOPS Comments1: MW					08/11/2023
GH	_____ PM	001-FTG FOOTING Comments1: MIDWEST 815-839-8175	20230923	342 BISCAYNE LN	1982		08/07/2023
GH	_____ PM	002-FOU FOUNDATION Comments1: MW					08/09/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	PM 003-BKF BACKFILL Comments1: MW					08/14/2023
PBF	_____	PM 004-ESW ENGINEERING - SEWER / WAT Comments1: FAMILYSEWEROFFICE@YAHOO.COM					08/16/2023
PBF	_____	AM 005-REI REINSPECTION Comments1: SEWER AND WATER					08/17/2023
PBF	_____	006-PLU PLUMBING - UNDERSLAB Comments1: JOEMANUE@NVRINC.COM					08/22/2023
PBF	_____	AM 007-WAT WATER Comments1: FAMILYSEWEROFFICE@YAHOO.COM					08/23/2023
GH	_____	PM 008-GPL GREEN PLATE INSPECTION Comments1: JOE					08/25/2023
GH	_____	009-GAR GARAGE FLOOR					08/25/2023
GH	_____	010-BSM BASEMENT FLOOR					08/25/2023
GH	_____	001-FTG FOOTING Comments1: MW	20230924	2656 GOULD CT	63		08/03/2023
GH	_____	002-FOU FOUNDATION Comments1: MW					08/08/2023
PBF	_____	PM 003-WAT WATER Comments1: FAMILY SEWEROFFICE@YAHOO.COM					08/10/2023
GH	_____	PM 004-BKF BACKFILL Comments1: MW 9:30AM ALREADY BACKFILLED					08/14/2023
PBF	_____	005-PLU PLUMBING - UNDERSLAB Comments1: AMEEKS@NVRINC.COM					08/18/2023
GH	_____	AM 006-BG BASEMENT AND GARAGE FLOOR Comments1: MW					08/23/2023
BF	_____	007-GPL GREEN PLATE INSPECTION Comments1: ANDREW					08/28/2023
GH	_____	PM 001-FOU FOUNDATION Comments1: MW	20230925	2741 CURTIS CT	115		08/14/2023
BF	_____	PM 002-BKF BACKFILL Comments1: OFFICE@MIDWESTERNCONCRETE.COM					08/16/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PBF	_____ PM	003-WAT WATER					08/17/2023
		Comments1: FAMILYSEWEROFFICE@YAHOO.COM					
PBF	_____	004-PLU PLUMBING - UNDERSLAB					08/22/2023
		Comments1: AMEEKS@NVRINC.COM					
GH	_____ AM	005-BG BASEMENT AND GARAGE FLOOR					08/23/2023
		Comments1: MW					
GH	_____	006-GPL GREEN PLATE INSPECTION					08/31/2023
		Comments1: ANDREW					
PR	_____ AM	002-RFR ROUGH FRAMING	20230929	101 W CENTER ST			08/29/2023
		Comments1: CLEAN EDGE					
PR	_____ AM	003-REL ROUGH ELECTRICAL					08/29/2023
PR	_____ AM	004-RMC ROUGH MECHANICAL					08/29/2023
PR	_____ AM	005-PLR PLUMBING - ROUGH					08/29/2023
BC	_____ AM	006-INS INSULATION					08/30/2023
		Comments1: CLEAN EDGE					
BF	_____ AM	001-FIN FINAL INSPECTION	20230930	2358 EMERALD LN	32		08/21/2023
		Comments1: SOLAR -- ERIK 708-441-6311					
BF	_____ AM	002-FEL FINAL ELECTRIC					08/21/2023
BC	_____	001-FIN FINAL INSPECTION	20230934	2259 FAIRFIELD AVE	371		08/07/2023
		Comments1: BILL 708-373-3360					
BC	_____ AM	002-RFR ROUGH FRAMING	20230944	88 CROOKED CREEK DR	10		08/01/2023
		Comments1: DECK					
BC	_____ AM	003-REL ROUGH ELECTRICAL					08/01/2023
		Comments1: OUTSIDE ELECTRICAL					
BF	_____ PM	001-FIN FINAL INSPECTION	20230946	569 REDBUD DR	44		08/08/2023
		Comments1: SOLAR -- MORGAN 630-689-8464 *****THIS					
		Comments2: ONE 2ND*****					
BF	_____ PM	002-FEL FINAL ELECTRIC					08/08/2023
		Comments1: SOLAR					
BC	_____ AM	008-INS INSULATION	20230955	431 NORWAY CIR	88		08/01/2023
		Comments1: REINSPECT KITCHEN REMODEL -- MATT 630-27					
		Comments2: 3-1151					

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC		PM 001-FIN FINAL INSPECTION Comments1: PAVER PATIO -- HARITAH 805-975-3846	20230966	2788 BERRYWOOD LN	831		08/21/2023
BC		002-RFR ROUGH FRAMING Comments1: DECK -- ADAM 630-486-2502	20230980	1274 HAWK HOLLOW DR			08/01/2023
BF		003-FIN FINAL INSPECTION Comments1: DECK				08/17/2023	
GH		AM 009-STP STOOPS Comments1: UPLAND	20230988	2638 SEELEY ST	743		08/16/2023
BC		010-RFR ROUGH FRAMING Comments1: CWTOMPSON@DRHORTON.COM					08/30/2023
BC		011-REL ROUGH ELECTRICAL					08/30/2023
BC		012-RMC ROUGH MECHANICAL					08/30/2023
PBF		013-PLR PLUMBING - ROUGH Comments1: CWTOMPSON@DRHORTON.COM				08/30/2023	
GH		008-GPL GREEN PLATE INSPECTION Comments1: CW/DRH 224-358-1606	20230989	2634 SEELEY ST	744		08/04/2023
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ZACH 331-442-3312	20230997	2811 SHERIDAN CT	205		08/15/2023
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ZACH 331-442-3312	20230998	2807 SHERIDAN CT			08/15/2023
BC		AM 002-RFR ROUGH FRAMING Comments1: DECK -- BRENDEN 630-688-0180 fill all ho Comments2: les in post caps & joist ties with nail Comments3: west end of new deck must be guarded	20231009	203 E CENTER ST			08/03/2023
BF		003-REI REINSPECTION Comments1: DECK FRAMING -- BRENDEN 630-688-0180 -- Comments2: FILL ALL HOLES IN POST CAPS & JOIST TIES Comments3: WITH NAILS-- WEST END OF NEW DECK MUST Comments4: BE GUARDED					08/18/2023
BC		001-FIN FINAL INSPECTION Comments1: PERGOLA	20231018	2125 BLUEBIRD LN			08/21/2023
BC	12:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: BUFFALO	20231019	852 HAMPTON LN	208		08/11/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC		001-FIN FINAL INSPECTION Comments1: PATIO DOORS -- 630-553-1824	20231037	1018 INDEPENDENCE BLVD	4		08/10/2023
BF		001-OCC OCCUPANCY INSPECTION Comments1: WILLOW ROOT MASSAGE 630-631-9485	20231040	674 W VETERANS PKWY	B	08/24/2023	
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: RONNIE 773-647-0299	20231057	2368 EMERALD LN	30		08/08/2023
BC		PM 001-FIN FINAL INSPECTION Comments1: OUTDOOR FIREPLACE JEFF	20231060	802 CAULFIELD PT	112		08/03/2023
JP		AM 001-WK SERVICE WALK Comments1: MATT 630-750-6666	20231063	409 E SOMONAUK ST			08/02/2023
BC	10:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: DUSTIN	20231067	2372 EMERALD LN	29		08/28/2023
BC		AM 002-FIN FINAL INSPECTION Comments1: IN GROUND POOL GATE ON EAST SIDE -- MAT Comments2: T 260-341-6952	20231068	821 GREENFIELD TURN	52		08/11/2023
BC		AM 003-REI REINSPECTION Comments1: FINAL POOL -- PHIL					08/15/2023
BF		PM 001-FIN FINAL INSPECTION Comments1: SOLAR MORGAN 630-689-8464 *****PLEASE T Comments2: HIS ONE FIRST***** THEN REDBUD	20231070	2794 BERRYWOOD LN	830		08/08/2023
BF		PM 002-FEL FINAL ELECTRIC					08/08/2023
PBF		PM 003-WAT WATER Comments1: FAMILYSEWEROFFICE@YAHOO.COM	20231078	3128 JETER CT	499	08/03/2023	
GH		AM 004-BKF BACKFILL Comments1: MW					08/03/2023
PBF		PM 005-WAT WATER Comments1: familyseweroffice@yahoo.com Comments2: 35	630-492-76				08/04/2023
PBF		006-PLU PLUMBING - UNDERSLAB Comments1: ASUSONG@NVRINC.COM					08/09/2023
GH		007-BSM BASEMENT FLOOR					08/11/2023
GH		008-GAR GARAGE FLOOR					08/11/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH		009-GPL GREEN PLATE INSPECTION Comments1: AUSTIN					08/21/2023
GH		AM 002-FOU FOUNDATION Comments1: MW	20231079	424 MONTEREY ST	2021		08/03/2023
GH		AM 003-BKF BACKFILL Comments1: JOE					08/08/2023
PBF		PM 004-ESW ENGINEERING - SEWER / WAT Comments1: FAMILYSEWEROFFICE@YAHOO.COM					08/08/2023
PBF		005-PLU PLUMBING - UNDERSLAB Comments1: JOEMANUE@NVRINC.COM					08/16/2023
GH		006-GPL GREEN PLATE INSPECTION Comments1: JOE					08/22/2023
GH		PM 007-BG BASEMENT AND GARAGE FLOOR Comments1: MW					08/17/2023
GH		001-FTG FOOTING Comments1: MW	20231081	381 BISCAYNE LN	1985		08/22/2023
GH		AM 002-FOU FOUNDATION Comments1: MW					08/23/2023
BF		AM 003-BKF BACKFILL Comments1: MW					08/28/2023
PBF		PM 004-ESW ENGINEERING - SEWER / WAT Comments1: FAMILYSEWEROFFICE@YAHOO.COM					08/29/2023
GH		PM 001-FTG FOOTING Comments1: MW	20231082	4472 TAMPA DR	1967		08/14/2023
BF		PM 002-FOU FOUNDATION Comments1: ASSISTANT@MIDWESTERNCONCRETE.COM					08/16/2023
PBF		PM 003-ESW ENGINEERING - SEWER / WAT Comments1: FAMILYSEWEROFFICE@YAHOO.COM ( LOUISE 6 Comments2: 30-492-7635)				08/22/2023	
GH		AM 004-BKF BACKFILL Comments1: MW					08/23/2023
PBF		005-PLU PLUMBING - UNDERSLAB Comments1: JOEMANUE@NVRINC.COM					08/29/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231089	337 PENSACOLA ST	1142	08/14/2023	
		Comments1: REUBEN					
JP	11:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231104	2820 OWEN CT	174		08/31/2023
JP	11:30	001-PHF POST HOLE - FENCE	20231112	409 ELM ST A	23		08/07/2023
		Comments1: CEDAR MTN 224-220-1042					
BF	_____ AM	001-FIN FINAL INSPECTION	20231115	1208 WILLOW WAY	198		08/08/2023
		Comments1: SOLAR chicagopermitting@brightplanetsola					
		Comments2: r.com					
BF	_____ AM	002-FEL FINAL ELECTRIC					08/08/2023
		Comments1: SOLAR chicagopermitting@brightplanetsola					
		Comments2: r.com ZACH 815-582-8413					
GH	_____	001-FIN FINAL INSPECTION	20231116	4438 TAMPA DR	1973		08/11/2023
		Comments1: PAVERS					
BF	_____ AM	001-FIN FINAL INSPECTION	20231128	451 PARKSIDE LN	365		08/08/2023
		Comments1: SOLAR ERIK.SALAZAR@SUNRUN.COM 70844163					
		Comments2: 11					
BF	_____ AM	002-FEL FINAL ELECTRIC					08/08/2023
JP	_____	002-FIN FINAL INSPECTION	20231133	4254 E MILLBROOK CIR	283		08/03/2023
		Comments1: ROOF, NORTH CORNER SHINGLES "HUMPED"@ G					
		Comments2: UTTER (2) ALREADY REPORTED BY HOMEOWNER					
JP	11:30	001-PHF POST HOLE - FENCE	20231134	997 WHITE PLAINS LN	48		08/11/2023
		Comments1: CEDAR RUSTIC					
BC	_____ PM	001-PPS PRE-POUR, SLAB ON GRADE	20231146	3106 JUSTICE DR	625		08/14/2023
		Comments1: PATIO --JOHN 630-862-8053					
GH	_____ AM	002-FOU FOUNDATION	20231155	2607 SEELEY ST	814		08/04/2023
		Comments1: UPLAND/JESUS 630-453-9281					
GH	_____ AM	003-BKF BACKFILL					08/09/2023
		Comments1: UPLAND					
PBF	_____ AM	004-ESW ENGINEERING - SEWER / WAT					08/10/2023
		Comments1: TERRI@HOLIDAYCONSTRUCTION.COM					
GH	_____ AM	005-BG BASEMENT AND GARAGE FLOOR					08/16/2023
		Comments1: UPLAND					
PBF	_____	006-PLU PLUMBING - UNDERSLAB					08/16/2023
		Comments1: CWTTHOMPSON@DRHORTON.COM					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP		007-GPL GREEN PLATE INSPECTION Comments1: CHRIS					08/29/2023
GH		AM 002-FOU FOUNDATION Comments1: JESUS/UPLAND 630-453-9281	20231156	2630 SEELEY ST	745		08/01/2023
PBF		PM 003-WSS WATER & STORM SEWER Comments1: terri@holidayconstruction.com					08/04/2023
GH		AM 004-BKF BACKFILL Comments1: JESUS/UPLAND 630-453-9281					08/07/2023
PBF		005-PLU PLUMBING - UNDERSLAB Comments1: CWTOMPSON@DRHORTON.COM --CANCELED				08/08/2023	
PBF		006-PLU PLUMBING - UNDERSLAB Comments1: CWTOMPSON@DRHORTON					08/10/2023
GH		AM 007-BG BASEMENT AND GARAGE FLOOR Comments1: UPLAND					08/16/2023
PBF		PM 004-WSS WATER & STORM SEWER Comments1: terri@holidayconstruction.com	20231157	2627 SEELEY ST	815		08/04/2023
PBF		005-PLU PLUMBING - UNDERSLAB Comments1: CWTOMPSON@DRHORTON.COM					08/08/2023
GH		PM 006-BSM BASEMENT FLOOR Comments1: CHRIS					08/10/2023
GH		PM 007-GAR GARAGE FLOOR					08/10/2023
GH		008-GPL GREEN PLATE INSPECTION Comments1: CHRIS					08/22/2023
PBF		PM 004-WSS WATER & STORM SEWER Comments1: terri@holidayconstruction.com	20231158	2631 SEELEY ST	816		08/04/2023
GH		005-BKF BACKFILL					08/07/2023
PBF		006-PLU PLUMBING - UNDERSLAB Comments1: CWTOMPSON@DRHORTON.COM					08/08/2023
GH		PM 007-BSM BASEMENT FLOOR Comments1: CHRIS					08/10/2023
GH		PM 008-GAR GARAGE FLOOR					08/10/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH		AM 009-GPL GREEN PLATE INSPECTION					08/16/2023
		Comments1: CHRIS					
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231162	2485 EMERALD LN			08/25/2023
		Comments1: ILSE 630-800-6818, ARRIVED FOR INSP, NO					
		Comments2: CREW ON SITE, NO CANCELLATION					
JP		001-ROF ROOF UNDERLAYMENT ICE & W	20231164	1014 INDEPENDENCE BLVD	6		08/15/2023
GH		AM 001-FTG FOOTING	20231166	826 HAYDEN DR	61		08/08/2023
		Comments1: RMT					
GH		AM 002-FOU FOUNDATION					08/23/2023
		Comments1: RMT					
GH		AM 003-BKF BACKFILL					08/31/2023
		Comments1: JESSICA -- RMT					
BC	11:00	001-WK SERVICE WALK	20231168	2259 FAIRFIELD AVE	371		08/10/2023
		Comments1: TRAVIS					
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231173	2633 LILAC WAY	314		08/25/2023
		Comments1: LUKE					
BC		AM 002-RFR ROUGH FRAMING	20231181	2685 FAIRFAX WAY	260		08/02/2023
		Comments1: 630-364-0224 CLEAN EDGE					
BC		AM 003-FIN FINAL INSPECTION					08/08/2023
		Comments1: DECK -- CLEAN EDGE					
JP	11:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231186	904 WESTERN LN			08/31/2023
		Comments1: RZG ROOFING, SECOND STORY DORMER - FAIL;					
		Comments2: ALL OTHER PASS					
BF		AM 001-FIN FINAL INSPECTION	20231187	2553 LYMAN LOOP			08/08/2023
		Comments1: SOLAR chicagopermitting@brightplanetsola					
		Comments2: r.com ZACH 815-582-8413					
BF		002-FEL FINAL ELECTRIC					08/08/2023
		Comments1: SOLAR chicagopermitting@brightplanetsola					
		Comments2: r.com ZACH 815-582-8413					
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231189	107 N CONOVER CT			08/01/2023
		Comments1: JOSEPH JAMES					
GH		PM 001-FTG FOOTING	20231191	3073 CONSTITUTION WAY	511		08/09/2023
		Comments1: MW					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____ AM	002-FOU FOUNDATION					08/10/2023
		Comments1: MW					
GH	_____ AM	003-BKF BACKFILL					08/16/2023
		Comments1: MW					
PBF	_____ PM	004-WAT WATER				08/17/2023	
		Comments1: FAMILYSEWEROFFICE@YAHOO.COM					
PBF	_____	005-PLU PLUMBING - UNDERSLAB					08/24/2023
		Comments1: ASUSONG@NVRINC.COM					
GH	_____ AM	006-BG BASEMENT AND GARAGE FLOOR					08/25/2023
		Comments1: MW					
GH	_____ AM	002-FOU FOUNDATION	20231192	3392 CALEDONIA DR	179		08/03/2023
		Comments1: COMEX					
GH	_____ AM	003-BKF BACKFILL					08/10/2023
		Comments1: COMEX					
PBF	_____	004-PLU PLUMBING - UNDERSLAB					08/16/2023
		Comments1: JEFFREY.LEADER@LENNAR.COM					
GH	_____ AM	005-BG BASEMENT AND GARAGE FLOOR					08/17/2023
		Comments1: JUANCARLOS@COMEXCC.COM					
PBF	_____ PM	006-ESW ENGINEERING - SEWER / WAT					08/22/2023
		Comments1: CATHYHMDCONST@GMAIL.COM					
GH	_____ AM	001-FTG FOOTING	20231193	3386 CALEDONIA DR	178		08/09/2023
		Comments1: COMEX					
GH	_____ PM	002-FOU FOUNDATION					08/11/2023
		Comments1: COMEX					
GH	_____ AM	003-BKF BACKFILL					08/16/2023
		Comments1: COMEX					
PBF	_____ PM	004-ESW ENGINEERING - SEWER / WAT					08/22/2023
		Comments1: CATHYHMDCONST@GMAIL.COM					
PBF	_____	005-PLU PLUMBING - UNDERSLAB					08/29/2023
		Comments1: JEFFREY.LEADER@LENNAR.COM					
GH	_____ AM	006-BG BASEMENT AND GARAGE FLOOR					08/30/2023
		Comments1: COMEX					

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP		002-FIN FINAL INSPECTION	20231194	1302 EVERGREEN LN	144	08/31/2023	
		Comments1: ROOF					
JP		001-ROF ROOF UNDERLAYMENT ICE & W	20231195	1023 HEARTLAND DR	62		08/01/2023
PR	12:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231197	2768 CRANSTON CIR	107		08/15/2023
		Comments1: ALCOR -- RONNIE					
GH		AM 001-FTG FOOTING	20231201	3382 CALEDONIA DR	177		08/09/2023
		Comments1: COMEX					
BF		AM 002-FOU FOUNDATION					08/15/2023
		Comments1: COMEX					
GH		AM 003-BKF BACKFILL					08/18/2023
		Comments1: COMEX					
PBF		PM 004-ESW ENGINEERING - SEWER / WAT					08/22/2023
		Comments1: CATHYHMDCONST@GMAIL.COM					
PBF		005-PLU PLUMBING - UNDERSLAB					08/29/2023
		Comments1: JEFFREY.LEADER@LENNAR.COM					
GH		AM 006-BG BASEMENT AND GARAGE FLOOR					08/30/2023
		Comments1: COMEX					
BC		001-RFR ROUGH FRAMING	20231212	1319 SPRING ST	167		08/07/2023
		Comments1: BASEMENT FINISH JEFF 630-973-6759					
BC		002-REL ROUGH ELECTRICAL					08/07/2023
		Comments1: BASEMENT FINISH JEFF 630-973-6759					
PBF		003-PLR PLUMBING - ROUGH					08/07/2023
		Comments1: BASEMENT FINISH JEFF 630-973-6759					
PBF		AM 004-PLR PLUMBING - ROUGH					08/08/2023
		Comments1: BASEMENT --- JEFF 630-973-6759 -- NO ACC					
		Comments2: ESS					
BC		005-FMC FINAL MECHANICAL					08/07/2023
BF		AM 006-INS INSULATION					08/17/2023
		Comments1: BASEMENT REMODEL JEFF 630-973-6759					
JP		001-ROF ROOF UNDERLAYMENT ICE & W	20231225	4461 E MILLBROOK CIR	228		08/16/2023
JP	13:00	002-ROF ROOF UNDERLAYMENT ICE & W	20231229	762 ARROWHEAD DR	15	08/01/2023	
		Comments1: ABC					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	11:30	001-PHF POST HOLE - FENCE Comments1: PERLA- 708-316-9740	20231230	2591 ANNA MARIA LN	722		08/18/2023
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: JESSICA 224-401-5945, NOT READY FOR INSP Comments2: ECTION	20231234	594 BURNING BUSH DR	95		08/01/2023
JP	_____	002-REI REINSPECTION					08/01/2023
BF	_____ AM	001-FIN FINAL INSPECTION Comments1: SOLAR -- JACOB 779-230-9071	20231240	2182 HEARTHSTONE AVE	437		08/15/2023
BF	_____ AM	002-FEL FINAL ELECTRIC					08/15/2023
JP	_____ AM	001-PPS PRE-POUR, SLAB ON GRADE Comments1: PATIO-- JOHN 630-862-8053	20231246	354 TIMBALIER ST	1004		08/23/2023
JP	11:00	003-ROF ROOF UNDERLAYMENT ICE & W Comments1: 773-425-8449	20231254	103 APPLETREE CT			08/25/2023
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: JOSH 847-224-3347	20231255	2739 CRANSTON CIR	128		08/01/2023
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231258	201 STATE ST			08/02/2023
BC	_____ AM	001-PHD POST HOLE - DECK Comments1: CHRIS	20231260	596 W BARBERRY CIR	7		08/22/2023
BC	_____ AM	003-RFR ROUGH FRAMING Comments1: CHRIS	20231270	502 WINDETT RIDGE RD	175		08/16/2023
BC	_____	004-FIN FINAL INSPECTION Comments1: CHRIS 630-330-8038					08/25/2023
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: JUSTIN -- ABC	20231272	292 WINDETT RIDGE RD	20		08/01/2023
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: JASON 331-575-7705	20231277	322 BLACKBERRY LN			08/03/2023
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ADVANCED	20231280	2722 POTTER CT	145		08/11/2023
BC	_____ AM	002-MIS MISCELLANEOUS Comments1: RAILING ON STAIRS	20231281	371 GARDEN CIR	13		08/22/2023
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: JASON JJ	20231283	1348 SPRING ST	174		08/15/2023

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE	
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231284	1151 KATE DR	241		08/01/2023	
		Comments1: JJAMES 331-575-7705						
JP	11:00	002-ROF ROOF UNDERLAYMENT ICE & W					08/02/2023	
		Comments1: JJAMES						
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231285	903 BEHRENS ST	30		08/02/2023	
		Comments1: APEX						
JP		001-ROF ROOF UNDERLAYMENT ICE & W	20231291	2834 SILVER SPRINGS CT	256		08/03/2023	
		Comments1: I&W NOT SCHEDULED. I SAW ROOF INSTALL AN						
		Comments2: D NOTICED NOT ENOUGH I&W. SOME SHINGLES						
		Comments3: ALREADY STARTED. INSTALLER REMOVED SHING						
		Comments4: LES AND ADDED ANOTHER LINE OF I&W. REI						
JP		002-REI REINSPECTION					08/03/2023	
JP		AM 001-PHD POST HOLE - DECK	20231293	1089 CANARY AVE	250		08/01/2023	
		Comments1: CHRIS -- UPPER DECK						
BC		002-RFR ROUGH FRAMING					08/11/2023	
		Comments1: DECK -- CHRIS 630-330-8038						
BC		003-FIN FINAL INSPECTION					08/22/2023	
		Comments1: UPPER DECK 630-330-8038						
JP		001-ROF ROOF UNDERLAYMENT ICE & W	20231297	102 APPLETREE CT	A&B		08/08/2023	
		Comments1: INSPECTION VIA PHOTOS						
JP		002-FIN FINAL INSPECTION					08/08/2023	
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231300	501 HEUSTIS ST			08/11/2023	
		Comments1: LUKE 406-410-0659						
BC	11:00	001-PHF POST HOLE - FENCE	20231301	608 WHITE OAK WAY	66		08/14/2023	
		Comments1: KRIS 815-834-1200						
GH	11:00	001-PHF POST HOLE - FENCE	20231303	709 PARKSIDE LN	115		08/22/2023	
		Comments1: SHERRIE -- 8115--836-8731						
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231306	345 BERTRAM DR	1106		08/16/2023	
		Comments1: MARK, ARRIVED FOR INSPECTION, NO CREW ON						
		Comments2: SITE, NO CANCELLATION						
JP	11:00	002-ROF ROOF UNDERLAYMENT ICE & W					08/17/2023	
		Comments1: MARK 708-878-0287						
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231307	2838 OLD GLORY DR	281		08/07/2023	

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231309	4429 E MILLBROOK CIR	222		08/03/2023
		Comments1: BUFFALO					
JP		001-ROF ROOF UNDERLAYMENT ICE & W	20231310	501 STATE ST	1		08/04/2023
		Comments1: CARMODY					
JP		001-PHD POST HOLE - DECK	20231312	2342 IROQUOIS LN	27		08/21/2023
		Comments1: CHRIS 630-330-8038					
BC		AM 002-FIN FINAL INSPECTION					08/30/2023
		Comments1: CHRI 630-330-8038 INSTALLER TO SECURE PI					
		Comments2: CKETS WITH GALVANITIZED SCREWS					
GH		AM 001-FTG FOOTING	20231315	2659 GOULD CT	65		08/25/2023
		Comments1: MW					
BF		PM 002-FOU FOUNDATION					08/28/2023
		Comments1: ASSISTANT@MIDWESTERNCONCRETE.COM					
GH		AM 001-FTG FOOTING	20231316	2650 GOULD CT	60		08/18/2023
		Comments1: MW					
GH		AM 002-FOU FOUNDATION					08/22/2023
		Comments1: MW					
BF		PM 003-BKF BACKFILL					08/24/2023
		Comments1: ASSISTANT@MIDWESTERNCONCRETE.COM					
PBF		PM 004-WAT WATER					08/25/2023
		Comments1: FAMILYSEWEROFFICE@YAHOO.COM					
PBF		005-PLU PLUMBING - UNDERSLAB					08/28/2023
		Comments1: AMEEKS@NVRINC.COM					
GH		AM 001-FTG FOOTING	20231317	3076 JETER ST	569		08/16/2023
		Comments1: MW					
GH		PM 002-FOU FOUNDATION					08/17/2023
		Comments1: MW					
GH		AM 003-BKF BACKFILL					08/23/2023
		Comments1: MW					
PBF		004-PLU PLUMBING - UNDERSLAB				08/30/2023	
		Comments1: ASUSONG@NVRINC.COM					
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231323	132 CLAREMONT CT			08/02/2023
		Comments1: TOP QUALITY					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____ AM	001-FTG FOOTING Comments1: UPLAND	20231329	2622 SEELEY ST	747		08/11/2023
GH	_____ AM	002-FOU FOUNDATION Comments1: UPLAND					08/23/2023
PBF	_____ PM	003-ESW ENGINEERING - SEWER / WAT Comments1: TERRI@HOLIDAYCONSTRUCTION.COM					08/25/2023
GH	_____ AM	004-BKF BACKFILL Comments1: CHRIS					08/31/2023
GH	_____ AM	001-FTG FOOTING Comments1: UPLAND	20231330	2626 SEELEY ST	746		08/10/2023
BF	_____ AM	002-FOU FOUNDATION Comments1: UPLAND					08/17/2023
BF	_____	003-BKF BACKFILL Comments1: CWTOMPSON@DRHORTON.COM					08/24/2023
PBF	_____ PM	004-ESW ENGINEERING - SEWER / WAT Comments1: TERRI@HOLIDAYCONSTRUCTION.COM					08/25/2023
JP	11:00	002-ROF ROOF UNDERLAYMENT ICE & W Comments1: 2ND INSP - PAID LIZ 630-631-7556	20231333	601 OMAHA DR	8		08/01/2023
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ACOSTA 630-538-5167	20231336	2023 PRAIRIE ROSE LN	92		08/02/2023
GH	_____ PM	001-FTG FOOTING Comments1: MW NEED "T" FOR DRAIN TILE AT SUMP	20231337	2733 ELLORY CT	130		08/31/2023
BF	_____ PM	001-FIN FINAL INSPECTION Comments1: SOLAR ZACH 708-738-0409	20231339	302 WOODWORTH ST	19		08/21/2023
BF	_____ PM	002-FEL FINAL ELECTRIC					08/21/2023
JP	_____	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: REUBEN	20231343	567 BIRCHWOOD DR	137		08/18/2023
JP	_____	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: TOM 630-881-2613	20231344	402 CENTER PKWY	49		08/02/2023
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: FRANK 630-640-8992	20231345	4282 E MILLBROOK CIR	279		08/08/2023
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: DAN 874-466-0051	20231346	406 E SOMONAUK ST			08/09/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP		001-PPS PRE-POUR, SLAB ON GRADE Comments1: PATIO -- JOHN 630-862-8053	20231347	661 ASHWORTH LN	511		08/17/2023
JP		001-ROF ROOF UNDERLAYMENT ICE & W Comments1: CARMODY	20231356	557 HEARTLAND DR	78		08/17/2023
GH		001-ROF ROOF UNDERLAYMENT ICE & W Comments1: JOE 847-414-5822 PARTIAL FRONT	20231361	664 W VETERANS PKWY			08/01/2023
GH	12:00	002-ROF ROOF UNDERLAYMENT ICE & W Comments1: PARTIAL					08/02/2023
GH	08:00	003-ROF ROOF UNDERLAYMENT ICE & W Comments1: PARTIAL BACK					08/03/2023
GH	14:00	004-ROF ROOF UNDERLAYMENT ICE & W Comments1: PARTIAL BACK					08/03/2023
GH		AM 001-FTG FOOTING Comments1: MIDW 815-839- 8175 REPAIR MULTIPLE TEARS Comments2: IN SOCK	20231363	572 TIMBER OAK LN	44		08/07/2023
GH		AM 002-FOU FOUNDATION Comments1: ASSISTANT@MIDWESTERNCONCRETE.COM					08/09/2023
BF		AM 003-BKF BACKFILL Comments1: ASSISTANT@MIDWESTERNCONCRETE.COM					08/15/2023
PBF		AM 004-PLU PLUMBING - UNDERSLAB Comments1: JJACOBS@RALLYHOMES.NET					08/23/2023
GH	11:00	005-GPL GREEN PLATE INSPECTION Comments1: JJACOBS@RALLYHOMES.NET NEED TO ADD ONE A Comments2: NCHOR BOLT AT FRONT, EXISTING TOO CLOSE Comments3: TO EDGE					08/28/2023
GH		AM 006-BG BASEMENT AND GARAGE FLOOR					08/25/2023
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: 773-425-8449	20231364	3343 CALEDONIA DR	18		08/01/2023
JP	13:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ACE	20231365	653 WHITE OAK WAY			08/10/2023
JP	13:00	002-ROF ROOF UNDERLAYMENT ICE & W Comments1: ACE, REMAINING ROOF PASS WITH PHOTOS					08/12/2023
JP		001-ROF ROOF UNDERLAYMENT ICE & W Comments1: JOSE	20231366	2461 ALAN DALE LN	126		08/02/2023

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231367	2797 GAINS CT	194		08/08/2023
		Comments1: LINDA 630-520-0576					
JP	_____ PM	001-PHF POST HOLE - FENCE	20231368	1602 CYPRESS LN	40		08/21/2023
		Comments1: CLASSIC					
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231370	205 CENTER PKWY	20		08/04/2023
		Comments1: ADVANCED 630-553-2344					
BF	_____ AM	001-FIN FINAL INSPECTION	20231374	2031 WREN RD	26		08/16/2023
		Comments1: SOLAR -- PHIL 518-859-6282					
BF	_____ AM	002-FEL FINAL ELECTRIC					08/16/2023
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231379	414 W KENDALL DR			08/18/2023
		Comments1: JASON 331-575-7705					
JP	11:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231380	1016 INDEPENDENCE BLVD			08/15/2023
		Comments1: JEFF 331-575-7705					
JP	11:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231381	509 W RIDGE ST			08/15/2023
		Comments1: JASON 331-575-7705					
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231382	120 NADEN CT	67		08/16/2023
		Comments1: JASON					
JP	11:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231383	1837 ASTER DR	93		08/17/2023
		Comments1: JJAMES PARTIAL - SECOND STORY					
JP	_____	003-ROF ROOF UNDERLAYMENT ICE & W					08/18/2023
		Comments1: REMAINING ROOF					
BC	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231386	1121 GRACE DR	60		08/15/2023
		Comments1: ABC					
JP	14:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231388	204 BRUELL ST	2		08/03/2023
		Comments1: JUSTIN/ABC 331-203-3914					
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231389	1317 EVERGREEN LN			08/21/2023
		Comments1: ZACH --					
JP	13:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231390	1132 GRACE DR	102		08/09/2023
		Comments1: ABC					
BF	_____ PM	001-FIN FINAL INSPECTION	20231393	2967 ELLSWORTH DR	402		08/29/2023
		Comments1: SOLAR 312 824 9031 thomas.derrick@sunpow					
		Comments2: ercorp.com					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BF		PM 002-FEL FINAL ELECTRIC Comments1: SOLAR 312 824 9031 thomas.derrick@sunpow Comments2: ercorp.com					08/29/2023
JP	11:00	001-PHF POST HOLE - FENCE Comments1: PEERLESS	20231397	2686 SEELEY ST	731	08/22/2023	
BC		AM 001-PPS PRE-POUR, SLAB ON GRADE Comments1: SERVICE WALK AND STOOP	20231399	483 WALSH CIR	7		08/16/2023
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: DANIEL 630-276-8255	20231402	597 ARROWHEAD DR			08/04/2023
JP	09:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231409	2342 EMERALD LN	35		08/31/2023
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: TTLC	20231411	1048 HOMESTEAD DR	33		08/01/2023
BC		001-PPS PRE-POUR, SLAB ON GRADE Comments1: PATIO -- CHUY	20231412	2711 PHELPS CT	266		08/22/2023
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: EXTREME EXTERIORS, EAST SIDE OF ROOF - P Comments2: ARTIAL INSP	20231413	615 RIVER BIRCH DR			08/09/2023
JP		002-ROF ROOF UNDERLAYMENT ICE & W Comments1: EXTREME					08/11/2023
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: 630-688-5671	20231417	2683 BURR ST	89		08/18/2023
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ANGEL 630-688-5671	20231418	502 LIBERTY ST	16		08/21/2023
GH		001-FTG FOOTING Comments1: LATE AM ----	20231422	592 TIMBER OAK LN	45		08/22/2023
GH		AM 002-FOU FOUNDATION Comments1: MW KEYWAY OUTSIDE OF WALL					08/24/2023
GH		003-REI REINSPECTION Comments1: FOUNDATION					08/24/2023
BC		AM 004-BKF BACKFILL Comments1: MW				08/31/2023	
JP	10:30	001-PHF POST HOLE - FENCE Comments1: PEERLESS 630-797-3642	20231423	937 N CARLY CIR	127		08/09/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP		002-FIN FINAL INSPECTION Comments1: FENCE					08/17/2023
GH		001-FTG FOOTING Comments1: REPAIR HOLES IN SOCK	20231425	4449 TAMPA DR	1962		08/28/2023
GH		002-FOU FOUNDATION Comments1: MW					08/30/2023
GH	10:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ADVOCATE 224-324-9271	20231433	1210 PATRICK CT	14		08/28/2023
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: PABLO -- 708-945-1375	20231434	368 WINDHAM CIR	76		08/11/2023
JP	10:00	002-ROF ROOF UNDERLAYMENT ICE & W Comments1: PABLO				08/11/2023	
JP	11:30	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: RANDY 630-854-7957	20231438	311 E ORANGE ST			08/07/2023
JP		002-FIN FINAL INSPECTION Comments1: ROOF --					08/18/2023
JP		001-ROF ROOF UNDERLAYMENT ICE & W Comments1: TTLC	20231439	1242 DEERPATH DR	232		08/02/2023
JP		001-ROF ROOF UNDERLAYMENT ICE & W Comments1: REUBEN	20231440	559 BIRCHWOOD DR	135		08/30/2023
JP		002-ROF ROOF UNDERLAYMENT ICE & W Comments1: WRONG COLOR SHINGLE INSTALLED, CONTRACTO Comments2: R HAD TO RE-ROOF AGAIN					08/31/2023
JP		001-ROF ROOF UNDERLAYMENT ICE & W Comments1: REUBEN	20231441	1166 HEARTLAND DR	0		08/11/2023
JP	13:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ACE 773 425 8449	20231444	412 NORWAY CIR	72	08/10/2023	
JP		002-ROF ROOF UNDERLAYMENT ICE & W					08/11/2023
GH	10:00	001-PHF POST HOLE - FENCE Comments1: PEERLESS 630-797-3642	20231445	1402 ASPEN LN	80		08/18/2023
BC		001-FIN FINAL INSPECTION Comments1: ASPHALT DRIVE	20231446	412 CENTER PKWY			08/11/2023

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH		PM 001-PPS PRE-POUR, SLAB ON GRADE	20231453	2902 ALDEN AVE	323		08/17/2023
		Comments1: PATIO -- CHUY					
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231455	431 WINTERBERRY DR	109		08/18/2023
		Comments1: LDK/BLAIR 708-207-7101					
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231456	663 BIRCHWOOD DR	146		08/07/2023
		Comments1: KENNY/ALL STORM 630-885-1028					
BC	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231458	2367 WINTERTHUR GREEN	184		08/15/2023
		Comments1: ALEX 816-809-8719					
BC		AM 001-PPS PRE-POUR, SLAB ON GRADE	20231459	1336 SPRING ST	178		08/11/2023
		Comments1: 630-659-7997 -- SLAB FOR GAZEBO					
BC		AM 002-FTG FOOTING					08/11/2023
		Comments1: POST HOLES FOR GAZEBO					
BC		001-FIN FINAL INSPECTION	20231460	416 ELM ST			08/25/2023
		Comments1: SHED-- PAT- 630-383-6804					
JP		PM 001-PHF POST HOLE - FENCE	20231461	2198 NORTHLAND LN	77		08/17/2023
		Comments1: CLASSIC					
BC		AM 002-FIN FINAL INSPECTION					08/30/2023
		Comments1: FENCE -- HENRY 630-437-0940					
JP		AM 001-PPS PRE-POUR, SLAB ON GRADE	20231464	3073 GRANDE TR	554		08/11/2023
		Comments1: PATIO --					
JP		001-ROF ROOF UNDERLAYMENT ICE & W	20231465	122 CLAREMONT CT	36		08/11/2023
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231467	806 MORGAN ST			08/16/2023
		Comments1: ANDY 773-416-6696					
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231469	4248 E MILLBROOK CIR	284		08/11/2023
		Comments1: PROVIDENT					
JP		001-ROF ROOF UNDERLAYMENT ICE & W	20231470	249 WINDHAM CIR			08/15/2023
		Comments1: ANDY/JOE 773-671-1707 / 773-416-6696					
JP		001-ROF ROOF UNDERLAYMENT ICE & W	20231472	1358 E SPRING ST	221		08/07/2023
		Comments1: PARTIAL - BACK/SOUTH SIDE - PASS					
JP		002-ROF ROOF UNDERLAYMENT ICE & W					08/08/2023
		Comments1: PARTIAL - FRONT/NORTH SIDE - PASS					
JP	11:30	001-PHF POST HOLE - FENCE	20231474	504 TERI LN			08/17/2023
		Comments1: PERLA - 708-316-9740					

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JP	09:00	001-PHF POST HOLE - FENCE	20231476	3168 BOOMBAH BLVD	130		08/11/2023
		Comments1: NW CEDAR					
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231477	1302 SPRING ST	188		08/17/2023
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231478	1142 TAUS CIR	128		08/30/2023
BC		001-PPS PRE-POUR, SLAB ON GRADE	20231480	2387 FAIRFIELD AVE	494		08/15/2023
		Comments1: KARISSA 779-279-4045					
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231483	2782 HOBBS CT	147		08/11/2023
		Comments1: MATT 469-744-7892					
JP		001-ROF ROOF UNDERLAYMENT ICE & W	20231484	407 E SPRING ST			08/17/2023
JP		001-ROF ROOF UNDERLAYMENT ICE & W	20231488	1294 MISTWOOD CT	161		08/21/2023
		Comments1: ZACH					
JP		002-ROF ROOF UNDERLAYMENT ICE & W					08/22/2023
		Comments1: GARAGE ROOF - PASS					
JP		001-ROF ROOF UNDERLAYMENT ICE & W	20231489	2781 GAINS CT	190		08/11/2023
PR		PM 001-ESW ENGINEERING - SEWER / WAT	20231491	804 BRISTOL AVE	3		08/17/2023
		Comments1: JOHN 815-414-8100					
GH	12:00	002-FTG FOOTING					08/18/2023
		Comments1: SOPRIS JOHN 630-546-8057					
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231494	1123 REDWOOD DR	49		08/17/2023
		Comments1: JEFF 303-505-4328					
BC	09:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231498	1220 EVERGREEN LN			08/28/2023
		Comments1: EXTREME					
BC		PM 001-PHF POST HOLE - FENCE	20231499	1953 PRAIRIE ROSE LN	97		08/30/2023
		Comments1: CLASSIC					
JP	14:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231500	204 RIVER ST			08/25/2023
		Comments1: EXTREME EXTERIORS					
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231501	309 E ORANGE ST			08/18/2023
		Comments1: JERRY 312-401-6515					
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231503	924 STONY CREEK LN	68		08/18/2023
		Comments1: LUKE					
BC		002-FIN FINAL INSPECTION					08/22/2023
		Comments1: ROOF					

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20231504	1306 SPRING ST	187		08/21/2023
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: LARRY, COMPLETED ROOF	20231506	212 W KENDALL DR			08/15/2023
JP	11:00	002-ROF ROOF UNDERLAYMENT ICE & W				08/15/2023	
BC	_____ PM	001-PHF POST HOLE - FENCE Comments1: EARLY -- CLASSIC FENCE	20231507	568 POPLAR DR	151		08/28/2023
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: MWK CONSTRUCTION, PARTIAL	20231509	1094 REDWOOD DR	52		08/11/2023
JP	_____	002-ROF ROOF UNDERLAYMENT ICE & W					08/11/2023
GH	_____ AM	001-PPS PRE-POUR, SLAB ON GRADE Comments1: PATIO AND DRIVEWAY BORDER -- JUAN 630-67 Comments2: 5-8810 PIN PATIO TO FOUNDATION, ADJUST A Comments3: PRON TO ALLOW FOR 6" OF CONCRETE	20231510	2726 ELLORY CT	139		08/11/2023
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: O'DANNY BOY	20231511	217 W KENDALL DR	16		08/22/2023
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: JE ROOFING 708-889-1390	20231518	506B POWERS CT			08/29/2023
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: TOM 630-675-8858	20231519	864 HEARTLAND DR			08/21/2023
BC	_____	001-PHF POST HOLE - FENCE Comments1: PERLA	20231520	3089 GRANDE TR	551	08/31/2023	
JP	09:30	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: O'DANNY BOY	20231521	217 DICKSON CT	23		08/21/2023
JP	_____	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: HIGGINS AND SONS	20231524	561 W BARBERRY CIR	48		08/30/2023
GH	11:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ZACH 331-442-3312	20231525	2846 KETCHUM CT	211		08/28/2023
JP	_____	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ZACH	20231526	406 E PARK ST			08/21/2023
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231528	211 E SOMONAUK ST			08/25/2023
JP	_____	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ZACH PARTIAL - HOUSE - PASS, GARAGE 8/22	20231529	421 E SPRING ST			08/21/2023

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____	002-ROF ROOF UNDERLAYMENT ICE & W					08/22/2023
JP	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20231530	413 E ELM ST			08/22/2023
		Comments1: ZACH 331-442-3312					
JP	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20231531	423 E SPRING ST	4		08/21/2023
		Comments1: ZACH					
PR	14:00	001-RFR ROUGH FRAMING	20231533	1997 SWITCHGRASS LN	142		08/23/2023
		Comments1: REMODEL -- JEFF 630-750-3602					
PR	14:00	002-REL ROUGH ELECTRICAL					08/23/2023
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231538	305 W WASHINGTON ST			08/22/2023
JP	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20231539	786 ARROWHEAD DR	17		08/25/2023
		Comments1: REUBEN					
GH	09:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231540	2805 SILVER SPRINGS CT	242		08/18/2023
		Comments1: LIFETIME					
JP	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20231545	4274 E MILLBROOK CIR	280		08/11/2023
JP	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20231546	2839 KETCHUM CT	218		08/11/2023
JP	11:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231559	1863 WALSH DR	58		08/29/2023
		Comments1: JOEPH JAMES					
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231561	310 MILL ST			08/25/2023
		Comments1: REUBEN					
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231563	2792 GAINS CT	186		08/25/2023
		Comments1: JR 708-690-8423					
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231564	443 TWINLEAF TR	86		08/30/2023
		Comments1: STEPHANIE					
JP	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20231566	603 GREENFIELD TURN	79		08/25/2023
JP	11:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231571	2796 GAINS CT	185		08/17/2023
		Comments1: BOXER					
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231572	1209 WALSH DR	124		08/25/2023
		Comments1: MARINA 630-898-2090					
JP	13:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231577	622 BIRCHWOOD DR	151		08/31/2023
		Comments1: REUBEN					

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____	002-ROF ROOF UNDERLAYMENT ICE & W					08/31/2023
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: CITY WIDE HOME EXTERIORS	20231580	2064 DEERPOINT LN	162		08/18/2023
JP	14:00	001-PHF POST HOLE - FENCE Comments1: MARIA	20231581	2268 MEADOWVIEW LN	11		08/25/2023
JP	_____	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: JJ	20231583	1102 HAMPTON LN			08/31/2023
JP	08:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ACE	20231584	601 CENTER PKWY			08/18/2023
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ARRIVED FOR INSP, NO CREW ON SITE, NO CA Comments2: NCELLATION	20231585	2746 CRANSTON CIR	114		08/25/2023
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: JJ	20231586	120 STRAWBERRY LN			08/29/2023
JP	11:30	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: DAWN	20231589	1036 HOMESTEAD DR	32		08/22/2023
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ELIZABETH 630-631-7556	20231590	2835 KETCHUM CT	217		08/30/2023
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: RAMONE	20231594	112 CLAREMONT CT	35		08/30/2023
GH	10:30	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: RAMONE 630-808-9302	20231595	2721 POTTER CT	142		08/28/2023
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231600	415 E. SPRING ST.	8		08/22/2023
JP	_____ AM	001-PPS PRE-POUR, SLAB ON GRADE Comments1: PATIO -- JUSTIN 331-643-8738	20231604	2602 SEELEY ST	752		08/23/2023
BC	_____ AM	001-FIN FINAL INSPECTION Comments1: POOL AND DECK -- BIG LOU	20231612	2389 IROQUOIS LN	6	08/31/2023	
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ABC	20231618	224 HILLCREST AVE			08/30/2023
PR	_____	001-OCC OCCUPANCY INSPECTION Comments1: SEE INSPECTION REPORT	20231627	7481 MILL RD			08/22/2023
GH	10:00	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: ADVOCATE	20231637	222 W ELIZABETH ST			08/28/2023

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____ PM	001-ESW ENGINEERING - SEWER / WAT	20231653	803 FREEMONT ST	45		08/29/2023
		Comments1: JOHN 815-414-8100					
BC	_____ AM	001-FIN FINAL INSPECTION	20231656	322 W KENDALL DR	26	08/31/2023	
		Comments1: POOL -- SARAH 630-540-6810					
BC	_____ AM	002-TRN TRENCH - (GAS, ELECTRIC,				08/31/2023	
BC	_____ AM	001-PHF POST HOLE - FENCE	20231672	410 E SPRING ST			08/30/2023
		Comments1: LATE AM -- CLASSIC FENCE					
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231673	1934 CONEFLOWER CT	147		08/30/2023
		Comments1: BOBBY 630-888-9461					
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231678	1016 JOHN ST	12		08/31/2023
BC	11:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231679	904 E SPRING ST			08/28/2023
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231733	856 PARKSIDE LN	186	08/31/2023	
		Comments1: ISRAEL 630-551-5466					
JP	09:30	001-ROF ROOF UNDERLAYMENT ICE & W	20231741	2832 SHERIDAN CT	197		08/31/2023
		Comments1: JEREMY					

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
-----							
PERMIT TYPE SUMMARY:		ADD ADDITION				9	
		AGP ABOVE-GROUND POOL				6	
		ANT ANTENNA / TOWER				1	
		BDO COMMERCIAL BUILD-OUT				6	
		BSM BASEMENT REMODEL				21	
		CCO COMMERCIAL OCCUPANCY PERMIT				2	
		COM COMMERCIAL BUILDING				11	
		CON CONCRETE PAD				1	
		DCK DECK				25	
		DRV DRIVEWAY				1	
		EVS ELECTRIC VEHICLE CHARGING STAT				2	
		FNC FENCE				26	
		FOU FOUNDATION				10	
		GAZ GAZEBO				1	
		IGP IN-GROUND POOL				5	
		MIS MISCELLANEOUS				1	
		MSC MISCELLANEOUS				3	
		PRG PERGOLA				1	
		PTO PATIO / PAVERS				12	
		PVR PAVER				3	
		REM REMODEL				6	
		ROF ROOFING				155	
		RPZ RPZ - BACKFLOW PREVENTION				2	
		RS ROOFING & SIDING				12	
		SDW SIDEWALK				3	
		SFA SINGLE-FAMILY ATTACHED				246	
		SFD SINGLE-FAMILY DETACHED				555	
		SGN SIGN				2	
		SHD SHED/ACCESSORY BUILDING				1	
		SOL SOLAR PANELS				31	
		SPA SAUNA / HOT TUB				1	
		WIN WINDOW REPLACEMENT				2	
INSPECTION SUMMARY:		ADA ADA ACCESSIBLE WALK WAY				5	
		BG BASEMENT AND GARAGE FLOOR				12	
		BGS BASEMENT GARAGE STOOPS				4	
		BKF BACKFILL				24	
		BND POOL BONDING				2	
		BSM BASEMENT FLOOR				6	
		CRB CURB CUT				1	
		DMW DEMISING WALL				12	
		EFL ENGINEERING - FINAL INSPECTION				50	
		ELS ELECTRIC SERVICE				5	
		ELU ELECTRICAL - UNDERSLAB				11	
		EPW ENGINEERING- PUBLIC WALK				12	
		ESW ENGINEERING - SEWER / WATER				30	
		FEL FINAL ELECTRIC				50	

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
		FIN FINAL INSPECTION				90	
		FMC FINAL MECHANICAL				36	
		FOU FOUNDATION				35	
		FTG FOOTING				26	
		GAR GARAGE FLOOR				23	
		GPL GREEN PLATE INSPECTION				37	
		INS INSULATION				45	
		MIS MISCELLANEOUS				3	
		OCC OCCUPANCY INSPECTION				3	
		PH POST HOLES / PILES				4	
		PHD POST HOLE - DECK				10	
		PHF POST HOLE - FENCE				22	
		PLF PLUMBING - FINAL OSR READY				35	
		PLR PLUMBING - ROUGH				56	
		PLU PLUMBING - UNDERSLAB				28	
		PPS PRE-POUR, SLAB ON GRADE				27	
		PTO PREPOUR BASE FOR PATIO				6	
		PWK PRIVATE WALKS				2	
		REI REINSPECTION				30	
		REL ROUGH ELECTRICAL				52	
		RFR ROUGH FRAMING				61	
		RMC ROUGH MECHANICAL				47	
		ROF ROOF UNDERLAYMENT ICE & WATER				157	
		RST FIRE OR DRAFT STOPPING				3	
		STP STOOPS				41	
		SUM SUMP				2	
		TRN TRENCH - (GAS, ELECTRIC, ETC)				1	
		WAT WATER				12	
		WK SERVICE WALK				16	
		WKS PUBLIC & SERVICE WALKS				26	
		WSS WATER & STORM SEWER				3	

INSPECTOR SUMMARY:

BC	BOB CREADEUR	174
BF	B&F INSPECTOR CODE SERVICE	172
BKF	BRISTOL KENDALL FIRE DEPT	1
ED	ERIC DHUSE	52
GH	GINA HASTINGS	331
JB	JON BAUER	6
JP	JOHN PETRAGALLO	218
PBF	PLUMBER	159
PR	PETER RATOS	48
PW		2

STATUS SUMMARY:

A	JP	1
A	PR	3
C	BC	29

INSPECTIONS SCHEDULED FROM 08/01/2023 TO 08/31/2023

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
		C	BF			21	
		C	ED			44	
		C	GH			59	
		C	JB			1	
		C	JP			9	
		C	PBF			27	
		C	PR			9	
		C	PW			1	
		I	BC			145	
		I	BF			151	
		I	BKF			1	
		I	ED			5	
		I	GH			272	
		I	JB			4	
		I	JP			207	
		I	PBF			132	
		I	PR			36	
		I	PW			1	
		T	ED			3	
		T	JB			1	
		V	JP			1	

REPORT SUMMARY:

1,163



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #3

Tracking Number

EDC 2023-41

### Agenda Item Summary Memo

**Title:** Property Maintenance Report for August 2023

**Meeting and Date:** Economic Development Committee – October 3, 2023

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Informational

**Council Action Requested:** None

**Submitted by:** Pete Ratos Community Development  
Name Department

#### Agenda Item Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Memorandum

To: Economic Development Committee  
From: Pete Ratos, Code Official  
CC: Bart Olson, Krysti Barksdale-Noble, Jori Behland  
Date August 31, 2023  
Subject: August Property Maintenance

---

## Property Maintenance Report August 2023

There was 1 case heard in August 2023.

**8/21/2023**

N 3718

2962 Old Glory Dr

Certain Weeds

Liabale \$500



# Case Report

8/1/2023 - 8/31/2023

Case #	Case Date	ADDRESS OF COMPLAINT	TYPE OF VIOLATION	STATUS	VIOLATION LETTER SENT	FOLLOW UP STATUS	CITATION ISSUED	DATE OF HEARING	POSTED	FINDINGS	PUBLIC WORKS TO MOW
20230238	8/30/2023	544 Redbud	Permit Required	TO BE INSPECTED							
20230237	8/30/2023	1965 S Bridge St	Dumping	IN VIOLATION							
20230236	8/29/2023	4400 Block Tampa Dr	Construction Noise	TO BE INSPECTED							
20230235	8/29/2023	1962 Meadowlark	Grass/Weeds Height	IN VIOLATION							
20230234	8/25/2023	1652 N Beecher Rd	Tampering With Citys Water Supply	IN VIOLATION							
20230233	8/24/2023	8445 Ryan Dr	Water Restrictions	CLOSED		COMPLIANT					
20230232	8/23/2023	2105 Tremont Ave	Obstruction of Public Way	IN VIOLATION			8/23/2023	9/25/2023			
20230231	8/23/2023	2111 Tremont Ave	Obstruction of Public Way	IN VIOLATION			8/23/2023	9/25/2023			
20230230	8/23/2023	2125 Tremont Ave	Obstruction of Public Way	IN VIOLATION			8/23/2023	9/25/2023			
20230229	8/23/2023	301 E Main St	Working W/O Permit	IN VIOLATION							
20230228	8/23/2023	104 W	Trash	CLOSED		COMPLIANT					
20230227	8/21/2023	212 Windham Cir	Grass/Weeds Height	IN VIOLATION			8/31/2023	10/2/2023	8/21/2023		
20230226	8/21/2023	15 Cannonball Trl	Grass/Weeds Height	IN VIOLATION							
20230225	8/14/2023	374 Poplar	Grass/Weeds Height	CLOSED		COMPLIANT					
20230224	8/14/2023	200 Blk Burnett	Tampering With Citys Water Supply System	IN VIOLATION			8/15/2023	9/18/2023			
20230223	8/14/2023	621 Omaha	Inoperable Vehicle	CLOSED		COMPLIANT					
20230222	8/11/2023	2389 Iroquois Lane	Permit Violation Pool and Deck	CLOSED		COMPLIANT					
20230221	8/11/2023	2400 Blk Fairfield	Obstructing Public Way	IN VIOLATION			8/11/2023	9/11/2023			
20230220	8/11/2023	374 Poplar Dr	Grass/Weeds Height	CLOSED		COMPLIANT					

20230219	8/9/2023	107 E Stagecoach	Grass/Weeds Height	IN VIOLATION							
20230218	8/9/2023	1207-1211 N Bridge St	Unsafe Conditions	TO BE INSPECTED							
20230217	8/9/2023	555 Bluestem	Grass/Weeds Height	IN VIOLATION			8/16/2023	9/18/2023			
20230216	8/7/2023	2411 Wythe Place	Grass/Weeds Height	CLOSED					COMPLIANT		
20230215	8/3/2023	502 Windett Ridge Rd	Watering Outside of Allowed Hours	CLOSED					COMPLIANT		
20230214	8/3/2023	171 Willoughby Ct. Unit D	Exterior Structure Conditions	CLOSED					COMPLIANT		
20230213	8/3/2023	4512 Marquette St	Litter/Debris	IN VIOLATION							
20230212	8/2/2023	Church/Spring	Tampering W/ City's Water Supply Without Authorization	IN VIOLATION			8/1/2023	9/11/2023			
20230211	8/2/2023	208-210 S Bridge St	Litter/Garbage Lewd Behavior	CLOSED					COMPLIANT		
20230210	8/2/2023	204-208	Garbage	CLOSED					COMPLIANT		
20230209	8/2/2023	02-11-400-019 W OF	Grass/Weeds Height	CLOSED					COMPLIANT		
20230208	8/1/2023	301 Jackson St	Unsafe Conditions	CLOSED							
20230207	8/1/2023	RAILROAD ROW IN SEC	Grass/Weeds Height	CLOSED					COMPLIANT		
20230206	8/1/2023	02-33-154-013	Grass/Weeds Height	CLOSED					COMPLIANT		
20230205	8/1/2023	Bristol Bay	Snipe Signs	CLOSED					COMPLIANT		

Total Records: 34

8/31/2023



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #4

Tracking Number

EDC 2023-42

### Agenda Item Summary Memo

**Title:** Economic Development Report for September 2023

**Meeting and Date:** Economic Development Committee – October 3, 2023

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Informational

**Council Action Requested:** None

**Submitted by:** Bart Olson Administration  
Name Department

#### Agenda Item Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



651 Prairie Pointe Drive • Yorkville, Illinois • 60560  
Phone 630-209-7151

Monthly Report – October 2023 EDC Meeting of the United City of Yorkville

**September 2023 Previously Reported Updates:**

- **EarthWise Pet and Groom Bar – 472 E Veterans Parkway:** Yorkville residents **Josh and Sarah Lopez**, are the local owners of EarthWise Pet and Groom Bar. They will occupy 3,635 square feet of this center, which is located immediately east of Chipotle. EarthWise Pet promotes wellness by offering only high-quality foods and products. The passionate nutrition team at EarthWise Pet ensures that pet parents can feel good about any product they pick from their shelves. Their Certified Pet Dietitians will be available to advise customers on their pet's specific nutrition needs. Private self-wash rooms will be available, and the in-store Groom Bar Spa will pamper pups. **Josh and Sarah** look forward to serving the pets in our community because, after all, pets are family. They plan to open for grooming on October 16<sup>th</sup>, and the retail store will open on October 27<sup>th</sup>.
- **Ice Cream Place – 1439 Cannonball Trail – Town Crossing Plaza:** Owner **Areli Perez** has decided to expand her business. This business currently operates in 1,500 square feet. They will be expanding into the 1,050 square feet space immediately adjacent to the north. They are creating a party room, and will offer new ice cream selections. The space officially opened on September 20<sup>th</sup>.
- **Little Loaf Bakehouse – 101 Center Street:** Yorkville resident and 2014 YHS Graduate **Bailey Knapp**, is opening Little Loaf Bakehouse at 101 W. Center Street, later this summer. Little Loaf Bakehouse will be an upscale French/ American bakehouse with the focus on pastries and coffee for the morning rush, and eventually offering a small plate menu for lunch and dinner. Cocktails will be available, and items will be offered for carry out or dine in. They will also offer pre-ordering for large orders of pastries or for cakes and breads, and wholesale prices will be offered to businesses who have standing accounts. Opening is targeted for the end of October 2023.
- **Scooter's Coffee - 28 E. Schoolhouse - Cozy Corner Development (SE corner of Route 47 & Route 126):** Business opened on September 13<sup>th</sup>, and their ribbon cutting is scheduled for September 29<sup>th</sup>. John, Jason and Hope Huff (J&J Investments) purchased the property in Dec 2022. This family has extensive experience in building and developing, and their company the "Midwest Brew Crew".
- **Fox Valley Orthopedics – 1500 Sycamore Road:** FVO is scheduled to open on October 4<sup>th</sup>. There is also a ribbon cutting event planned for later in the month of October. Fox Valley Orthopedics is dedicated to the communities they serve, and are eager to bring this full-service orthopedic practice to Yorkville.
- **The VAULT: 220 S Bridge Street – Downtown Yorkville:** This former home to Paradise Cove, is going through a major transformation to become a new dining establishment called "The Vault". Yorkville restaurateurs and owners **Denise & Mike Siddon**, are developing a new concept at the location. Opening is planned for October 2023. Hiring has begun for this new location.
- **Station One Smokehouse – 524 E. Kendall – Kendall Crossing:** Family-owned, family-friendly, central Texas-style barbecue restaurant will open at Kendall Crossing. Construction is well underway. There are two additions that are being built onto the building, at this time. The 700 square foot east addition, is being built to house the smokers for the business. The 1,500 square foot west addition, and will become a "three seasons room" for customer seating. The opening will take place in fall 2023. Learn more about award winning Station One Smokehouse at [www.stationonesmokehouse.com](http://www.stationonesmokehouse.com)
- **QuikTrip – Located at the northeast corner of Routes 47 and 71:** This is the new developer/business who has this property under contract. While the property has been rezoned to B3, QuikTrip is beginning the process to have their site plan, and "special use" approved. QuikTrip is new to Illinois, but NOT a new company. It is a privately held company that was founded in 1958 and is based in Tulsa, Oklahoma. QuikTrip has grown to more than an \$11 billion company, with more than 900 stores in 14 states. They have over 24,000 employees nationwide. Opening of Yorkville's QuikTrip is slotted for summer of 2024.
- **Automotive Mechanic Shop – Lot 1 Fountain Village – Eleno Silva**, the owner of Martini Banquets, has purchased the lot immediately south of Ground Effects on Route 47. He is building a new single tenant 5,800 square foot building that will be the home to an auto mechanic shop. The building permit has been issued, and construction is scheduled to begin in early October. The name of the business will be disclosed at a late time. The business will open in 2024.
- **Gerber Collision & Glass - 1203 N. Bridge Street:** Gerber has submitted necessary plans and has applied for the permits to demo the existing building, and build an entirely new facility. It will take approximately 10 months to complete the project. Opening is planned for summer 2024. **Special thank you to "Gerber" for working with both BKFD (fire), and the Kendall County SRT Team (police). Both have been able to utilized the building prior to demo, for training.**
- **Continue working with a variety of other potential business owners.** There are a variety of parties doing due diligence on space to lease and buildings and land to purchase. Information will be forthcoming.

Respectfully submitted,  
Lynn Dubajic Kellogg  
651 Prairie Pointe Drive  
Yorkville, IL 60560  
[lynn@dlkllc.com](mailto:lynn@dlkllc.com)  
630-209-7151 cell



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #5

Tracking Number

EDC 2023-43

### Agenda Item Summary Memo

**Title:** PZC 2023-12 Kendall Marketplace – Commercial Units 4 & 5 (Final Plat)

**Meeting and Date:** Economic Development Committee – October 3, 2023

**Synopsis:** Proposed final plat of resubdivision request for Kendall Marketplace Units 4 & 5

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Krysti J. Barksdale-Noble Community Development  
Name Department

#### Agenda Item Notes:

See attached memo.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

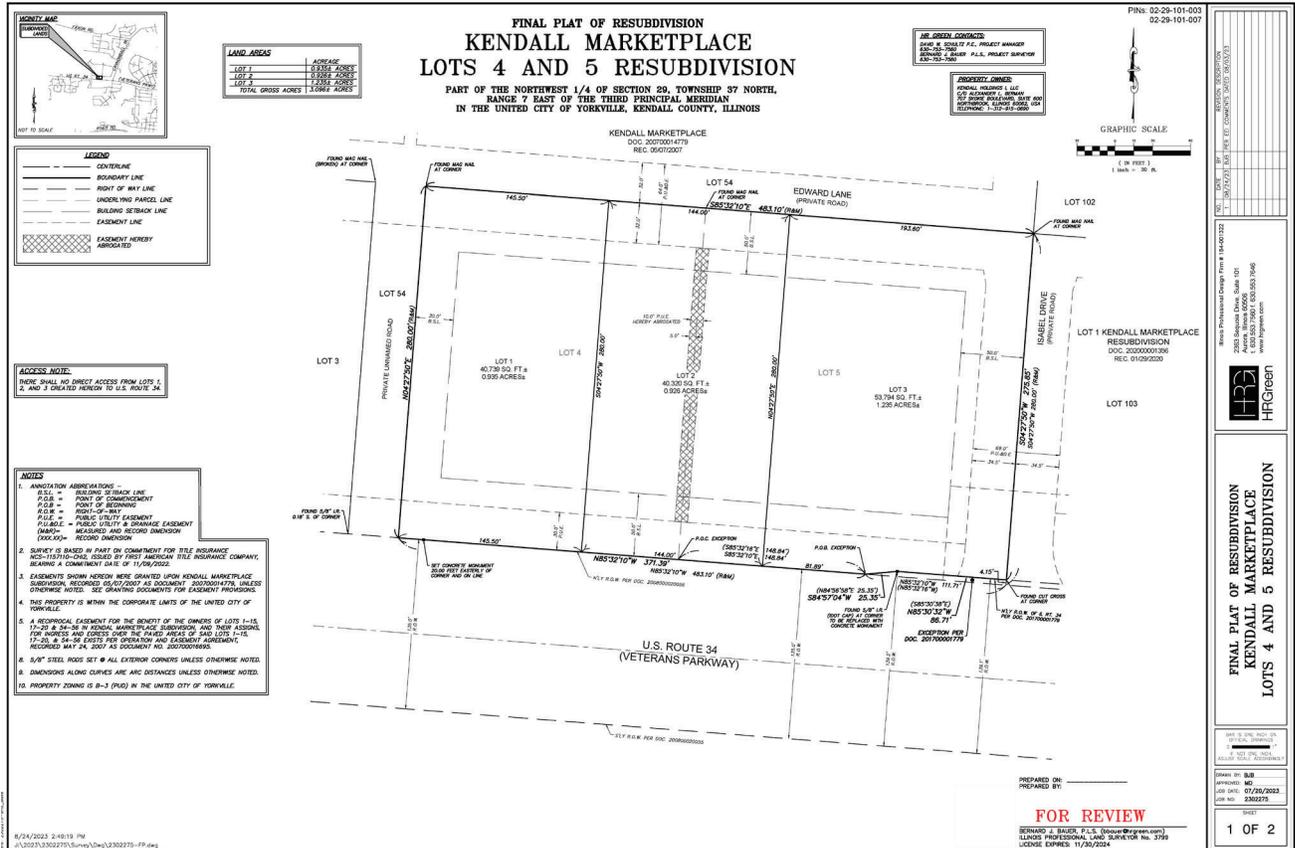


# Memorandum

To: Economic Development Committee  
 From: Krysti J. Barksdale-Noble, Community Development Director  
 CC: Bart Olson, City Administrator  
 Date: September 2, 2023  
 Subject: **PZC 2023-12 Kendall Marketplace Commercial – Lots 4 & 5**  
 Final Plat of Resubdivision

## PROPOSED REQUEST:

The petitioner, Alexander L. Berman, on behalf of Kendall Holdings I, LLC, is seeking final plat of resubdivision approval for Lots 4 & 5 of the Kendall Marketplace Commercial Development. The lots, consisting of approximately 3 acres, are proposed to be resubdivided into three (3) new ~1-acre parcels and abrogate an existing ten (10) foot public utility easement. Platted as new commercial out lots located at the northwest corner of US Route 34 and Isabel Drive, the lots will have access from Edward Lane and utilized for future commercial land users with appropriately sized lots within the larger retail development.



**PROPERTY SUMMARY:**

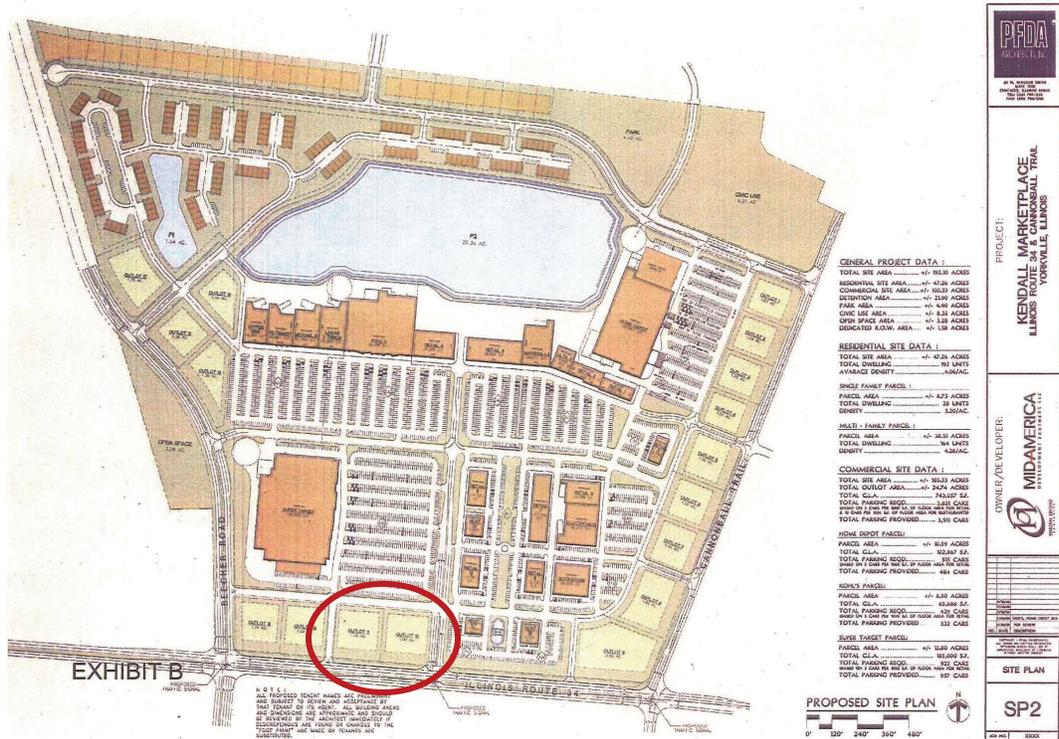
The subject property is currently zoned as B-3 General Business District as part of the Kendall Marketplace Planned Unit Development (PUD). The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	B-3 General Business District	Kendall Marketplace
East	B-3 General Business District	Kendall Marketplace
	R-4 General Multi-Family Residence District R-3 One-Family (Kendall County)	Cedarhurst Senior Living Facility Oak Knolls Subdivision
South	B-1 Local Business District O Office District	Kendall County Government Center
West	B-3 General Business District	Kendall Marketplace
	A-1 Agricultural (Kendall County)	Undeveloped/Farmland

**EXISTING DEVELOPMENT AGREEMENT:**

The Development Agreement (Ord. 2006-125) for Kendall Marketplace states per Article II of the Development Agreement (Ord. 2006-125) for Kendall Marketplace, “[t]he development of the property shall be generally pursuant to the Conceptual Plans attached hereto and incorporated herein as Exhibit B” (shown on the next page with subject parcels ).

The original conceptual plan illustrates two (2) lots to contain one retail building each. While the proposed three (3) lot layout is slightly different, the proposed final plat of resubdivision generally keeps with the intent of the original concept plan of one retail building per lot and does not deviate from the plan’s original intent.



**STAFF COMMENTS:**

The proposed Final Plat of Resubdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments, dated September 7, 2023, found that the submitted plans were in conformance with the City's regulations.

Based upon the review of the proposed Final Plat of Subdivision of Kendall Marketplace Lots 4 and 5, staff believes the submitted plans are consistent with the approved conceptual site plan and the current subdivision control regulations. The proposed final plat is scheduled for Planning and Zoning Commission review on October 11, 2023. A recommendation will be forwarded to the City Council for consideration at the October 24, 2023 regularly scheduled meeting. Staff is seeking input and comments from the Economic Development Committee.

**ATTACHMENTS:**

1. Final Plat of Subdivision Application
2. Final Plat of Resubdivision date revised August 24, 2023 and response letter dated 8-31-23
3. EEI Review Comments dated September 7, 2023



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 FINAL PLAT/REPLAT

## INTENT AND PURPOSE

The purpose of this application is to allow land to be divided and distributed in a way that conforms to the City of Yorkville's standards. The process for applying for a final plat or replat allows for the review of a proposed layout of divided lots and establishes standard design specification to ensure adequate roadways for safe and efficient traffic circulation is provided; safeguard against flood damage; promotes access and availability of utilities; and requires the provision of other necessary public improvements.

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

For a complete explanation of what is legally required throughout the process, please refer to "Title 11 Subdivision Control" 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 and proposed drawings. 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 outside consultant costs (i.e. legal review, engineering review, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

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

### STEP

# 2

### PLAN COUNCIL

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

***This step is dependent on the complexity of the request and may be skipped at the discretion of staff.***

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.



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

# APPLICATION FOR FINAL PLAT/REPLAT

## STEP 3

### ECONOMIC DEVELOPMENT COMMITTEE

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

The petitioner must present the proposed plat 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 plat to the Planning and Zoning Commission. The Planning and Zoning Commission will discuss the request and make a recommendation to City Council.

## 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 plat will be considered. City Council will make the final approval of the plat. 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.

## 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

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

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.



United City of Yorkville  
800 Game Farm Road  
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# APPLICATION FOR FINAL PLAT/REPLAT

## 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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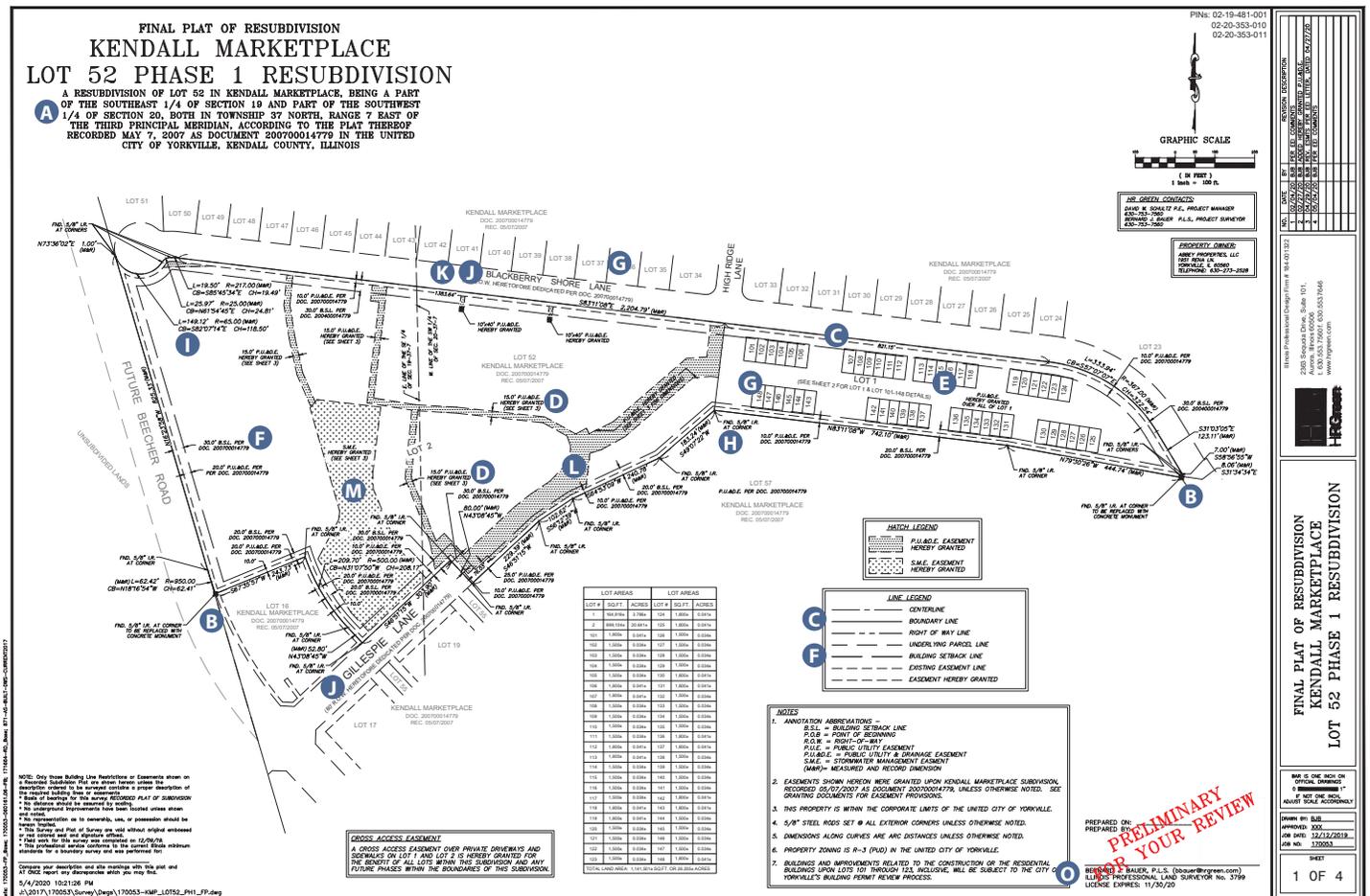
# APPLICATION FOR FINAL PLAT/REPLAT

## REQUIRED MATERIALS FOR FINAL PLAT OR SUBDIVISION PLAT

The following information must be shown on all final plats and final plats of resubdivision:

- A** Legal Description
- B** Monuments
- C** Exterior Boundary Lines
- D** Widths
- E** Lot Lines
- F** Setback Lines
- G** Consecutive Numbering & Lettering
- H** Lot Angles
- I** Circular Curves
- J** Street Names
- K** Abutment
- L** Dedicated Lands
- M** Watercourses and Drainage
- N** Access to Lake or Streams (not shown)
- O** Survey
- P** Certificates of Approval (not shown)

## FINAL PLAT OF RESUBDIVISION EXAMPLE





United City of Yorkville  
 800 Game Farm Road  
 Yorkville, Illinois, 60560  
 Telephone: 630-553-4350  
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# APPLICATION FOR FINAL PLAT/REPLAT

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 = \$ _____ <small># of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount</small>		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 = \$ _____ <small># of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount</small>		Total: \$
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres  _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ <small># of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount</small>		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 checked="" type="checkbox"/> \$500.00		Total: \$ 500.00
<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 checked="" type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres		Total: \$ 2,500.00
<b>TOTAL AMOUNT DUE:</b>			3,000.00





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# APPLICATION FOR FINAL PLAT/REPLAT

## ATTORNEY INFORMATION

NAME: Jamie L. Romick

COMPANY: Greenberg Traurig, LLP

MAILING ADDRESS: 77 West Wacker Drive, Suite 3100

CITY, STATE, ZIP: Chicago, IL 60601

TELEPHONE: 312-476-5020

EMAIL: jamie.romick@gtlaw.com

FAX: 312-896-5150

## ENGINEER INFORMATION

NAME: David Schultz

COMPANY: HR Green, Inc.

MAILING ADDRESS: 2363 Sequoia Drive, #101

CITY, STATE, ZIP: Aurora, IL 60506

TELEPHONE: 630-708-5002

EMAIL: dschultz@hrgreen.com

FAX: 713-965-0044

## LAND PLANNER/SURVEYOR INFORMATION

NAME: Bernie Bauer

COMPANY: HR Green, Inc.

MAILING ADDRESS: 2363 Sequoia Drive, #101

CITY, STATE, ZIP: Aurora, IL 60506

TELEPHONE: 630-708-5033

EMAIL: bbauer@hrgreen.com

FAX: 713-965-0044

## ATTACHMENTS

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

## AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

PETITIONER SIGNATURE

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

OWNER SIGNATURE



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 800 Game Farm Road  
 Yorkville, Illinois, 60560  
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# APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NAME:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 978 Edward Lane and 1575 Isabel Drive
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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: Alexander L. Berman	COMPANY: Kendall Holdings I, LLC
MAILING ADDRESS: 707 Skokie Blvd., #600	
CITY, STATE, ZIP: Northbrook, IL 60062	TELEPHONE: 312-915-0690
EMAIL: aberman@gwdglobal.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.

Alexander L. Berman

PRINT NAME

SIGNATURE\*

PRESIDENT

TITLE

7/24/23

DATE

*\*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)*

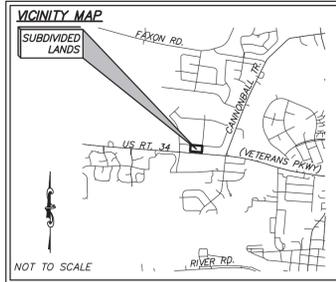
**INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS**

<b>ENGINEERING DEPOSITS:</b>		<b>LEGAL DEPOSITS:</b>	
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		

# FINAL PLAT OF RESUBDIVISION KENDALL MARKETPLACE LOTS 4 AND 5 RESUBDIVISION

PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH,  
RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN  
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

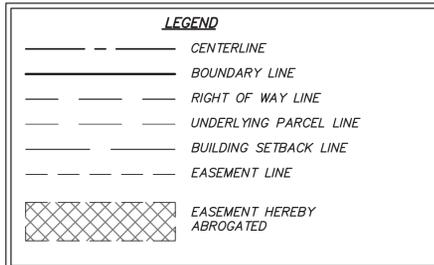
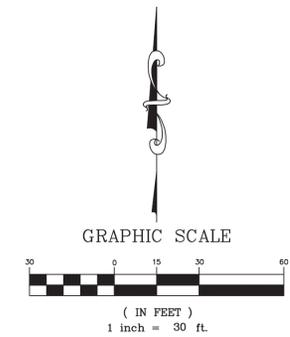
PINs: 02-29-101-003  
02-29-101-007



LAND AREAS	ACREAGE
LOT 1	0.935± ACRES
LOT 2	0.926± ACRES
LOT 3	1.235± ACRES
TOTAL GROSS ACRES	3.096± ACRES

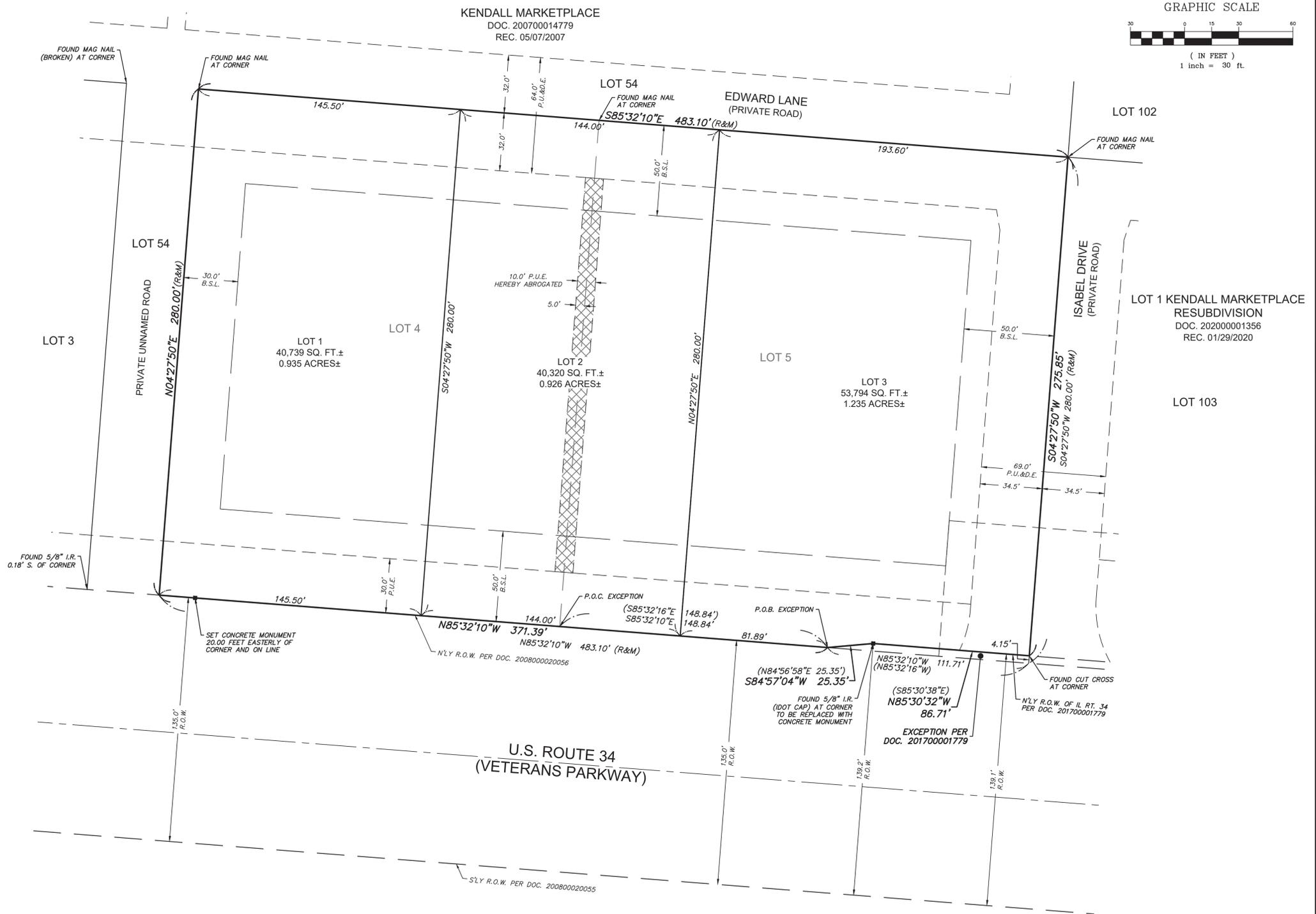
**HR GREEN CONTACTS:**  
DAVID W. SCHULTZ P.E., PROJECT MANAGER  
630-753-7560  
BERNARD J. BAUER P.L.S., PROJECT SURVEYOR  
630-753-7560

**PROPERTY OWNER:**  
KENDALL HOLDINGS I, LLC  
C/O ALEXANDER L. BERMAN  
707 SKOKIE BOULEVARD, SUITE 600  
NORTHBROOK, ILLINOIS 60062, USA  
TELEPHONE: 1-312-915-0690



**ACCESS NOTE:**  
THERE SHALL NO DIRECT ACCESS FROM LOTS 1, 2, AND 3 CREATED HEREON TO U.S. ROUTE 34.

- NOTES**
- ANNOTATION ABBREVIATIONS -  
B.S.L. = BUILDING SETBACK LINE  
P.O.B. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
R.O.W. = RIGHT-OF-WAY  
P.U.E. = PUBLIC UTILITY EASEMENT  
P.U.&D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT  
(M&R) = MEASURED AND RECORD DIMENSION  
(XXX.XX) = RECORD DIMENSION
  - SURVEY IS BASED IN PART ON COMMITMENT FOR TITLE INSURANCE NCS-1157110-CH12, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, BEARING A COMMITMENT DATE OF 11/09/2022.
  - EASEMENTS SHOWN HEREON WERE GRANTED UPON KENDALL MARKETPLACE SUBDIVISION, RECORDED 05/07/2007 AS DOCUMENT 200700014779, UNLESS OTHERWISE NOTED. SEE GRANTING DOCUMENTS FOR EASEMENT PROVISIONS.
  - THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE.
  - A RECIPROCAL EASEMENT FOR THE BENEFIT OF THE OWNERS OF LOTS 1-15, 17-20 & 54-56 IN KENDALL MARKETPLACE SUBDIVISION, AND THEIR ASSIGNS, FOR INGRESS AND EGRESS OVER THE PAVED AREAS OF SAID LOTS 1-15, 17-20, & 54-56 EXISTS PER OPERATION AND EASEMENT AGREEMENT, RECORDED MAY 24, 2007 AS DOCUMENT NO. 200700016695.
  - 5/8" STEEL RODS SET @ ALL EXTERIOR CORNERS UNLESS OTHERWISE NOTED.
  - DIMENSIONS ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
  - PROPERTY ZONING IS B-3 (PUD) IN THE UNITED CITY OF YORKVILLE.



NO.	DATE	BY	REVISION DESCRIPTION
1	08/24/23	BJB	PER ECI COMMENTS DATED 08/03/23

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



FINAL PLAT OF RESUBDIVISION  
KENDALL MARKETPLACE  
LOTS 4 AND 5 RESUBDIVISION

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

DRAWN BY: BJB  
APPROVED: MD  
JOB DATE: 07/20/2023  
JOB NO: 2302275

PREPARED BY: \_\_\_\_\_  
PREPARED BY: \_\_\_\_\_

**FOR REVIEW**

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)  
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799  
LICENSE EXPIRES: 11/30/2024

# FINAL PLAT OF RESUBDIVISION KENDALL MARKETPLACE LOTS 4 AND 5 RESUBDIVISION

PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH,  
RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN  
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

### OWNER'S CERTIFICATE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) S.S.

THIS IS TO CERTIFY THAT \_\_\_\_\_ IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED FOREGOING SURVEYOR'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS INDICATED ON THIS PLAT AS THOROUGHFARES, STREETS, ALLEYS, AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

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

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CORPORATION NAME \_\_\_\_\_

COMPLETE ADDRESS \_\_\_\_\_

BY: \_\_\_\_\_ PRESIDENT SECRETARY \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ PRINTED NAME \_\_\_\_\_

### NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) S.S.

I, \_\_\_\_\_, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT \_\_\_\_\_ AND \_\_\_\_\_, PERSONALLY KNOW TO ME TO THE PRESIDENT AND SECRETARY OF \_\_\_\_\_, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

### COUNTY CLERK'S CERTIFICATE

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

I, \_\_\_\_\_, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN DRAWN.

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

ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COUNTY CLERK

### KENDALL COUNTY RIGHT TO FARM STATEMENT

NOTICE: KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESPECTS THE ROLE THAT FARMING CONTINUES TO PLAY IN SHAPING THE ECONOMIC VIABILITY OF THE COUNTY. PROPERTY THAT SUPPORTS THIS INDUSTRY IS INDICATED BY A ZONING INDICATOR - A-1 OR AG SPECIAL USE. ANYONE CONSTRUCTING A RESIDENCE OR FACILITY NEAR THIS ZONING SHOULD BE AWARE THAT NORMAL AGRICULTURAL PRACTICES MAY RESULT IN OCCASIONAL SMELLS, DUST, SIGHTS, NOISE, AND UNIQUE HOURS OF OPERATION THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

### CITY PLANNING AND ZONING COMMISSION CERTIFICATE

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

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

CHAIRMAN

### CITY CLERK'S CERTIFICATE

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

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, BY ORDINANCE No. \_\_\_\_\_ AT A MEETING HELD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK

### CITY ENGINEER'S CERTIFICATE

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

I, \_\_\_\_\_, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUIRED GUARANTEE COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS.

DATED AT YORKVILLE, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY ENGINEER

### EASEMENT ABROGATION APPROVALS

THE APPROVING AUTHORITIES ON SIGNING THIS DOCUMENT HEREBY RELEASE AND CONSENT TO THE RELEASE, VACATION, AND ABROGATION OF THE EASEMENTS AS SHOWN HEREON.

ACCEPTED: \_\_\_\_\_ AT&T DATE: \_\_\_\_\_

ACCEPTED: \_\_\_\_\_ COMMONWEALTH EDISON DATE: \_\_\_\_\_

ACCEPTED: \_\_\_\_\_ NICOR COMPANY DATE: \_\_\_\_\_

ACCEPTED: \_\_\_\_\_ COMCAST DATE: \_\_\_\_\_

ACCEPTED: \_\_\_\_\_ METRON DATE: \_\_\_\_\_

### CITY ADMINISTRATOR'S CERTIFICATE

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

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

CITY ADMINISTRATOR

### CITY COUNCIL CERTIFICATE

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

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

MAYOR

### I.D.O.T. CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO 765 ILCS 205/2, AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

MASOOD AHMAD, P.E., REGION 2 ENGINEER

### RECORDER'S CERTIFICATE

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

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

KENDALL COUNTY RECORDER

### DRAINAGE CERTIFICATE

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

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

OWNER (OR DULY AUTHORIZED ATTORNEY) \_\_\_\_\_ REGISTERED PROFESSIONAL ENGINEER \_\_\_\_\_

### SURVEYOR'S CERTIFICATE

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

THIS IS TO CERTIFY THAT I, BERNARD J. BAUER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003799, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

LOT 4 AND LOT 5 IN KENDALL MARKETPLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 19, 20 AND 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 7, 2007 AS DOCUMENT NUMBER 200700014779 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF LOT 5 CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED JANUARY 30, 2017 AS DOCUMENT NUMBER 201700001779, DESCRIBED AS FOLLOWS:

PART OF LOTS 1 AND 5 IN KENDALL MARKETPLACE, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER 200700014779 IN THE KENDALL COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS, USING BEARINGS AND DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83, 2011 ADJ ) COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5, THENCE SOUTH 85 DEGREES 32 MINUTES 16 SECONDS EAST 148.84 FEET ALONG THE SOUTH LINE OF SAID LOT 5 TO THE POINT OF BEGINNING, THENCE NORTH 84 DEGREES 56 MINUTES 58 SECONDS EAST 25.35 FEET, THENCE SOUTH 85 DEGREES 30 MINUTES 38 SECONDS EAST 175.00 FEET, THENCE SOUTH 76 DEGREES 12 MINUTES 34 SECONDS EAST 25.33 FEET TO THE SOUTH LINE OF SAID LOT 1, THENCE NORTH 85 DEGREES 32 MINUTES 16 SECONDS WEST 225.00 FEET ALONG THE SOUTH LINES OF LOTS 1 AND 5 TO THE POINT OF BEGINNING, SITUATED IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, STATE OF ILLINOIS.

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

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

I FURTHER CERTIFY THAT I HAVE SET ALL EXTERIOR SUBDIVISION MONUMENTS AND DESCRIBED THEM ON THIS FINAL PLAT, AND THAT ALL INTERIOR MONUMENTS SHALL BE SET AS REQUIRED BY STATUTE (ILLINOIS REVISED STATUTES 1989, CHAPTER 109 SECTION 1).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

## FOR REVIEW

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)  
ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-003799  
LICENSE EXPIRATION DATE: 11/30/2024

NO.	DATE	BY	REVISION DESCRIPTION
1	08/23/23	BJB	PER ECI COMMENTS DATED 08/03/23

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



FINAL PLAT OF RESUBDIVISION  
KENDALL MARKETPLACE  
LOTS 4 AND 5 RESUBDIVISION

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

DRAWN BY: BJB  
APPROVED: MD  
JOB DATE: 07/20/2023  
JOB NO: 2302275

SHEET  
2 OF 2



2363 Sequoia Drive | Suite 101  
Aurora, IL 60506  
**Main** 630.553.7560 + **Fax** 713.965.0044

[HRGREEN.COM](http://HRGREEN.COM)

August 31, 2023

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560

RE: Kendall Marketplace Commercial – Lots 4 and 5 (Review No.1)

Dear Ms. Barksdale-Noble

Please see below our responses to the YO2330-DR Kendall Marketplace dated August 3, 2023. Response to the comment is shown in **bold** following the original comment.

General Comment:

1. The location of the two (2) concrete monuments that will be set need to be shown.

**RESPONSE: Proposed locations of concrete monuments added, as requested.**

2. The access note needs to be revised to state, "There shall be no direct access from lots 1, 2, and 3 to U.S Rt. 34".

**RESPONSE: Revised, as requested**

3. The revised paragraph below should be used on the ownership certificate:

The undersigned hereby dedicates for public use the lands indicated on this plat as thoroughfares, streets, alleys, and public services; and hereby also reserves for any electric, gas, telephone, cable tv or other telecommunications company under franchise agreement with the United City of Yorkville, their successors and assigns, the easement provisions which are stated hereon.

**RESPONSE: Revised, as requested**

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,  
HR GREEN, INC.

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

David Schultz, P.E. LEED AP  
Project Manager

DS/cl



# Engineering Enterprises, Inc.

September 7, 2023

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560

**Re: Kendall Marketplace Commercial-Lots 4 and 5  
United City of Yorkville**

Dear Krysti:

We have reviewed the Final Plat of Resubdivision and have found it to be acceptable.

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

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

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

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

BPS

pc: Mr. Bart Olson, City Administrator (via email)  
Ms. Erin Willrett, Assistant City Administrator (via email)  
Mr. Eric Dhuse, Director of Public Works (via email)  
Mr. Pete Ratos, Building Department (via email)  
Ms. Dee Weinert, Admin Assistant (via email)  
Ms. Jori Behland, City Clerk (via email)  
Mr. Dave Schultz, HR Green (via email)  
MGS, PGW2, EEI (Via e-mail)



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input checked="" type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #6

Tracking Number

EDC 2023-44

### Agenda Item Summary Memo

**Title:** Lanceleaf Solar – Solar Farm (Annex Agr. Amend, Rezone, Variance and Special Use)

**Meeting and Date:** Economic Development Committee – October 3, 2023

**Synopsis:** Requested Annex. Agreement Amendment, Rezoning, Variance and Special Use approval for a proposed freestanding solar energy system (FSES) or “solar farm”.

**Council Action Previously Taken:**

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Krysti J. Barksdale-Noble Community Development  
 Name Department

**Agenda Item Notes:**

See attached memo.

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# Memorandum

To: Economic Development Committee  
From: Krysti Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: September 26, 2023  
Subject: **PZC 2023-13 Lanceleaf Solar (Bailey Meadows)**  
(Rezone, Special Use, Variance, Annexation Agreement Amendment)

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## **BACKGROUND AND PROJECT DESCRIPTION:**

The applicant, Cindy Larson O'Neil of Cultivate Power, on behalf of Lanceleaf Solar Project, LLC, contract leasee, is requesting rezoning, variance, and special use permit approval to construct a 5-megawatt (MW) freestanding community solar facility on a 36.8-acre parcel (PIN#02-04-100-006) located at the southwest corner of Baseline Road and Bridge Street (IL Route 47). The property is currently utilized for farming.

The subject parcel is part of the Bailey Meadows planned unit development (PUD) which was approved for a mix of residential and commercial land uses in 2004. The current proposal would amend the current Bailey Meadows annexation agreement, rezone the property to A-1 Agricultural District, permit the solar facility as a special use, and allow a variance to decrease the minimum distance between the ground and the solar panels to align with industry standards, typically two (2) feet.







The proposed community solar farm area will be located on approximately 21 acres of the 36.8-acre parcel and consist of 7,266 modules on 81 arrays totaling nearly 40,000 linear feet of racking. The system will include two (2) inverters and two (2) transformers with 115 tracker motors. The petitioner will enter a twenty (20) year lease with the property owner to operate the proposed community solar farm. The lease term will commence after a two (2) year construction period and has an option to be extended 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 (FSES) 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/Clearance***

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 stated that the maximum solar array height, including trackers/racking/string inverters, is approximately 12 feet at maximum tilt. Additionally, the petitioner proposes a minimum solar array clearance as 24 inches (approximately 2 feet). Below is a photograph of a typical solar array and inverter layout, provided by the petitioner.

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.

#### ***Variance***

The petitioner is requesting a variance to this regulation to reduce the clearance to two (2) feet. The petitioner has provided the reasoning behind this request as the maintenance on the panels at the 10-foot height would be cumbersome, the visibility of the panels would increase as they would be significantly taller, and the wind loads generated at a greater height could damage the cells. Staff supports the variance request as the regulation has been an issue with previous requests for ground mounted solar panels and is not an industry standard.

Section 10-4-7C of the Zoning Ordinance provides specific standards for variance requests which all recommending bodies will review. The petitioner has provided answers to each of the standards in the application which are included in the packet for your review and will be entered into the public record as part of the public hearing process.

Exhibit "J-1": Typical Solar Array and Inverter Layout



### *Accessory Use*

Section 10-19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. However, the proposed solar farm will be the primary use on the parcel, taking up ~21-aces of the 34.66-acre site, or approximately 60%. The petitioner is seeking feedback from the Economic Development Committee if the proposed site plan with the solar farm as the primary use is acceptable. If so, staff recommends the petitioner amend their variance request to allow the solar farm as the primary use on the parcel. If the EDC is not in favor of this request, the petitioner will decide if they will revise the site plan to have the solar farm take up less than 50% of the property area.

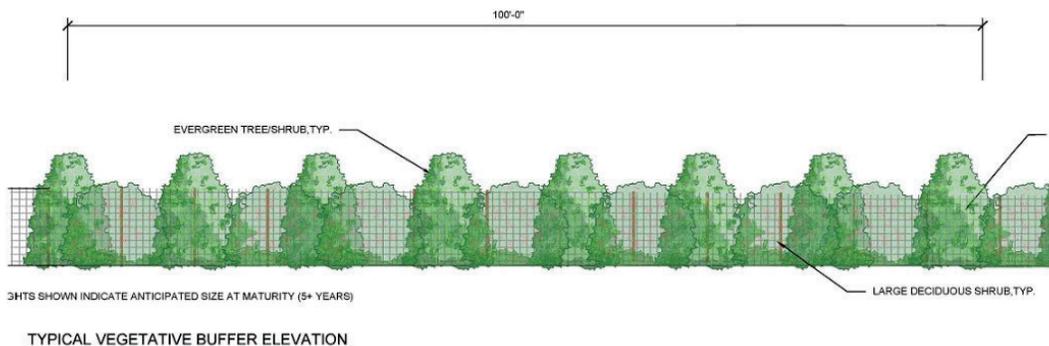
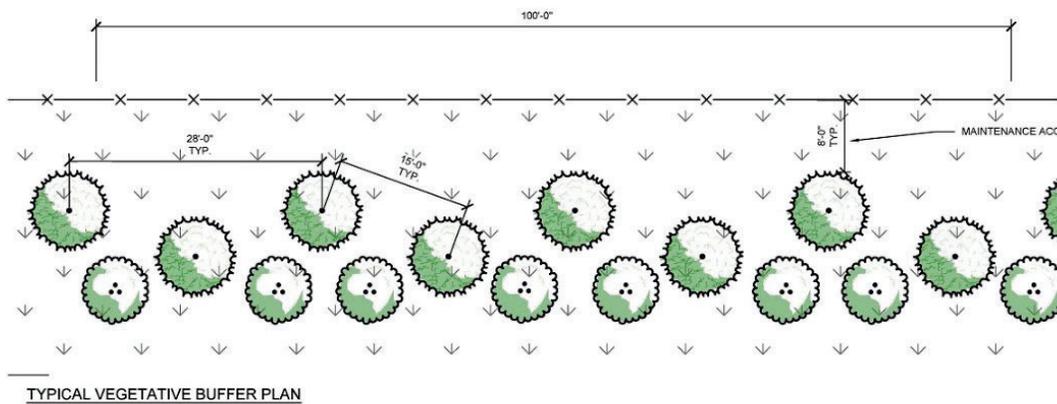
### *Distance from Residential Properties*

In addition to meeting the required minimum setbacks, the proposed solar panels will be a minimum of 455 feet to the nearest residential structure to the north, across Baseline Road, which is a farm homestead located in unincorporated Kane County. Further, the solar farm project is approximately 600 feet from the nearest residential structure to the west in unincorporated Kendall County.

### *Glare*

Section 10-19-7-E states solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto nearby properties or roadways. The petitioner has submitted a glare study and analysis which concludes that there was no potential for glint or glare identified by the analysis. Additionally, the panels will be buffered by landscaping in areas that could be seen by adjacent property owners or a 20-foot wooded buffer area along roadways. A viewshed of the solar farm which illustrates the vegetative buffer and fencing along the northwest area of the property has been provided by the petitioner.

### **Exhibit "L": Typical Vegetative Buffer Plan and Elevation**



The petitioner has provided a Forgesolar Glare Analysis of one (1) observation point where glare emitting from the PV arrays could potentially be seen by the nearest residential structure to the west. The observation monitored “green glare” and “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, the observation point did not detect any yellow or green glare at any time during the day light hours. Also, routes receptors along Baseline Road and Illinois 47 found no glare predicted by the PV arrays during all angles of tracking.

### ***Fencing***

As illustrated above, the petitioner is proposing to construct a seven (7) foot tall chain link fence around the entire solar field which will be accessible through an access gate and Knox Box fronting Baseline Road containing signs for site identification and safety and keys will be provided to the City’s building department and Bristol Kendall Fire District (BKFD).

### ***Noise***

Per the petitioner’s project summary, the transformer is the greatest source of noise on the property. As proposed, the transformer is over 900 feet southeast of the nearest residence located on Baseline Road. Noise levels will not exceed sixty-seven (67) decibels at 10 meters (32 feet).

### ***Signage***

Section 19-4-F states that “No commercial signage or attention getting device is permitted on any alternative energy system. One (1) sign shall be permitted to indicate the emergency contact information of the property owner or operator. Said sign shall not exceed two (2) square feet in size.” The submitted narrative states a warning sign shall be provided at the facility entrance and along the perimeter fence including the facilities 911 address and a 24-hour emergency contact number.

### ***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 east of the entrance of Baseline 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 06/30/2023.

### ***Access Road***

The site plan indicates there will be an access drive off of Baseline Road to enter the property, approximately 750 feet from the nearest intersection. Section 10-16-3-C, Table 10.16.02 states the minimum driveway width for a nonresidential use is 12 feet for the amount of trips per day this site will generate once complete. Part D-5 of this Section also states that the driveway surface shall be improved with a pavement meeting State of Illinois standard A-3 or equivalent.

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. Gravel roads are not permitted for vehicle travel; however, staff notes the road will be composed of CA-6 compacted material. Staff feels this is sufficient based upon the limited amount of vehicular traffic and restricted access to the site.

### ***Landscape Plan***

While perimeter landscaping is not required for solar farm uses, the petitioner indicates landscaping material (trees along a portion of the northwestern property line) on the site plan. This area is the closest to a neighboring residential structure. **Staff recommends a formal landscape plan, per comments from the**

City Engineer, be submitted as part of the final engineering submittal and specifying the site area will be seeded with a low-mow seed mix and a weed/grass control plan.

### ***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 \$664,949.03 at year 20 with a 3% annual inflation rate. However, the petitioner is requesting to ensure the current at the current market rate of \$397,225.20 and "phase in" the decommissioning guarantee with the following bonding schedule:

- 10% (\$39,722.52) in Year 1
- 50% (\$198,612.60) in Year 5
- 100% (\$397,225.20) in Year 10

The petitioner's consultant, Kimley Horn, states in their report dated August 2023, that the risk of abandonment of the solar farm is extremely low during the first 15 to 20 years of the project life and the average warranty lengths for critical solar components range from 5 to 10 years, with the production warranties on solar panels extending to 20 to 25 years. Based upon these reasons, Kimley Horn reason a decommissioning bond early in the life of the solar project is not required to assure the coverage facility removal and site restoration costs.

The City has not previously allowed any development, solar or otherwise, to escalate the bonding requirement. Further, of the two (2) past approved solar farm developments, full decommissioning bonds were required as a condition of the special use. However, it should be noted, the Kendall County solar farm development was not required to bond directly with the City, as they were required to provide a decommissioning guarantee to the County.

The City Engineer has reviewed the estimate and recommends in addition to the bonding for the full decommissioning value at 20 years upfront, the decommissioning guarantee will need to be 120% of the approved estimate or \$797,938.83. Therefore, staff recommends a security guarantee in this amount and in a form acceptable to the City Engineer as a condition of the Special Use approval.

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.

### ***Special Use Standards***

Section 10-19-4-C and 10-4-9-F state specific standards for special use which all recommending bodies will review. The petitioner has provided answers to each of the criteria in the application, as well as providing an additional attachment to these standards, which are included in the packet for your review and will be entered into the public record as part of the public hearing process.

### **ENGINEERING COMMENTS:**

Please refer to the attached comments prepared by Engineering Enterprises Inc. (EEI) dated September 11, 2023. Staff recommends the work items listed in the review letter will become conditions for the Special Use and a requirement for issuance of a building permit.

### **POLICE COMMENTS:**

Per Police Department review of the submitted plans, staff recommends the following be conditions of the special use:

1. No parking shall be allowed on Baseline Road and all "no parking" signage be installed prior to the first occupancy permit being issued. Additionally, all traffic control signage must conform to the Manual on Uniform Traffic Control Devices (MUTCD) standards.

2. Clearly mark the location of the driveway access to alert drivers of the site entry and provide additional traffic management.

**STAFF COMMENTS:**

There has been concern expressed previously regarding solar farm development located along major thoroughfares of valuable commercial land being constrained to non-sales-tax generating for twenty (20) or more years. In the case of the Bailey Meadows development, it has remained undeveloped, after receiving entitlements, for almost 20 years. This was partly a result of unforeseen economic downturn, nationally, and the site's lack of immediate access to public utilities (water and sewer), locally. In response to these concerns, the petitioner has provided projections for real estate tax revenue should the site be allowed to develop as a solar farm as opposed to the site remaining undeveloped.

This request is tentatively scheduled for a public hearing before the Planning and Zoning Commission on November 8, 2023 for rezoning and special use consideration and hearing at the November 14, 2023 City Council meeting for the annexation agreement amendment. Staff and the petitioner are seeking comments from the Economic Development Committee about the proposed solar farm before these public hearings.

**ATTACHMENTS:**

1. Project Overview, as prepared by Lanceleaf Solar Project, LLC
2. Annexation Amendment Application, as prepared Lanceleaf Solar Project, LLC
3. Rezoning Application, as prepared by Lanceleaf Solar Project, LLC
4. Variance Application, as prepared by Lanceleaf Solar Project, LLC
5. Special Use Permit Application, as prepared by Lanceleaf Solar Project, LLC
6. Landowner Authorization letter, prepared by Sameer and Sanjay Gupta
7. Location Map
8. Site Plan, as prepared by Kimley Horn & Associates, Inc.
9. Environmental Constraints Map, as prepared by Kimley Horn & Associates, Inc.
10. Existing Wetlands Map, as prepared by Kimley Horn & Associates, Inc.
11. Glare Analysis, prepared by Forgesolar
12. Illinois Department of Natural Resources EcoCAT Application to IDNR, as prepared by Lanceleaf Solar Project, LLC
13. Illinois Historic Preservation Agency Report, as prepared by Kimley Horn & Associates, Inc.
14. NRI Application to Kendall County Soil & Water Conservation District, as prepared by Lanceleaf Solar Project, LLC
15. Decommissioning Plan and Estimate, prepared by Kimley Horn & Associates, Inc.
16. Plan Council Packet (9-14-2023)
  - a. Community Development Memo dated 9-3-23
  - b. EEI Letter dated 9-11-23
  - c. Police Department Review dated 8-16-23
17. Ord. 2004-40 Baily Meadows Annexation Agreement

Drawing name: K:\GIS\_DEVA\368262929\_Cultivate\_Lanceleaf\_Zoning\_Site\_Plan.dwg    Layout1    Sep 20, 2023 1:51pm    by: Jason Hoby  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of any improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SITE DATA TABLE	
PIN #	02-04-100-006
PROPERTY OWNER	SANJAY AND SAMEER GUPTA
SITE ADDRESS	NORTHEAST CORNER OF BASELINE ROAD AND NORTH BRIDGE STREET, YORKVILLE, IL 60560
ZONING JURISDICTION	CITY OF YORKVILLE
CURRENT LAND USE	0021 - FARM NOT IMPROVED*
PROPOSED USE	SOLAR ENERGY SYSTEM
PROJECT BOUNDARY AREA	34.66 ± AC
AREA WITHIN FENCE	25.56 ± AC
PRELIMINARY SOLAR AREA	21.08 ± AC
PROPERTY LINE/RIGHT OF WAY SETBACK	50.0'
ESTIMATED NUMBER OF MODULES	7,266

\*ZONING SITE PLAN IS BEING SUBMITTED FOR SPECIAL USE PERMIT TO CONSTRUCT/OPERATE A SOLAR FARM ENERGY FARM.

LEGEND	
ROAD CENTERLINE (TRACED PER AERIAL)	---
ROAD LABEL	<b>N 2200TH ST</b>
PROJECT BOUNDARY (PER KMZ FILE, PROVIDED BY CULTIVATE POWER ON 03/06/2023)	---
ROAD RIGHT OF WAY (TRACED PER KENDALL COUNTY GIS ON 08/08/2023)	R/W---
PROPERTY LINE (TRACED PER KENDALL COUNTY GIS ON 08/08/2023)	---
PROPERTY LINE/RIGHT-OF-WAY SETBACK (PER ILLINOIS HOUSE BILL 4412)	---
EXISTING RESIDENCE/STRUCTURE (TRACED PER AERIAL)	---
EXISTING OVERHEAD ELECTRIC (TRACED PER AERIAL)	EX OHE---
UTILITY POLE (TRACED PER AERIAL)	○
EX. WELL (PER UI WATER GIS, DOWNLOADED 08/08/2023)	⊙
WELL CONSTRUCTABILITY BUFFER (ASSUMED)	---
EX. WETLAND (DOWNLOADED PER NWI ON 08/07/2023)	---
WETLAND CONSTRUCTABILITY BUFFER	---
APPROXIMATE WOODED AREA (TRACED PER AERIAL)	---
APPROXIMATE WOODED CONSTRUCTABILITY BUFFER (ASSUMED)	---
PR. FENCE	X X
PR. PANEL LIMITS	---
PR. OVERHEAD ELECTRIC	---
PR. UNDERGROUND ELECTRIC	---
PR. GRAVEL ACCESS ROAD	---
PR. UTILITY POLE	○
PR. EQUIPMENT PAD	---
PR. SOLAR ARRAY	---
PR. STAGING AREA	---
PR. VEGETATIVE SCREENING	---

- ### NOTES
- THE PURPOSE OF THIS PLAN IS FOR SPECIAL USE REVIEW AND APPROVAL BY THE CITY OF YORKVILLE TO CONSTRUCT A SOLAR ENERGY SYSTEM.
  - THIS PLAN WAS PRODUCED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING KENDALL & KANE COUNTY, GOOGLE EARTH, AND USGS TOPOGRAPHIC INFORMATION.
  - SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 17093C0030G) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
  - THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS DURING FINAL ENGINEERING.
  - PROJECT AREA INCLUDING CONSTRUCTION STAGING AREAS, WILL BE CLEARED AND GRUBBED AS NECESSARY, RETAINING PRE-DEVELOPMENT DRAINAGE PATTERNS TO THE BEST EXTENT POSSIBLE. CONSTRUCTION STAGING AND AREAS SUBJECT TO RUTTING DURING CONSTRUCTION WILL BE TEMPORARILY STABILIZED WITH GRAVEL. SOIL CONDITIONS AND EQUIPMENT LOADS WILL DETERMINE FINAL DESIGN.
  - CONTRACTOR SHALL CALL AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. ADDITIONALLY, CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES.
  - CONTRACTOR SHALL MAINTAIN ACCESS AND UTILITY SERVICES TO ANY REMAINING BUILDING(S) OR ADJACENT BUILDING(S) THROUGHOUT THE DEMOLITION AND CONSTRUCTION PHASES. EXISTING IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
  - THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WHEN CONSTRUCTION ENDANGERS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL THE TRAFFIC MAY PROCEED NORMALLY AGAIN.
  - SITE WILL HAVE NO DEDICATIONS FOR OPEN SPACE, NATURAL AREA, HISTORIC BUILDING(S)/STRUCTURE(S), OR STORMWATER MANAGEMENT FACILITIES.
  - STORMWATER MANAGEMENT FACILITIES TO BE PROVIDED AS REQUIRED BY COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING REQUIREMENTS TO BE DETERMINED DURING FINAL ENGINEERING.
  - SOLAR PANELS WILL BE DESIGNED WITH ANTI-REFLECTIVE COATING TO MINIMIZE GLARE.
  - COLLECTION LINES WITHIN THE SOLAR FARM WILL BE LOCATED AND MAINTAINED UNDERGROUND.
  - THERE SHALL BE NO EXTERIOR LIGHTING.
  - SETBACKS SHOWN ON THIS PLAN ARE BASED ON ILLINOIS HOUSE BILL 4412.
  - THE NATIONAL WETLAND INVENTORY WAS SEARCHED AND WETLANDS WERE FOUND ON THE PROPERTY. A MORE DETAILED WETLAND INVESTIGATION WILL BE DONE DURING FINAL ENGINEERING.
  - SITE WILL SEEK AND OBTAIN ALL NECESSARY ROAD-USE AGREEMENTS FOR ANY COUNTY OR TOWNSHIP ROAD-USE PRIOR TO START OF CONSTRUCTION.
  - ALL NECESSARY PERMITS FOR SOIL EROSION CONTROL AND DRIVEWAY CONSTRUCTION WILL BE OBTAINED AS PART OF FINAL ENGINEERING AND PRIOR TO CONSTRUCTION.
  - FENCE HEIGHT SHALL NOT EXCEED 25 FEET ACCORDING TO THE ILLINOIS HOUSE BILL 4412.
  - PANELS SHALL NOT EXCEED 40 FEET IN HEIGHT WHEN ORIENTED AT MAXIMUM TILT.
  - THE PROPOSED CHAIN-LINK FENCING WILL BE VINYL COATED AND FENCING FACING ROADWAYS (IL47 AND BASELINE ROAD) WILL HAVE SLATES.

No.
REVISIONS
DATE

CULTIVATE POWER

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.  
 570 LAKE COOK RD SUITE 200  
 DEERFIELD, IL 60015  
 WWW.KIMLEY-HORN.COM

PRELIMINARY NOT FOR CONSTRUCTION

KHA PROJECT	ORIGINAL DATE	AS SHOWN	HAS	CFC
	08/10/2023			

DESIGNED BY	DRAWN BY	CHECKED BY

SITE PLAN

LANCELEAF SOLAR PROJECT, LLC

CITY OF YORKVILLE, IL

SHEET NUMBER
EX-1



# Lanceleaf Solar Project, LLC

## A 5MW Community Solar Facility

Prepared by: Lanceleaf Solar Project, LLC  
United City of Yorkville Special Use Permit, Rezoning, and  
Variance Applications  
5 MW Community Solar Facility in the Planned Unit Development Zoning District  
August 11, 2023



## Introduction

Lanceleaf Solar Project, LLC (“**Lanceleaf Solar**” or “**Applicant**”) is a limited liability company owned by Cultivate Power, LLC. **Lanceleaf Solar** has prepared these applications for a 5 megawatt (MW) solar energy facility in Yorkville, Kendall County, IL. This 5 MW solar energy facility may be referred to herein as “Lanceleaf Solar” or the “Project”.

We submit this request on behalf of the property owners, Sameer Gupta and Sanjay Gupta. Cultivate Power, LLC, or another qualified solar farm owner and operator, will provide the financial backing and technical expertise to ensure the success of Lanceleaf Solar. Cultivate Power is a dedicated distributed generation solar developer focused on Illinois. Our team has a combined 100 years of experience developing and financing solar projects and we are excited to bring solar to Yorkville.

We are excited by the opportunity to provide Yorkville with a long-term source of clean, sustainable energy. Beyond that, the Project will significantly increase the local tax base for the City of Yorkville and create an opportunity for ComEd customers to subscribe to power at or below market rates.

We are applying for a Special Use Permit, Rezoning, and Variance (collectively referred to as “**Applications**”) in connection with the proposed Project. Applicant respectfully submits information, exhibits, and materials which are hereby incorporated into and made part of the Applications to comply with the Title X, Chapter 19 of the Yorkville Code of Ordinances (alternative energy systems), Special Use Permit Standards and other applicable requirements.

We thank you for your consideration and look forward to working together to bring the benefits of a solar energy facility to the area. Please let me know if I can provide additional information or assistance.

Sincerely,

DocuSigned by:  
  
7C39EE0C3B34463  
Cindy Larson O'Neil  
952-486-1538  
cindy@cultivate-power.com  
Cultivate Power



## Project Overview

Project Name: Lanceleaf Solar Project, LLC

Project Address: Parcel of real property located south and west of the intersection of Rob Roy Creek (Hwy 47) and Baseline Rd.

PIN: 02-04-100-006

Nearest Cross Streets: Baseline Rd and Hwy 47

Size: 5MWac

Acreage: Approximately 36.8 acres

Zoning District: Planned Unit Development District

Landowner: Sameer Gupta & Sanjay Gupta

## Key Features

### A. Location

Lanceleaf Solar was determined as an ideal location for solar farm development for a variety of factors including proximity to relevant electrical and road infrastructure, likelihood of wetlands and other protected landforms or species, slope of land and direction of this slope and current zoning district and surrounding uses.

The anticipated power output of the project is approximately 8 million kilo-watt hours (kWh) annually, enough to power approximately 1,100 single-family homes.<sup>1</sup> Lanceleaf Solar will create additional local jobs<sup>2</sup> during construction and significantly increase property tax revenue over the lifetime of the Project. Cultivate Power is a proud partner of each community that we work with, and we look forward to a continued relationship with Yorkville.

On August 9<sup>th</sup>, 2023, our team met with Krysti Barksdale-Noble, Community Development Director, to discuss the Project, code compliance and adjustments to the Project so that it may best fit the location. The Project complies with code Title X, Chapter 19 Alternative Energy Systems (freestanding solar energy systems), and, at the suggestion of Ms. Barksdale-Noble, will include the following in our project design:

- Class CA6 gravel for the access road
- Vegetative buffer/visual screening along the west

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<sup>1</sup> <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>

<sup>2</sup> 12TH ANNUAL National Solar Jobs Census 2021, published July 2022.



The Project is located on a parcel that has been historically used for agricultural purposes. Thus, the application for rezoning from PUD to agricultural would be consistent with the current use. Once constructed, the Project will operate similarly to other solar energy systems already being constructed or operated in Yorkville area.

#### B. Tax Benefits to the Community

Based on prevailing tax rates as of date, Applicant has forecasted that the Project will bring approximately \$842,369.08 of additional taxes to the local taxing districts over 20 years. Below is the projected calculation and distribution of taxes, subject to further confirmation by the relevant taxing authority:

Year 1 Estimated Total Taxes <sup>3</sup>		
District	Tax rate	Total Tax Amount (\$)
School District CU-115	6.65%	\$27,844.29
Bristol - Kendall FPD	0.70%	\$2,924.73
County	0.59%	\$2,472.64
City of Yorkville	0.54%	\$2,250.64
JR College #516	0.46%	\$1,942.75
Yorkville Library	0.26%	\$1,068.67
Forest Preserve	0.15%	\$617.96
Bristol Township	0.08%	\$340.33
Bristol Road District	0.06%	\$250.68
<b>Total</b>	<b>9.49%</b>	<b>\$39,712.68</b>

#### C. Solar Technology

Lanceleaf Solar will contain rows of Photovoltaic (PV) cell modules mounted on posts set in the ground. These rows of modules are referred to as “solar arrays” mounted on a single axis tracking system, which allows them to follow the sun throughout the day. The modules face east in the morning, are horizontal at midday, and face west in the afternoon, and are no more than twelve (12) feet high at max tilt. Solar components will comply with the current edition of the National Electric Code, are UL Listed or equivalent, and will have an anti-reflective coating.

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<sup>3</sup> Based on a Year 1 estimated assessed value of \$418,560.00



The basic components of any solar energy facility include: PV modules, inverters, combiner boxes, transformers, wires and conductor cables, structural racking system for PV modules, an access road, and perimeter fencing. Solar electricity production includes the following five components:

1. Electrical Power Generation. Sunlight strikes the PV module cells, which convert photons of light into electrons, producing low-voltage, Direct Current (DC) electricity.
2. Combiner Boxes. The low-voltage, DC electricity is fed through cables from each PV module to a combiner box.
3. Inverters. The low-voltage, DC electricity is fed through cables from the combiner box to an inverter, where it is converted to low-voltage, Alternating Current (AC) electricity.
4. Transformers. The transformer steps up the low-voltage, AC electricity to the appropriate voltage so that it can be fed into the electrical transmission system.
5. Utility Distribution. Electricity is sent through the electrical sub-transmission lines to utility distribution systems for delivery to ratepayers.

Current photovoltaic modules are typically Crystalline Silicone (C-Si) and Thin Film (TF). The solar PV modules function as a solid state, inert crystal, similar to a pane of solid glass. The modules do not corrode and do not produce any emissions. The technology is encapsulated in layers of plastic and glass to prevent air and moisture from entering the cell and conversely prevents the release of materials out of the module and into the environment. The solar panels are expected to work upwards of 40 years before they are recycled to recover the valuable materials contained inside.

#### D. Glare

Photovoltaic solar energy systems are designed to reduce reflection and have low potential to produce hazardous glare. Modules are covered with anti-reflective coating and demonstrate less glare than windows and water. We have included a glare study (Exh. E) that analyzes the potential glare resulting from the Project and a summary of the results shows that there is no glare predicted. Our engineering consultant will review and confirm this study.

#### E. Sound

The solar energy system produces minimal sound during the day and no sound overnight. The main source of noise is from the inverter, but this noise cannot be heard beyond the project boundary. The inverter rated at 67 decibels, about the volume of an air conditioner unit, at 10 meters.



#### F. Environmental Impact

Cultivate Power will contract environmental consultants to perform field investigations, literature reviews, and agency consultations to identify and assess existing environmental conditions at the project site. Information derived from environmental diligence is used by Cultivate Power to avoid and minimize effects to environmental resources during the design process. Full compliance with federal, state, and local regulations will ensure Lanceleaf Solar will minimize adverse impacts to environmental resources. As required by state law, Lanceleaf Solar will enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture to help preserve the integrity of any agricultural land impacted by the construction and deconstruction of the facility. Further, Lanceleaf Solar looks forward to working with the City to ensure that the required decommissioning bond meets or exceeds current standards.

#### G. Safety

Lanceleaf Solar will be a safe facility that is not projected to impact the well-being of neighbors or residents of Yorkville. Solar energy facilities are very safe, with simple and proven technologies. The Project will be constructed according to all required building and electrical codes and safety measures. Site plans will be approved by all applicable local authorities and regularly visited throughout construction as required by the Yorkville's or by the State of Illinois' building codes. Energized system components, such as inverters, will be commissioned by the approved technicians.

The Project will employ required lock-out measures and safety warnings. A 7' ft tall security perimeter fence per National Electrical Code regulations will prevent trespassing and vandalism. A Knox Box will be available on site and access codes to the gate will be provided to the Police Department, Fire Department, and emergency service providers. Vehicular access to the site is adequate for the use proposed and for emergency services. Regular vegetation control methods prevent buildup of debris that could otherwise pose risk of fire material. Thus, Lanceleaf Solar will pose no increased risk of fires to the surrounding areas. Lanceleaf Solar will work with the Federal Aviation Administration to confirm that the Project will not pose a hazard to air navigation.

Lanceleaf Solar will continue to coordinate with all necessary Federal, State, County, and City agencies and other entities throughout the planning process for the Project to ensure that all safety standards and precautions are met.

<b>Project Name</b>	Lanceleaf Solar
<b>Applicant</b>	Lanceleaf Solar Project, LLC
<b>Location</b>	City of Yorkville, Kendall County - south and west of the intersection of Rob Roy Creek (Hwy 47) and Baseline Rd.
<b>PIN</b>	02-04-100-006
<b>Project Area (approx)</b>	36.8 acres
<b>Lat and Long</b>	41.7194125597694, -88.4462532979013

Annex and Exhibit List
------------------------

Document	Label
Zoning Intro / Cover Letter	
Original signed and notarized <b>SUP Application</b> .	Annex 1
Original signed and notarized <b>Rezoning Application</b> .	Annex 2
Original signed and notarized <b>Variance Application</b> .	Annex 3
Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.	Annex 4
Landowner Authorization Letter	Annex 5
Exhibits and Supporting Documents	
Legal description of the property in Microsoft Word	Exhibit A
<b>List of names and addresses</b> 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	Exhibit B
Location Map	Exhibit C
Site Plan that indicate distances to neighboring structures (residential and otherwise)	Exhibit D
Glare Study	Exhibit E
Natural resource Information/wetland delineation	Exhibit F
IDNR EcoCAT report	Exhibit G
Decommissioning narrative and estimate of cost for decommissioning	Exhibit H



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

# APPLICATION FOR SPECIAL USE

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 \$500.00 <input type="checkbox"/> Plan \$500.00 <input type="checkbox"/> Plat \$500.00 <input type="checkbox"/> P.U.D. \$500.00		Total: \$
<b>ANNEXATION</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$		
	# of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount		
<b>REZONING</b>	<input checked="" type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$518
	<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>		
	$\underline{36.8} - 5 = \underline{31.8} \times \$10 = \underline{318} + \$200 = \$ \underline{518}$		
	# of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount		
<b>SPECIAL USE</b>	<input checked="" type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$568
	$\underline{36.8} - 5 = \underline{31.8} \times \$10 = \underline{318} + \$250 = \$ \underline{568}$		
	# of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount		
<b>ZONING VARIANCE</b>	<input checked="" type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$85
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input checked="" type="checkbox"/> \$500.00		Total: \$500
<b>FINAL PLAT FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<input type="checkbox"/> Less than 1 acre \$5,000.00 <input type="checkbox"/> Over 1 acre, less than 10 acres \$10,000.00 <input checked="" type="checkbox"/> Over 10 acres, less than 40 acres \$15,000.00 <input type="checkbox"/> Over 40 acres, less than 100 acres \$20,000.00 <input type="checkbox"/> Over 100 acres \$25,000.00		Total: \$15,000
<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 \$1,000.00 <input type="checkbox"/> Over 2 acres, less than 10 acres \$2,500.00 <input checked="" type="checkbox"/> Over 10 acres \$5,000.00		Total: \$5,000
<b>TOTAL AMOUNT DUE:</b>			<b>\$21,671</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

# APPLICATION FOR SPECIAL USE

DATE: 08/11/2023	PZC NUMBER:	DEVELOPMENT NAME: Lanceleaf Solar Project
<b>PETITIONER INFORMATION</b>		
NAME: Company: Lanceleaf Solar Project, LLC (Cindy Larson O'Neil, Company Representative)	COMPANY: Lanceleaf Solar Project, LLC	
MAILING ADDRESS: 30 W Hubbard, Suite 400		
CITY, STATE, ZIP: Chicago, IL 60654	TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME (952)486-1538	
EMAIL: cindy@cultivate-power.com	FAX:	
<b>PROPERTY INFORMATION</b>		
NAME OF HOLDER OF LEGAL TITLE: Sameer Gupta & Sanjay Gupta		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: There is no address assigned, Lat and Lon: 41.7194125597694, -88.4462532979013		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:  The site is located south and west of the intersection of Rob Roy Creek (Hwy 47) and Baseline Rd.		
CURRENT ZONING CLASSIFICATION: Planned Unit Development	COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:	
REQUESTED SPECIAL USE: We are requesting Special Use for a 5 megawatt solar energy system.		
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>		
NORTH: Outside City Limits (farmland)		
EAST: Planned Unit Development (R-2, R-3, R-4, B-3)		
SOUTH: Planned Unit Development (R-3, B-3)		
WEST: Planned Unit Development (R-2, R-3, B-3)		
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>		
14-33-377-016	To the North	HOMESTEAD LAND COMPANY LLC
02-04-100-011	To the East	SCHRAMM EDWARD A & SCHRAMM BARBARA
02-04-300-018	To the South	DALE L KONICEK LLC
02-04-100-005	To the West	DALE L KONICEK LLC





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

# APPLICATION FOR SPECIAL USE

## SPECIAL USE STANDARDS

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

The proposed use, drainage, and development is not projected to have an undue adverse impact upon adjacent property, the character of the area or the public health, safety and general welfare. The proposed project aims to minimize any adverse effects on adjacent property by being self-contained, pollution-free, and designed with safety as a priority. The development will maintain soil quality and existing drainage patterns. The character of the area will not be substantially affected because the project is a temporary use and will be screened from view. Solar is a safe, proven technology and through the project, customers may be able to lower utility bills by subscribing to a community solar project. The solar project also contributes to state and national goals of furthering energy independence.

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:

Designed to Minimize, if not Eliminate Injury to Use and Enjoyment of Surrounding Property. The proposed use and development will be constructed, arranged, and operated so as not to substantially interfere with the use and enjoyment of other property in the immediate vicinity for the purpose already permitted. Moreover, the development of the solar project is not projected to substantially impact property values.

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

Designed to Limit Interference with Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to substantially interfere with the use and development of neighboring property in accordance with the applicable district regulations. The project has been designed to be set back from the right of way, with only a single access road and with vegetative screening installed the boundaries of the project as necessary.

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

Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, or the applicant will provide adequately for such services. The proposed project will not require use of most public utilities – no sewage, water, or natural gas resources are required on site, nor are use of trash disposal, parks, libraries, and schools. The applicant will provide for adequate electric utility services for the interconnection of the project. The Applicant has entered into an Interconnection Agreement with ComEd for such purpose. The project will be served adequately by fire protection services.



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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:

No Traffic Congestion. The proposed use and development is not expected to cause undue traffic congestion nor draw significant amounts of traffic through residential streets. The proposed project will not cause undue traffic congestion – only a few vehicles per month are anticipated to visit the site. The proposed project will not draw traffic through residential streets.

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

Compliance with Standards. The proposed project will comply with all standards of the Zoning Code. In addition to the special use authorization, this application is accompanied by a rezoning and variance application for the approximately 36.8-acre parcel and would further require an amendment or repeal to the existing PUD. Specifically, the petitioner is requesting the following: (1) to rezone the parcel from the R-2, R-3, R-4, and B-3 PUD to A-1 Agricultural District; (2) special use permit approval pursuant to Section 10-06-07 of the Yorkville City Code for a solar farm; and (3) a variance to Section 10-19-7-D of the Yorkville City Code to decrease the minimum distance between the ground and the solar panels from ten (10) feet to a minimum height of two (2) feet. Thus, the proposed use and development will comply with all additional standards imposed on it by the particular provision of this Code authorizing such use as well as all other County, State and Federal requirements.

## 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.

Cindy Larson-O'Neil

PETITIONER SIGNATURE

8/11/2023

DATE

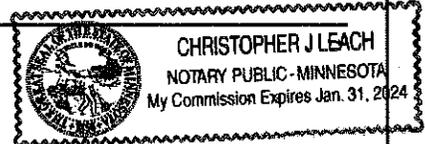
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

See Landowner Authorization Letter attached as Annex "5"

OWNER SIGNATURE

DATE

State of Minnesota  
 County of Hennepin  
 Aug. 11, 2024  
 Christopher J Leach Exp: 01/31/2024



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



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 REZONING

DATE: August 11, 2023		PZC NUMBER:		DEVELOPMENT NAME: Lanceleaf Solar Project, LLC	
<b>PETITIONER INFORMATION</b>					
NAME: Company: Lanceleaf Solar Project, LLC (Cindy Larsor) COMPANY: Lanceleaf Solar Project, LLC					
MAILING ADDRESS: 30 W Hubbard St. Suite 400					
CITY, STATE, ZIP: Chicago, IL 60654			TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME 952-486-1537		
EMAIL: cindy@cultivate-power.com			FAX:		
<b>PROPERTY INFORMATION</b>					
NAME OF HOLDER OF LEGAL TITLE: Sameer Gupta and Sanjay Gupta					
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:					
PROPERTY STREET ADDRESS: There is no address assigned, Lat and Lon: 41.7194125597694, -88.4462532979013					
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: The site is located south and west of the intersection of Rob Roy Creek (Hwy 47) and Baseline Rd.					
CURRENT ZONING CLASSIFICATION: Planned Unit Development			REQUESTED ZONING CLASSIFICATION: A-1 Agricultural District		
COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: Estate conservation and parks & recreation			TOTAL ACREAGE: 36.8		
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>					
NORTH: Outside City Limits (farmland)					
EAST: Planned Unit Development (R-2, R-3, R-4, B-3)					
SOUTH: Planned Unit Development (R-3, B-3)					
WEST: Planned Unit Development (R-2, R-3, B-3)					
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>					
14-33-377-016	To the North	HOMESTEAD LAND COMPANY LLC			
02-04-100-011	To the East	SCHRAMM EDWARD A & SCHRAMM BARBARA			
02-04-300-018	To the South	DALE L KONICEK LLC			
02-04-100-005	To the West	DALE L KONICEK LLC			



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# APPLICATION FOR REZONING

<b>ATTORNEY INFORMATION</b>	
NAME: Mark Gershon	COMPANY: Polsinelli
MAILING ADDRESS: 150 N Riverside Plaza Ste 3000	
CITY, STATE, ZIP: Chicago, IL 60606	TELEPHONE:
EMAIL: mgershon@polsinelli.com	FAX:
<b>ENGINEER INFORMATION</b>	
NAME: Calvin P. Carlson, P.E.	COMPANY: Kimley-Horn
MAILING ADDRESS: 570 Lake Cook Road, Suite 200	
CITY, STATE, ZIP: Deerfield, IL 60015	TELEPHONE: 331.310.0039
EMAIL: cal.carlson@kimley-horn.com	FAX:
<b>LAND PLANNER/SURVEYOR INFORMATION</b>	
NAME: Timothy Murphy	COMPANY: SAM, LLC
MAILING ADDRESS: 890 Cambridge Drive	
CITY, STATE, ZIP: Elk Grove Village, IL 60007	TELEPHONE: 800.656.9525
EMAIL: tim.murphy@sam.biz	FAX:
<b>ATTACHMENTS</b>	
<p>Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".</p> <p>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".</p>	



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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:

The property is presently zoned R-2, R-3, R-4, and B-3 for use in a residential subdivision (Bailey Meadows). It is currently used for agricultural purposes.

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 parcel was annexed by the United City of Yorkville in 2004 for use in a residential subdivision. Since its annexation however, the parcel has remained, for the most part, as agricultural. Pursuant to the Annexation Agreement, the requirement to develop the area will expire in 2024.

Further, based on publicly available data on Yorkville's current and pending residential development, the planned development of Bailey Meadows is currently listed as "inactive" with "0% built" development as of 2017. To verify this, the applicant conducted an ocular survey of the area on August 09, 2023 and did not observe any significant development in the area. Considering that the Annexation Agreement expires in 2024, it is expected that the current agricultural use will be maintained.

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

Based on existing solar facilities located in the city, these do not appear to negatively affect property values. The rezoning is not expected to diminish the parcel's value as the land will move from its current farmland use to the proposed solar use while maintaining its Agricultural designation. This will significantly increase tax revenue to the local taxing districts.

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

The proposed use and development is not projected to have an undue adverse impact upon adjacent property, the character of the area or the public health, safety and general welfare. The proposed project aims to minimize any adverse effects on adjacent property by being self-contained, pollution-free, and designed with safety as a priority. The development will maintain soil quality and existing drainage patterns. The character of the area will not be substantially affected because the project is a temporary use and will be screened from view. Further, solar is a safe, proven technology and through the project, customers may be able to lower utility bills by subscribing to a community solar project. The solar project also contributes to state and national goals of ensuring energy independence.



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 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:

As far as the applicant is aware, the parcel has remained vacant since its annexation by Yorkville in 2004. The bulk of the adjoining land remains in agricultural production.

PLEASE STATE THE COMMUNITY NEED FOR THE PROPOSED LAND USE:

The proposed use for the re-zoned property will promote the general welfare of the community by contributing new jobs during the construction, operation and maintenance of the solar facility and a projected \$842,369.08 over 20 years in new tax revenues to the community as compared to \$43,986 if the parcel were to remain farmed. The proposed use will also help increase reliability and resiliency of the electric grid by installing a new source for generating clean, pollution-free electricity. In addition, the proposed use would have the potential to lower utility bills for subscribers of the solar project.

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

The project site will encompass only around 36.8 acres out of the total planned development area of approximately 150 acres. According to the Bailey Meadows Comprehensive Plan, the designated purpose for the subject parcel is for estate conservation and parks and recreation. The project's design is carefully structured in such a way that it is not expected to hinder the potential conversion of the parcel for its intended future community use.

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):

The proposed use and development is not expected to cause undue traffic congestion nor draw significant amounts of traffic through residential streets. The proposed project will not cause undue traffic congestion; during construction, major deliveries occur within the first 2 months with 18 wheelers. Construction workers drive passenger vehicles. The proposed project will not draw traffic through residential streets. Post construction, the project will be limited to vehicles accessing the site for maintenance 5-9 times per year.



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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 individual property owner is not expected to be negatively affected by the proposed use considering that the property is currently idle. The proposed project will provide a long-term income stream for the owner. The public would gain from the project through jobs, additional taxes to local taxing districts, clean energy, and the potential to lower electric utility bills for community solar subscribers. The project is also consistent with the energy goals of Illinois.

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

The City of Yorkville has two existing solar farms in its jurisdiction and thus the proposed project is expected to also be suitable and consistent with agricultural districts as this is expressly provided as a permitted and special use under the Code of Ordinances.

## 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.

Cindy Larson-O'Neil

PETITIONER SIGNATURE

8/11/2023

DATE

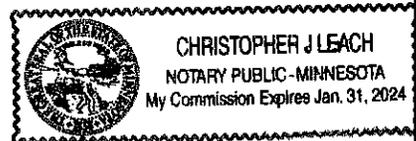
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

See Landowner Authorization Letter attached as Annex "5"

OWNER SIGNATURE

DATE

State of Minnesota  
 County of Hennepin



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

Aug. 11, 2023  
 Christopher J. Leach Exp: 01/31/2024



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 VARIANCE

DATE: August 11, 2023	PZC NUMBER:	DEVELOPMENT NAME: Lanceleaf Solar Project	
<b>PETITIONER INFORMATION</b>			
NAME: Lanceleaf Solar Project, LLC (Cindy Larson O'Neil, Company Representative)		COMPANY: Lanceleaf Solar Project, LLC	
MAILING ADDRESS: 30 W Hubbard St. Suite 400			
CITY, STATE, ZIP: Chicago, IL 60654		TELEPHONE: <input checked="" type="radio"/> BUSINESS <input type="radio"/> HOME (952)486-1538	
EMAIL: cindy@cultivate-power.com		FAX:	
<b>PROPERTY INFORMATION</b>			
NAME OF HOLDER OF LEGAL TITLE: Sameer Gupta and Sanjay Gupta			
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:			
PROPERTY STREET ADDRESS: There is no address assigned, Lat and Lon: 41.7194125597694, -88.4462532979013			
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: The site is located south and west of the intersection of Rob Roy Creek (Hwy 47) and Baseline Rd.			
CURRENT ZONING CLASSIFICATION: Planned Use Development (PUD)			
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>			
NORTH: Outside city limits (farmland)			
EAST: Planned Unit Development (R-2, R-3, R-4, B-3)			
SOUTH: Planned Unit Development (R-3, B-3)			
WEST: Planned Unit Development (R-2, R-3, B-3)			
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>			
14-33-377-016	To the North	ESTEAD LAND COMPANY	
02-04-100-011	To the East	EDWARD A & SCHRAMM	
02-04-300-018	To the South	DALE L KONICEK LLC	
02-04-100-005	To the West	DALE L KONICEK LLC	



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# APPLICATION FOR VARIANCE

<b>ATTORNEY INFORMATION</b>	
NAME: Mark Gershon	COMPANY: Polsinelli
MAILING ADDRESS: 150 N Riverside Plaza Ste 3000	
CITY, STATE, ZIP: Chicago, IL 60606	TELEPHONE: 312.873.3615
EMAIL: mgershon@polsinelli.com	FAX:
<b>ENGINEER INFORMATION</b>	
NAME: Calvin P. Carlson, P.E.	COMPANY: Kimley-Horn
MAILING ADDRESS: 570 Lake Cook Road, Suite 200	
CITY, STATE, ZIP: Deerfield, IL 60015	TELEPHONE: 331.310.0039
EMAIL: cal.carlson@kimley-horn.com	FAX:
<b>LAND PLANNER/SURVEYOR INFORMATION</b>	
NAME: Timothy Murphy	COMPANY: SAM, LLC
MAILING ADDRESS: 890 Cambridge Drive	
CITY, STATE, ZIP: Elk Grove Village, IL 60007	TELEPHONE: 800.656.9525
EMAIL: tim.murphy@sam.biz	FAX:
<b>ATTACHMENTS</b>	
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 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".	
<b>VARIANCE STANDARDS</b>	
PLEASE CONFIRM THE PROPOSED VARIATION IS CONSISTENT WITH THE OFFICIAL COMPREHENSIVE PLAN AND OTHER DEVELOPMENT STANDARDS AND POLICIES OF THE CITY.	
The proposed variation is consistent with the official Comprehensive Plan and other development standards and policies of the city. The parcel is currently listed as undeveloped residential properties (with 0% built development) based on publicly available information on development updates as of 2017. To verify this, the applicant conducted an ocular survey of the area on August 09, 2023 and observed no significant development in the area. The applicant further notes that the Annexation Agreement mandating development of the area expires in 2024. Since there are no significant developments, the property is expected to maintain its agricultural use, which allows solar energy systems as special use.	



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# APPLICATION FOR VARIANCE

## VARIANCE STANDARDS

PLEASE STATE THE VARIANCE REQUESTED AND THE CITY ORDINANCE INCLUDING THE SECTION NUMBERS TO BE VARIED:

We are requesting a minor variance of Title X (Zoning), Chapter 19 (Alternative Energy Systems), Sec. 7 (Freestanding solar energy systems), para. D (Clearance) to reduce the minimum clearance height required from 10ft to a lower clearance height that is consistent with industry standards.

As far as we are aware, the City of Yorkville have previously approved similar variance requests for existing solar projects in its jurisdiction.

PLEASE STATE HOW THE PARTICULAR SURROUNDINGS, SHAPE OR TOPOGRAPHICAL CONDITIONS OF THE SPECIFIC PROPERTY INVOLVED, A PARTICULAR HARDSHIP TO THE OWNER WOULD RESULT, AS DISTINGUISHED FROM A MERE INCONVENIENCE, IF THE STRICT LETTER OF REGULATIONS WAS CARRIED OUT:

A minimum clearance of 10 feet (10') from the lowest point of the system to the surface is not typically consistent with solar standards. Further, the required clearance will raise the following concerns:

1. Wind velocity increases with building height, thus the cost to reinforce and/or support the panels increases accordingly.
2. Safety - The 10 ft requirement increases the risk of injury during maintenance of the solar array.
3. Accelerated soil erosion - Minimizing the vertical clearance of the solar array from the ground will mitigate the risk of potential accelerated erosion to occur along the drop line of the solar array, particularly where the lowest vertical clearance exceeds 10 feet.

PLEASE STATE HOW THE CONDITIONS UPON WHICH THE APPLICATION FOR A VARIATION IS BASED ARE UNIQUE TO THE PROPERTY FOR WHICH THE VARIATION IS SOUGHT AND ARE NOT APPLICABLE, GENERALLY, TO OTHER PROPERTY WITHIN THE SAME ZONING CLASSIFICATION:

The prerequisites are distinct to properties accommodating solar energy systems, making them site-specific.

PLEASE STATE HOW THE ALLEGED DIFFICULTY OR HARDSHIP IS CAUSED BY THIS TITLE AND HAS NOT BEEN CREATED BY ANY PERSON PRESENTLY HAVING AN INTEREST IN THE PROPERTY:

As far as we are aware, no entity or individual having an interest in the property was involved in the drafting and/or approval of the subject ordinance.

The origin of the 10-foot minimum clearance above the surface appears to be rooted in a concern about potential injuries resulting from climbing and sliding on the panels. However, the structures proposed for this project will be securely fenced for safety.

Enforcing the height requirement would create an undue burden, leading to increased concrete use, heightened visibility, and no discernible advantages.



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# APPLICATION FOR VARIANCE

## VARIANCE STANDARDS

PLEASE STATE HOW THE GRANTING OF THE VARIATION WILL NOT BE DETRIMENTAL TO THE PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY OR IMPROVEMENTS IN THE NEIGHBORHOOD IN WHICH THE PROPERTY IS LOCATED:

In support of this request, the applicant refers to the two similar variance requests to lower the minimum height clearance approved by the city. The requested variance is not only consistent with industry standards but also ensures public safety and functionality. This variance is crucial to the successful implementation of the project, while also ensuring that injury to other property or improvements in the neighborhood are minimized, if not eliminated as a lower clearance height will be easier and safer to maintain.

PLEASE STATE HOW THE PROPOSED VARIATION WILL NOT IMPAIR AN ADEQUATE SUPPLY OF LIGHT AND AIR TO ADJACENT PROPERTY, OR SUBSTANTIALLY INCREASE THE CONGESTION IN THE PUBLIC STREETS, OR INCREASE THE DANGER TO THE PUBLIC SAFETY, OR SUBSTANTIALLY DIMINISH OR IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD:

The proposed variation will not impair an adequate supply of light and air adjacent to the property since it would in fact be placed lower on the ground, and thus be more easily covered by appropriate vegetative screening. Further, the variation will likely reduce the congestion in public streets as a result of requiring fewer materials to support and secure the solar array. To our knowledge, the project and the requested variation will not substantially diminish or impair property values within the neighborhood. To further confirm this, we have engaged a consultant to verify that neighboring property values will not be significantly diminished. We emphasize that the project will contribute to increased taxes due to the additional assessed improvements on the property.

## 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.

Cindy Larson-O'Neil

PETITIONER SIGNATURE

8/11/2023

DATE

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

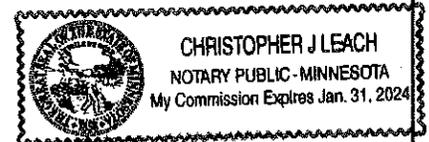
Please refer to the Landowner Authorization Letter attached as \_\_\_\_\_

OWNER SIGNATURE

DATE

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

State of Minnesota  
 County of Hennepin  
 Christopher J Leach  
 Exp: 01/31/2024



CHRISTOPHER J LEACH  
 NOTARY PUBLIC - MINNESOTA  
 My Commission Expires Jan. 31, 2024

Aug. 11, 2023

## Annex 5: Landowner Authorization Letter

Sameer and Sanjay Gupta  
3N982 WALT WHITMAN RD  
SAINT CHARLES, IL, 60175

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

Re: Lanceleaf Solar Project

Dear Ms. Barksdale-Noble,

We write to confirm that we are the owners of a parcel of land approximately 36.8 acres, situated south and west of the intersection of Rob Roy Creek (Hwy 47) and Baseline Rd, duly registered with the Kendall County Assessments Office and covered by Parcel Identification Number 02-04-100-006 (the "Property").

As registered owners of the Property, we hereby authorize Lanceleaf Solar Project, LLC, Cultivate Power, LLC, and/or their affiliates or authorized representatives to do and perform the following:

1. To file applications with the United City of Yorkville for the following purposes (collectively referred to as "Applications"):
  - a. Agreement Amendment for the withdrawal of the Property from the Bailey Meadows Planned Unit Development ("PUD") subject to an Annexation Agreement adopted by Yorkville Ordinance 2004-40
  - b. Rezoning of Property from PUD to A-1: Agricultural District;
  - c. Variance to allow for a minimal solar panel mounting height lower than 10 feet above ground level;
  - d. Special Use for the construction, operation, maintenance and decommissioning of a 5MWac solar energy system on the Property; and
  - e. Any other necessary applications and/or forms related to the above.
2. To process payment of any fee or charge as may be required for the Applications;
3. To attend all meetings, hearings, and related proceedings necessary to advance the above Applications; and
4. To do such any other act or thing that may be required, necessary or incidental to effectively carry out any and all of the purposes for which this authority is hereby given.

Sincerely,



---

Sameer Gupta



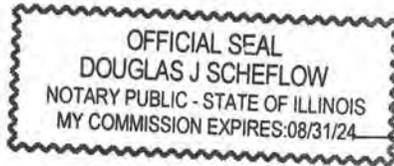
---

Sanjay Gupta

State of Illinois  
County of Kane

On this 10<sup>th</sup> day of August, before me, Douglas ScheFlow, personally appeared the above-named Sameer and Sanjay Gupta, who acknowledged the foregoing instrument to be their free act and deed.

Witness my hand and official seal.



[Signature]  
Notary Public

My commission expires 8-31-2024

## Exhibit B: Neighbor Notice List

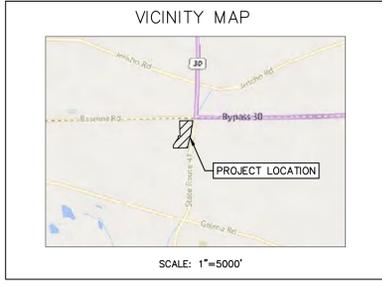
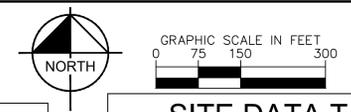
Neighboring properties within 500ft of property lines

Parcel Number	Landowner	Mailing Address
02-04-100-011	SCHRAMM EDWARD A & SCHRAMM BARBARA	9338 ROUTE 30 BRISTOL, IL 60512 / N5119 HWY H DEERBROOK, WI, 54424
02-04-100-008, 02-05-200-006, 02-04-100-005, 02-04-300-018, 02-05-400-009	KONICEK DALE L LLC	6321 WALKER RD YORKVILLE, IL, 60560
02-05-200-004	JOSE & RAMOS GUILLERMINA MALDONADO	10034 BASELINE RD SUGAR GROVE, IL 60554 / 385 GRAPE VINE TRL OSWEGO, IL, 60543
02-04-100-002, 02-04-100-013 02-05-200-003	COMMONWEALTH EDISON	THREE LINCOLN CENTRE 4 <sup>TH</sup> FL OAK BROOK TERRACE, IL, 60181
14-33-377-016	HOMESTEAD LAND COMPANY LLC	09S846 RT 47 SUGAR GROVE, IL 60554 / 1107 S BRIDGE ST STE D, YORKVILLE IL 60560-1747
14-33-301-001	JENNINGS SUZANN M TRUST c/o JAMES A SHERMAN	JERICO RD SUGAR GROVE, IL 60554 / 602B W 5TH AVE NAPERVILLE, IL, 60563-2902
14-33-400-013	SUGAR GROVE FAMILY FUN CENTER LLC EDWARD PAROLEK	9S825 RT 47 SUGAR GROVE, IL 60554 / 1099 DEERPATH RD AURORA, IL, 60506
14-33-400-018	TRUST # S18190 MAURICE E ORMISTON	JERICO RD SUGAR GROVE, IL 60554 / 11718 NEWARK RD NEWARK, IL, 60541-9236 - Farmland

Exhibit C: Lanceleaf Solar Project, LLC Location Map



Drawing name: K:\GIS\_DEVA\368262929\_Cultivate\_Lanceleaf\_L12 Design\CAD\Exhibit\Site\Zoning\_Site\_Plan.dwg Layout1 Sep 20, 2023 1:51pm by: Jason Hozay  
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of any improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SITE DATA TABLE	
PIN #	02-04-100-006
PROPERTY OWNER	SANJAY AND SAMEER GUPTA
SITE ADDRESS	NORTHEAST CORNER OF BASELINE ROAD AND NORTH BRIDGE STREET, YORKVILLE, IL 60560
ZONING JURISDICTION	CITY OF YORKVILLE
CURRENT LAND USE	0021 - FARM NOT IMPROVED*
PROPOSED USE	SOLAR ENERGY SYSTEM
PROJECT BOUNDARY AREA	34.66 ± AC
AREA WITHIN FENCE	25.56 ± AC
PRELIMINARY SOLAR AREA	21.08 ± AC
PROPERTY LINE/RIGHT OF WAY SETBACK	50.0'
ESTIMATED NUMBER OF MODULES	7,266

\*ZONING SITE PLAN IS BEING SUBMITTED FOR SPECIAL USE PERMIT TO CONSTRUCT/OPERATE A SOLAR FARM ENERGY FARM.

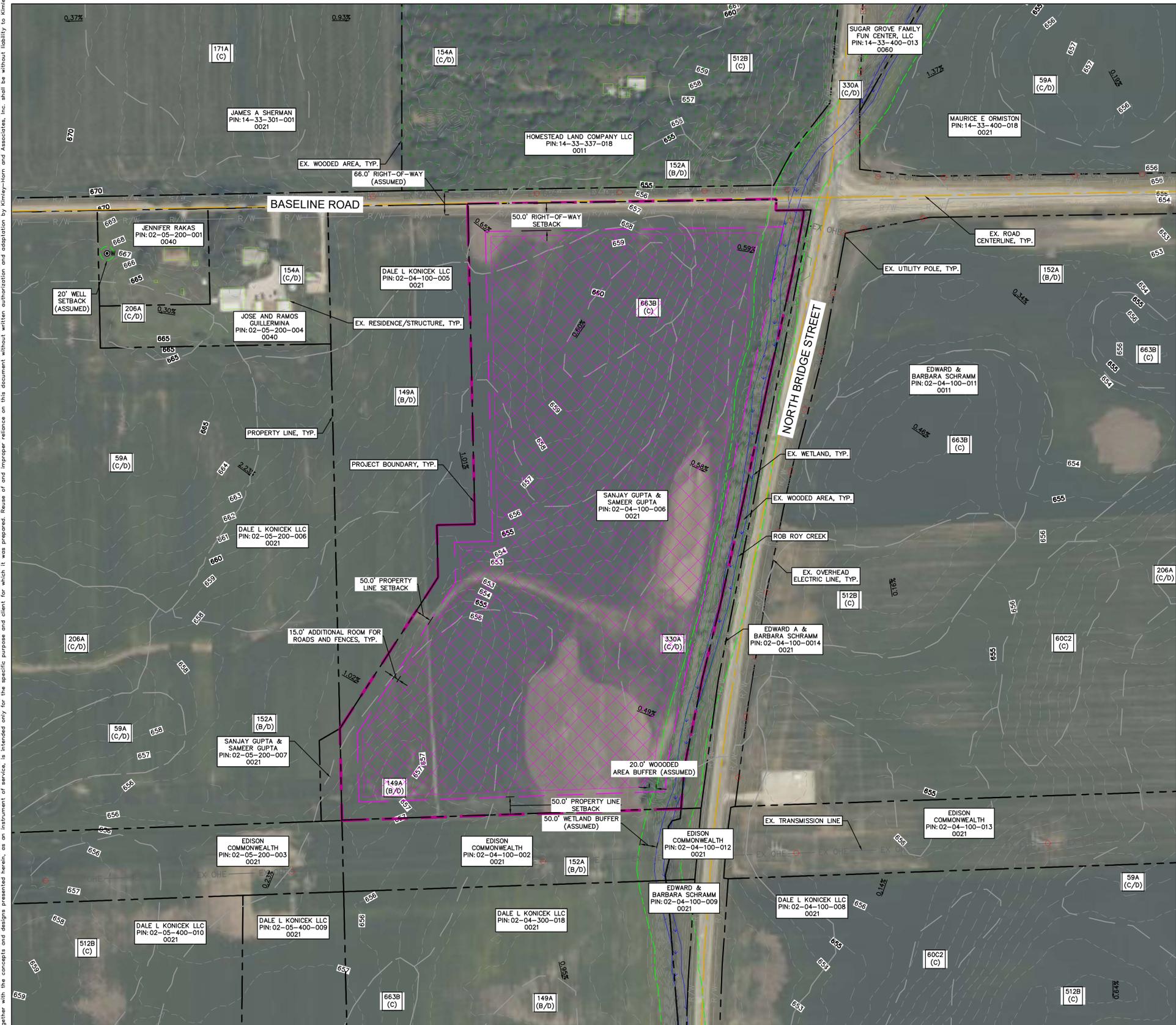
### LEGEND

ROAD CENTERLINE (TRACED PER AERIAL)	---
ROAD LABEL	<b>N 2200TH ST</b>
PROJECT BOUNDARY (PER KMZ FILE, PROVIDED BY CULTIVATE POWER ON 03/06/2023)	---
ROAD RIGHT OF WAY (TRACED PER KENDALL COUNTY GIS ON 08/08/2023)	R/W---
PROPERTY LINE (TRACED PER KENDALL COUNTY GIS ON 08/08/2023)	---
PROPERTY LINE/RIGHT-OF-WAY SETBACK (PER ILLINOIS HOUSE BILL 4412)	---
EXISTING RESIDENCE/STRUCTURE (TRACED PER AERIAL)	---
EXISTING OVERHEAD ELECTRIC (TRACED PER AERIAL)	EX OHE---
UTILITY POLE (TRACED PER AERIAL)	○
EX. WELL (PER UI WATER GIS, DOWNLOADED 08/08/2023)	⊙
WELL CONSTRUCTABILITY BUFFER (ASSUMED)	---
EX. WETLAND (DOWNLOADED PER NWI ON 08/07/2023)	---
WETLAND CONSTRUCTABILITY BUFFER	---
APPROXIMATE WOODED AREA (TRACED PER AERIAL)	---
APPROXIMATE WOODED CONSTRUCTABILITY BUFFER (ASSUMED)	---
PR. FENCE	-X-X-
PR. PANEL LIMITS	---
PR. OVERHEAD ELECTRIC	---
PR. UNDERGROUND ELECTRIC	---
PR. GRAVEL ACCESS ROAD	---
PR. UTILITY POLE	○
PR. EQUIPMENT PAD	---
PR. SOLAR ARRAY	---
PR. STAGING AREA	---
PR. VEGETATIVE SCREENING	---

- ### NOTES
- THE PURPOSE OF THIS PLAN IS FOR SPECIAL USE REVIEW AND APPROVAL BY THE CITY OF YORKVILLE TO CONSTRUCT A SOLAR ENERGY SYSTEM.
  - THIS PLAN WAS PRODUCED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING KENDALL & KANE COUNTY, GOOGLE EARTH, AND USGS TOPOGRAPHIC INFORMATION.
  - SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 1709300030) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
  - THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS DURING FINAL ENGINEERING.
  - PROJECT AREA INCLUDING CONSTRUCTION STAGING AREAS, WILL BE CLEARED AND GRUBBED AS NECESSARY, RETAINING PRE-DEVELOPMENT DRAINAGE PATTERNS TO THE BEST EXTENT POSSIBLE. CONSTRUCTION STAGING AND AREAS SUBJECT TO RUTTING DURING CONSTRUCTION WILL BE TEMPORARILY STABILIZED WITH GRAVEL. SOIL CONDITIONS AND EQUIPMENT LOADS WILL DETERMINE FINAL DESIGN.
  - CONTRACTOR SHALL CALL AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. ADDITIONALLY, CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES.
  - CONTRACTOR SHALL MAINTAIN ACCESS AND UTILITY SERVICES TO ANY REMAINING BUILDING(S) OR ADJACENT BUILDING(S) THROUGHOUT THE DEMOLITION AND CONSTRUCTION PHASES. EXISTING IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
  - THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WHEN CONSTRUCTION ENDANGERS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL THE TRAFFIC MAY PROCEED NORMALLY AGAIN.
  - SITE WILL HAVE NO DEDICATIONS FOR OPEN SPACE, NATURAL AREA, HISTORIC BUILDING(S)/STRUCTURE(S), OR STORMWATER MANAGEMENT FACILITIES.
  - STORMWATER MANAGEMENT FACILITIES TO BE PROVIDED AS REQUIRED BY COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING REQUIREMENTS TO BE DETERMINED DURING FINAL ENGINEERING.
  - SOLAR PANELS WILL BE DESIGNED WITH ANTI-REFLECTIVE COATING TO MINIMIZE GLARE.
  - COLLECTION LINES WITHIN THE SOLAR FARM WILL BE LOCATED AND MAINTAINED UNDERGROUND.
  - THERE SHALL BE NO EXTERIOR LIGHTING.
  - SETBACKS SHOWN ON THIS PLAN ARE BASED ON ILLINOIS HOUSE BILL 4412.
  - THE NATIONAL WETLAND INVENTORY WAS SEARCHED AND WETLANDS WERE FOUND ON THE PROPERTY. A MORE DETAILED WETLAND INVESTIGATION WILL BE DONE DURING FINAL ENGINEERING.
  - SITE WILL SEEK AND OBTAIN ALL NECESSARY ROAD-USE AGREEMENTS FOR ANY COUNTY OR TOWNSHIP ROAD-USE PRIOR TO START OF CONSTRUCTION.
  - ALL NECESSARY PERMITS FOR SOIL EROSION CONTROL AND DRIVEWAY CONSTRUCTION WILL BE OBTAINED AS PART OF FINAL ENGINEERING AND PRIOR TO CONSTRUCTION.
  - FENCE HEIGHT SHALL NOT EXCEED 25 FEET ACCORDING TO THE ILLINOIS HOUSE BILL 4412.
  - PANELS SHALL NOT EXCEED 40 FEET IN HEIGHT WHEN ORIENTED AT MAXIMUM TILT.
  - THE PROPOSED CHAIN-LINK FENCING WILL BE VINYL COATED AND FENCING FACING ROADWAYS (IL47 AND BASELINE ROAD) WILL HAVE SLATES.

CULTIVATE POWER		
Kimley <b>Horn</b>		
© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 570 LAKE COOK RD SUITE 200 DEERFIELD, IL 60015 WWW.KIMLEY-HORN.COM		
PRELIMINARY NOT FOR CONSTRUCTION		
KHA PROJECT	ORIGINAL DATE 08/10/2023	
SCALE AS SHOWN	HAS	
DRAWN BY	MAB	
CHECKED BY	CFC	
SITE PLAN		
LANCELEAF SOLAR PROJECT, LLC		
CITY OF YORKVILLE, IL		
SHEET NUMBER <b>EX-1</b>		
No.	REVISIONS	DATE

# Exhibit D-2: Constraints Map



### LEGEND

ROAD CENTERLINE (TRACED PER AERIAL)	—
ROAD LABEL	<b>N 2200TH ST</b>
PROJECT BOUNDARY (PER KMZ FILE, PROVIDED BY CULTIVATE POWER ON 08/02/2023)	—
ROAD RIGHT OF WAY (TRACED PER KENDALL COUNTY GIS ON 08/08/2023)	R/W
PROPERTY LINE (TRACED PER KENDALL COUNTY GIS ON 08/08/2023)	---
PROPERTY LINE/RIGHT OF WAY (PER ILLINOIS HOUSE BILL 4412)	---
EXISTING STRUCTURE (TRACED PER AERIAL)	—
PRIMARY BUILDABLE AREA	⊗
EXISTING OVERHEAD ELECTRIC (TRACED PER AERIAL)	— EX OHE
UTILITY POLE (TRACED PER AERIAL)	○
EX. SOIL BOUNDARY	---
EX. WELL (PER UI WATER GIS, DOWNLOADED 08/08/2023)	⊙ W
WELL CONSTRUCTABILITY BUFFER (ASSUMED)	---
EX. WETLAND (DOWNLOADED PER NWI ON 08/07/2023)	⬇
WETLAND CONSTRUCTABILITY BUFFER	---
APPROXIMATE WOODED AREA (TRACED PER AERIAL)	+
APPROXIMATE WOODED CONSTRUCTABILITY BUFFER (ASSUMED)	---

- ### NOTES
- SETBACKS FOR ZONE 0021 (PER ILLINOIS HOUSE BILL 4412 & THE CITY OF YORKVILLE, ILLINOIS CODE OF ORDINANCES, SECTION 10-19 ALTERNATIVE ENERGY SYSTEMS) ARE AS FOLLOWS:
    - PROPERTY LINE/RIGHT OF WAY SETBACK: 50 FT
    - RESIDENTIAL SETBACK: 150 FT  
\*ADDITIONAL 15 FT IS SHOWN TO ACCOUNT FOR ROADS AND FENCES
  - ADDITIONAL SETBACKS
    - WATERWAY/WETLAND CONSTRUCTABILITY BUFFER: 50 FT  
\*ADDITIONAL 15 FT IS SHOWN TO ACCOUNT FOR ROADS AND FENCES
  - ALL EXISTING PARCEL INFORMATION IS PROVIDED BY KENDALL COUNTY AND KANE COUNTY GIS.
  - WELLS WERE TRACED PER THE UNIVERSITY OF ILLINOIS WATER GIS MAP (ACCESSED ON 08/03/2023).
  - PROJECT LIMITS WERE PROVIDED BY CULTIVATE POWER VIA KMZ ON 08/03/2023.
  - TAX PARCELS WERE TRACED PER KENDALL COUNTY AND KANE COUNTY GIS ON 08/08/2023.
  - PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NO FEMA FLOODPLAINS EXIST WITHIN THE SUBJECT PARCEL.
  - WETLANDS WERE OBTAINED USING NWI (NATIONAL WETLANDS INVENTORY) COMPLETED BY KIMLEY-HORN ON 08/07/2023. WETLAND ANALYSIS WAS TERMINATED AT THE PROJECT BOUNDARY.

### SOILS DATA TABLE

MAP UNIT SYMBOL	MAP UNIT NAME	RATING
59A	LISBON SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D
60C2	LA ROSE SILT LOAM, 5 TO 10 PERCENT SLOPES, ERODED	C
149A	BRENTON SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D
152A	DRUMMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
154A	FLANAGAN SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D
171A	CATLIN SILT LOAM, 0 TO 2 PERCENT SLOPES	C
206A	THORP SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D
330A	PEOTONE SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	C/D
512B	DANABROOK SILT LOAM, 2 TO 5 PERCENT	C
663B	CLARE SILT LOAM, 2 TO 5 PERCENT SLOPES	C

Drawing name: \\kimley-horn.com\My\_CAD\CAD\2023\20230202\2023\_Cultivate\_Lanceleaf\_Constraints\_Map.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of any part of this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

	<p>© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 570 LAKE COOK RD SUITE 200 DEERFIELD, IL 60015 WWW.KIMLEY-HORN.COM</p>																				
PRELIMINARY NOT FOR CONSTRUCTION																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">KHA PROJECT</th> <th style="width: 10%;">ORIGINAL DATE</th> <th style="width: 10%;">SCALE</th> <th style="width: 10%;">AS SHOWN</th> <th style="width: 10%;">DESIGNED BY</th> <th style="width: 10%;">HAS</th> <th style="width: 10%;">DRAWN BY</th> <th style="width: 10%;">MAB</th> <th style="width: 10%;">CHECKED BY</th> <th style="width: 10%;">CFC</th> </tr> <tr> <td></td> <td>08/10/2023</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		KHA PROJECT	ORIGINAL DATE	SCALE	AS SHOWN	DESIGNED BY	HAS	DRAWN BY	MAB	CHECKED BY	CFC		08/10/2023								
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SHEET NUMBER	DATE																				
EX-1																					



# FORGESOLAR GLARE ANALYSIS

Project: **Lanceleaf Solar**

Proposed 5MW installation located near Bailey Meadows, City of Yorkville, Kendall County, IL

Site configuration: **Lanceleaf Solar-temp-0**

Client: Lanceleaf Solar Project, LLC

Created 11 Aug, 2023

Updated 11 Aug, 2023

Time-step 1 minute

Timezone offset UTC-6

Minimum sun altitude 0.0 deg

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

Category 1 MW to 5 MW

Site ID 97459.17047

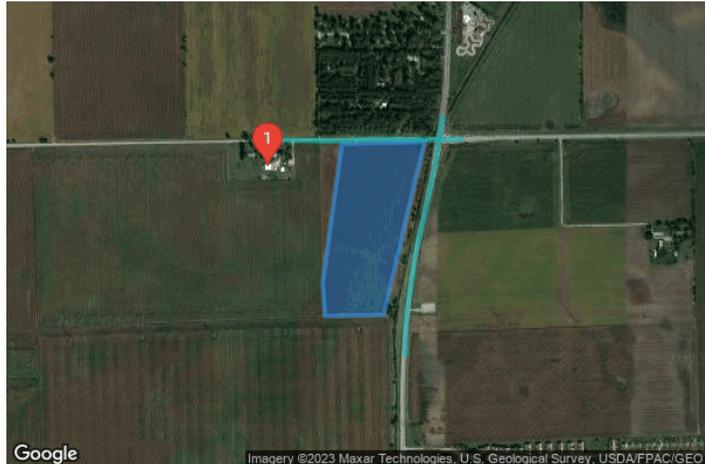
Ocular transmission coefficient 0.5

Pupil diameter 0.002 m

Eye focal length 0.017 m

Sun subtended angle 9.3 mrad

PV analysis 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 array 1	SA tracking	SA tracking	0	0.0	0	0.0	12,790,000.0

Total 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
Route 2	0	0.0	0	0.0
OP 1	0	0.0	0	0.0

# Component Data

## PV Arrays

**Name:** PV array 1  
**Description:** 5MW Photovoltaic Array  
**Axis tracking:** Single-axis rotation  
**Backtracking:** Shade-slope  
**Tracking axis orientation:** 180.0°  
**Max tracking angle:** 60.0°  
**Resting angle:** 0.0°  
**Ground Coverage Ratio:** 0.5  
**Rated power:** 5000.0 kW  
**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	41.721667	-88.447441	657.17	12.00	669.17
2	41.721715	-88.444394	654.39	12.00	666.39
3	41.716958	-88.445896	650.60	12.00	662.60
4	41.716926	-88.448063	656.38	12.00	668.38
5	41.717839	-88.448149	655.19	12.00	667.19

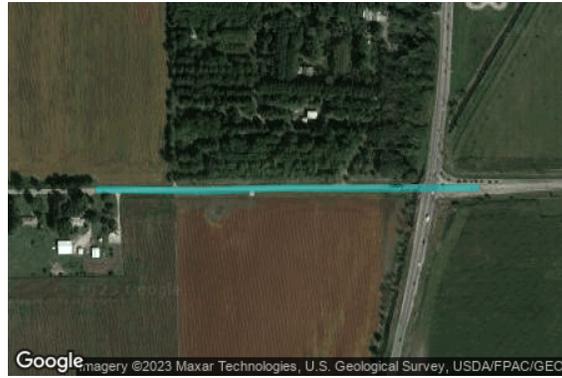
## Route Receptors

**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	41.722396	-88.443729	656.64	5.00	661.64
2	41.721067	-88.444007	656.87	5.00	661.87
3	41.719513	-88.444458	656.11	5.00	661.11
4	41.718616	-88.444737	655.89	5.00	660.89
5	41.717815	-88.444887	655.52	5.00	660.52
6	41.717047	-88.445059	654.39	5.00	659.39
7	41.716486	-88.445102	654.55	5.00	659.55
8	41.715877	-88.445102	653.96	5.00	658.96

**Name:** Route 2  
**Path type:** Two-way  
**Observer view angle:** 50.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.721784	-88.443046	656.34	5.00	661.34
2	41.721776	-88.444515	655.87	5.00	660.87
3	41.721776	-88.445663	656.64	5.00	661.64
4	41.721784	-88.446329	657.37	5.00	662.37
5	41.721744	-88.447723	659.44	5.00	664.44
6	41.721752	-88.448560	661.73	5.00	666.73
7	41.721760	-88.449086	663.92	5.00	668.92
8	41.721760	-88.449558	666.04	5.00	671.04

## Discrete Observation Point Receptors

Name	ID	Latitude (°)	Longitude (°)	Elevation (ft)	Height (ft)
OP 1	1	41.721051	-88.450144	666.99	6.00

# 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 array 1	SA tracking	SA tracking	0	0.0	0	0.0	12,790,000.0

Total 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
Route 2	0	0.0	0	0.0
OP 1	0	0.0	0	0.0

## PV: PV array 1 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
Route 2	0	0.0	0	0.0
OP 1	0	0.0	0	0.0

## PV array 1 and Route: Route 1

No glare found

## PV array 1 and Route: Route 2

No glare found

## PV array 1 and OP 1

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

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# Illinois Department of Natural Resources

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

JB Pritzker, Governor

Natalie Phelps Finnie, Director

August 15, 2023

Cindy Larson-O'Neil  
Lanceleaf Solar Project, LLC  
30 W Hubbard St.  
Chicago, IL 60654

**RE: Lanceleaf Solar Project, LLC**  
**Project Number(s): 2402782**  
**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.

However, the Department recommends the following:

The project proponent should establish pollinator-friendly habitat as groundcover wherever feasible. Solar Site Pollinator Establishment Guidelines can be found here:  
<https://dnr.illinois.gov/conservation/pollinatorscorecard.html>

The site should be de-compacted before planting. Long term management of the site should be planned for prior to development to ensure successful native pollinator habitat establishment for the lifetime of this project. An experienced ecological management consultant should be considered to assist with long-term management.

Required fencing, excluding areas near or adjacent to public access areas (e.g., roads, parking areas, trails, etc.), should not exceed 6 feet in height and should have a 6-inch gap along the bottom to prevent the restriction of wildlife movement.

Required night lighting should follow International Dark-Sky Association (IDA) guidance to minimize the effect of light pollution on wildlife.



# Illinois Department of Natural Resources

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

JB Pritzker, Governor

Natalie Phelps Finnie, Director

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.

Bradley Hayes  
Division of Ecosystems and Environment  
217-785-5500



**Kendall County Soil & Water  
Conservation District**

## Exhibit F: NRI Report Application

7775A Route 47, Yorkville, Illinois 60560 • (630)553-5821 extension 3



[www.kendallswcd.org](http://www.kendallswcd.org)

### NATURAL RESOURCE INFORMATION (NRI) REPORT APPLICATION

**Petitioner:** Lanceleaf Solar Project, LLC **Contact Person:** Cindy Larson-O'Neil  
 Address: 30 W Hubbard St., Suite 400 30 W Hubbard St., Suite 400  
 City, State, Zip: Chicago, IL 60654 Chicago, IL 60654  
 Phone Number: 952-486-1537 952-486-1537  
 Email: cindy@cultivate-power.com cindy@cultivate-power.com  
 Please select: How would you like to receive a copy of the NRI Report?  Email  Mail

#### Site Location & Proposed Use

Township Name Yorkville Township 37 N, Range 7 E, Section(s) 4  
 Parcel Index Number(s) 02-04-100-006  
 Project or Subdivision Name Lanceleaf Solar Project, LLC Number of Acres 36.8  
 Current Use of Site Agricultural land Proposed Use Freestanding Solar Energy System  
 Proposed Number of Lots 1 Proposed Number of Structures 1 (please refer to the site plan)  
 Proposed Water Supply N/A Proposed type of Wastewater Treatment N/A  
 Proposed type of Storm Water Management N/A

#### Type of Request

- Change in Zoning from PUD (R-2, R-3, R-4, B-3) to Special Use (A-1)  
 Variance (Please describe fully on separate page)  
 Special Use Permit (Please describe fully on separate page)

Name of County or Municipality the request is being filed with: City of Yorkville

#### In addition to this completed application form, please including the following to ensure proper processing:

- Plat of Survey/Site Plan** – showing location, legal description and property measurements  
 **Concept Plan** - showing the locations of proposed lots, buildings, roads, stormwater detention, open areas, etc.  
 If available: topography map, field tile map, copy of soil boring and/or wetland studies  
 **NRI fee** (Please make checks payable to Kendall County SWCD)

The NRI fees, as of July 1, 2010, are as follows:

Full Report: \$375.00 for five acres and under, plus \$18.00 per acre for each additional acre or any fraction thereof over five.  
Executive Summary Report: \$300.00 (KCSWCD staff will determine when a summary or full report will be necessary.)

Fee for first five acres and under	\$ <u>375.00</u>
<u>31.80</u> Additional Acres at \$18.00 each	\$ <u>572.40</u>
<b>Total NRI Fee</b>	\$ <u>947.40</u>

**NOTE:** Applications are due by the 1<sup>st</sup> of each month to be on that month's SWCD Board Meeting Agenda. Applications can be emailed to [Alyse.Olson@il.nacdnet.net](mailto:Alyse.Olson@il.nacdnet.net) and checks mailed separately. Once a completed application is submitted, including NRI fee, please allow 30 days for inspection, evaluation, and processing of this report.

**I (We) understand the filing of this application allows the authorized representative of the Kendall County Soil and Water Conservation District (SWCD) to visit and conduct an evaluation of the site described above. The completed NRI report expiration date will be 3 years after the date reported.**

DocuSigned by:  
Cindy Larson-O'Neil

8/11/2023

**Petitioner or Authorized Agent**

**Date**

This report will be issued on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, handicap or marital status.

#### FOR OFFICE USE ONLY

NRI# \_\_\_\_\_ Date initially rec'd \_\_\_\_\_ Date all rec'd \_\_\_\_\_ Board Meeting \_\_\_\_\_  
 Fee Due \$ \_\_\_\_\_ Fee Paid \$ \_\_\_\_\_ Check # \_\_\_\_\_ Over/Under Payment \_\_\_\_\_ Refund Due \_\_\_\_\_

## Details on Type of Request

1. Variance - We are requesting a minor variance of Title X (Zoning), Chapter 19 (Alternative Energy Systems), Sec. 7 (Freestanding solar energy systems), para. D (Clearance) to reduce the minimum clearance height required from 10ft to a lower clearance height that is consistent with industry standards.
2. Special Use Permit - We are requesting Special Use for a 5 megawatt solar energy system, a permitted and special use in accordance with Section 10-4-9 of the Yorkville Code of Ordinances.



**Kendall County Soil & Water  
Conservation District**

September 12, 2023

United City of Yorkville  
Attn: Krysti Barksdale-Noble – Community Development Director  
651 Prairie Pointe Drive  
Yorkville, IL 60560

Dear Ms. Barksdale-Noble,

Attached please find a copy of a completed Natural Resource Information (NRI) Report (#2308) for petitioner Lanceleaf Solar Project, LLC. The petitioner is requesting a Special Use Permit from the United City of Yorkville on one parcel (Parcel Index Number 02-04-100-006) for the proposed 36.8-acre Lanceleaf Solar Project. The project area is in Section 4, Township 37 North, and Range 7 East of Bristol Township in Kendall County, Illinois.

This report was completed by the Kendall County Soil & Water Conservation District at the request of the petitioner, Lanceleaf Solar Project, LLC.

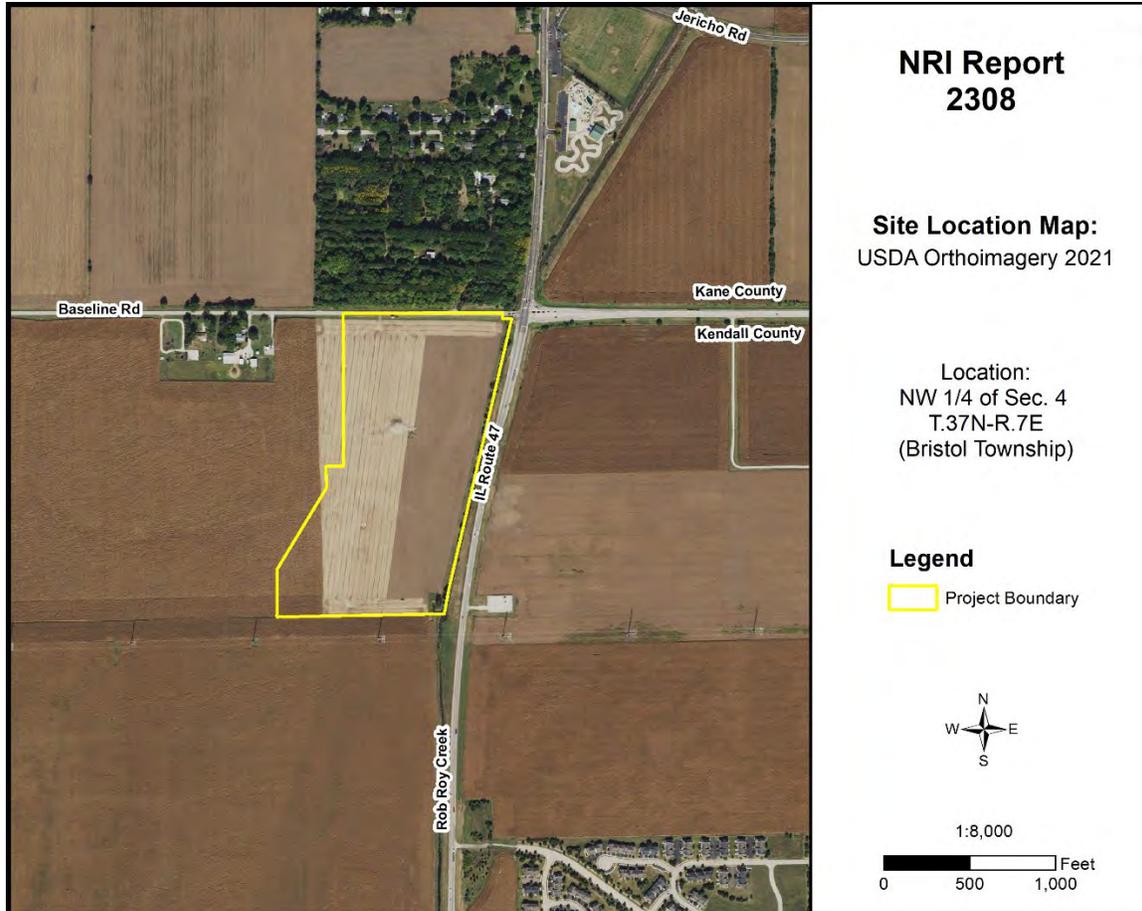
If you have any questions, please contact our office at (630) 553-5821 extension 3 or email [Alyse.Olson@il.nacdnet.net](mailto:Alyse.Olson@il.nacdnet.net).

Sincerely,

Alyse Olson  
Resource Conservationist

Enclosures

# NATURAL RESOURCE INFORMATION (NRI) REPORT: #2308



Sept.  
2023

Petitioner: Lanceleaf Solar Project, LLC  
Contact: Cindy Larson-O'Neil (Cultivate Power)

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	2308
Date District Board Reviews Application	September 2023
Applicant’s Name	Lanceleaf Solar Project, LLC
Size of Parcel	36.8 acres
Current Zoning & Use	A-1 Agricultural; Agricultural field
Proposed Zoning & Use	A-1 Agricultural Special Use; Freestanding Solar Energy System
Parcel Index Number(s)	02-04-100-006
Contact Person	Cindy Larson-O’Neil (Cultivate Power)

<b>Copies of this report or notification of the proposed land-use change was provided to:</b>	<b>Yes</b>	<b>No</b>
The Applicant	X	
The Applicant’s Legal Representation		X
The Local/Township Planning Commission	X	
The Village/ <b>City</b> /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*

---

## ***PURPOSE AND INTENT***

---

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***

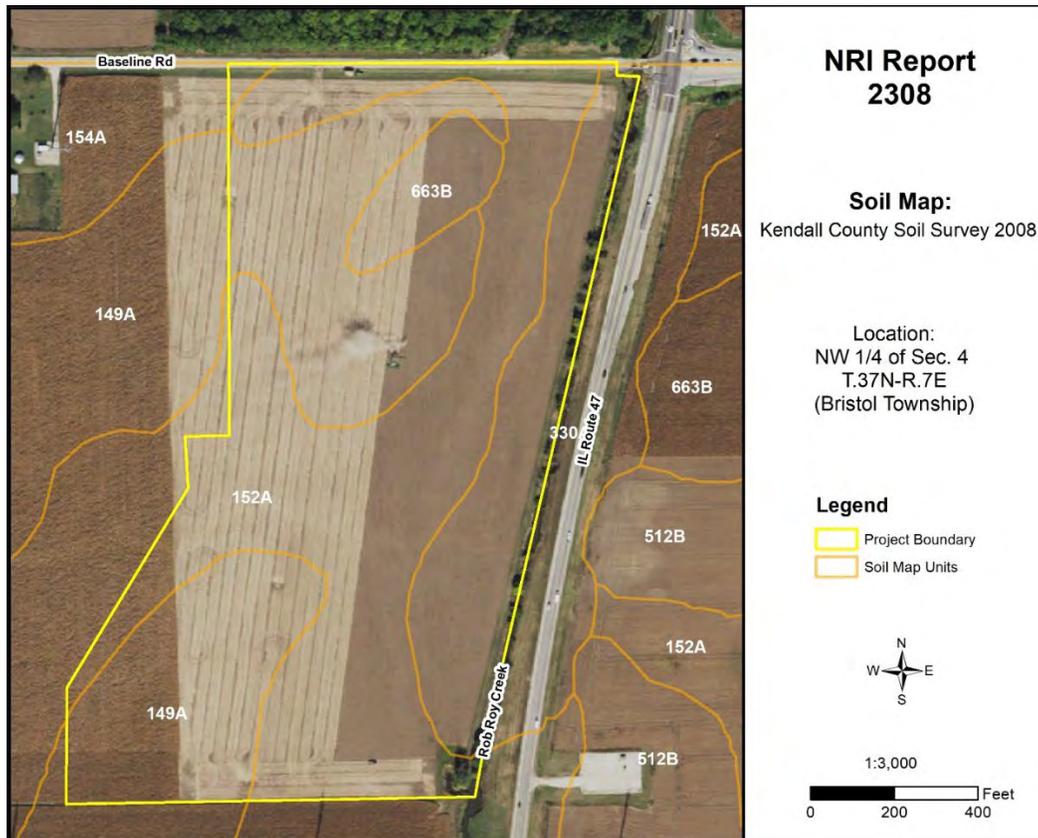
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Natural Resource Information Report Number	#2308
Petitioner	Lanceleaf Solar Project, LLC
Contact Person	Cindy Larson-O'Neil (Cultivate Power)
County or Municipality the Petition is Filed With	United City of Yorkville
Location of Parcel	NW ¼ of Section 4, Township 37 North, Range 7 East (Bristol Township) of the 3 <sup>rd</sup> Principal Meridian
Project or Subdivision Name	Lanceleaf Solar Project
Existing Zoning & Land Use	A-1 Agricultural; Agricultural field
Proposed Zoning & Land Use	A-1 Agricultural Special Use; Freestanding Solar Energy System
Proposed Water Source	Not applicable
Proposed Type of Sewage Disposal System	Not applicable
Proposed Type of Storm Water Management	Not indicated
Size of Site	36.8 acres
Land Evaluation Site Assessment (LESA) Score	(Land Evaluation: 98; Site Assessment: N/A)

**NATURAL RESOURCE CONSIDERATIONS**

**SOIL INFORMATION**

Based on information from the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) 2008 Kendall County Soil Survey, this project area contains the soil types shown in Figure 1 and Table 1. 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.



**Figure 1: Soil Map**

**Table 1: Soils Information**

Soil Type	Soil Name	Drainage Class	Hydrologic Group	Hydric Designation	Farmland Designation	Acres	% Area
149A	Brenton silt loam, 0-2% slopes	Somewhat Poorly Drained	B/D	Non-Hydric with Hydric Inclusions	Prime Farmland	12.8	34.6%
152A	Drummer silty clay loam, 0-2% slopes	Poorly Drained	B/D	Hydric	Prime Farmland if Drained	16.3	44.3%
154A	Flanagan silt loam, 0-2% slopes	Somewhat Poorly Drained	C/D	Non-Hydric with Hydric Inclusions	Prime Farmland	0.2	0.5%
330A	Peotone silty clay loam, 0-2% slopes	Very Poorly Drained	C/D	Hydric	Prime Farmland if Drained	5.9	15.9%
663B	Clare silt loam, 2-5% slopes	Moderately Well Drained	C	Non-Hydric	Prime Farmland	1.7	4.7%

**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.

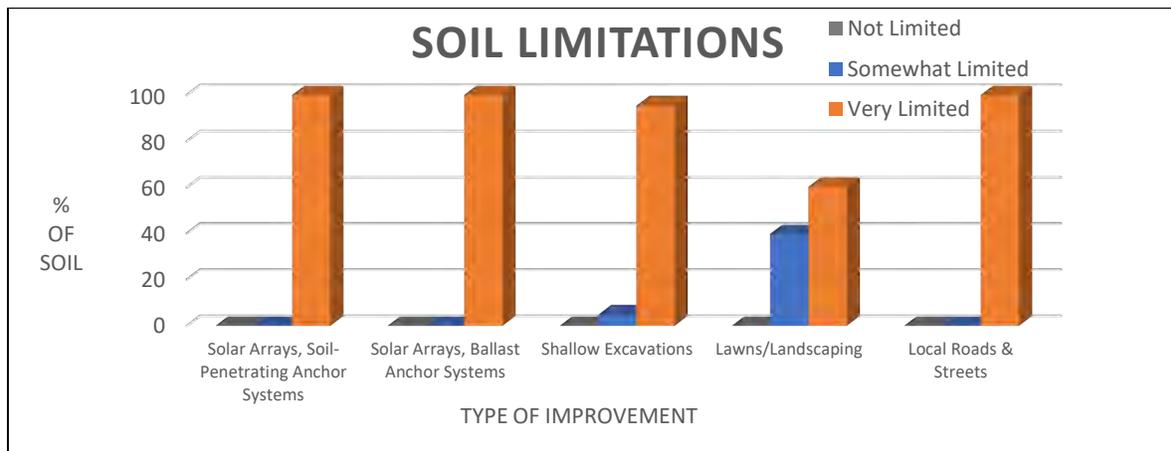
**Hydric Soils** – A hydric soil is one that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile that supports the growth or regeneration of hydrophytic vegetation. Soils with hydric inclusions 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, two are classified as hydric soil (152A Drummer silty clay loam and 330A Peotone silty clay loam), one is classified as non-hydric soil (663B Clare silt loam), and two are classified as non-hydric soils with hydric inclusions likely (149A Brenton silt loam and 154A Flanagan 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, three are designated as prime farmland (149A Brenton silt loam, 154A Flanagan silt loam, and 663B Clare silt loam) and two are designated as prime farmland if drained (152A Drummer silty clay loam and 330A Peotone silty clay loam).

**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-Penetrating Anchor Systems	Solar Arrays, Ballast Anchor Systems	Shallow Excavations	Lawns/Landscaping	Local Roads & Streets
149A	Very Limited	Very Limited	Very Limited	Somewhat Limited	Very Limited
152A	Very Limited	Very Limited	Very Limited	Very Limited	Very Limited
154A	Very Limited	Very Limited	Very Limited	Somewhat Limited	Very Limited
330A	Very Limited	Very Limited	Very Limited	Very Limited	Very Limited
663B	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 **98**, 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 indicates the presence of 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.

### **FLOODPLAIN**

The Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for Kendall County, Community Panel No. 17093C0030G (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 does not contain areas of 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 as 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.

### **ECOLOGICAL CONSIDERATIONS**

Developers of solar project sites are encouraged to plant native groundcover. Native shrubs, grasses, and wildflowers offer benefits such as improved erosion control, pesticide avoidance, stormwater infiltration, wildlife habitat, and reduced overall maintenance. Naturalized areas, once established, are more drought tolerant, require little to no fertilization, and only need to be mowed once or twice a year. Native fruiting and flowering plants also provide a food source and habitat for native pollinators which offer the ecological service of pollinating our agricultural crops.

The District recognizes two potential sources of water pollution from solar farms including cracked panels and oil leaks or spills from transformers. Cracked panels can leach toxic materials if many broken panels are exposed to precipitation over a long period of time. To prevent this issue, solar farm operators should regularly inspect for cracked panels. Cracked or broken panels must be immediately stored under protective cover and should be periodically transported offsite for recycling or proper offsite storage.

Electrical transformers are used to increase output voltage from solar farms to the electrical grid. These transformers contain oil, which can leak or spill resulting in environmental damage. To reduce environmental damage, biodegradable oil can be used in the transformers. Larger transformers typically use mineral-based oil unless biodegradable oil is specifically requested. Leaks and spills of biodegradable oil must still be prevented, but the risk for groundwater contamination would be reduced and clean-up efforts simplified in the event of a release. Secondary containment systems such as trays, membranes, or vaults can also be used in the event of a leak or spill. Containment systems must be designed to manage stormwater so adequate containment volume is maintained. This would be the responsibility of the solar developer.

**LAND USE FINDINGS:**

The Kendall County Soil and Water Conservation District (SWCD) Board has reviewed the proposed site plans for Lanceleaf Solar Project, LLC. The petitioner is requesting a Special Use Permit on one parcel (Parcel Index Number 02-04-100-006) to construct a 36.8-acre solar development within Bristol Township of Kendall County, IL located in Section 4, 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 soils should be preserved whenever feasible due to their highly productive qualities for growing agriculturally important grain and fiber crops in our community. Of the soils found onsite, 100% are designated as prime farmland or prime farmland if drained. 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 a 98 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-penetrating & ballast anchor systems) and local roads/streets, 95% are very limited for shallow excavations, and 60% 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 Lower 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. It is critical to have vegetative cover during and after construction to protect the soil from erosion. 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.

The Kendall County SWCD strongly recommends the use of native ground cover, specifically plant varieties beneficial to pollinator species, be used to vegetate the site. Native vegetation benefits soil health, creates habitat, provides resiliency to drought and prolonged wet conditions, and reduces maintenance needs after successful establishment.

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 Statues, Ch. 70, Par 405/22.02a).

  
SWCD Board Representative

9/11/23  
Date

## PARCEL LOCATION

Northwestern ¼ of Section 4, Township 37 North, Range 7 East (Bristol Township). This parcel contains approximately 36.8 acres and is located southwest of the Baseline Road and Illinois Route 47 intersection in Yorkville, Illinois. The parcel is within the United City of Yorkville.

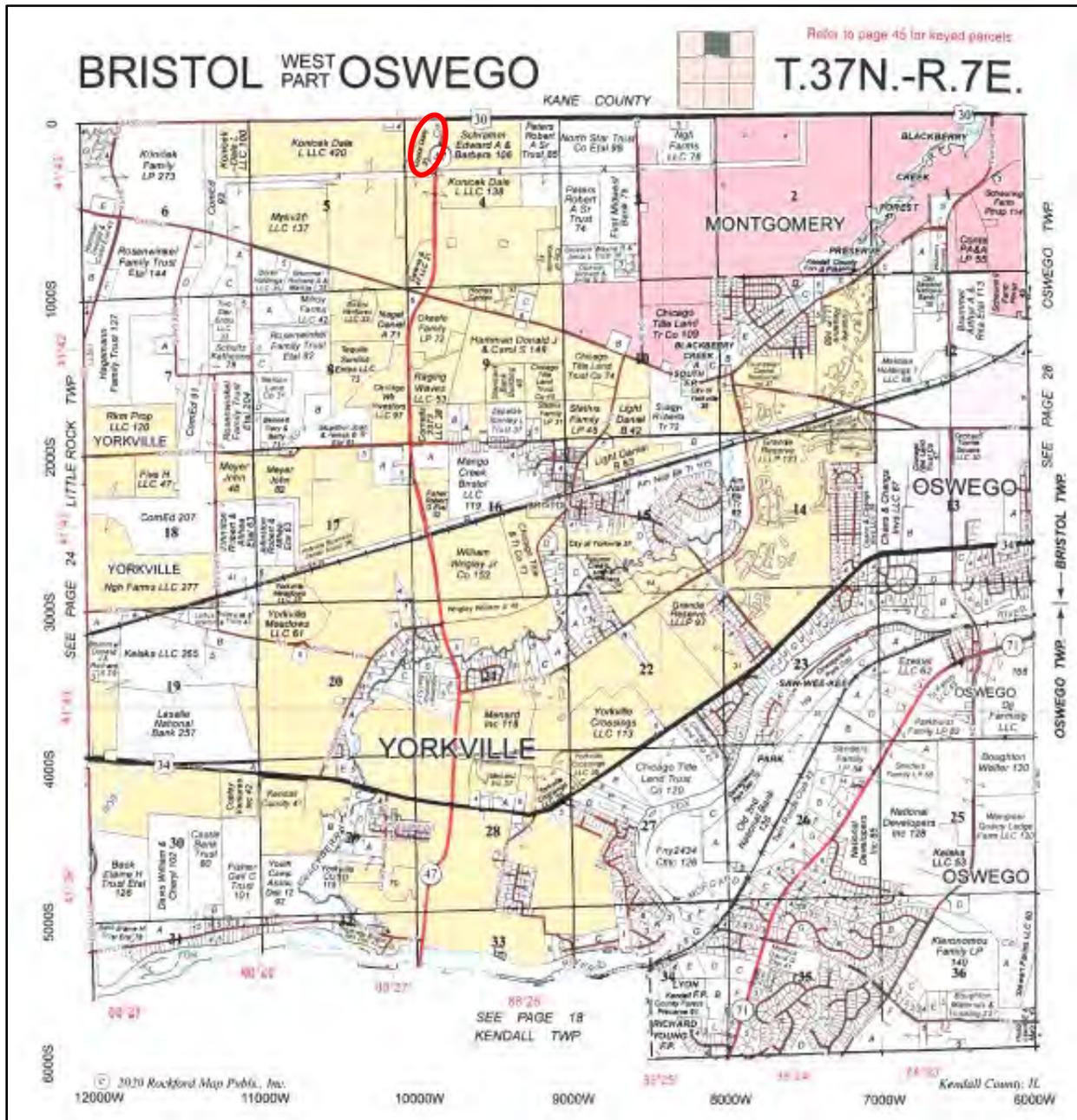


Figure 3: 2021 Plat Map

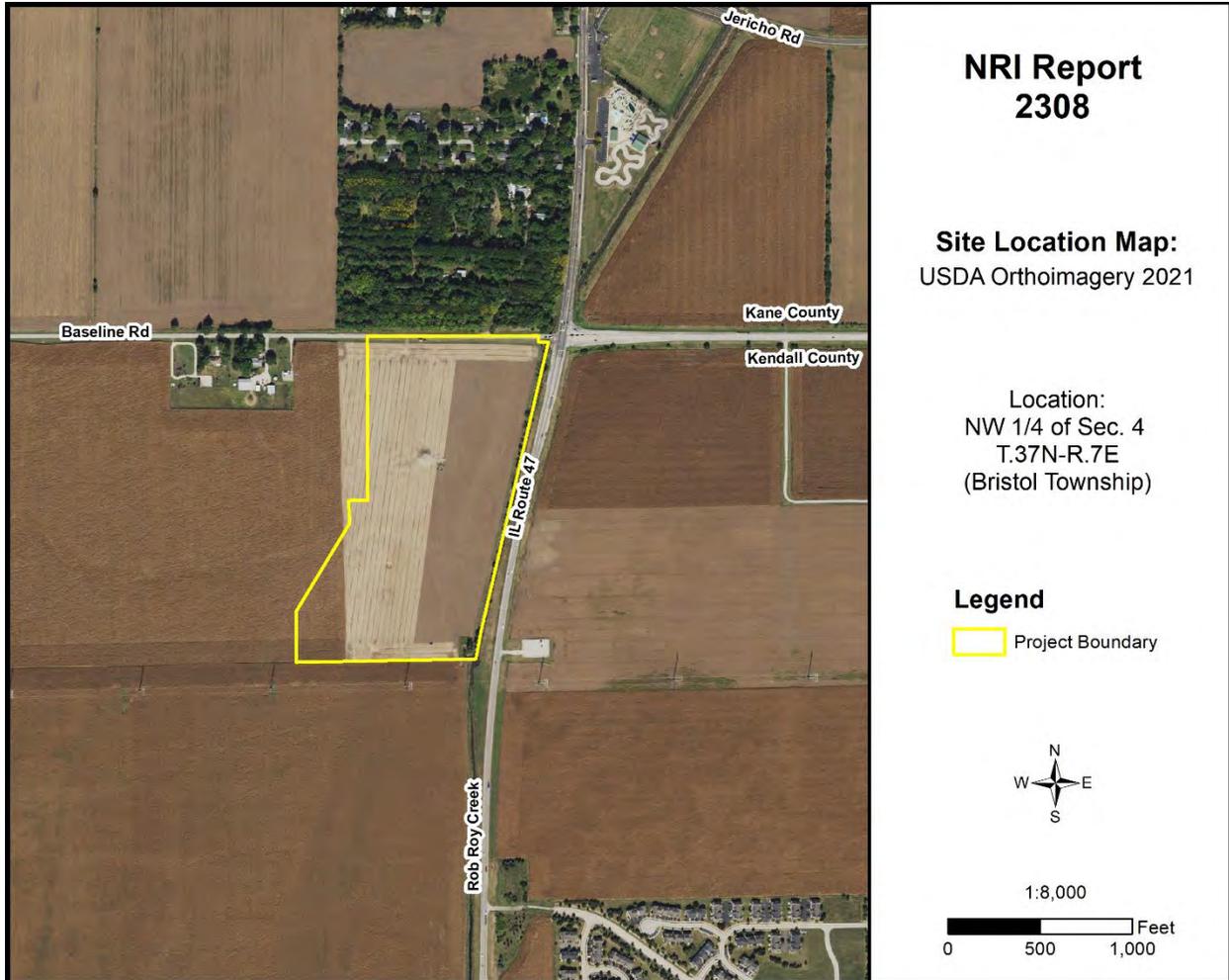


Figure 4: 2021 Aerial Map with NRI Project Boundary

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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.

**The Illinois State Historic Preservation Office has not been notified of the proposed land use change by the Kendall County SWCD. The applicant may need to contact them according to current Illinois law.**

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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 flows along the eastern boundary of the PIQ. Rob Roy Creek is a tributary to the Fox River.**

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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.

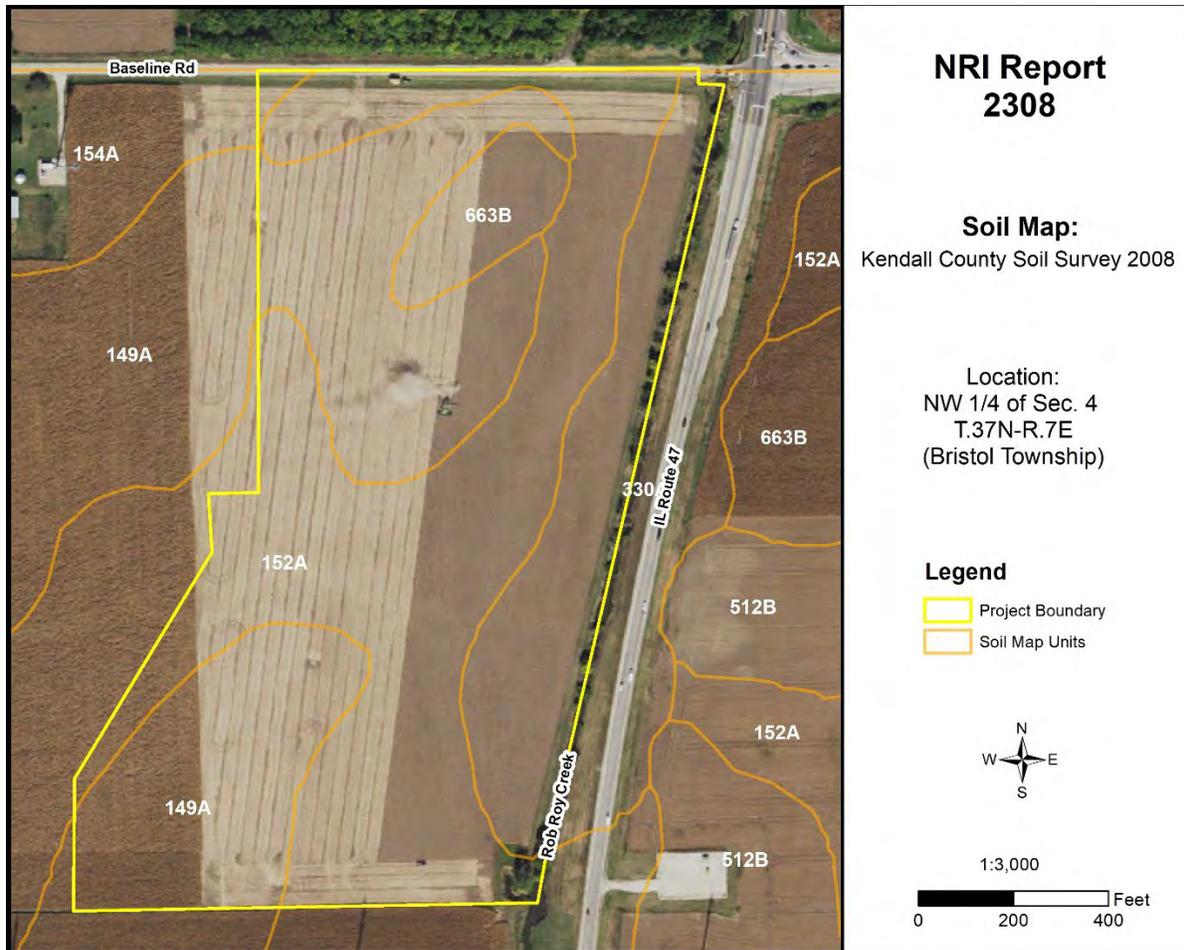


Figure 5: Soil Map

Table 3: Soil Map Unit Descriptions

Soil Type	Soil Name	Acres	Percent
149A	Brenton silt loam, 0-2% slopes	12.8	34.6%
152A	Drummer silty clay loam, 0-2% slopes	16.3	44.3%
154A	Flanagan silt loam, 0-2% slopes	0.2	0.5%
330A	Peotone silty clay loam, 0-2% slopes	5.9	15.9%
663B	Clare silt loam, 2-5% slopes	1.7	4.7%

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-Penetrating 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

Soil Type	Solar Arrays, Soil-Penetrating Anchor Systems	Solar Arrays, Ballast Anchor Systems	Shallow Excavations	Lawns & Landscaping	Local Roads & Streets	Acres	%
149A	<b>Very Limited:</b> Frost action, Low strength, Steel corrosion, Depth to saturated zone, Hillslope position, Ponding	<b>Very Limited:</b> Frost action, Low strength, Depth to saturated zone, Hillslope position, Ponding, Slope shape across	<b>Very Limited:</b> Depth to saturated zone, Dusty, Unstable excavation walls, Ponding	<b>Somewhat Limited:</b> Depth to saturated zone, Dusty	<b>Very Limited:</b> Frost action, Low strength, Depth to saturated zone, Shrink-swell, Ponding	12.8	34.6%
152A	<b>Very Limited:</b> Ponding, Depth to saturated zone, Frost action, Low strength, Steel corrosion, Shrink-swell	<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, Dusty, Unstable excavation walls, Too clayey	<b>Very Limited:</b> Ponding, Depth to saturated zone, Dusty	<b>Very Limited:</b> Ponding, Depth to saturated zone, Frost action, Low strength, Shrink-swell	16.3	44.3%
154A	<b>Very Limited:</b> Low strength, Shrink-swell, Steel corrosion, Depth to saturated zone, Frost action, Ponding, Depth to saturated zone, Frost action, Low strength, Steel corrosion	<b>Very Limited:</b> Low strength, Depth to saturated zone, Frost action, Ponding, Slope shape across	<b>Very Limited:</b> Depth to saturated zone, Dusty, Unstable excavation walls, Ponding	<b>Somewhat Limited:</b> Depth to saturated zone, Dusty	<b>Very Limited:</b> Low strength, shrink-swell, Depth to saturated zone, Frost action, Ponding	0.2	0.5%
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	5.9	15.9%
663B	<b>Very Limited:</b> Frost action, Low strength, Steel corrosion, Hillslope position, Shrink-swell	<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, Low strength, Shrink-swell	1.7	4.7%
<b>% Very Limited</b>	<b>100%</b>	<b>100%</b>	<b>95.3%</b>	<b>60.2%</b>	<b>100%</b>		

Figure 6A: Map of Building Limitations - Solar Arrays (Soil-penetrating & Ballast Anchor Systems) and Local Roads & Streets (Paved & Unpaved)



Soil Map may not be valid at this scale.

Map Scale: 1:3,220 if printed on A portrait (8.5" x 11") sheet.

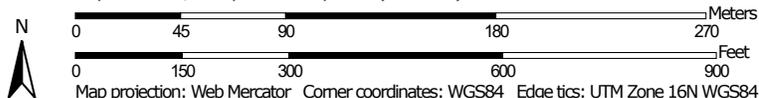


Figure 6B: Map of Building Limitations - Shallow Excavations



Soil Map may not be valid at this scale.

Map Scale: 1:3,220 if printed on A portrait (8.5" x 11") sheet.

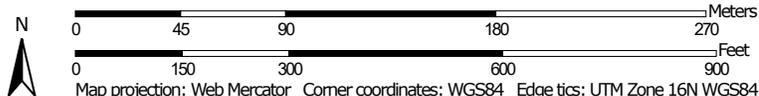
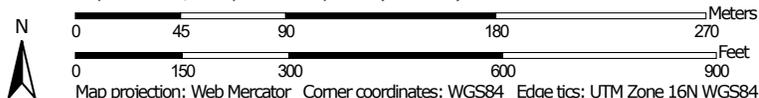


Figure 6C: Map of Building Limitations - Lawns / Landscaping



Soil Map may not be valid at this scale.

Map Scale: 1:3,220 if printed on A portrait (8.5" x 11") sheet.



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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

Soil Type	Hydrologic Group	Surface Runoff	Water Table	Ponding	Flooding
149A	B/D	Low	January – May Upper Limit: 1.0’-2.0’ Lower Limit: 6.0’	January – December Frequency: None	January – December Frequency: None
152A	B/D	Negligible	January – May Upper Limit: 0.0’-1.0’ Lower Limit: 6.0’	January – May Surface Water Depth: 0.0’-0.5’ Duration: Brief (2-7 days) Frequency: Frequent	January – December Frequency: None
154A	C/D	Low	January – May Upper Limit: 1.0’-2.0’ Lower Limit: 3.7’-5.9’	January – December Frequency: None	January – December Frequency: None
330A	C/D	Negligible	January – June Upper Limit: 0.0’-1.0’ Lower Limit: 6.0’	January – June Surface Water Depth: 0.0’-0.5’ Duration: Brief (2-7 days) Frequency: Frequent	January – December Frequency: None
663B	C	Low	February - April Upper Limit: 2.0’-3.5’ Lower Limit: 6.0’	January – December Frequency: None	January – December Frequency: None

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## **SOIL EROSION AND SEDIMENT CONTROL**

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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 Project Area</b>
149A	0-2%	Slight	12.8	34.6%
152A	0-2%	Slight	16.3	44.3%
154A	0-2%	Slight	0.2	0.5%
330A	0-2%	Slight	5.9	15.9%
663B	2-5%	Slight	1.7	4.7%

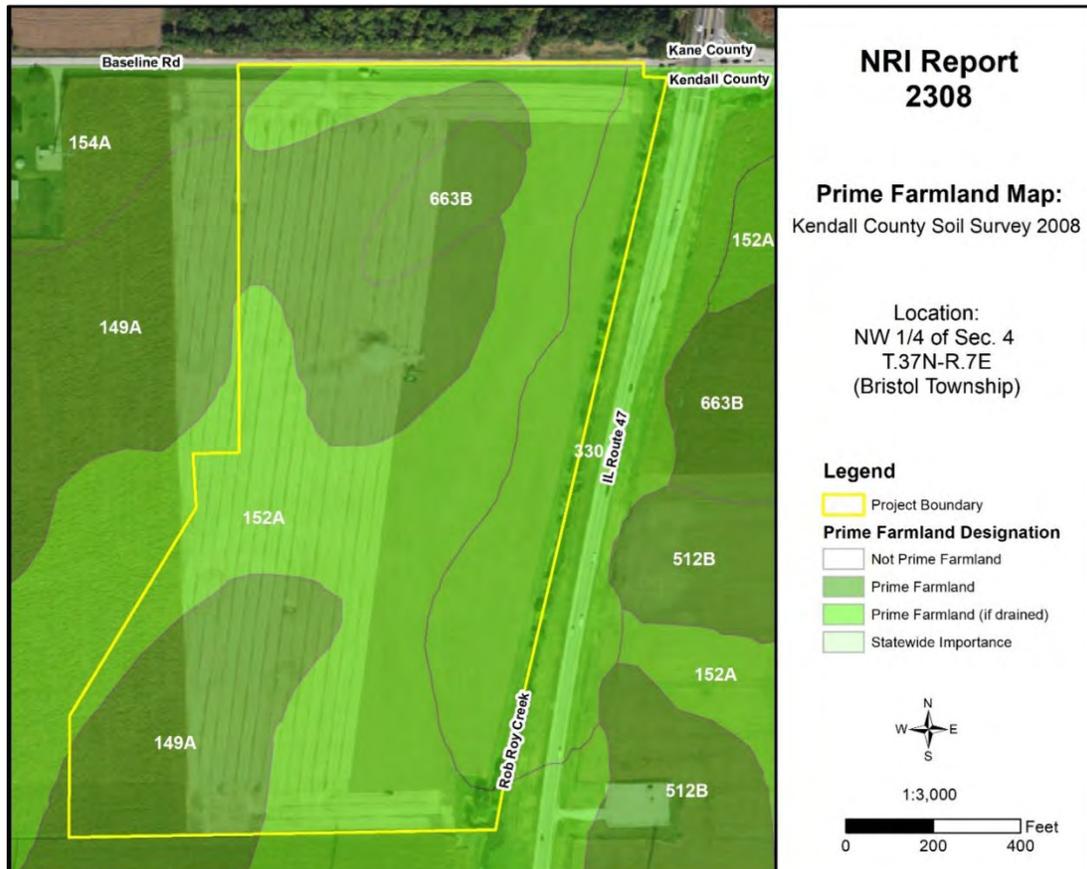
## PRIME FARMLAND SOILS

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 Type	Prime Designation	Acreage	Percent
149A	Prime Farmland	12.8	34.6%
152A	Prime Farmland if Drained	16.3	44.3%
154A	Prime Farmland	0.2	0.5%
330A	Prime Farmland if Drained	5.9	15.9%
663B	Prime Farmland	1.7	4.7%
<b>% Prime Farmland</b>	<b>100%</b>		



**Figure 7:** Map of Prime Farmland Soils

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## **LAND EVALUATION AND SITE ASSESSMENT (LESA)**

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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

<b>Soil Type</b>	<b>Value Group</b>	<b>Relative Value</b>	<b>Acres*</b>	<b>Product (Relative Value x Acres)</b>
149A	1	100	12.8	1,280.0
152A	1	100	16.3	1,630.0
154A	1	100	0.2	20.0
330A	3	87	5.9	513.3
663B	2	94	1.7	159.8
			<b>36.8</b>	<b>3,603.1</b>
<b>LE Calculation</b>			(Product of relative value / Total Acres) 3,603.1 / 36.8 = 97.9	
<b>LE Score</b>			<b>LE = 98</b>	

\*Acres listed in this chart provides a generalized representation and may not precisely reflect exact acres of each soil type.

**The Land Evaluation (LE) score for this site is 98 out of 100, indicating that the soils are well suited for agricultural uses considering the Land Evaluation score is above 80. The full LESA Score is not applicable for the proposed project site since it is within municipal planning boundaries.** Selecting the project site with the lowest total points will generally protect the best farmland 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 United City of Yorkville's Community Development Department for information regarding their 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.

Flood Insurance Rate Maps (FIRMs), produced by the Federal Emergency Management Agency (FEMA), 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 (1% annual chance flood), Zone B or Zone X (shaded) is the 100 to 500-year flood (between limits of the 1% and the 0.2% annual chance flood), and Zone C or Zone X (unshaded) is outside the floodplain (outside the 0.2% annual chance flood).

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 drainage ways, 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 5%) and an elevation range of approximately 646'-660' above sea level. The lowest point is along Rob Roy Creek, and the highest point is in the northern portion of the site. According to the FEMA Floodplain Map (Figure 8), the parcel does not contain areas of floodplain or floodway.**

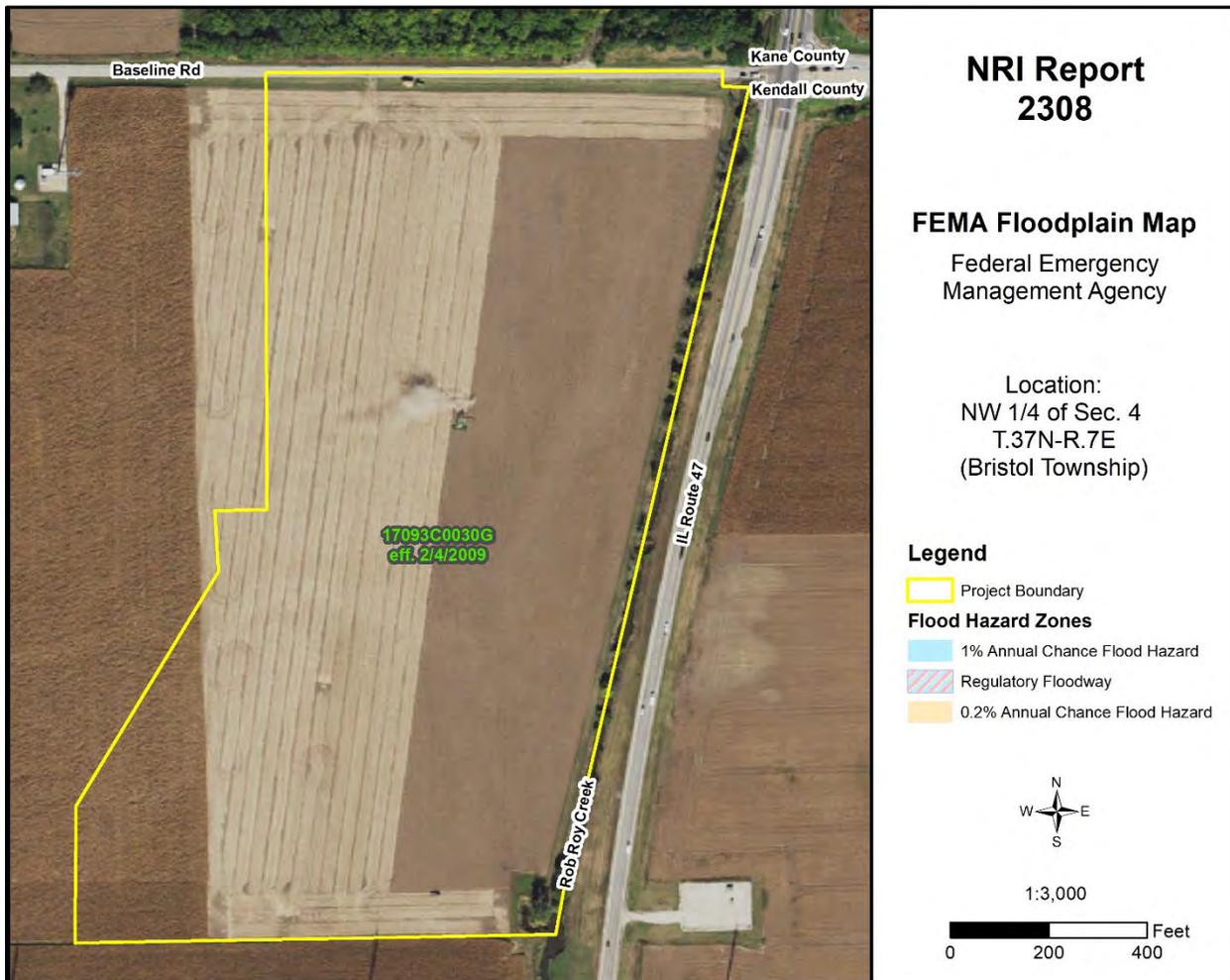


Figure 8: FEMA Floodplain Map



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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

**This parcel is located within the Lower Fox River watershed and the Rob Roy Creek sub watershed.**

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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."*

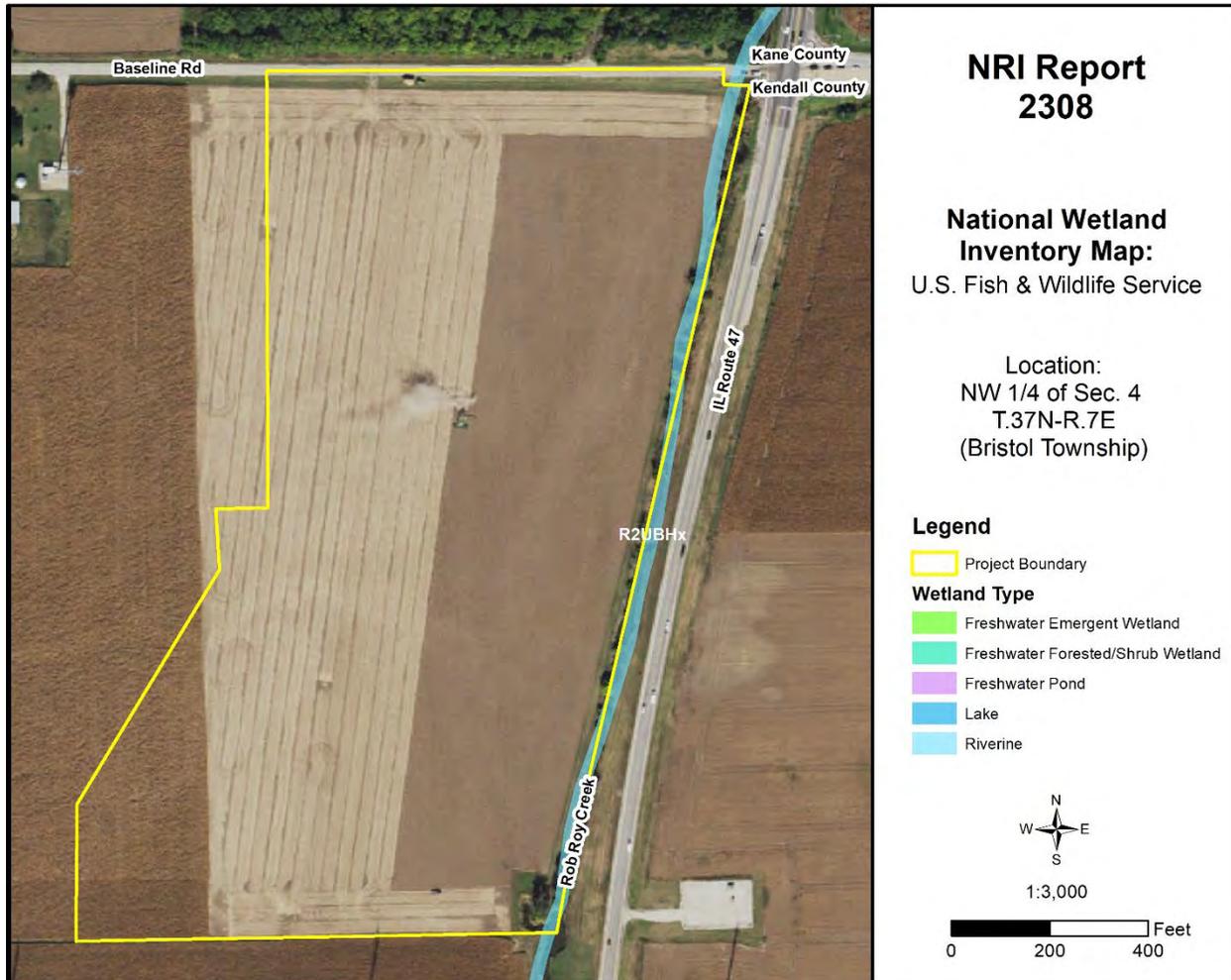


Figure 10: Wetland Map – USFWS National Wetlands Inventory

Office maps indicate that mapped wetlands/waters are present on the parcel in question (PIQ). Rob Roy Creek runs along the eastern boundary of the parcel. Rob Roy Creek is classified as a Riverine (R), Lower Perennial (2), Unconsolidated Bottom (UB), Permanently Flooded (H), Excavated (x) waterway (R2UBHx). To determine the presence of wetlands, 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.

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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, 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

Soil Types	Drainage Class	Hydric Designation	Hydric Inclusions Likely	Hydric Rating %	Acres	% Area
149A	Somewhat Poorly Drained	Non-Hydric	Yes	3%	12.8	34.6%
152A	Poorly Drained	Hydric	N/A	100%	16.3	44.3%
154A	Somewhat Poorly Drained	Non-Hydric	Yes	4%	0.2	0.5%
330A	Very Poorly Drained	Hydric	N/A	100%	5.9	15.9%
663B	Moderately Well Drained	Non-Hydric	No	0%	1.7	4.7%

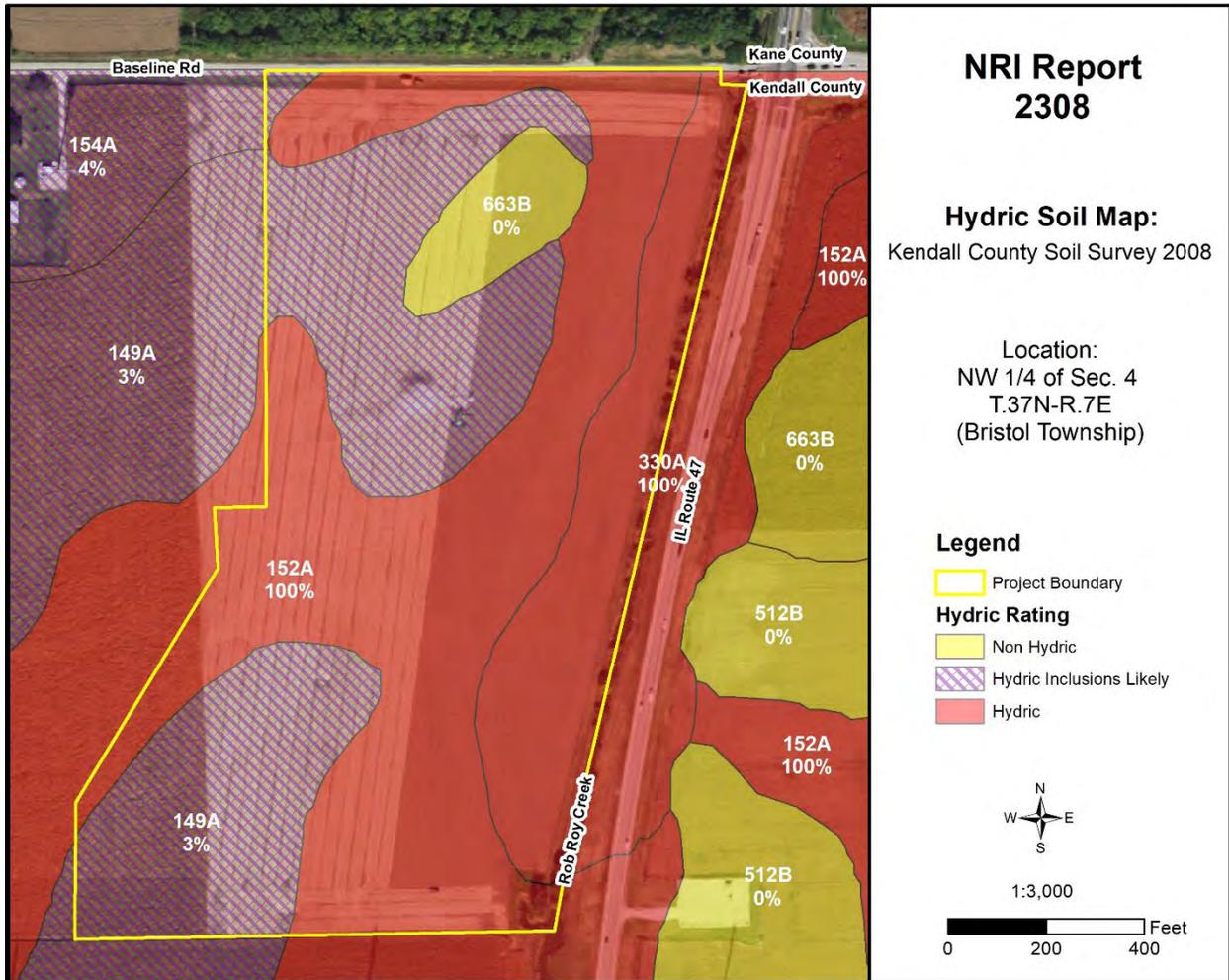


Figure 11: Hydric Soil Map

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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, Chicago District, 231 South LaSalle Street, Suite 1500, Chicago, IL 60604. Phone: (312) 846-5530
- **Floodplains:** Illinois Department of Natural Resources - Office of Water Resources, One Natural Resources Way, Springfield, IL 62702-1270. Phone: (217) 782-6302
- **Water Quality/Erosion Control:** Illinois Environmental Protection Agency, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276. Phone: (217) 782-3397

### 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 Harbors Appropriation Act of 1899 or Section 404 of the Clean Water Act are subject to fines ranging up to \$16,000 per day of violation, with a maximum cap of \$187,500 in any single enforcement action, as well as criminal enforcement.**

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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.

**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 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.

**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.

**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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NORTH

GRAPHIC SCALE IN FEET

VICINITY MAP

SCALE: 1"=5000'

SITE DATA TABLE	
PIN #	02-04-100-006
PROPERTY OWNER	SANJAY AND SAMEER GUPTA
SITE ADDRESS	NORTHEAST CORNER OF BASELINE ROAD AND NORTH BRIDGE STREET, YORKVILLE, IL 60560
ZONING JURISDICTION	CITY OF YORKVILLE
CURRENT LAND USE	0021 - FARM NOT IMPROVED*
PROPOSED USE	SOLAR ENERGY SYSTEM
PROJECT BOUNDARY AREA	34.66 ± AC
AREA WITHIN FENCE	25.56 ± AC
PRELIMINARY SOLAR AREA	21.08 ± AC
PROPERTY LINE/RIGHT OF WAY SETBACK	50.0'

\*ZONING SITE PLAN IS BEING SUBMITTED FOR SPECIAL USE PERMIT TO CONSTRUCT/OPERATE A SOLAR FARM ENERGY FARM.

### LEGEND

ROAD CENTERLINE (TRACED PER AERIAL)	---
ROAD LABEL	<b>N 2200TH ST</b>
PROJECT BOUNDARY (PER KMZ FILE, PROVIDED BY CULTIVATE POWER ON 03/06/2023)	- - - - -
ROAD RIGHT OF WAY (TRACED PER KENDALL COUNTY GIS ON 08/08/2023)	R/W
PROPERTY LINE (TRACED PER KENDALL COUNTY GIS ON 08/08/2023)	- - - - -
PROPERTY LINE/RIGHT-OF-WAY SETBACK (PER ILLINOIS HOUSE BILL 4412)	- - - - -
EXISTING RESIDENCE/STRUCTURE (TRACED PER AERIAL)	[Symbol]
EXISTING OVERHEAD ELECTRIC (TRACED PER AERIAL)	- O -
UTILITY POLE (TRACED PER AERIAL)	○
EX. WELL (PER UI WATER GIS, DOWNLOADED 08/08/2023)	⊙
WELL CONSTRUCTABILITY BUFFER (ASSUMED)	[Symbol]
EX. WETLAND (DOWNLOADED PER NWI ON 08/07/2023)	[Symbol]
WETLAND CONSTRUCTABILITY BUFFER	[Symbol]
APPROXIMATE WOODED AREA (TRACED PER AERIAL)	[Symbol]
APPROXIMATE WOODED CONSTRUCTABILITY BUFFER (ASSUMED)	[Symbol]
PR. FENCE	- X - X -
PR. PANEL LIMITS	[Symbol]
PR. OVERHEAD ELECTRIC	- O -
PR. UNDERGROUND ELECTRIC	- U - U - U -
PR. GRAVEL ACCESS ROAD	[Symbol]
PR. UTILITY POLE	○
PR. EQUIPMENT PAD	[Symbol]
PR. SOLAR ARRAY	[Symbol]
PR. STAGING AREA	[Symbol]
PR. VEGETATIVE SCREENING	[Symbol]

### NOTES

1. THE PURPOSE OF THIS PLAN IS FOR SPECIAL USE REVIEW AND APPROVAL BY THE CITY OF YORKVILLE TO CONSTRUCT A SOLAR ENERGY SYSTEM.
2. THIS PLAN WAS PRODUCED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING KENDALL & KANE COUNTY, GOOGLE EARTH, AND USGS TOPOGRAPHIC INFORMATION.
3. SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 17083C00300) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
4. THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS DURING FINAL ENGINEERING.
5. PROJECT AREA, INCLUDING CONSTRUCTION STAGING AREAS, WILL BE CLEARED AND GRUBBED AS NECESSARY, RETAINING PRE-DEVELOPMENT DRAINAGE PATTERNS TO THE BEST EXTENT POSSIBLE. CONSTRUCTION STAGING AND AREAS SUBJECT TO RUTTING DURING CONSTRUCTION WILL BE TEMPORARILY STABILIZED WITH GRAVEL. SOIL CONDITIONS AND EQUIPMENT LOADS WILL DETERMINE FINAL DESIGN.
6. CONTRACTOR SHALL CALL AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. ADDITIONALLY, CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES.
7. CONTRACTOR SHALL MAINTAIN ACCESS AND UTILITY SERVICES TO ANY REMAINING BUILDING(S) OR ADJACENT BUILDING(S) THROUGHOUT THE DEMOLITION AND CONSTRUCTION PHASES. EXISTING IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
8. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WHEN CONSTRUCTION ENDANGERS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL THE TRAFFIC MAY PROCEED NORMALLY AGAIN.
9. SITE WILL HAVE NO DEDICATIONS FOR OPEN SPACE, NATURAL AREA, HISTORIC BUILDING(S)/STRUCTURE(S), OR STORMWATER MANAGEMENT FACILITIES.
10. STORMWATER MANAGEMENT FACILITIES TO BE PROVIDED AS REQUIRED BY COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING. REQUIREMENTS TO BE DETERMINED DURING FINAL ENGINEERING.
11. SOLAR PANELS WILL BE DESIGNED WITH ANTI-REFLECTIVE COATING TO MINIMIZE GLARE.
12. COLLECTION LINES WITHIN THE SOLAR FARM WILL BE LOCATED AND MAINTAINED UNDERGROUND.
13. THERE SHALL BE NO EXTERIOR LIGHTING.
14. SETBACKS SHOWN ON THIS PLAN ARE BASED ON ILLINOIS HOUSE BILL 4412.
15. THE NATIONAL WETLAND INVENTORY WAS SEARCHED AND WETLANDS WERE FOUND ON THE PROPERTY. A MORE DETAILED WETLAND INVESTIGATION WILL BE DONE DURING FINAL ENGINEERING.
16. SITE WILL SEEK AND OBTAIN ALL NECESSARY ROAD-USE AGREEMENTS FOR ANY COUNTY OR TOWNSHIP ROAD-USE PRIOR TO START OF CONSTRUCTION.
17. ALL NECESSARY PERMITS FOR SOIL EROSION CONTROL AND DRIVEWAY CONSTRUCTION WILL BE OBTAINED AS PART OF FINAL ENGINEERING AND PRIOR TO CONSTRUCTION.
18. FENCE HEIGHT SHALL NOT EXCEED 25 FEET ACCORDING TO THE ILLINOIS HOUSE BILL 4412.
19. MINIMUM CLEARANCE BETWEEN THE LOWEST POINT OF THE SYSTEM AND THE SURFACE ON WHICH THE SYSTEM IS MOUNTED SHALL BE 10 FEET.
20. PANELS SHALL NOT EXCEED 40 FEET IN HEIGHT WHEN ORIENTED AT MAXIMUM TILT.

CULTIVATE POWER

**Kimley Horn**

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570 LAKE COOK RD SUITE 200  
DEERFIELD, IL 60015  
WWW.KIMLEY-HORN.COM

PRELIMINARY NOT FOR CONSTRUCTION

SITE PLAN

LANCELEAF SOLAR PROJECT, LLC

CITY OF YORKVILLE, IL

KHA PROJECT	ORIGINAL DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
	08/10/2023	AS SHOWN	HAS	MAB	CFC

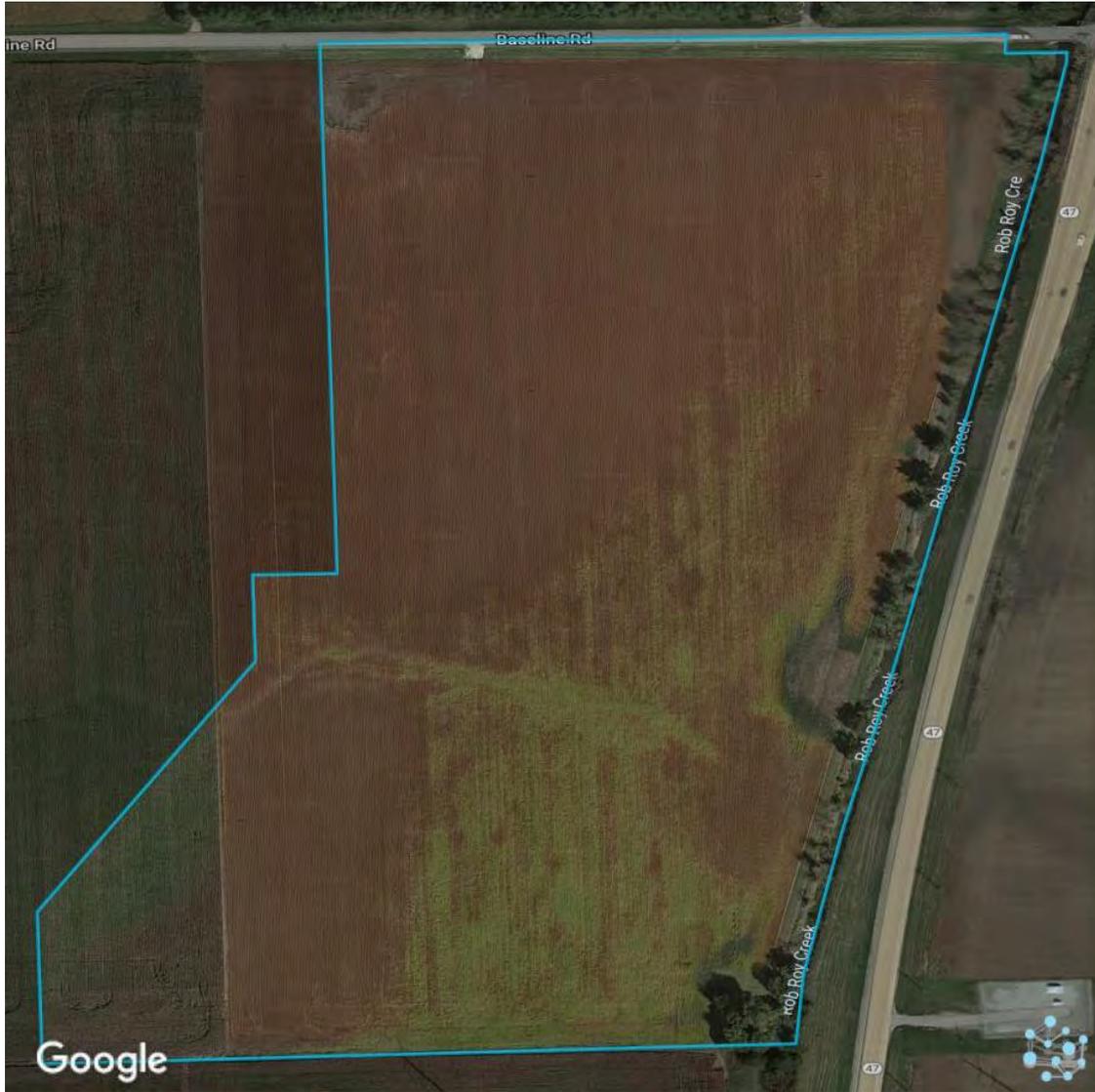
SHEET NUMBER

**EX-1**

REVISIONS

No.	Description	DATE

### Project Area







**Applicant:** Lanceleaf Solar Project, LLC  
**Contact:** Cindy Larson-O'Neil  
**Address:** 30 W Hubbard St.  
 Chicago, IL 60654

**IDNR Project Number:** 2402782  
**Date:** 08/10/2023

**Project:** Lanceleaf Solar Project, LLC  
**Address:** Lat and Lon: 41.7194125597694, -88.4462532979013, address to be assigned. The site is located south and west of the intersection of Rob Roy Creek (Hwy 47) and Baseline Rd. , Yorkville

**Description:** Requesting consultation on this property for a proposed development of an up-to 5 MW photovoltaic 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*)
- Rusty Patched Bumble Bee (*Bombus affinis*)

**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, 4



**IL Department of Natural Resources  
 Contact**  
 Bradley Hayes  
 217-785-5500  
 Division of Ecosystems & Environment

**Government Jurisdiction**  
 City of Yorkville Community Development  
 Department  
 Krysti Barksdale-Noble  
 651 Prairie Pointe Drive  
 Yorkville, Illinois 60560 -6500

**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.

## **Security**

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.



### Decommissioning

#### A. Commitments and Code Adherence

Lanceleaf Solar Project, LLC (“Lanceleaf Solar”) guarantees that Lanceleaf Solar shall be removed, at the expense of the operator, at the end of the project lifetime or in the unlikely event that the system ceases power production according to the conditions below. The project will comply with the City of Yorkville decommissioning requirements and has signed an Agricultural Impact Mitigation Agreement (AIMA) with the Illinois Department of Agriculture that further commits Lanceleaf Solar to proper decommissioning processes.

#### B. Decommissioning Conditions

Decommissioning will occur as a result of any of the following conditions:

- The land lease expires or is terminated; or
- The solar energy system the (“SES”) does not produce power for a period of 12 consecutive months.

#### C. Decommissioning Steps

If any of the decommissioning conditions are met, the operator is responsible for decommissioning steps including:

- Remove all Operator-owned equipment, conduits, structures, and foundations to a depth of at least five feet below grade; and
- Remove all fencing unless the owner of the leased real estate requests in writing for it to stay in place; and
- Take the following steps to restore the land:
  - Grade to maintain existing drainage patterns at the time of decommissioning unless stated otherwise by the leading Authority Having Jurisdiction (AHJ) or in any governing decommissioning ordinance;
  - Reseed the land using local non-invasive grasses; and
  - Maintain the grass for a total of three months after the seeding.

#### D. Financial Assurance of Decommissioning

Lanceleaf Solar will provide the City of Yorkville with financial assurance of decommissioning in the form of a bond or letter of credit for \$397,225.20, as outlined in the attached decommissioning estimate for, according to the AIMA decommissioning bonding schedule as follows:

- 10% (\$39,722.52) in year 1
- 50% (\$198,612.60) in year 5
- 100% (\$397,225.20) in year 10



Lanceleaf Solar will collaborate with the City of Yorkville to comply with regulations governing decommissioning and adjust the Decommissioning Plan and/or decommissioning estimate as necessary.

#### E. Plan Changes

The Operator will provide the City of Yorkville with an updated decommissioning plan within 30 days if the operator of the SES changes. Any updates to this plan will be submitted to the City of Yorkville zoning administrator by the party responsible for decommissioning the SES.

**AGREEMENT FOR SOLAR ENERGY GROUND LEASE****BASIC TERMS SUMMARY**

<b>Effective Date</b>	The date that this Agreement has been fully executed by both Landlord and Tenant as reflected on the signature page(s).
<b>Landlord</b>	Sameer Gupta & Sanjay Gupta
<b>Tenant</b>	Lanceleaf Solar Project, LLC a Delaware Limited Liability Company registered in Illinois.
<b>Land</b>	The parcel of real property located off Baseline Road in the City of Sugar Grove, Kendall County (the “ <b>County</b> ”), Illinois, Tax ID Number 02-04-100-006.
<b>Premises</b> ( <u>Section 2</u> )	Approximately 36.8 acres, consisting of the entirety of the Land, as approximately depicted on <u>Exhibit A</u> attached hereto. The Premises are more particularly described and defined in <u>Section 2</u> .
<b>Initial Diligence Period</b> ( <u>Section 3</u> )	Twelve (12) months
<b>Initial Diligence Period Fee</b> ( <u>Section 3</u> )	
<b>Extended Diligence Period(s)</b> ( <u>Section 3</u> )	One (1) additional 365 day period after the expiration of the Initial Diligence Period (“ <b>First Extended Diligence Period</b> ”); plus one (1) additional 365 day period after the expiration of the First Extended Diligence Period (“ <b>Second Extended Diligence Period</b> ”)
<b>Extended Diligence Period Fee(s)</b> ( <u>Section 3</u> )	 for the First Extended Diligence Period;  for the Second Extended Diligence Period.
<b>Lease Commencement Date</b> ( <u>Section 4</u> )	The earlier of: (i) the expiration of the Diligence Period, (ii) the date upon which Tenant begins construction of the System, or (iii) the date upon which Tenant delivers written notice to Landlord electing to commence the Construction Period.
<b>Construction Period</b> ( <u>Section 4</u> )	The period commencing on the Lease Commencement Date and expiring at the Operations Date. The Construction Period shall not exceed two (2) years.
<b>Operations Date</b> ( <u>Section 4</u> )	The date upon which the System begins generating electrical energy in greater than test quantities.
<b>Initial Term</b> ( <u>Section 4</u> )	Twenty (20) years commencing upon the expiration of the Construction Period.

<b>Renewal Terms</b> (Section 4)	Four (4) successive renewal terms of five (5) years each.
<b>Rent</b> (Section 6)	██████████ per Acre (prorated for any fractional Acre) per year, subject to the terms of <u>Section 2</u> .
<b>Rent Escalation Date</b> (Section 6)	The date which is twelve (12) months after the first Rent Payment Date of the Initial Term.
<b>Rent Escalation Percentage</b> (Section 6)	████████████████████
<b>Landlord's Notice Address</b> (Section 19)	Sameer Gupta & Sanjay Gupta 3N982 Walt Whitman Road Saint Charles, IL 60175
<b>Tenant's Notice Address</b> (Section 19)	<u>Cultivate Power LLC</u> <u>P.O. Box 14055</u> <u>Chicago, IL 60614</u>

**AGREEMENT FOR SOLAR ENERGY GROUND LEASE**

THIS AGREEMENT FOR SOLAR ENERGY GROUND LEASE (this “**Agreement**”) is made and entered into by and between Landlord and Tenant, effective as of the Effective Date.

**RECITALS**

A. Landlord is the owner of the Land.

B. Tenant is in the business of developing, siting, operating, and maintaining solar energy generation and transmission facilities and desires to investigate the feasibility of such solar operations on all or a portion of the Land, and to lease the Land following such investigations upon the terms and conditions set out in this Agreement.

C. Landlord is willing to grant Tenant the right to investigate the feasibility of solar operations on the Land and to lease the Land (or a portion thereof) on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the amounts to be paid to Landlord by Tenant and the other mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby conclusively established, Landlord and Tenant hereby agree as follows:

1. **Basic Terms Summary.** References in the body of this Agreement to a portion of the Basic Terms Summary (e.g., the defined terms in the left-hand column of the Basic Terms Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the Basic Terms Summary. References in the Basic Terms Summary to a portion of the body of this Agreement (e.g., Section references in the left-hand column of the Basic Terms Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the body of this Agreement. Notwithstanding anything set forth above, if there is any inconsistency between the Basic Terms Summary and another portion of this Agreement, the terms of the Basic Terms Summary shall control.

2. Grant by Landlord; Lease; Leased Premises.

(a) Landlord hereby grants to Tenant an exclusive right during the Diligence Period to conduct those activities described in Section 3 below. Landlord hereby agrees to lease the Premises (as defined in Section 2(b) below) to Tenant effective upon the Lease Commencement Date, and Tenant hereby agrees to lease the Premises from Landlord effective upon the Lease Commencement Date, all upon the terms and subject to the conditions set forth herein. The lease of the Premises created by this Agreement (the “Lease”) shall commence immediately upon the Lease Commencement Date. The parties hereby agree that all of the covenants and agreements contained in this Agreement, including, without limitation, the rights, duties, and obligations of the parties during the Diligence Period, touch and concern the Land and are expressly intended to, and shall, be covenants running with the Land. This Agreement shall burden the Land and the Premises and shall run with the Land and the Premises. To the extent any covenant, right, or obligation set out in this Agreement is not enforceable as a covenant running with the land, such provision shall be deemed an equitable servitude.

(b) The “Premises” as used herein shall be an area consisting of the entirety of the Land (such area to be determined in accordance with this Section 2), together with all personal property,

improvements and fixtures located on the Land as of the Effective Date and all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land. The exact size, shape and location of the area of the Land that will comprise the Premises (the "Lease Boundary Line") has not yet been determined, and any maps or depictions which Tenant has shown or will show to Landlord (including, without limitation, Exhibit A attached hereto) are approximations only and are subject to change.

(c) Prior to the expiration of the Construction Period, Tenant shall obtain and deliver to Landlord an ALTA survey consistent with the requirements of Illinois Public Act 100-0781 - 35 ILCS 200/10-740 (the "**Survey**"), which shall set forth and conclusively establish (1) the metes and bounds legal description of the Lease Boundary Line, and (2) the net acreage (the "Acreage", and each such acre, an "Acre") of the Premises, being the total Acreage located within the Lease Boundary Line. The parties agree that (A) the Lease Boundary Line and Acreage set forth in the Survey shall be incorporated into this Agreement as if fully set forth herein without amendment to this Agreement, and (B) the Acreage set forth in the Survey shall be the Acreage used for purposes of computing Rent. Notwithstanding anything to the contrary herein, including the Basic Terms, the Premises and the Acreage shall consist of the entirety of the Land, as determined by the Survey. Landlord acknowledges and agrees that the final Acreage of the Premises as established by the Survey may be less than the approximate acreage of the Premises set forth in the Basic Terms Summary, which would have the effect of reducing the Rent payable under this Agreement. If requested by Tenant, Landlord shall provide written consent to the foregoing or an amendment to this Agreement expressly incorporating the Survey into this Agreement as provided in this Section 2(c).

### 3. **Diligence Period; Diligence Period Fee.**

(a) The Initial Diligence Period shall commence on the Effective Date. Within thirty (30) days after the Effective Date, Tenant shall pay to Landlord the Initial Diligence Period Fee. Landlord and Tenant acknowledge and agree that the Initial Diligence Period Fee (and the Extended Diligence Period Fees, if applicable) have been bargained for and agreed to as consideration for the Diligence Period (as defined below), Tenant's right to terminate this Agreement pursuant to Section 3(f), and for Landlord's execution and delivery of this Agreement. Such consideration is in addition to and independent of all other consideration provided in this Agreement, and is nonrefundable in all events. If the Lease Commencement Date occurs prior to the end of the Initial Diligence Period, any unamortized portion of the Initial Diligence Period Fee shall be applied against the initial Rent payment. This Section 3(a) shall survive termination of this Agreement.

(b) The Initial Diligence Period shall be automatically extended for each and every Extended Diligence Period (without any action or notice required from Tenant), unless Tenant delivers a Termination Notice (as defined in Section 3(f)) to Landlord prior to the expiration of the Initial Diligence Period or the then applicable Extended Diligence Period. If Tenant has not sent a Termination Notice in accordance with the previous sentence, Tenant shall pay to Landlord the applicable Extended Diligence Period Fee within thirty (30) days after the commencement of each Extended Diligence Period. For the avoidance of doubt, if Tenant delivers a Termination Notice to Landlord prior to expiration of the Initial Diligence Period or any Extended Diligence Period, then no subsequent Extended Diligence Period Fee shall be payable to Landlord for any unexercised Extended Diligence Periods. If the Lease Commencement Date occurs prior to the expiration of any Extended Diligence Period, any unamortized portion of the applicable Extended Diligence Period Fee for such Extended Diligence Period shall be applied against the initial Rent payment. The Initial Diligence Period and the Extended Diligence Periods, if exercised, shall be collectively referred to as the "**Diligence Period**".

(c) During the Diligence Period, Tenant (and its agents, representatives, employees,

contractors, consultants and affiliates) shall be permitted access to the Land, at reasonable times and upon reasonable notice to Landlord, for purposes of conducting (at Tenant's expense) any and all investigations or testing of the Land as Tenant may deem necessary, appropriate or convenient, including without limitation, the surveying or investigation of environmental, soils, biological, cultural, historical, boundary or geotechnical matters. Tenant agrees, at its own expense, to repair any physical damage caused to the Land by Tenant or Tenant's agents, representatives, employees, contractors, consultants or affiliates in connection with such investigations and testing. Tenant is hereby authorized to undertake direct discussions and/or negotiations with any governmental entity or other agency, body or organization that has jurisdiction over the Premises (including, without limitation, any city, county state or federal agency) in regards to the Premises and the Intended Use (as defined in Section 7 below).

(d) Landlord shall provide to Tenant any of the following in Landlord's possession or control, within five (5) days following the Effective Date: (1) any notice of violation of any law or regulation, including zoning laws applicable to the Land, (2) any "Phase I" and other environmental assessment reports regarding the Land, (3) Landlord's most recent survey and title insurance policy relating to the Land, (4) any governmental permits, licenses or approvals for the Land, (5) tax bills, contracts and agreements relating to the Land, and (6) any other surveys, physical condition reports, notices regarding zoning or government action with respect to the Land.

(e) Landlord acknowledges that Tenant may obtain, at Tenant's expense, a title insurance policy insuring Tenant's leasehold interest in the Premises. Landlord agrees to reasonably assist Tenant in obtaining such title policy by supplying any information reasonably requested by the title insurance company in connection with issuing such title policy and to cooperate with Tenant in curing any title defects which may affect Tenant's use of the Premises for the Intended Use.

(f) During the Diligence Period, Tenant may terminate this Agreement and Tenant's right hereunder to lease the Premises, for any reason or no reason, exercisable upon written notice from Tenant to Landlord of its election to terminate (a "**Termination Notice**") delivered on or before the expiration of the Diligence Period (as may be extended pursuant to Section 3(b) above), in which event Landlord and Tenant shall have no further rights or obligations under this Agreement except as otherwise expressly provided in this Agreement.

(g) Landlord shall furnish Tenant with a signed, completed form W-9 on the Effective Date and thereafter within ten (10) days of any event causing a change in any of the information set forth in the previously-delivered W-9, including any transfer or assignment of Landlord's interest in this Agreement. Tenant shall be entitled to delay delivery of Rent or any other payment due under this Agreement, including the Initial Diligence Period Fee, until it receives such W-9.

#### 4. **Lease Term.**

(a) Unless this Agreement is earlier terminated, Tenant's leasehold interest in the Premises shall commence on the Lease Commencement Date and shall continue for the entire Construction Period unless modified or earlier terminated pursuant to the terms hereof. For the avoidance of doubt, the Lease Commencement Date shall not be deemed triggered by: (1) Tenant's due diligence activities on the Premises (including, without limitation, any surveying, soil or environmental testing or similar work) or (2) any work performed by or on behalf of any servicing utility company. Unless the Lease is earlier terminated, the Initial Term shall commence automatically upon the expiration of the Construction Period and shall continue for the entire Initial Term unless modified or earlier terminated pursuant to the terms hereof.

(b) Tenant shall have the option to extend the Initial Term for each of the Renewal Terms by providing Landlord with written notice no later than sixty (60) days prior to the expiration of the Initial Term (or the then-current Renewal Term, as applicable). The Renewal Terms shall be subject to all the terms and provisions of this Agreement. The Construction Period, the Initial Term and any Renewal Terms, if exercised, shall be collectively referred to as the “**Term**”.

**5. Termination of Agreement.**

(a) Without limiting any other termination rights of Tenant as set forth in this Agreement, Tenant shall have the right to terminate this Agreement as to all of the Premises as follows: (i) at any time during the Construction Period, upon Tenant's determination, in Tenant's sole and absolute discretion, that it would not be commercially reasonable to proceed with the construction and operation of the System, or (ii) at any time during the Term pursuant to the failure of any of the following conditions: (i) Tenant's obtaining and maintaining all necessary or required approvals from state, federal and local authorities, (ii) Tenant's obtaining and maintaining any agreement that is necessary for the operation of the System and the sale and delivery of the electricity generated by it, including without limitation an interconnection agreement and power purchase agreement with the applicable utility company, and (iii) Tenant's ability to continuously operate the System and utilize the Premises for the Intended Use. . If this Agreement is terminated as to only a portion of the Premises, this Agreement shall remain in effect as to the remainder of the Premises and the definition of "Premises" shall refer to such remaining acreage.

**6. Rent Commencement; Rent; Payment Schedule; Rent Escalation.**

(a) Tenant's obligation to pay Rent shall commence on the Lease Commencement Date.

(b) Rent shall be payable in advance in semi-annual installments due on each January 15 and July 15 during the Term (each, a “**Rent Payment Date**”); provided, that the first installment of Rent shall be due on the Lease Commencement Date and shall be prorated, on a daily basis, for the period between the Lease Commencement Date and the first Rent Payment Date. If Tenant elects to terminate this Agreement prior to the Lease Commencement Date in accordance with the terms of this Agreement, no Rent shall be due or payable. For the avoidance of doubt, Rent payable for any partial period shall be prorated for the number of days in such partial period.

(c) Beginning on the Rent Escalation Date, and on each anniversary thereafter during the Term, the annual Rent shall increase over the annual Rent payable for the immediately preceding year by the Rent Escalation Percentage.

(d) If any overdue installment of Rent is not received by Landlord within ten (10) days after Landlord provides Tenant written notice of the delinquency, Tenant will pay a late fee to Landlord in the amount of five percent (5%) of the unpaid delinquent Rent amount, and Tenant shall pay interest of one and one-half percent (1.5%) per month on the unpaid balance due from the date of Landlord's notice until the principal and the interest is paid in full.

(e) If the Lease Commencement Date occurs prior to the establishment of the Lease Boundary Line pursuant to Section 2 above, then the Rent payable on and after the Lease Commencement Date until the date that the Lease Boundary Line is established (such period, the “**Interim Rent Period**”) shall be computed based on the approximate acreage of the Premises set forth in the Basic Terms Summary above. Once the Lease Boundary Line is established, the Rent payable on and after such date shall be

computed based on the final Acreage set forth in the Survey (and the Rent shall be increased or decreased accordingly), unless the definition of "Premises" is updated pursuant to Section 5 above. If the Rent is increased as a result of an increase in the final Acreage as set forth in the Survey, Tenant shall make a one-time payment to Landlord on the next Rent Payment Date equal to the difference between (i) the amount of Rent which would have been payable during the Interim Rent Period if computed based on the final Acreage set forth in the Survey, *minus* (ii) the amount of Rent actually paid during the Interim Rent Period. If the Rent is decreased as a result of a decrease in the final Acreage as set forth in the Survey, Tenant shall deduct from the next Rent payment(s) owing to Landlord an amount equal to the difference between (i) the amount of Rent actually paid during the Interim Rent Period, *minus* (ii) the amount of Rent which would have been payable during the Interim Rent Period if computed based on the final Acreage set forth in the Survey.

(f) For purposes of clarification only, Tenant and Landlord acknowledge and agree that Rent shall be determined in accordance with this Section 6 during the entire Term of the Lease, including any Renewal Term, except as updated pursuant to Section 5.

7. **Use and Occupancy.** During the Term, Tenant shall use the Premises for the development, construction, operation, maintenance, repair and replacement of the System (the "**Intended Use**"), including all lawful uses that are incidental or related to, or not inconsistent with, the Intended Use, and/or any other lawful use. The "**System**" shall mean one or more facilities for the generation, collection, conversion, storage, interconnection, transmission and distribution of solar electricity, including, without limitation, solar panels and other components of a solar photovoltaic power array, other facilities for the conversion of solar energy into electricity and the storage of electricity, and related equipment and facilities, including, without limitation, overhead and underground power transmission lines, poles, anchors, support structures, overhead and underground cables (including but not limited to fiber optic cables for communications and data transmission purposes), substations, distribution and interconnection facilities, and associated equipment and appurtenances, and roads, driveways, fences, gates, signage and other security devices, and utility and other improvements, equipment, and facilities servicing or supporting the same. During the Term, Tenant shall comply with all federal, state, county, and municipal laws, ordinances, regulations, and requirements applicable to Tenant's use of the Premises (collectively, "**Laws**"); provided, however Tenant shall not be responsible for, and Landlord shall retain full responsibility for, any violation of Laws caused by Landlord or by Landlord's affiliates, officers, employees, agents, contractors, or licensees.

8. **Crops.** During the Diligence Period, but prior to the Lease Commencement Date, Landlord may plant farm crops or enter into a lease for the planting of farm crops on the Premises, subject to the following terms and conditions. Prior to the planting of any farm crops, or commencement of planting activities such as fertilizing, or execution of any farm lease (collectively, "**Farming Activities**"), Landlord shall provide written notice to Tenant thereof, which notice shall include the estimated date(s) for planting and harvesting such crops and the estimated fair market value of the crops once harvested. Tenant shall have sixty (60) days following receipt of such notice to elect one of the following options: (i) cause the Lease Commencement Date to occur at the end of such sixty (60) day period, in which event Landlord shall not commence or permit any Farming Activities, or (ii) allow Landlord to proceed with such Farming Activities, in which event, Tenant shall be entitled to delay the Lease Commencement Date, if necessary, until the date that any crops actually planted on the Premises are harvested; provided, however, Tenant shall at all times have the right to commence construction of the System and pay the owner of any crops actually planted an amount equal to the fair market value of the portion of any harvest-ready crop or agricultural input such as herbicides or fertilizer that cannot reasonably be harvested and sold solely as a result of the construction of the System, less the reasonable cost of harvesting such crops. If Landlord shall fail to comply with the terms of this Section, including, without limitation, by failing to provide written notice to

Tenant prior to commencing any Farming Activities, then Landlord shall be solely responsible and liable for any damage to, or disruption of, such Farming Activities resulting from Tenant's construction of the System, and Tenant shall have no liability for same. In no event shall Landlord (a) plant any farm crops which cannot be fully harvested within one (1) year from the date of planting, and (b) enter into any farm lease which has a term longer than one (1) year. Even if farm crops are planted on the Premises prior to the Lease Commencement Date, Tenant shall nevertheless have the right to enter onto the Premises to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analyses on the Premises as Tenant deems necessary, useful or appropriate. For the avoidance of doubt, this Section 8 shall not apply to timber or timbering activities, which shall be governed exclusively by Section 9 below.

9. **Timber.** During the Diligence Period, but prior to the Lease Commencement Date, if Landlord desires to cut, clear, grub or otherwise remove any timber from the Land (collectively, "**Timbering Activities**"), Landlord shall first send a written request to Tenant, which request shall set forth the area of the Land in which Landlord intends to conduct such proposed Timbering Activities, and Landlord shall provide Tenant with any additional information which Tenant may reasonably request in connection with such proposed Timbering Activities. Landlord shall not proceed with any Timbering Activities unless and until Tenant has provided its prior written approval to such Timbering Activities, and if requested by Tenant, Landlord shall coordinate with Tenant at all times during such Timbering Activities and comply with any procedures, limitations or requirements which Tenant may impose in connection with such Timbering Activities. Following the Lease Commencement Date, Landlord shall not commence any Timbering Activities on or within the Premises and Landlord shall have no right or claim to any timber located therein, it being agreed that Tenant may remove any such timber and retain the proceeds from same.

#### 10. **Tenant's Property.**

(a) The System and its constituent parts, together with any and all improvements or other features constructed on, or personal property installed or placed on the Premises and/or Landlord's adjacent property by or for Tenant, including without limitation, machinery, fixtures, trade fixtures, equipment, racking, inverters, cables, solar panels and other personal property (collectively, "**Tenant's Property**") are personal property within the meaning of Article 9 of the Illinois Uniform Commercial Code found at 810 ILCS 5/9 et seq., or any replacement or successor statute or code (the "UCC") regardless of the manner of attachment to the Premises and/or Landlord's adjacent property. Tenant's Property is and shall at all times during the Term be deemed to be the property of Tenant (subject to any Transfer in accordance with Section 26(a)), to be removed at Tenant's expense upon the expiration or earlier termination of the Term in accordance with Section 13. The creation, attachment and perfection of security interests in Tenant's Property shall be governed exclusively by Article 9 of the UCC. For the avoidance of doubt and without limiting the foregoing, Landlord hereby waives any lien, security interest, rights to levy, distraint, possession, landlord's lien and all other claims of any nature that Landlord now has or may hereafter have by statute, rule, regulation, common law, agreement or otherwise, in and to Tenant's Property, if any, and Landlord shall not cause the creation of, or attachment to, Tenant's Property of any liens (including mechanics' and judgment liens) or other encumbrances. For the avoidance of doubt, Landlord is not responsible for payment of any personal property taxes assessed on Tenant's Property. Landlord further agrees to notify any purchaser of the Land and any subsequent mortgagee or other encumbrance holder of the existence of the foregoing waiver of Landlord's lien rights, which shall be binding upon the executors, administrators, successors and transferees of Landlord, and shall inure to the benefit of the successors and assigns of Tenant and any Additional Notice Party (as defined in Section 27).

11. **Utilities; Maintenance.** During the Term, (a) Tenant shall arrange and pay for all public utility services used on the Premises by Tenant, and (b) Tenant shall be responsible for the repair and

maintenance of the entire Premises.

12. **Alterations and Construction Rights.** During the Term, Tenant may, at its expense and without the consent of Landlord, remove and/or alter any existing improvements on the Premises, and make any alterations, additions, improvements and changes to the Premises that Tenant deems reasonably necessary in the operation of its business and the Intended Use, including, without limitation, installation of the System, fencing, security devices and/or signage, and excavating, grading, leveling or otherwise modifying the Premises; provided, that such alterations, additions, improvements and changes are made in compliance with applicable Laws. Landlord shall sign and deliver all applications and other documents, and shall take all such other actions, as are reasonably requested by Tenant in connection with obtaining any re-zonings, variances or other approvals as Tenant shall deem necessary or desirable in connection with Tenant's operations in the Premises.

13. **Effect of Termination.** Within one (1) year after the expiration or earlier termination of the Term, Tenant shall completely remove all of Tenant's Property and vacate the Premises, and Tenant shall be granted such access and other rights in or to the Land as may be reasonably necessary to allow Tenant to complete the same, and Tenant will continue to pay Rent until it has vacated the Premises as provided for herein. For the avoidance of doubt, Tenant shall have no obligation to restore any improvements demolished and removed from the Premises as permitted under Section 12 and shall not be required to replant any trees or farm crops removed in connection with the construction of the System. If Tenant fails to vacate the Premises in accordance with this Section 13, Landlord shall be entitled to holdover rent in the amount equal to one hundred twenty-five percent (125%) of the Rent for the final year of the Term, prorated on a daily basis, for each day that Tenant fails to so vacate the Premises. Any such holdover shall be construed as a tenancy from month-to-month. This Section 13 shall survive the termination of this Agreement.

14. **Taxes.**

(a) During the Diligence Period, Tenant shall have no obligation to pay any taxes pertaining to the Land including, without limitation, all real estate and ad valorem taxes and assessments imposed or levied on the Land or the Premises through the county assessment process (each, a "Tax", and collectively, "Taxes"), all of which shall remain Landlord's responsibility during the Diligence Period. During the Term, Tenant will be responsible for all real estate and ad valorem taxes and assessments imposed or levied on the Land. Pursuant to Illinois Public Act 100-0781 - 35 ILCS 200/10-745 Tenant and Landlord shall submit the Survey and cooperate to sign any form required by the county assessor's office to allow for the Premises to be treated as a separate tax parcel and shall direct the county assessor to send the tax bill for the Premises to Tenant during the Term, in which case Tenant shall pay such tax bill directly to the taxing authority prior to the same becoming delinquent. Notwithstanding the foregoing, if at any time during the Term for whatever reason, the Premises are not a separate tax parcel and still taxed as part of the Land, Landlord shall provide Tenant with copies of all invoices, bills and notices pertaining to Taxes associated with the Land (collectively, "Tax Bills") within thirty (30) days of Landlord's receipt of any such Tax Bill Tenant shall remit payment directly to the taxing authority for the entire amount of any Taxes as reflected in the Tax Bill, In no event shall Tenant be responsible for any interest and/or penalties arising from Landlord's failure to timely provide Tenant with a copy of such Tax Bill.

(b) Without limiting Section 14(a), if, at any time during the Term, the Premises is not separately assessed and Tenant's use of the Premises results in the revocation of a classification of the Premises as "agricultural land", "forestry land" or similar classification, thereby triggering liability for "rollback" taxes, Tenant shall pay Tenant's Portion of such rollback tax liability, together with any related interest or penalties, other than interest and/or penalties arising from Landlord's failure to timely provide

Tenant with a copy of such Tax Bill.

(c) Upon Tenant's reasonable request, Landlord shall cooperate to take such reasonable actions and do such things as are necessary or desirable to facilitate any action by Tenant to contest any Tax Bill or the assessed value of the property on which they are levied, or to otherwise seek the abatement of Taxes applicable to the Premises. Tenant shall have the right, but not the obligation to pursue any such action, and if the Premises is separately assessed, the benefit of such abatement shall be solely for Tenant's benefit.

(d) Notwithstanding anything contained in this Agreement, (1) Tenant shall not be under any obligation to pay any part of any franchise, excise, estate, inheritance, income or similar tax which is or may become payable by Landlord or which may be imposed against Landlord or against the Rent payable pursuant to the Lease or upon the income or profits of Landlord by reason of any law now in force or later enacted, and (2) in the event the Premises are re-assessed for tax purposes because of transfer of ownership of the Land (or any portion thereof) during the Term, Tenant shall not be responsible for payment of any increase in taxes, charges and assessments attributable to such re-assessment, which increase shall be the sole responsibility of Landlord.

15. **Fire or Other Casualty.** If during the Term, all or part of the Premises or Tenant's Property are damaged by fire, wind, flood, earthquake or other casualty, with the result that, in Tenant's sole and absolute discretion, it would not be commercially or economically reasonable or desirable to repair and restore the Premises and/or Tenant's Property, as applicable, then Tenant may terminate this Agreement and the Lease created hereby by providing Landlord with written notice of the same and vacating the Premises in compliance with Section 13 hereof. Tenant, or its successor in interest, shall be entitled to one hundred percent (100%) of any proceeds from casualty insurance policies maintained by Tenant.

16. **Condemnation.**

(a) If all or part of the Premises and/or Tenant's Property shall be subject to condemnation, the exercise of the power of eminent domain, or other governmental taking (the foregoing, collectively, a "**Taking**") with the result that, in Tenant's sole and absolute discretion, the unaffected portion of the Premises is insufficient or otherwise unsuitable for Tenant's continued use of the Premises for the Intended Use or such other use as existed at the time of the Taking (a "**Total Taking**"), then Tenant may terminate this Agreement by providing Landlord with written notice of the Total Taking, this Agreement shall terminate effective as of the date set forth in such notice, and Tenant shall vacate the Premises in accordance with Section 13.

(b) If a part of the Premises and/or Tenant's Property shall be subject to a Taking that, in Tenant's sole and absolute discretion, does not constitute a Total Taking (a "**Partial Taking**") then (i) concurrently with such Taking this Agreement shall terminate with respect to the affected portion of the Premises, which Tenant shall vacate in accordance with Section 13, (ii) this Agreement shall continue in full force and effect with respect to the unaffected portion of the Premises and (iii) the Acreage shall be reduced for each Acre (or portion thereof) subject to the Taking, and the Rent shall be reduced accordingly as of the date of such Taking. For purposes of clarification only, Tenant shall be entitled to remove Tenant's Property from any portion of the Premises that is subject to a Taking.

(c) Tenant shall have the right but not the obligation to participate in any proceedings with respect to a Taking; in such event Landlord shall cooperate with Tenant to facilitate such participation. Neither Landlord nor Tenant shall enter voluntarily into any binding agreement or settlement related to a Taking without the prior consent of the other party, which consent shall not be unreasonably withheld,

conditioned or delayed.

(d) The proceeds of any Taking shall be apportioned as between Landlord and Tenant as follows: Landlord shall receive an amount equal to the fair market value of the Land subject to the Taking and calculated with reference to the value of the Land for its use as of the Effective Date, but not the improvements constructed or placed by Tenant thereon, and Tenant shall receive such amounts as are necessary to compensate Tenant for the loss of use of the Premises affected by the Taking, including any improvements constructed or placed by Tenant on the Land, and the loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such Taking, including consequential losses.

17. **Default; Remedies.** The failure by a party hereto to perform its obligations under this Agreement, if not remedied within thirty (30) calendar days of written notice of such failure from the other party, or if such failure is not capable of being remedied within thirty (30) days, remedial action is not commenced within such thirty (30) day period and thereafter diligently pursued, shall constitute a default hereunder (a "**Default**"). Following an event of Default, the non-defaulting party may pursue any available remedies at law or in equity, subject to Section 27(b). Notwithstanding the foregoing, the non-defaulting party shall take commercially reasonable measures to mitigate damages resulting from such Default. Tenant may, in its sole and absolute discretion, elect to cure a Default on the part of Landlord, in which case Landlord shall reimburse Tenant for the reasonable and documented out-of-pocket expenses incurred by Tenant in pursuing to cure such Default, and if Landlord fails to reimburse such expenses within thirty (30) days after receipt of an invoice therefor Tenant shall be entitled to offset any unreimbursed expenses against future payments of Rent or other amounts due to Landlord hereunder.

18. **Indemnifications.** Landlord shall indemnify, defend and hold Tenant harmless for, from and against any and all damages or claims caused by Landlord's negligence or willful misconduct, or Landlord's breach of this Agreement, that Tenant may be compelled to pay or defend in connection with this Agreement or Tenant's use of the Premises, except to the extent such damages or claims are directly attributable to the negligence or willful misconduct of Tenant or any of Tenant's agents or employees. Tenant shall indemnify, defend and hold Landlord harmless for, from and against any and all damages or claims caused by Tenant's negligence or willful misconduct, or Tenant's breach of this Agreement, that Landlord may be compelled to pay or defend in connection with this Agreement or Tenant's use of the Premises, except to the extent such damages or claims are directly attributable to the negligence or willful misconduct of Landlord or any of Landlord's agents or employees.

19. **Notices.** All notices, elections, demands, requests, and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts or by email transmission, addressed to the party to be served at the address indicated in the Basic Terms Summary above or at such other address as may hereafter be designated in writing by either party hereto, or by any other method if actually received. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given or delivered.

20. **Easements.** Landlord hereby grants to Tenant during the Term:

- (a) an exclusive easement for light, solar energy resources, access (including vehicular and pedestrian ingress and egress) and utility access over, under and across the Land and all other property owned by Landlord which is adjacent to or in the vicinity of the Land for the open and unobstructed access of the sun to any Tenant's Property on

the Premises and to ensure adequate exposure of Tenant's Property to the sun ("**Solar Easement**"). The Solar Easement shall extend to the entire solar estate existing horizontally three hundred and sixty degrees (360°) from any point where any of Tenant's Property is or may be located at any time from time to time (each such point referred to as a "**Site**") and for a distance from each Site to the boundaries of the Land, together vertically through all space located above the surface of the Land, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Land through each Site to each point and on and along such line to the opposite exterior boundary of the Land ("**Solar Estate**");

- (b) an easement for any and all encroachments of Tenant's Property onto the Land or any of Landlord's adjacent property; and
- (c) an easement over, under and across the Land and any of Landlord's adjacent property for audio, visual, view, light, flicker, noise, vibration and any other effects attributable to the Intended Use of the Premises.

Without limiting the foregoing, Landlord agrees to execute and deliver any separate easement agreements for the benefit of Tenant, the Premises or the utility to which the System is interconnected (the "**Utility**") as Tenant or the Utility may reasonably request to facilitate the construction, operation and removal of the System, or otherwise in connection with Tenant's or the Utility's use of the Premises during the Term (collectively, the "**Easements**"). Landlord and Tenant (and the Utility, as applicable) shall in good faith establish the location and terms of such Easements within twenty (20) days of the request therefor, and any such Easements shall be confirmed in writing, signed by the parties and recorded in the County records against the Land and/or any property adjacent to or in the vicinity of the Land and shall run with the Lease and the Land and inure to the benefit of Tenant (or the Utility, as applicable) and its transferees, successors and assigns hereunder, including any Additional Notice Party. Except the Solar Easement, all easements and related rights granted by Landlord in this Agreement to Tenant are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Tenant, and its successors and assigns, as owner of the rights created by such other easements. The easements and other rights granted Tenant by Landlord in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from such easements and, as between the Premises and other tracts of property on which Tenant may locate the Tenant Property, no tract is considered dominant or servient as to the other.

21. **Non-Disturbance Agreement.** Upon either Party's request, each party shall execute, and shall use commercially reasonable efforts to cause any current beneficiaries of any mortgages/deeds of trust, or any other parties with rights in, or interests secured by Landlord's interest in, the Land or any other property owned by Landlord which is subject to an easement benefiting Tenant (collectively, "**Landlord's Land**"), to enter into an agreement with Tenant confirming that such party will not disturb or extinguish Tenant's interest in Landlord's Land and in this Agreement. Such agreement shall be in form and substance reasonably agreeable to the Parties and any Additional Notice Party (defined in Section 27).

22. **Landlord's Representations and Warranties.**

(a) Landlord hereby represents and warrants to Tenant that: (i) Landlord owns the Land in fee simple, and has all requisite right, power and authority to enter into this Agreement and the Lease, without the consent or joinder of any party not joining in the execution hereof (including spouses);

(ii) the execution of this Agreement and the granting of the Lease to Tenant will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Landlord is a party or by which the Land or any part thereof is bound; (iii) to Landlord's actual knowledge, no hazardous or toxic substances have been released or manufactured, or are present on the Land in amounts in excess of the lawful limit absent a permit, and no underground storage tanks (whether or not abandoned) exist on or under the Land; (iv) Landlord has not received any notice of any pending or threatened Taking, zoning change or legal, regulatory or other noncompliance relating to the Land, or of any possible widening of the streets abutting the Land; (v) to Landlord's actual knowledge, the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants, and there are no existing liens, mortgages, or deeds of trust encumbering all or any part of the Land; (vi) there are no service or maintenance contracts affecting the Land; (vii) to Landlord's actual knowledge, there are no delinquent or outstanding Taxes, liens or other impositions levied or assessed against the Land; (viii) except for the Lease granted in this Agreement, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded; (ix) Landlord has not made an assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy nor is Landlord a defendant in any ongoing or pending litigation proceedings related to the Land; (x) if Landlord is a limited partnership, trust, limited liability company, corporation or other business entity, Landlord is in good standing under the laws of the state of its incorporation and the state in which the Land is located, and the undersigned representatives of Landlord have full power and authority to execute and deliver this Agreement; (xi) if Landlord is one or more natural persons, except for the spouse identified on the signature page to this Agreement, such natural persons are unmarried, (xii) there is no underground septic system or leach field located upon the Land; (xiii) there are no wells, dry wells, exploration wells or monitoring wells on the Land; (xiv) no person or entity has buried any refuse, construction materials, garbage or any other matter of any kind or nature below the surface of the Land, (xv) the Land does not support or affect any endangered species and is not within an area that is subject to any "environmentally sensitive" or "non-disturbance" designation under any law or zoning ordinance, and (xvi) no portion of the Land includes any archeological site, burial site, artifact or other condition of archeological, tribal or historical significance.

(b) The provisions of this Section 22 will survive the termination or expiration of this Agreement. All of Landlord's representations and warranties contained in this Agreement shall be true as of the Effective Date and shall be subject to any state of facts arising during the duration of this Agreement without the direct or indirect, active or passive, involvement of Landlord.

23. **Insurance; Waiver of Claims/Subrogation.** During the Term, Tenant shall maintain, or cause to be maintained, insurance on the terms set forth below, at Tenant's cost and expense:

(a) Commercial general liability insurance covering Tenant and System operations, written on "occurrence" policy forms, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, and personal injury, with no exclusions for explosion, collapse and underground perils, or fire (including wild fire), with coverage limits of no less than \$1,000,000 for injuries or death to one or more persons or damage to property resulting from any one occurrence, a \$2,000,000 general aggregate, and a products and completed operations liability aggregate limit of not less than \$2,000,000. The commercial general liability policy shall also include a severability of interest clause with no exclusions or limitations on cross liability.

(b) Automobile liability insurance covering Tenant, including coverage for owned, leased, non-owned and hired automobiles for both bodily injury and property damage in accordance with statutory legal requirements, with combined single limits of no less than \$1,000,000 per accident with respect to bodily injury, property damage or death. To the extent Tenant does not own any automobiles,

contingent liability for hired, leased and non-owned automobiles may be obtained through endorsement to the general liability policy required in Section 23(a) above.

(c) Workers' compensation insurance in accordance with statutory requirements at any time in which Tenant has employees, including coverage for employer's liability with a limit of not less than \$1,000,000 and such other forms of insurance which Tenant is required by applicable law to provide for loss resulting from injury, sickness, disability or death of each of their employees.

(d) Umbrella or excess liability insurance with limits of not less than \$5,000,000 per occurrence and annual aggregate (inclusive of the coverage requirements and limits in Sections 23(a), (b) and (c)) covering Tenant and System operations, and with a term concurrent with that of the commercial general liability insurance and automobile liability insurance required in Sections 23(a) and (b) above.

(e) All liability policies required in Sections 23(a), (b), and (d) above that are maintained by Tenant or on behalf of Tenant shall expressly provide that all provisions thereof, except the limits of liability (which shall be applicable to all insureds as a group) shall operate in the same manner as if there were a separate policy covering each such insured and shall not contain an exclusion for cross liability.

(f) Landlord shall be included as additional insureds under the commercial general liability insurance and umbrella/follow form excess insurance required above.

(g) Insurance coverage limits required in this Agreement in no way serve as a limitation of Tenant's insurance carrier(s)' legal liability.

(h) Upon Landlord's request, Tenant will promptly furnish Landlord with certificates of insurance evidencing the insurance required to be maintained under this Section 23.

(i) Landlord and Tenant each hereby waives any right of recovery against the other and the authorized representatives of the other for any loss or damage that is covered or required by this Agreement to be covered by any policy of insurance maintained with respect to the Land, the Premises or any operations therein, even though such loss or damage might have been occasioned by the negligence of such party. Each party shall cause its insurers issuing insurance policies relating to this Agreement, the Land, the Premises or the System to provide that such insurers waive all right of recovery by way of subrogation against the other party in connection with any claim, loss or damage covered by such policies.

**24. Landlord Covenants.** From and after the Effective Date until the expiration or earlier termination of this Agreement:

(a) Landlord shall not, without the prior written consent of Tenant, (i) institute or consent to any rezoning of the Land; (ii) further encumber or suffer to exist the further encumbrance or Transfer of the Land (except as caused by or on behalf of Tenant) except in accordance with Section 26 of this Agreement; or (iii) grant any option, leasehold, easement or any right of any kind, or cause or permit any activities or conditions, that would interfere with Tenant's rights hereunder or impair operation of the System (including, without limitation, by erecting or permitting to be erected any cell towers, water towers, billboards, silos, trees or any other natural or man-made structures to be placed, constructed, or to otherwise exist on any property owned or controlled by Landlord that may diminish the quantity of sunlight that otherwise would reach the Premises or that may cause shade or shadows upon the Premises or any portion thereof, and Landlord shall not emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to insolation on the Premises, or burn or permit the burning of

garbage, plant, shrub, and yard trimmings or other vegetation that could adversely affect insolation levels on the Premises), and, upon written notice from Tenant, Landlord shall promptly remove any existing uses or improvements on any property adjacent to or in the vicinity of the Premises which Tenant reasonably determines will impair Tenant's use of the Premises; (iv) cause or permit the violation of any laws, rules, regulations or ordinances applicable to the Land; or (v) commence (or have commenced against it) any voluntary or involuntarily proceedings in bankruptcy, insolvency or similar proceedings with respect to Landlord.

(b) Landlord shall promptly give Tenant a copy of any notice of any kind received by Landlord regarding the Land or any Taxes.

(c) Landlord shall comply with and perform all of its covenants, agreements and obligations to third parties, including, but not limited to, payment of government property taxes and assessments (to the extent required under this Agreement), and payment and performance of any mortgage or other financing obligations owed to lenders, which affect or relate to the Land.

(d) Landlord shall not permit the discharge of (and shall not itself discharge) any hazardous or toxic substances or materials on the Land or any property of Landlord adjacent to or in the vicinity of the Land.

25. **Memorandum of Agreement.** This Agreement shall not be recorded; however, within five (5) days following Tenant's request, Landlord and Tenant shall execute a memorandum of this Agreement in recordable form, setting forth the following provisions of this Agreement, including, without limitation: (a) all information required by law, (b) restrictions on Transfers, (c) any unexercised Renewal Term options, (d) rights of first offer of Tenant with respect to the Land, (e) the easement rights granted to Tenant hereunder, and (f) such other provisions of this Agreement as the parties may mutually agree to incorporate therein. Tenant shall cause the memorandum of this Agreement to be recorded in the County records against the Land and any other property of Landlord (if applicable).

26. **Assignments; Transfers.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns; provided, that except as set forth below in Section 27, neither Party may assign this Agreement, in whole or in part without the other Party's prior consent; provided further that Tenant may assign its entire interest in this Agreement to any party without Landlord's prior consent (a "**Permitted Transferee**") that (i) expressly assumes in writing all obligations of Tenant under this Agreement arising after the effective date of the assignment, or (ii) is an affiliate of the Tenant. In the case of an assignment to a Permitted Transferee, Tenant shall be released or discharged from all of its covenants and obligations under this Agreement, except such obligations as shall have accrued prior to the effective date of any such assignment or transfer, and Landlord agrees to look solely to the Permitted Transferee for performance of such obligations.

27. **Third Party Protections.** Tenant may pledge, sell, grant and/or assign, mortgage and otherwise transfer (each, a "**Transfer**") this Agreement or Tenant's leasehold interest in the Premises, in whole or in part, without Landlord's prior consent, in connection with the financing or re-financing of Tenant's Property. If Tenant shall notify Landlord in writing of the existence of, and contact information for, any third party (including, without limitation, any tax-credit equity providers) providing debt, equity or other financing (including, but not limited to, tax equity or sale-leaseback or similar financing) to or for the benefit of Tenant, directly or indirectly, whether secured or unsecured (and if secured, whether via a collateral Transfer, mortgage, deed of trust, or otherwise) (any such third party, an "**Additional Notice Party**"), then the following provisions shall apply until such time as Landlord shall receive written confirmation that such Additional Notice Party's interests in this Agreement, the System or the Premises

are released:

(a) Without limiting Section 31, no assignment, amendment, election to terminate or other modification of this Agreement shall be effective unless approved by the Additional Notice Party in writing. In the event Tenant acquires fee ownership of the Land, or in the event of Tenant's voluntary surrender of the leasehold estate, there shall be no merger of the leasehold estate created by this Agreement with the fee without the prior written consent of the Additional Notice Party, which consent may be granted, conditioned or withheld in the Additional Notice Party's sole and absolute discretion.

(b) If any event of Default by Tenant remains uncured following the applicable cure period under Section 17, Landlord shall send written notice of such uncured Default to each Additional Notice Party at the address provided therefor, whereupon the Additional Notice Party shall have an additional thirty (30) days during which it may, in its sole and absolute discretion, cure such Default on Tenant's behalf. Landlord may not pursue any remedy for such Default unless it remains uncured following the expiration of such Additional Notice Party's thirty (30) day cure period. No notice shall be effective against an Additional Notice Party unless and until actually received by such Additional Notice Party. Notwithstanding the foregoing, the aforesaid thirty (30) day cure period shall be extended for the time reasonably required to complete any such cure (not to exceed 180 days), including the time required for any Additional Notice Party to perfect its right to cure any non-monetary default by obtaining possession of the Premises (including possession by a receiver), provided such Additional Notice Party acts with reasonable and continuous diligence.

(c) Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Agreement as long as the Rent and all other obligations of Tenant hereunder are paid or performed by or on behalf of Tenant or the Additional Notice Party in accordance with the terms of this Agreement.

(d) If this Agreement is terminated pursuant to a Tenant Default, including, but not limited to, any Default not cured by an Additional Notice Party within the cure period allowed therefor, or if this Agreement is terminated pursuant to a rejection or disaffirmance in bankruptcy or other similar proceeding with respect to Landlord or Tenant, then Landlord, or its successor in interest to the Land, if any, shall enter into a new lease with the Additional Notice Party or its nominee (a "**Successor Tenant**") on the same terms as set forth herein, and for a term equal to the then-unelapsed portion of the Term of this Agreement, with an option to extend for any then-remaining Renewal Term(s). From the effective date of the termination, rejection or disaffirmance of this Agreement, to the date of execution and delivery of the new lease, Successor Tenant may use and enjoy the Premises and any easements granted hereunder without hindrance by Landlord or any party claiming by, through, or under Landlord. Such new lease shall be effective as of the date of termination, rejection or disaffirmance of this Agreement and shall have the same priority as this Agreement. If more than one Additional Notice Party makes a request for a new lease pursuant hereto, then unless all such Additional Notice Parties direct otherwise, the new lease shall be delivered to the Additional Notice Party with a security interest in this Agreement which is prior in lien (or, if no such Additional Notice Party has a security interest in this Agreement, the new lease shall be delivered to the Additional Notice Party whose contact information was sent to Landlord (in accordance with the introduction to this Section 27) earliest in time. This Section will survive any termination, rejection or disaffirmance of this Agreement, as described above.

(e) An Additional Notice Party shall have the right, subject to the terms and conditions of this Agreement: (1) to assign its security interest; (2) to enforce its lien and acquire title to the leasehold estate by any lawful means; (3) to take possession of and operate the Tenant's Property, the leasehold estate or any portion thereof and to perform all obligations to be performed by Tenant hereunder, or to cause a

receiver to be appointed to do so; and (4) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Landlord's consent shall not be required for the acquisition of the encumbered leasehold estate or subleasehold estate by a third party who acquires the same by or subsequent to foreclosure or assignment in lieu of foreclosure. During any period of possession of the Premises by an Additional Notice Party (or a receiver requested by such Additional Notice Party) and/or during the pendency of any foreclosure proceedings instituted by an Additional Notice Party, the Additional Notice Party shall pay or cause to be paid all other monetary charges payable by Tenant hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Tenant's leasehold estate by the Additional Notice Party or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale and subject to the provisions of this Section 27(c), this Agreement and the Lease created hereby shall continue in full force and effect and the Additional Notice Party or party acquiring title to Tenant's leasehold estate shall, within thirty (30) days, commence the cure of all defaults hereunder, to the extent reasonably susceptible to cure, and thereafter diligently process such cure to completion.

(f) Without limiting the terms of Section 10 above, Landlord recognizes and acknowledges that any claim or claims that an Additional Notice Party has or may have against Tenant's Property are superior to any lien, security interest, or claim of any nature that Landlord now has or may hereafter have in and to Tenant's Property by statute, rule, regulation, common law, agreement or otherwise. Landlord hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent an Additional Notice Party from the Premises for the purpose of inspecting the System, Tenant's Property and the Premises.

(g) Landlord agrees to execute and deliver such documents and instruments as may be reasonably requested by an Additional Notice Party or in furtherance of a Transfer related to the financing or re-financing of the System, to allow such Additional Notice Party reasonable means to protect or preserve the System or its collateral interest in this Agreement and the Lease created hereby; provided, that Landlord shall not be required to amend this Agreement in any way that would alter the Term, decrease the Rent or otherwise in any material respect adversely affect the economic benefits to which Landlord is entitled under this Agreement. Each party shall bear its own expenses, including legal expenses, in connection with any request for the execution and delivery of additional documents and instruments in accordance with this Section 27(d).

28. **Estoppel.** Upon the request of either party (or any Additional Notice Party), the non-requesting party shall deliver to the requesting party a certificate setting forth the material terms of this Agreement, the existence of any Default under this Agreement, the date through which Rent has been paid and any amounts on deposit with Landlord, the current Rent rate, and such other reasonable terms requested by the requesting party. The failure by the non-requesting party to respond to such request within ten (10) days shall constitute an event of Default, and in addition, shall result in the deemed acceptance, approval and confirmation of the truth of the matters set forth in the certificate sent with the original request.

29. **Brokerage Commission.** Except as pursuant to a separate agreement between Tenant and Tenant's broker, if any, Landlord and Tenant each represent and warrant to the other that they have not dealt with any real estate agent or broker in connection with this transaction. Landlord and Tenant each hereby indemnify and save the other harmless for, from and against all losses, costs and expenses incurred by reason of a breach of such representation and warranty.

30. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state in which the Land is located, and any disputes arising from or relating to this Agreement

shall be construed, governed and interpreted and regulated under the laws of such state.

31. **Interpretation; Amendment.** The terms of this Agreement shall not be amended, restated, changed or otherwise modified except in a writing signed by Landlord, Tenant and any Additional Notice Party. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

32. **Exclusive Control; Quiet Enjoyment.** Throughout the Term, Tenant shall have exclusive control, possession, occupancy, use and management of the Premises, and Landlord shall warrant and defend Tenant's right to quietly hold and enjoy the Premises. Tenant, and its agents, guests, subtenants and designees, and any Additional Notice Party, shall have access to the Premises at all times during the Term, and neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises except as specifically permitted hereunder. For the avoidance of doubt, this Agreement does not convey any subsurface oil, gas, mineral, liquid or other subsurface rights (collectively, "**Mineral Rights**") to Tenant; provided, however, that Landlord shall not engage in, and shall not permit, any activity, including, without limitation, the extraction of minerals, oil, gas, liquid or other substances, if such activity could, in Tenant's reasonable discretion, impair or adversely affect Tenant's Property or Tenant's use of the Premises. The foregoing sentence shall be a covenant running with the Land binding upon any party owning any interest in or having rights to develop or use such Mineral Rights. To the best knowledge of Landlord, Landlord is the sole owner of the Mineral Rights and Landlord holds good, indefeasible and insurable title to the Mineral Rights.

33. **Waiver.** The waiver by any party of any instance of a breach of any covenant or agreement herein shall not be deemed to constitute waiver of any subsequent breach of the same or any other covenant or agreement under this Agreement.

34. **Nonrecourse.** The parties' obligations under this Agreement (including any actual or alleged Default by a party) do not constitute personal obligations of the individual partners, members, managers, directors, officers, affiliates or shareholders of either party, and neither party shall seek recourse against the individual partners, members, managers, directors, officers, affiliates or shareholders of the other party, or any of its or their personal assets, for the satisfaction of any liability with respect to this Agreement.

35. **Consents; Further Assurances.** Each party shall execute and deliver such further documents and perform such other acts, as may be reasonably necessary to achieve the parties' intent in entering into this Agreement. The parties further agree that, to the extent the consent or approval of either of them is required, requested or appropriate under this Agreement, such consent or approval shall not be unreasonably or unduly withheld, delayed, or conditioned, and except as may otherwise be expressly provided for herein, each party shall bear its own costs and expenses, including legal costs, in connection with such consent or approval.

36. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original once executed and delivered. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile were an original thereof.

37. **Survival.** Upon the expiration or earlier termination of this Agreement in accordance with its terms, this Agreement shall cease to have force and effect, unless the context requires otherwise to

achieve the parties' intent with respect thereto.

38. **First Offer to Lease.** Without limiting Tenant's rights to renew or extend the Term as set forth in this Agreement, Landlord hereby grants to Tenant a right of first offer to lease the Premises for a term commencing at the expiration or termination of this Agreement, as extended, and/or any premises owned by Landlord located adjacent to the Premises. Tenant shall have twenty (20) days after receipt from Landlord of written notice (i) of such expiration or termination, or (ii) that Landlord intends to lease such premises. Tenant shall exercise such right of first offer by delivery of an offer to Landlord of the proposed terms of such lease. If Landlord accepts such terms, Landlord and Tenant shall enter into an amendment of this Agreement extending the Term and incorporating the other economic terms of the proposed lease. Notwithstanding Tenant's failure to exercise such right of first offer on a single occasion, such right of first offer shall be a continuing right throughout the balance of the Term.

39. **First Offer to Purchase.** Without limiting Tenant's rights to renew or extend the Term as set forth in this Agreement, Landlord hereby grants to Tenant a right of first offer to purchase the Premises, or any land of which the Premises is a part, upon the same terms and conditions as contained in any bona fide purchase offer Landlord, or its successors and assigns, may receive prior to the cancellation or termination of this Agreement, as extended. Tenant shall have twenty (20) days after receipt from Landlord of written notice that Landlord intends to sell the Premises (or any land of which the Premises is a part). Tenant shall exercise such option of first offer by delivery to Landlord of proposed terms of sale. If Landlord agrees to such terms, Landlord and Tenant shall enter into a commercially reasonable sale agreement ("Sale Agreement") upon the economic terms of the proposal and the Sale Agreement shall provide that (a) Landlord shall deliver to Tenant a current commitment for an owners title insurance policy issued by a title company acceptable to Tenant committing to insure Tenant in the amount of the purchase price and showing title to be good and marketable fee simple, free and clear of all liens, reservations, easements encumbrances, restrictions of record and encroachments, except such matters approved by Tenant as part of a the Sale Agreement, (b) transfer of title by Landlord to Tenant shall be effected by warranty deed conveying such title, (c) Landlord shall satisfy and remove from title at closing any and all monetary encumbrances, including any mortgage or trust deed, and (d) Tenant shall have no obligations for payment of any brokerage fee in connection with the purchase and if any such payment is due to any party it shall be paid by Landlord. Notwithstanding Tenant's failure to exercise such right of first offer on a single occasion, such right of first offer shall be a continuing right throughout the balance of the Term

40. **Confidentiality.** Landlord agrees to hold all information of Tenant, including, without limitation, the terms of this Agreement, in strict confidence, and will not disclose the same to any person, other than as required by applicable law, rule, or regulation. Landlord acknowledges and stipulates that Tenant may suffer irreparable harm in the event of a breach of this confidentiality agreement, for which Tenant has no adequate remedy at law. Therefore, in addition to all other remedies available pursuant to the terms of this Agreement or at law, Tenant shall have the right to obtain immediate injunctive or other equitable relief upon a breach of this confidentiality agreement by Landlord, without the necessity of giving any notice of such default or opportunity to cure the same.

41. **Attorneys' Fees.** In the event of any dispute under this Agreement, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith.

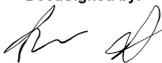
(a) **TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER**

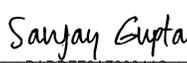
**AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**

*[end of text]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the later of the dates indicated below.

**LANDLORD:**

DocuSigned by:  
By:   
467E43D4E74844F...  
Printed Name/Title: Sameer Gupta  
Date: 8/21/2023

DocuSigned by:  
By:   
BADDFF3A700844C...  
Printed Name/Title: Sanjay Gupta  
Date: 8/21/2023

**TENANT:**

DocuSigned by:  
By:   
4D9BDB5C9F33440...  
Printed Name/Title: Noah HYTE  
Date: 8/22/2023

**Exhibit A**

**Depiction of the Premises**



Parcel number 02-04-100-006

***Lanceleaf Solar Project, LLC  
5 MWac Illinois Community Solar Project  
DECOMMISSIONING PLAN  
August 2023***

## **Purpose**

This decommissioning plan is provided by Cultivate Power, LLC (the “Project Company”) and will detail the projected decommissioning demands associated with Lanceleaf Solar, a 5 MWac Ground mounted Solar Photovoltaic (PV) project located in Illinois.

The purpose of this decommissioning plan is to provide procedures and an opinion of probable construction cost for partial or full closure of this 5 MWac solar facility. The Illinois Department of Agriculture (IDOA) Agriculture Impact Mitigation Agreement (AIMA) requires a decommissioning plan and performance guarantees to supplement plans submitted as part of the AIMA. This decommissioning plan details provisions for facility deconstruction and site restoration for a typical solar PV project located on an agricultural field in Illinois.

## **Anticipated Service Life of the Project**

The facility shall be decommissioned in accordance with this Decommissioning Plan (“Plan”), restoring the site to its agreed-upon post-decommissioned state upon expiration or termination of the Power Purchase Agreement or within twelve (12) months after the end of the useful life of the facility. It is anticipated the Solar Facility will have a maturity date of twenty (20) years but carries an expected useful lifetime of 40 years.

Decommissioning responsibilities include the removal of any perimeter fences, any concrete pads, all metal structures (mounting racks and trackers), all photovoltaic (PV) modules, pipelines, alternators, generators, aboveground and underground cables, transformers, inverters, fans, switch boxes, fixtures, etc. and otherwise restoring the premises to its original condition or mutually agreed upon state. Other Plan activities include the management of materials and waste, projected costs, and a decommissioning fund agreement overview.

## **Decommissioning Risk Over the Lifecycle of a Project**

The probability of an event that would lead to abandonment or long-term interruption is extremely low during the first 15 to 20 years of the Project life. Accordingly, the risk of decommissioning the Project is extremely low during this time frame. The reasons why the risk to decommission the Project is extremely low in the early phases of the Project include, but are not limited to:

- Project owners have sophisticated financing structures that allow the lender or tax equity partner to step in and rectify the event that may lead to abandonment.
- Most Community Solar farms have 20 year revenue contracts from the State.
- Most of the critical solar components have original equipment manufacturer (OEM) warranties with terms exceeding five years that include labor and parts.

A warranty is an agreement or guarantee outlined by a manufacturer to a customer that defines performance requirements for a product or service. Warranties give customers a form of insurance if the purchased product or service does not adhere to quality standards. These warranties assure the Project owner, financing parties, and other stakeholders, that equipment will perform as expected which minimizes the risk of a decommissioning event. Average warranty lengths for critical solar components range from 5 to 10 years, with production warranties on solar panels extending to 20 to 25 years.

- Solar projects consist of many networked components designed to convert solar radiation into electrical energy. The failure of any single component will not result in a substantial reduction of energy generation that could lead to a decommissioning event.
- Solar projects are required to maintain replacement value property damage insurance coverage and business interruption insurance coverage. Business interruption insurance covers the loss of income that a business suffers after a disaster or equipment failure. Typical solar business interruption insurance covers income loss for twelve months from the date of the event triggering the loss.
- The replacement costs of solar components will typically decline over time, and accordingly, costs to replace failed or damaged equipment after lapsed OEM warranties will not create large financial hurdles for the Project.
- In the early stages of the Project, the resale value of the equipment is significantly higher than the decommissioning costs, resulting in a net positive (revenue).

Considering the reasons stated above, a decommissioning bond early in the life of a solar project life is not required to assure the coverage facility removal and site restoration costs. However, it is noted that the AIMA requires Financial Assurance be provided to the County or local AHJ for projects in Illinois. It is also noted that Counties or AHJ's may have more stringent requirements for Financial Assurance that must be adhered to on a site-by-site basis.

Solar power is an increasingly popular form of renewable energy around the world and as an alternative to the burning of fossil fuels, solar ranks alongside wind and hydropower as essential energy options for the future of the planet. Solar also offers the additional benefit of being easier to build, operate, and decommission with minimal environmental risks. Recent rises in popularity and use can be linked to lower installation and operation costs and it is expected that this pattern will continue, further reducing the risk of a decommissioning event.

**Lanceleaf Solar Project, LLC  
United City of Yorkville, Illinois**

**Decommissioning Estimate Pro Forma w/ Salvage**

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. LS = Lump Sum, HR = Hours, EA = Each, LF =

Item	Quantity	Unit	Unit Price	Total Salvage	Total Price (incl. markups)	Total Price
Mobilization	1	LS		\$ -	\$17,490.00	\$ (17,490.00)
Supervision	210	HR	\$103.00	\$ -	\$21,630.00	\$ (21,630.00)
Temporary Facilities	1	LS		\$ -	\$2,130.00	\$ (2,130.00)
Safety	1	LS		\$ -	\$1,440.00	\$ (1,440.00)
Legal Expenses	1	LS		\$ -	\$380.00	\$ (380.00)
General Liability Insurance	1	LS		\$ -	\$1,550.00	\$ (1,550.00)
Contractor's G&A	1	LS		\$ -	\$2,920.00	\$ (2,920.00)
SWPPP, Erosion Control Measures (Disturbed Area)	33	Ac	\$670.00	\$ -	\$22,110.00	\$ (22,110.00)
Seeding	2	Ac	\$2,240.15	\$ -	\$4,480.31	\$ (4,480.31)
Tilling 6" topsoil/scarifying access road and rough grading existing soil	1	Ac	\$20,202.84	\$ -	\$20,202.84	\$ (20,202.84)
Remove and Recycle Chainlink Fence, 6' High	4,707	LF	\$5.93	\$ 2,161.45	\$27,930.32	\$ (25,768.86)
Remove Power Pole	5	EA	\$1,331.98	\$ -	\$6,659.90	\$ 6,659.90
Removal and Recycle AC Cables	700	LF	\$2.31	\$ 94.50	\$1,616.23	\$ (1,521.73)
Removal and Recycle DC Cables	181,532	LF	\$0.28	\$ 24,506.77	\$50,479.47	\$ (25,972.70)
Backfill AC and DC trenches	126,500	LF	\$0.33	\$ -	\$41,982.69	\$ (41,982.69)
Remove and Recycle Inverters	1	EA	\$5,025.37	\$ 5,400.00	\$5,025.37	\$ 374.63
Removed and Recycle Photovoltaic Modules	13,910	EA	\$8.00	\$ 875,365.96	\$111,280.00	\$ 764,085.96
Remove and Recycle Piles (10' W6x7 piles @ 25' OC assumed )	1,996	EA	\$16.62	\$ 18,331.26	\$33,173.52	\$ (14,842.26)
Remove and Recycle Support Assemblies	385,809	LB	\$0.05	\$ 31,636.34	\$17,744.56	\$ 13,891.78
Contaminated Soils Testing	1	LS		\$ -	\$2,000.00	\$ (2,000.00)
Reclamation Monitoring and Maintenance	1	LS		\$ -	\$5,000.00	\$ (5,000.00)
				<b>Subtotal:</b>	<b>\$ 957,496.28</b>	<b>\$397,225.20</b>
					<b>Inflation (. %/year):</b>	<b>\$ 91,358.15</b>
					<b>Total:</b>	<b>\$ 664,949.03</b>

**Notes:**

1. A site of similar size was used to derive potential quantities for erosion and sediment control (scaling from 36 MW to 5 MW). Quantities were
2. Labor productivity and unit rates were derived from RSMeans Online (Heavy Construction, 2022 data).
3. Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for Springfield, IL.
4. Material salvage values were based off of current US salvage exchange rates.
5. Equipment rental rates were determined from local rental facilities.
6. Photovoltaic Module material salvage rate is based on straight-line depreciation of modules (-0.5% per year). See Figure 1 in Appendix A of the
7. For PV Module Removal/Recycle labor and equipment costs are computed at present values, while salvage value is computed at 20 year
8. Material salvage values were determined using the most prevalent salvageable metal in each component. Copper Wire @\$2.70/LF (AC and DC Cables) and Steel @0.46/LF of fence, @\$0.57/pile, and @\$0.08/LB.
9. Inverter resale value is dependent on the assumption that all inverters will be decommissioned and resold half way through their useful life

**Section 466.APPENDIX D Levels 1 to 4 Contract****STANDARD AGREEMENT FOR INTERCONNECTION  
OF DISTRIBUTED ENERGY RESOURCES FACILITIES WITH A  
CAPACITY LESS THAN OR EQUAL TO 10 MVA**

This agreement (together with all attachments, the “Agreement”) is made and entered into this 30th day of June, 2023, by and between Lanceleaf Solar, LLC (“interconnection customer”), as a Limited Liability Company\_ organized and existing under the laws of the State of Delaware and registered in Illinois and Commonwealth Edison Company, (“Electric Distribution Company” or “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 install or direct the installation of a distributed energy (DER) resources or is proposing a generating capacity addition to an existing DER facility, consistent with the interconnection request application form completed by interconnection customer on 10/14/2022; and

**Whereas**, the interconnection customer will operate and maintain, or cause the operation and maintenance of, the DER facility; and

**Whereas**, interconnection customer desires to interconnect the DER facility with EDC's electric distribution system.

**Now, therefore**, in consideration of the premises and mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

**Article 1. Scope and Limitations of Agreement**

- 1.1 This Agreement shall be used for all approved interconnection requests for DER facilities that fall under Levels 2, 3 and 4 according to the procedures set forth in Part 466 of the Commission's rules (83 Ill. Adm. Code 466) (referred to as the Illinois Distributed Energy Resources Interconnection Standard).
- 1.2 This Agreement governs the terms and conditions under which the DER facility will interconnect to, and operate in parallel with, the EDC's electric distribution system.

- 1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection customer's power.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the EDC and the interconnection customer.
- 1.5 Terms used in this agreement are defined as in Section 466.30 of the Illinois Distributed Generation Interconnection Standard unless otherwise noted.
- 1.6 Responsibilities of the Parties
  - 1.6.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations.
  - 1.6.2 The EDC shall construct, own, operate, and maintain its interconnection facilities in accordance with this Agreement.
  - 1.6.3 The interconnection customer shall construct, own, operate, and maintain its DER facility and interconnection facilities in accordance with this Agreement.
  - 1.6.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of its respective lines and appurtenances on its respective sides of the point of interconnection.
  - 1.6.5 The interconnection customer agrees to design, install, maintain and operate its DER facility so as to minimize the likelihood of causing an adverse system impact on the electric distribution system or any other electric system that is not owned or operated by the EDC.
- 1.7 Parallel Operation Obligations

Once the DER facility has been authorized to commence parallel operation, the interconnection customer shall abide by all operating procedures established in IEEE Standard 1547 and any other applicable laws, statutes or guidelines, including those specified in Attachment 4 of this Agreement.
- 1.8 Metering

The interconnection customer shall be responsible for the cost to purchase, install, operate, maintain, test, repair, and replace metering and data acquisition equipment specified in Attachments 5 and 6 of this Agreement.

## 1.9 Reactive Power

- 1.9.1 Interconnection customers with a DER facility larger than or equal to 1 MVA shall design their DER facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Interconnection customers with a DER facility smaller than 1 MVA shall design their DER facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.
- 1.9.2 Any EDC requirements for meeting a specific voltage or specific reactive power schedule as a condition for interconnection shall be clearly specified in Attachment 4. Under no circumstance shall the EDC's additional requirements for voltage or reactive power schedules exceed the normal operating capabilities of the DER facility.
- 1.9.3 If the interconnection customer does not operate the DER facility within the power factor range specified in Attachment 4, or does not operate the distribute generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection customer is in default under this Agreement, and the terms of Article 6.5 apply.

## 1.10 Standards of Operations

The interconnection customer must obtain all certifications, permits, licenses and approvals necessary to construct, operate and maintain the facility and to perform its obligations under this Agreement. The interconnection customer is responsible for coordinating and synchronizing the DER facility with the EDC's system. The interconnection customer is responsible for any damage that is caused by the interconnection customer's failure to coordinate or synchronize the DER facility with the electric distribution system. The interconnection customer agrees to be primarily liable for any damages resulting from the continued operation of the DER facility after the EDC ceases to energize the line section to which the DER facility is connected. In Attachment 4, the EDC shall specify the shortest reclose time setting for its protection equipment that could affect the DER facility. The EDC shall notify the interconnection customer at least 10 business days prior to adopting a faster reclose time on any automatic protective equipment, such as a circuit breaker or line recloser, that might affect the DER facility.

**Article 2. Inspection, Testing, Authorization, and Right of Access****2.1 Equipment Testing and Inspection**

The interconnection customer shall test and inspect its DER facility including the interconnection equipment prior to interconnection in accordance with IEEE Standard 1547 (2003) and IEEE Standard 1547.1 (2005). The interconnection customer shall not operate its DER facility in parallel with the EDC's electric distribution system without prior written authorization by the EDC as provided for in Articles 2.1.1-2.1.3.

2.1.1 The EDC shall perform a witness test after construction of the DER facility is completed, but before parallel operation, unless the EDC specifically waives the witness test. The interconnection customer shall provide the EDC at least 15 business days' notice of the planned commissioning test for the DER facility. If the EDC performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection customer to schedule the witness test at a mutually agreeable time within 10 business days after the scheduled commissioning test designated on the application. If the EDC does not perform the witness test within 10 business days after the commissioning test, the witness test is deemed waived unless the Parties mutually agree to extend the date for scheduling the witness test, or unless the EDC cannot do so for good cause, in which case, the Parties shall agree to another date for scheduling the test within 10 business days after the original scheduled date. If the witness test is not acceptable to the EDC, the EDC shall deliver in writing a detailed technical description of all deficiencies of the DER facility identified by the EDC during the witness test. The interconnection customer has 30 business days after receipt of the written description to address and resolve any deficiencies. This time period may be extended upon agreement between the EDC and the interconnection customer. If the interconnection customer fails to address and resolve the deficiencies to the satisfaction of the EDC, the applicable cure provisions of Article 6.5 shall apply. The interconnection customer shall, if requested by the EDC, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.

2.1.2 If the interconnection customer conducts interim testing of the DER facility prior to the witness test, the interconnection customer shall obtain permission from the EDC before each occurrence of operating the DER facility in parallel with the electric distribution system. The EDC may, at its own expense, send qualified personnel to the DER facility to observe such interim testing, but it cannot mandate that these tests be considered in the final witness test. The EDC is not required to observe the interim testing or precluded from requiring the tests be repeated at the final witness test. During and leading up to the witness test, the EDC shall not limit the interconnection customer's ability to test the DER facility during normal working hours except for safety and reliability reasons.

- 2.1.3 After the DER facility passes the witness test, the EDC shall affix an authorized signature to the certificate of completion and return it to the interconnection customer approving the interconnection and authorizing parallel operation. The authorization shall not be conditioned or delayed and the EDC shall return the signed certificate of completion to interconnection customer no more than 10 business days after the date that the DER facility passes the witness test.
- 2.2 **Commercial Operation**  
The interconnection customer shall not operate the DER facility, except for interim testing as provided in Article 2.1, until such time as the certificate of completion is signed by all Parties.
- 2.3 **Right of Access**  
The EDC must have access to the disconnect switch and metering equipment of the DER facility at all times. When practical, the EDC shall provide notice to the interconnection customer prior to using its right of access.

### **Article 3. Effective Date, Term, Termination, and Disconnection**

- 3.1 **Effective Date**  
This Agreement shall become effective upon execution by all Parties.
- 3.2 **Term of Agreement**  
This Agreement shall become effective on the effective date and shall remain in effect unless terminated in accordance with Article 3.3 of this Agreement.
- 3.3 **Termination**
- 3.3.1 The interconnection customer may terminate this Agreement at any time by giving the EDC 30 calendar days prior written notice.
- 3.3.2 Either Party may terminate this Agreement after default pursuant to Article 6.5.
- 3.3.3 The EDC may terminate, upon 60 calendar days' prior written notice, for failure of the interconnection customer to complete construction of the DER facility within 12 months after the in-service date as specified by the Parties in Attachment 2, which may be extended by agreement between the Parties.
- 3.3.4 The EDC may terminate this Agreement, upon 60 calendar days' prior written notice, if the interconnection customer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the DER facility, or if the interconnection customer fails to operate the DER facility in parallel with the EDC's electric system for three consecutive years.
- 3.3.5 Upon termination of this Agreement, the DER facility will be disconnected from the EDC's electric distribution system. Terminating this Agreement does not

relieve either Party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.

3.3.6 If the Agreement is terminated, the interconnection customer loses its position in the interconnection queue.

### 3.4 Temporary Disconnection

A Party may temporarily disconnect the DER facility from the electric distribution system in the event one or more of the following conditions or events occurs:

3.4.1 Emergency conditions – shall mean any condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that the EDC determines is likely to cause an adverse system impact, or is likely to have a material adverse effect on the EDC's electric distribution system, interconnection facilities or other facilities, or is likely to interrupt or materially interfere with the provision of electric utility service to other customers; or (3) that is likely to cause a material adverse effect on the DER facility or the interconnection equipment. Under emergency conditions, the EDC or the interconnection customer may suspend interconnection service and temporarily disconnect the DER facility from the electric distribution system. The EDC must notify the interconnection customer when it becomes aware of any conditions that might affect the interconnection customer's operation of the DER facility. The interconnection customer shall notify the EDC when it becomes aware of any condition that might affect the EDC's electric distribution system. To the extent information is known, the notification shall describe the condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Scheduled maintenance, construction, or repair – the EDC may interrupt interconnection service or curtail the output of the DER facility and temporarily disconnect the DER facility from the EDC's electric distribution system when necessary for scheduled maintenance, construction, or repairs on EDC's electric distribution system. The EDC shall provide the interconnection customer with notice no less than 5 business days before an interruption due to scheduled maintenance, construction, or repair, or the EDC shall provide notice immediately if the scheduled maintenance, construction, or repair is scheduled less than 5 business days in advance. The EDC shall coordinate the reduction or temporary disconnection with the interconnection customer; however, the interconnection customer is responsible for out-of-pocket costs incurred by the EDC for deferring or rescheduling maintenance, construction or repair at the interconnection customer's request.

3.4.3 Forced outages – The EDC may suspend interconnection service to repair the EDC's electric distribution system. The EDC shall provide the interconnection customer with prior notice, if possible. If prior notice is not possible, the EDC

shall, upon written request, provide the interconnection customer with written documentation, after the fact, explaining the circumstances of the disconnection.

- 3.4.4 Adverse system impact – the EDC must provide the interconnection customer with written notice of its intention to disconnect the DER facility, if the EDC determines that operation of the DER facility creates an adverse system impact. The documentation that supports the EDC's decision to disconnect must be provided to the interconnection customer. The EDC may disconnect the DER facility if, after receipt of the notice, the interconnection customer fails to remedy the adverse system impact, unless emergency conditions exist, in which case, the provisions of Article 3.4.1 apply. The EDC may continue to leave the generating facility disconnected until the adverse system impact is corrected.
- 3.4.5 Modification of the DER facility – The interconnection customer must receive written authorization from the EDC prior to making any change to the DER facility, other than a minor equipment modification. If the interconnection customer modifies its facility without the EDC's prior written authorization, the EDC has the right to disconnect the DER facility until such time as the EDC concludes the modification poses no threat to the safety or reliability of its electric distribution system.
- 3.4.6 The EDC's compliance with Article 3 shall preclude any claim for damage for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service under Article 3. Any dispute over whether the EDC complied with Article 3 shall be resolved in accordance with the dispute resolution mechanism set forth in Article 8.

#### **Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

##### **4.1 Interconnection Facilities**

- 4.1.1 The interconnection customer shall pay, or reimburse the EDC, as applicable, for the cost of the interconnection facilities itemized in Attachment 3. The EDC shall identify the additional interconnection facilities necessary to interconnect the DER facility with the EDC's electric distribution system, the cost of those facilities, and the time required to build and install those facilities, as well as an estimated date of completion of the building or installation of those facilities.
- 4.1.2 The interconnection customer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

##### **4.2 Distribution Upgrades**

The EDC shall design, procure, construct, install, and own any distribution upgrades. The actual cost of the distribution upgrades, including overheads, shall be directly assigned to

the interconnection customer whose DER facility caused the need for the distribution upgrades.

## **Article 5. Billing, Payment, Milestones, and Financial Security**

### **5.1 Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 1, 2 or 3 review with EDC construction necessary for accommodating the DER facility and Level 4 reviews)**

5.1.1 The EDC shall bill the interconnection customer for the design, engineering, construction, and procurement costs of EDC-provided interconnection facilities and distribution upgrades contemplated by this Agreement as set forth in Attachment 3. The billing shall occur on a monthly basis, or as otherwise agreed to between the Parties. The interconnection customer shall pay each bill within 30 calendar days after receipt, or as otherwise agreed to between the Parties.

5.1.2 Unless waived by the interconnection customer, within 90 calendar days after completing the construction and installation of the EDC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall pay the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference.

5.1.3 If a Party disputes any portion of its payment obligation pursuant to this Article 5, the Party shall pay in a timely manner all non-disputed portions of its invoice, and the disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. A Party disputing a portion of an Article 5 payment shall not be considered to be in default of its obligations under this Article.

### **5.2 Interconnection Customer Deposit**

At least 20 business days prior to the commencement of the design, procurement, installation, or construction of the EDC's interconnection facilities and distribution upgrades, the interconnection customer shall provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any such facilities. However, when the estimated date of completion of the building or installation of facilities exceeds three months from the date of notification, pursuant to Article 4.1.1 of this Agreement, this deposit may be held in escrow by a mutually agreed-upon third party, with any interest to inure to the benefit of the interconnection customer.

## **Article 6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default**

### **6.1 Assignment**

This Agreement may be assigned by either Party. If the interconnection customer attempts to assign this Agreement, the assignee must agree to the terms of this Agreement in writing and such writing must be provided to the EDC. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason of the assignment. An assignee is responsible for meeting the same obligations as the assignor.

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (including mergers, consolidations, or transfers, or a sale of a substantial portion of the Party's assets, between the Party and another entity), of the assigning Party that has an equal or greater credit rating and the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

6.1.2 The interconnection customer can assign this Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the DER facility.

### **6.2 Limitation on Damages**

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages and reasonable attorney's fees, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Article 6.2 shall survive the termination or expiration of the Agreement.

### **6.3 Indemnity**

- 6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.
- 6.3.2 The interconnection customer shall indemnify and defend the EDC and the EDC's directors, officers, employees, and agents, from all damages and expenses resulting from a third party claim arising out of or based upon the interconnection customer's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 6.3.3 The EDC shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the EDC's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 6.3.4 Within 5 business days after receipt by an indemnified Party of any claim or notice that an action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply has commenced, the indemnified Party shall notify the indemnifying Party of such fact. The failure to notify, or a delay in notification, shall not affect a Party's indemnification obligation unless that failure or delay is materially prejudicial to the indemnifying Party.
- 6.3.5 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, that indemnified Party may, at the expense of the indemnifying Party, contest, settle or consent to the entry of any judgment with respect to, or pay in full, the claim.
- 6.3.6 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of the indemnified Party's actual loss, net of any insurance or other recovery.
- 6.4 Force Majeure
- 6.4.1 As used in this Article, a force majeure event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.

6.4.2 If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the force majeure event ("Affected Party") shall notify the other Party of the existence of the force majeure event within one business day. The notification must specify the circumstances of the force majeure event, its expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the force majeure event cannot be otherwise mitigated.

## 6.5 Default

6.5.1 No default shall exist when the failure to discharge an obligation (other than the payment of money) results from a force majeure event as defined in this Agreement, or the result of an act or omission of the other Party.

6.5.2 A Party shall be in default ("Default") of this Agreement if it fails in any material respect to comply with, observe or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within 60 calendar days after receiving written notice from the other Party. Upon a default of this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. Except as provided in Article 6.5.3, the defaulting Party has 60 calendar days after receipt of the default notice to cure the default; provided, however, if the default cannot be cured within 60 calendar days, the defaulting Party shall commence the cure within 20 calendar days after original notice and complete the cure within six months from receipt of the default notice; and, if cured within that time, the default specified in the notice shall cease to exist.

6.5.3 If a Party has assigned this Agreement in a manner that is not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, and is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party has 30 days from receipt of the default notice to cure the default.

6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for in this Article, the non-defaulting Party shall have the right to terminate this Agreement by written notice, and be relieved of any further obligation under this Agreement and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due under this Agreement, plus all other damages

and remedies to which it is entitled at law or in equity. The provisions of this Article shall survive termination of this Agreement.

### **Article 7. Insurance**

For DER facilities with a nameplate capacity of 1 MVA or above, the interconnection customer shall carry sufficient insurance coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection customer during the term shall be not less than [REDACTED] for each occurrence, and an aggregate, if any, of at least [REDACTED]. The EDC, its officers, employees and agents shall be added as an additional insured on this policy. The interconnection customer agrees to provide the EDC with at least 30 calendar days advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Article.

### **Article 8. Dispute Resolution**

- 8.1 Parties shall attempt to resolve all disputes regarding interconnection as provided in this Article in a good faith manner.
- 8.2 If there is a dispute between the Parties about implementation or an interpretation of the Agreement, the aggrieved Party shall issue a written notice to the other Party to the agreement that specifies the dispute and the Agreement articles that are disputed.
- 8.3 A meeting between the Parties shall be held within 10 days after receipt of the written notice. Persons with decision-making authority from each Party shall attend the meeting. If the dispute involves technical issues, persons with sufficient technical expertise and familiarity with the issue in dispute from each Party shall also attend the meeting. The meeting may be conducted by teleconference. The informal process between the parties shall extend 30 days after the receipt of written notice, after which the dispute is deemed resolved and the timeframes for decisions within the interconnection process procedures described in Article 8.4 or files a formal complaint at the Commission prior to the end of the 30-day period.
- 8.4 If the parties are unable to resolve the dispute through the process outlined in Article 8.3, either party may submit the interconnection dispute to an Ombudsman for non-binding arbitration. The party electing non-binding arbitration shall notify the other party of the request in writing. The non-binding arbitration process is limited to 60 days, absent mutual agreement of the parties and the Ombudsman to a longer period.
- 8.5 Each party shall bear its own fees, costs and expenses and an equal share of the expenses of the non-binding arbitration.

- 8.6 Within 10 days after the conclusion of the procedures in Article 8.4, either party may initiate a formal complain with the Commission and ask for an expedited resolution of the dispute. If the complaint seeks expedited resolution, any written recommendation of the Ombudsman shall be appended to the complaint. The formal complaint shall proceed as a contested hearing pursuant to the Commission's Rules of Practice.
- 8.7 A party may, after good faith negotiations have failed, decline to pursue non-binding arbitration and instead initiate a formal complaint with the Commission. The formal complaint shall proceed as a contested hearing pursuant to the Commission's Rules of Practice.
- 8.8 Pursuit of dispute resolution may not affect an interconnection request or an interconnection applicant's position in the EDC's interconnection queue.
- 8.9 If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

## **Article 9. Miscellaneous**

- 9.1 **Governing Law, Regulatory Authority, and Rules**  
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Illinois, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek change in, appeal, or otherwise contest any laws, orders or regulations of a governmental authority. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the EDC or interconnection customer, regardless of the involvement of either Party in drafting this Agreement.
- 9.2 **Amendment**  
Modification of this Agreement shall be only by a written instrument duly executed by both Parties.
- 9.3 **No Third-Party Beneficiaries**  
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations in this Agreement assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 9.4 **Waiver**
- 9.4.1 Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by

the Party granting the waiver, but the waiver or failure to insist upon strict compliance with the obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.4.2. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights under this Agreement terminated, shall not constitute a waiver or relinquishment of any rights set out in this Agreement, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a written document signed by that Party granting the waiver or relinquishing any such rights. Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition of this Agreement.

9.5 Entire Agreement

Except as provided in Article 9.1, this Agreement, including all attachments, constitutes the entire Agreement between the Parties with reference to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

9.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) that portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable

the benefits to each Party that were affected by the ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

9.9 Environmental Releases

Each Party shall notify the other Party of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the DER facility or the interconnection facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided that Party makes a good faith effort to provide the notice no later than 24 hours after that Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10 Subcontractors

Nothing in this Agreement shall prevent a Party from using the services of any subcontractor it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing services and each Party shall remain primarily liable to the other Party for the performance of the subcontractor.

9.10.1 A subcontract relationship does not relieve any Party of any of its obligations under this Agreement. The hiring Party remains responsible to the other Party for the acts or omissions of its subcontractor. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of the hiring Party.

9.10.2 The obligations under this Article cannot be limited in any way by any limitation of subcontractor's insurance.

Project Number: 22-20444

5000kW

**Article 10. Notices****10.1 General**

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

**If to Interconnection Customer:**

Interconnection Customer: Lanceleaf Solar, LLC  
 Attention: Nicolas Galletout  
 Address: 30 W Hubbard St Suite 400  
 City: Chicago State: Illinois Zip: 60654  
 Phone: 312-971-8883 Fax: \_\_\_\_\_ E-Mail: il@cultivatepower.co

**If to EDC:**

EDC: Commonwealth Edison Company  
 Attention: DER Interconnection  
 Address: 2 Lincoln Center  
 City: Oakbrook Terrace State: IL Zip: 60181  
 Phone: 630-576-8158 E-Mail: interconnect@comed.com

**Alternative Forms of Notice**

Any notice or request required or permitted to be given by either Party to the other Party and not required by this Agreement to be in writing may be given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out above.

**10.2 Billing and Payment**

Billings and payments shall be sent to the addresses set out below:

**If to Interconnection Customer**

Interconnection Customer: Lanceleaf Solar, LLC  
 Attention: Nicolas Galletout  
 Address: 30 W Hubbard St Suite 400  
 City: Chicago State: Illinois Zip: 60654  
 Phone 312-971-8883 Fax \_\_\_\_\_ Email il@cultivatepower.co

Project Number: 22-20444

5000kW

**If to EDC:**

EDC: Commonwealth Edison  
 Attention: DER Interconnection  
 Address: 2 Lincoln Center  
 City: Oakbrook Terrace State: IL Zip: 60181  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

**10.3 Designated Operating Representative**

The Parties may also designate operating representatives to conduct the communications that may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

**Interconnection Customer's Operating Representative:** Lanceleaf Solar, LLC  
 Attention: Nicolas Galletout  
 Address: 30 W Hubbard St Suite 400  
 City: Chicago State: IL Zip: 60654  
 Phone: 312-971-8883 Fax: \_\_\_\_\_ Email: il@cultivatepower.co  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

**EDC's Operating Representative:**

Commonwealth Edison Company  
 Attention: Customer Operations  
 Address: ComEd - 2 Lincoln Center – Call Center  
 City: Oakbrook State: IL Zip: 60181  
 Phone 1-800-334-7661 Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

**10.4 Changes to the Notice Information**

Either Party may change this notice information by giving five business days written notice before the effective date of the change.

Project Number: 22-20444

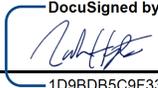
5000kW

**Article 11. Signatures**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

Project Name: Lanceleaf Solar, LLC

**For the Interconnection Customer:**

**Name:** Noah HYTE  \_\_\_\_\_  
DocuSigned by: 1D9BDB5C9F33410...  
**Title:** Authorized Person \_\_\_\_\_  
**Date:** 6/27/2023 \_\_\_\_\_

**For EDC:**

**Name:** Ilyas Mohiuddin \_\_\_\_\_  
**Title:** Principal Contract Specialist \_\_\_\_\_  
**Date:** 6/27/2023 \_\_\_\_\_

This document is the property of LANCELEAF SOLAR PROJECT, LLC. It is to be used only for the project and site identified herein. It is not to be used for any other project or site. It is not to be used for any other purpose. It is not to be used for any other project or site. It is not to be used for any other purpose. It is not to be used for any other project or site. It is not to be used for any other purpose.



VICINITY MAP

SCALE: 1"=600'

GRAPHIC SCALE IN FEET

SITE DATA TABLE	
PR. #	02-04-100-006
PROPERTY OWNER	SANJAY AND SAMER GUPTA
SITE ADDRESS	NORTHEAST CORNER OF EDGEMORE ROAD AND NORTH BRIDGE STREET, YORKVILLE, IL 60595
ZONING JURISDICTION	CITY OF YORKVILLE
CURRENT LAND USE	0021 - FARM NOT IMPROVED
PROPOSED USE	SOLAR ENERGY SYSTEM
PROJECT BOUNDARY AREA	34.66 ± AC
AREA WITHIN FENCE	28.56 ± AC
PRELIMINARY SOLAR AREA	21.08 ± AC
PROPERTY LINE/RIGHT-OF-WAY SETBACK	93.0'
ESTIMATED NUMBER OF MODULES	7,266

### LEGEND

ROAD CENTERLINE (TRACED PER AERIAL)

ROAD LABEL

PROJECT BOUNDARY (PER ILMZ FILE, PROVIDED BY CULTIVATE POWER ON 03/06/2023)

ROAD RIGHT OF WAY (TRACED PER KENDALL COUNTY GIS ON 08/08/2023)

PROPERTY LINE (TRACED PER KENDALL COUNTY GIS ON 08/08/2023)

PROPERTY LINE/RIGHT-OF-WAY SETBACK (PER ILLINOIS HOUSE BILL 4412)

EXISTING RESIDENCE/STRUCTURE (TRACED PER AERIAL)

EXISTING OVERHEAD ELECTRIC (TRACED PER AERIAL)

UTILITY POLE (TRACED PER AERIAL)

EX. WELL (PER ILLI WATER GIS, DOWNLOADED 08/08/2023)

WELL CONSTRUCTABILITY BUFFER (ASSUMED)

EX. WETLAND (DOWNLOADED PER NWI ON 08/07/2023)

WETLAND CONSTRUCTABILITY BUFFER

APPROXIMATE WOODED AREA (TRACED PER AERIAL)

APPROXIMATE WOODED CONSTRUCTABILITY BUFFER (ASSUMED)

PR. FENCE

PR. PANEL LIMITS

PR. OVERHEAD ELECTRIC

PR. UNDERGROUND ELECTRIC

PR. GRAVEL ACCESS ROAD

PR. UTILITY POLE

PR. EQUIPMENT PAD

PR. SOLAR ARRAY

PR. STAGING AREA

PR. VEGETATIVE SCREENING

- ### NOTES
- THE PURPOSE OF THIS PLAN IS FOR SPECIAL USE REVIEW AND APPROVAL BY THE CITY OF YORKVILLE TO CONSTRUCT A SOLAR ENERGY SYSTEM.
  - THIS PLAN WAS PREPARED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING KENDALL & KANE COUNTY, GOOGLE EARTH, AND USGS TOPOGRAPHIC INFORMATION.
  - SUBJECT PROPERTY DOES NOT Lie WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 170KX0002) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
  - THE LOCATION OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FOUNDATION, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, SUPPLIER OPERATIONS, AND/OR OTHER CONSTRAINTS DURING FINAL DESIGN AND CONSTRUCTION.
  - PROJECT AREA, INCLUDING CONSTRUCTION STAGING AREAS, WILL BE CLEARED AND DENSED AS NECESSARY, RETAINING PRE-DEVELOPMENT DRAINAGE PATTERNS TO THE MOST EXTENT POSSIBLE. CONSTRUCTION STAGING AND AREAS SUBJECT TO RUTTING DURING CONSTRUCTION WILL BE TEMPORARILY STABILIZED WITH GRASS, SOIL CONDITIONS AND EQUIPMENT LOADS WILL DETERMINE FINAL DESIGN.
  - CONTRACTOR SHALL CALL AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. ADDITIONAL CONSTRUCTION SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATION SERVICES.
  - CONTRACTOR SHALL MAINTAIN ACCESS AND UTILITY SERVICES TO ANY REMAINING BUILDINGS OR ADJACENT BUILDINGS THROUGHOUT THE DESIGN AND CONSTRUCTION PHASES. EXISTING IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
  - THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGMEN AS NECESSARY WHEN CONSTRUCTION OPERATIONS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE SERVICES SHALL REMAIN IN PLACE UNTIL THE TRAFFIC MAY PROCEED NORMALLY AGAIN.
  - SITE WILL HAVE NO DESIGNATIONS FOR OPEN SPACES, NATURAL AREA, HISTORIC BUILDINGS/STRUCTURES, OR STORMWATER MANAGEMENT FACILITIES.
  - STORMWATER MANAGEMENT FACILITIES TO BE PROVIDED AS REQUIRED BY COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING REQUIREMENTS TO BE DETERMINED DURING FINAL ENGINEERING.
  - SOLAR PANELS WILL BE DESIGNED WITH ANTI-REFLECTIVE COATING TO MINIMIZE GLARE.
  - COLLECTION LINES WITHIN THE SOLAR FARM WILL BE LOCATED AND MAINTAINED UNDERGROUND.
  - THERE SHALL BE NO EXTERIOR LIGHTING.
  - SETBACKS SHOWN ON THIS PLAN ARE BASED ON ILLINOIS HOUSE BILL 4412.
  - THE NATIONAL WETLAND INVENTORY HAS SEARCHED AND WETLANDS WERE FOUND ON THE PROPERTY, A MORE DETAILED WETLAND INVESTIGATION WILL BE DONE DURING FINAL ENGINEERING.
  - SITE WILL STAY AND OBTAIN ALL NECESSARY ROAD-USE AGREEMENTS FOR ANY COUNTY OR TOWNSHIP ROAD-USE PRIOR TO START OF CONSTRUCTION.
  - ALL NECESSARY PERMITS FOR SOIL EROSION CONTROL AND SHEETPILE CONSTRUCTION WILL BE OBTAINED AS PART OF FINAL ENGINEERING AND PRIOR TO CONSTRUCTION.
  - FENCE HEIGHT SHALL NOT EXCEED 20 FEET ACCORDING TO THE ILLINOIS HOUSE BILL 4412.
  - PANELS SHALL NOT EXCEED 10 FEET IN HEIGHT WHEN ORIENTED AT MAXIMUM TILT.
  - THE PROPOSED CHAIN-LINK FENCING WILL BE VINYL COATED AND FINISHING FACING ROADWAYS (DUTY AND BASELINE ROAD) WILL HAVE SLATES.

**CULTIVATE POWER**  
  
 © 2023 KIMLEY-HORN AND ASSOCIATES, INC.  
 370 WEST WASHINGTON STREET, SUITE 200  
 DEERFIELD, IL 60015  
 WWW.KIMLEY-HORN.COM

**SITE PLAN**  
**LANCELEAF SOLAR PROJECT, LLC**  
 CITY OF YORKVILLE, IL

NO.	REVISIONS	DATE

RHA PROJECT	ORIGINAL DATE	SCALE	HAS DESIGN BY	DRAWN BY	CHECKED BY
	08/10/2023	AS SHOWN			

SHEET NUMBER  
**EX-1**



## **United City of Yorkville**

651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575

### **PLAN COUNCIL AGENDA**

Thursday, September 14, 2023

9:00 a.m.

City Hall

Community Development

2<sup>nd</sup> Floor - Conference Room

Remote Access via Zoom

1. Minutes for approval: August 10, 2023
2. PZC 2023-13 Lanceleaf Solar Farm (Bailey Meadows) – Annex. Agr. Amendment, Rezoning, Special Use and Variance

Adjournment

**UNITED CITY OF YORKVILLE  
PLAN COUNCIL  
Community Development  
City Hall Conference Room, 2<sup>nd</sup> floor  
651 Prairie Pointe Drive, Yorkville, IL  
Thursday, August 10, 2023 9:00am**

**IN ATTENDANCE:**

Krysti Barksdale Noble, Community Development Director  
Brad Sanderson, EEI/City Engineer  
Pete Ratos, Code Official  
Jim Jensen, Police Chief  
Andrew Smith, QuikTrip Real Estate Manager  
Mr. Ali Bukhres, QuikTrip, Project Manager

Ms. Noble called the meeting to order at 9:00am.

- 1. Minutes for approval:** July 13, 2023  
The minutes were approved as presented.

Introductions of meeting participants were done.

**2. PZC 2023-08 QuikTrip Gas Station & Convenience Store – Special Use**

Mr. Bukhres gave a history of QuikTrip gas stations and said there are over 1,000 stores nationwide. Three stores are open in the Chicago area with more being planned and he said QuikTrip generously supports several charities.

Mr. Bukhres said the proposed gas station would be located at the NE corner of Rt. 47 and 71. He said there would be eight double-stacked fuel pumps with a convenience store and he detailed the access points off those 2 roadways. A car wash is a future possibility. He also showed plans for landscaping, photometric, signs and grading.

**Ms. Barksdale Noble, Community Development Comments**

She said a Special Use is needed for Planning and Zoning. Also, the property has already been rezoned to B-3 and therefore compliant for the proposed use. She asked the petitioner to verify the setbacks and she provided the requirements for those. She said since they are consolidating the 2 parcels, a Plat of Consolidation is needed. She also asked for the maximum building height and parking setbacks. Ms. Noble asked if there would be a dedicated loading zone for deliveries. It will be in the rear of the building and will be striped. Lot coverage will also be needed and they have 80% at this time. The current sign requested is 7 feet, 10 inches which meets the sign requirements, but Ms. Noble requested the sign area measurements.

**Mr. Sanderson, Engineering Comments**

Many of the items needed are for final engineering such as truck-turning movements, photometric plan and engineer estimate of public improvements. Regarding the preliminary plans, Mr. Sanderson said they would like IDOT comments to confirm the proposed entrance locations. Mr. Smith noted a traffic study had been submitted more than a month ago. Additionally, preliminary stormwater

calculations are needed to ensure adequate storage which will be underground. Water main and utilities need to be extended to the far east property line as required by the city code. Mr. Bukhres will ask their engineer to contact staff to address circulation. Mr. Sanderson said the most important item now is to confirm the geometry with IDOT. Mr. Bukhres added that the tree preservation plan was provided on the ALTA survey, but they will have a forester provide caliper measurements.

#### Chief of Police Jim Jensen Comments

Some of his concerns are the raised medians when cars pull out as it relates to the speed on Rt. 47 and 71, sight line issues and making sure there is signage for bike paths and sidewalks where they cross the property. Regarding these concerns, Mr. Sanderson said IDOT is proposing improvements at this intersection and will be constructing a shared use path. IDOT is moving forward with final engineering and the city will work with IDOT on these concerns.

#### Pete Ratos, Code Official Comments:

Mr. Ratos wants to insure adequate fire suppression considering the size of the c-store. Mr. Smith asked how early in the process fire suppression is required. Mr. Ratos would like the name of the company doing the work or a note on the building plans. For the permit, he would like to know the amount of water needed and the Fire Marshall will want to know the position of the fire heads and have alarm drawings before going vertical.

Ms. Noble asked Mr. Bukhres to discuss the specific safety features the QuikTrip stores use. He explained the various sophisticated measures they utilize for store and employee safety. In the event of a crime or safety issue, company officials work closely with police.

The next meeting for this proposal will be at EDC September 5.

#### **Adjournment**

There was no further business and the meeting adjourned at 9:22am.

Minutes respectfully transcribed by  
Marlys Young, Minute Taker



# Memorandum

To: Plan Council  
From: Krysti J. Barksdale-Noble, Community Development Director  
Date: September 3, 2023  
Subject: **PZC 2023-13 Lanceleaf Solar (Bailey Meadows)**  
(Rezone, Special Use, Variance, Annexation Agreement Amendment)

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I have reviewed the applications for rezoning classification, special use authorization, variance approval, and an amendment to an annexation agreement received on August 11, 2023 by Lanceleaf Solar Project, LLC. The following supplemental materials were included within the original applications:

- 1) Project Overview, as prepared by Lanceleaf Solar Project, LLC
- 2) Annexation Amendment Application, as prepared by Lanceleaf Solar Project, LLC
- 3) Rezoning Application, as prepared by Lanceleaf Solar Project, LLC
- 4) Variance Application, as prepared by Lanceleaf Solar Project, LLC
- 5) Special Use Permit Application, as prepared by Lanceleaf Solar Project, LLC
- 6) Landowner Authorization letter, prepared by Sameer and Sanjay Gupta
- 7) Location Map
- 8) Site Plan, as prepared by Kimley Horn & Associates, Inc.
- 9) Environmental Constraints Map, as prepared by Kimley Horn & Associates, Inc.
- 10) Existing Wetlands Map, as prepared by Kimley Horn & Associates, Inc.
- 11) Glare Analysis, prepared by Forgesolar
- 12) Illinois Department of Natural Resources EcoCAT Application to IDNR, as prepared by Lanceleaf Solar Project, LLC
- 13) Illinois Historic Preservation Agency Report, as prepared by Kimley Horn & Associates, Inc.
- 14) NRI Application to Kendall County Soil & Water Conservation District, as prepared by Lanceleaf Solar Project, LLC
- 15) Decommissioning Plan and Estimate, prepared by Kimley Horn & Associates, Inc.

The petitioner is seeking to construct a solar farm on the 36.8-acre parcel (PIN #02-04-100-006) generally located south of Baseline Road and west of Bridge Street (IL Route 47). The petitioner is requesting to rezone the parcel to A-1 Agricultural District zoning for a solar farm and a variance to Section 10-19-7-D of the Yorkville City Code to decrease the minimum distance between the ground and the solar panels to align with industry standards, typically two (2) feet.

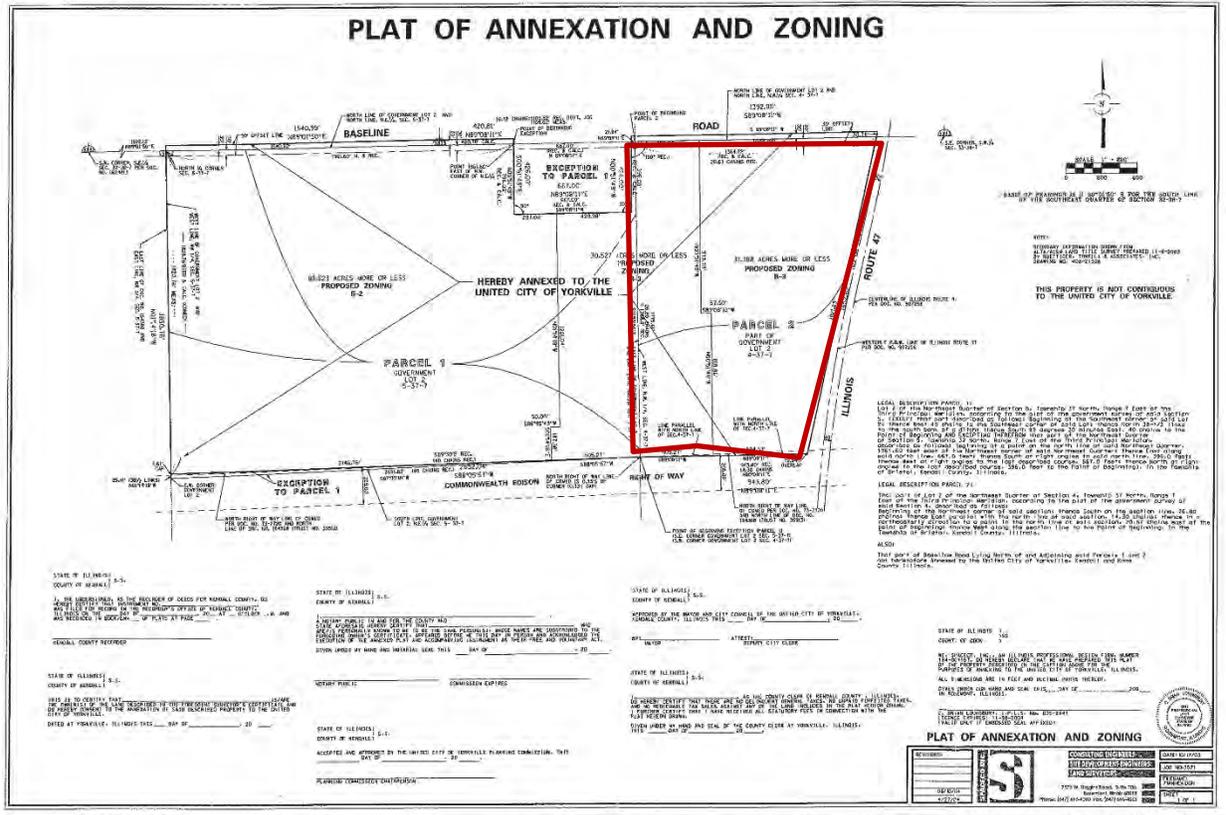
Additionally, the petitioner is seeking to amend the current Bailey Meadows annexation agreement, approved in 2004 via Ordinance 2004-40, which establishes the underlying zoning of three parcels (PIN# 02-05-200-006, #02-04-100-005, and #02-04-100-006) as R-2, R-3, and B-3 to the A-1 Agricultural District. The proposed amendment to the agreement will remove this 36.8-acre parcel (#02-04-100-006) from the overall approximately 150-acre Bailey Meadows planned unit development and allow for a 5-megawatt solar energy system use.

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

## **Zoning**

The subject parcel (PIN #02-04-100-106) is currently zoned R-3 Multi-Family Attached Residence District and B-3 General Business District per Ordinance 2004-40 and the following plat of annexation and zoning map:

EXHIBIT B



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

	Zoning	Land Use
North	F-1 Farm District (Unincorporated Kane County)	Farmland
South	R-3, B-3 Districts (Westhaven PUD) Utility Land Use	Undeveloped/Farm Land Com Ed Right-of-Way
East	R-2, R-3, R-4, B-3 Districts (Schramm PUD) Transportation Land Use	Undeveloped/Farmland IL Route 47 (Bridge St.)
West	R-2, R-3 Districts (Bailey Meadows PUD)	Undeveloped/Farmland

The proposed use is defined in the Yorkville Zoning Ordinance as a Solar Farm which is a special use within the A-1 Agricultural District. This requires the use to abide by the A-1 Agricultural District regulations as well as the Alternative Energy System regulations in the City’s Zoning Ordinance.

- Petitioner must verify the proposed number of arrays for the community solar farm, total linear feet of racking, and number of inverters, transformers, and tracker motors.
  - 13,910 arrays stated per decommission plan.
- The petitioner will enter into a twenty (20) year lease, commencing upon the expiration of a two-year construction period, 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 renewal periods of five (5) years each.

**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 yard setbacks are required for this district and the proposed setbacks are shown on the submitted materials:

	<b>Minimum Requirement</b>	<b>Proposed Setback</b>
<b>Front (East/North)</b>	100 feet	<b>Undetermined/Please Verify (East) 50 feet/Approx. 455’ from nearest residence (North)</b>
<b>Side (South)</b>	50 feet	50 feet
<b>Rear (West)</b>	None	50 feet Approx. 608.3’ from nearest residence

- The location of the solar panels meets the south and rear yard setbacks for the A-1 District. However, the solar panels appear to encroach into the required front and corner side yards on both the north and east side.
  - Section 10-19-7-C of the Yorkville Zoning Ordinance (zoning ordinance) states that freestanding solar energy systems may not be located within the required front yard or corner side yard. Section 10-19-7-B of the zoning ordinance states that all parts of any freestanding solar energy system shall be set back 8 feet from interior side and rear property lines.
  - Therefore, the proposed 50-foot setbacks from the front and corner side yard property lines do not meet the minimum requirement of the zoning ordinance.

**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’s project narrative appears to indicate a maximum solar array height as 12 feet at maximum tilt.
- Please provide an exhibit/cut sheet of a typical array.

**Fencing**

The petitioner is proposing to construct a chain link fence around the entire solar field which will be accessible through an access gate and Knox Box fronting Baseline Road containing signs for site identification and safety.

- Project narrative states 7’ tall fence, but decommissioning plan states 6’ tall fence. Please verify.
- Staff requests that the petitioner provide an exhibit illustrating the fence material and proposed opacity.

**Landscape Plan/View Sheds**

While perimeter landscaping is not required for solar farm uses, the petitioner indicates vegetative landscape screening (trees along a portion of the western boundary) on the site plan.

- This area is the closest to a neighboring residential structure.
- If a landscape plan is proposed for this area of the western perimeter of the solar farm, staff asks for details as an exhibit and a view shed rendering of the solar panels and bufferyard from the vantage perspective of the neighboring residential property.

## *Noise*

Per the petitioner's project summary, the transformer is the greatest source of noise on the property. As proposed, the transformer is over 900 feet southeast of the nearest residence located on Baseline Road.

- Noise levels will not exceed sixty-seven (67) decibels at 10 meters (32 feet).

## *Glare/Lighting*

Section 10-19-7-E states solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto nearby properties or roadways. The petitioner has submitted a glare study and analysis which concludes that there was no potential for glint or glare identified by the analysis. Additionally, the panels will be buffered by landscaping in areas that could be seen by adjacent property owners or a 20-foot wooded buffer area along roadways.

- Staff requests the petitioner provides a viewshed from angles around the solar farm which illustrate how far away the panels will be from the public rights-of-way (IL Route 47 and Baseline Road).
- If any light standards are proposed for the site, a photometric plan is required.

## *Signage*

Section 19-4-F states that "No commercial signage or attention getting device is permitted on any alternative energy system. One (1) sign shall be permitted to indicate the emergency contact information of the property owner or operator. Said sign shall not exceed two (2) square feet in size." The submitted narrative states a warning sign shall be provided at the facility entrance and along the perimeter fence including the facilities 911 address and a 24-hour emergency contact number. The petitioner does not need to provide an exhibit of the sign if it is under 2 square feet in size.

## *Utility Service Provider*

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.

- Petitioner needs to provide proof that an interconnection plan has been submitted to the utility provider (ComEd).

## *Utilities*

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 Baseline Road.

## *Clearance*

Section 10-19-7-D states the minimum clearance between the lowest point of the system and the surface on which the system is mounted is ten feet (10'). The petitioner is requesting a variance to this regulation to reduce the clearance to two (2) feet. The petitioner has provided the reasoning behind this request as the maintenance on the panels at the 10-foot height would be cumbersome, the visibility of the panels would increase as they would be significantly taller, and the wind loads generated at a greater height could damage the cells. Staff supports the variance request as the regulation has been an issue with previous requests for ground mounted solar panels and is not an industry standard.

## *Access*

The site plan indicates there will be an access drive off of Baseline Road to enter the property. Section 10-16-3-C, Table 10.16.02 states the minimum driveway width for a nonresidential use is 12 feet for the amount of trips per day this site will generate once complete. Part D-5 of this Section also states that the driveway surface shall be improved with a pavement meeting State of Illinois standard A-3 or equivalent.

- The petitioner proposes the entrance road will be composed of "CA-6" material.

### ***Decommission***

Section 10-19-9-A-3 states prior to permit issuance, the owner shall sign an acknowledgement that said owner will be responsible for any and all enforcement costs and remediation costs resulting from any violations of that chapter. The costs include, but are not limited to, removal of system, property restoration upon removal of the system, city legal expenses and hearing costs associated with violations of that chapter. The petitioner has provided a decommission plan and construction estimate of \$573,590.88 at year 25 with a 3% annual inflation rate totaling \$664,949.03.

- Staff defers to the City Engineer for review and approval of plan and estimate.

### ***Annexation Agreement Amendment***

The petitioner is requesting to amend the existing Annexation Agreement for Bailey Meadows (Ordinance 2004-40) to permit this land use instead of the planned commercial and residential development. The annexation agreement is set to expire July 13, 2024.

- The amended annexation agreement will remove this parcel from the original agreement effective upon approval of the rezoning, special use, and variance authorization along with the land use change. If the petitioner is seeking any additional language in the agreement other than what has already been stated, please advise staff for discussion.

### ***Special Use Standards***

Section 10-19-4-C and 10-4-9-F state specific standards for special use which all recommendation bodies will review. The petitioner has provided answers to each of the criteria in the application as well as providing an additional attachment to these standards.



September 11, 2023

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

**Re: Lanceleaf Solar Project  
Special Use, Rezoning, & Variance Request – 1<sup>st</sup> Submittal  
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above referenced project:

- Special Use Permit, Rezoning, and Variance Applications
- Site Plans
- Other Supporting Documentation

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

## **General**

1. 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.
  - Stormwater permit application in accordance with the Yorkville Storm Water Management Ordinance (Kendall Countywide Ordinance)
2. Since the project is a non-residential development on more than 3 acres it must meet the stormwater detention requirements per the Stormwater Ordinance.
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. Please see the attached exhibit.

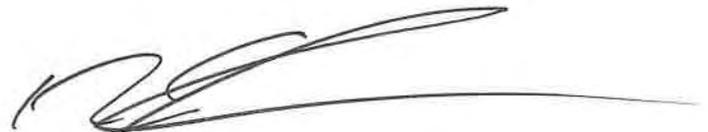
4. The limits of the floodplain should be shown on the plans. The floodplain elevation is approximately 653 feet at the project location.
5. Any impacts to the wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.
6. A field tile survey will be required.
7. Perimeter easements will need to be provided. These should be a minimum of 15' along Baseline Road and Rt 47.
8. The City will seek a right of way dedication of 50'. This appears to be shown correctly on the plans.
9. A preliminary landscape plan should be provided.
10. The development department should comment on the fence materials.
11. The decommissioning bond or letter of credit will need to be 120% of the approved estimate.
12. The following will need to be submitted with Final Engineering Plans:
  - a. Truck turning exhibits for delivery and emergency vehicles
  - b. Photometric plan

In addition, please see the attached checklist for final engineering requirements.

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

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.



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

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)  
Ms. Erin Willrett, Assistant City Administrator (via email)  
Mr. Eric Dhuse, Director of Public Works (via email)  
Mr. Pete Ratos, Building Department (via email)  
Ms. Dee Weinert, Admin Assistant (via email)  
Ms. Jori Behland, City Clerk (via email)  
Ms. Cindy Larson O'Neil, Cultivate Power (via email)  
TNP, PGW2, EEI (Via e-mail)



March 23, 2023

## UNITED CITY OF YORKVILLE

### GENERAL CHECKLIST FOR COMMERCIAL SITE PLANS/SINGLE LOT DEVELOPMENTS (EXTERNAL USE ONLY)

- Professional engineer signature and seal on drawings and calculations
- Location map and address, J.U.L.I.E. note included on plans
- Benchmarks based on NAVD 88 datum
- Existing utilities and topography to be provided
  - ✓ Existing elevations and contours shown at 1' intervals
- Compliance with subdivision grading plan (if applicable) and/or provide proposed grading plan
  - ✓ Proposed elevations and contours at 1' intervals
  - ✓ Indicate building top of foundation (2 ft. above H.W.L.)
  - ✓ Storm water drainage - safe outlet available and adequate conveyance provided
- Flood plain or flood way requirements to be addressed, if necessary
- Stormwater management
  - ✓ Per Kendall County/Yorkville stormwater management ordinance
  - ✓ Apply for storm water permit, if necessary
- Provide stormwater pollution prevention (SWPP) plan
  - ✓ Apply for NOI permit, if necessary
  - ✓ Note that receipt of NPDES permit required prior to construction
- Provide typical pavement sections
- Pavement markings and signage
- Entrance detail
- Handicap ramp detail (use IDOT standard)
- Show water service and include City standard details and notes
- Show sanitary service with inspection manhole and include YBSD standard notes
- Apply for appropriate IEPA permits – water and sanitary, if necessary
- Provide easements, if necessary
- Provide landscape plan
- Provide photometric plan
- Compliance with zoning code
- Performance guarantee for public improvements
- Overall cost estimate for all site improvements – for building permit fees



**Legend**

- Zone A
- Zone AE
- Floodway

Source: Esri, Maxar, Earthstar, GeoGraphics, AeroGRID, User Contributed

**Engineering Enterprises, Inc.**  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700  
 www.eeiweb.com



**United City of Yorkville**  
 800 Game Farm Road  
 Yorkville, IL 60560  
 630-553-4350  
 www.yorkville.il.us

NO.	DATE	REVISIONS

DATE:	SEPTEMBER 2023
PROJECT NO.	Y02302
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023
FILE:	Y02302_01_01_2023.mxd



**ROB ROY CREEK  
 FLOODPLAIN EXHIBIT**





**Yorkville Police Department Memorandum**  
651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Telephone: 630-553-4340  
Fax: 630-553-1141

**Date:** August 16, 2023  
**To:** Krysti Barksdale-Noble (Community Development Director)  
**From:** James Jensen (Chief of Police)  
**Reference:** Plan Review – PZC 2023-13  
Project Name: Lanceleaf Solar (Bailey Meadows)  
Applicant Name: Lanceleaf Solar Project, LLC  
Project Manager:  
Project Number: PZC 2023-13  
Project Location: South West Corner of Rt. 47 & Baseline Road

The comments listed below are referenced to the above project:

## **Signage**

Handicapped Signage Required:  Yes  No  
Comments: **N/A**

*\*\*Signage must meet MUTCD Standards  
\*\*Fine amount must be listed on sign*

Speed Limit Signage Required/Recommended  Yes  No  
School Zone Special Signage  Yes  No  
Special Speed Zone Signage Requested  Yes  No

No Parking Signage Recommended?  Yes  No  
 No Parking After 2" Snow Fall

No Parking Locations:

- **No Parking should be allowed on Baseline Road**

Dedicated Parking signage needed?  Yes  No  
 Located by Park  
 School  
 Common Parking Area



## Yorkville Police Department Memorandum

651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Telephone: 630-553-4340  
Fax: 630-553-1141

Are there Street Name Conflicts?  Yes  No

Comments: **N/A**

Pedestrian/Bike Path Crossing Signage?  Yes  No

Warning Ahead Signs are Required

NO Construction Traffic Signage being requested?  Yes  No

Location: \_\_\_\_\_

\*\*\*We request that all signage is posted prior to the first occupancy permit being issued for each POD or phase.\*\*\*

\*\*\*All traffic control signage must conform to MUTCH Standards specific to location, size, color, and height levels\*\*\*

### Roadway

Street Width: \_\_\_\_\_

Should parking be allowed on BOTH sides of road?  Yes  No

Should parking be restricted to fire hydrant side?  Yes  No

Center Roadway Medians:  Yes  No

Limit Parking on Median?  Yes  No

Signage Needed?  Yes  No

Room for Emergency Veh. w/ one lane Obstructed?  Yes  No

Do you have intersection Concerns?  Yes  No

**Concerns as listed below:**

- **Location of the driveway(s) into the Lanceleaf Solar Property**
- **Driveway(s) clearly marked**
- **Distance from driveway(s) on Baseline Road to the intersection of Rt. 47 would be concerning due to vehicle speeds on Baseline**

### Landscape

Low Growth or Ground Cover Landscaping?  Yes  No

Low Growth or Ground Cover Landscaping by windows?  Yes  No

Low Growth or Ground Cover Landscaping by Entrances  Yes  No



**Yorkville Police Department Memorandum**  
651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Telephone: 630-553-4340  
Fax: 630-553-1141

Comments: N/A

### **Ingress / Egress**

Entrance/Exits match up with adjacent driveways?  Yes  No

Total Entrance/Exits for development?

- **Where will the driveway(s) to the property be located?**

Are vehicle entrance/exits safe?  Yes  No

Are warning signs for cross traffic requested?  Yes  No

Raised Median & Signage for Right in & Right Out?  Yes  No

Concerns: \_\_\_\_\_

Emergency Contact for after hours during construction: **Information needed**

Is this a gated or controlled access development?  Yes  No

If yes, will Police & Fire have Access?  Yes  No

**\*\*\*Knox Box Access\*\*\***

### **Miscellaneous**

Individual Mailboxes?  Yes  No

Cluster Mailbox Kiosks?  Yes  No

Will this cause traffic choke points?  Yes  No

Are sidewalks being planned for the development?  Yes  No

Are sidewalk crosswalks needed?  Yes  No

Are there bike paths planned for this project?  Yes  No

Proper Signage needed for bike paths  Yes  No

Stop Signs  Yield Signs  NO Motorized Vehicles

Trespassing  Other \_\_\_\_\_

Are there HOA Controlled Roadway OR Parking Areas?  Yes  No



**Yorkville Police Department Memorandum**

**651 Prairie Pointe Drive**

**Yorkville, Illinois 60560**

**Telephone: 630-553-4340**

**Fax: 630-553-1141**

Ample Parking on Site?  Yes  No

Are there other City Ordinance Concerns?  Yes  No

Noise Ordinance

Parking Ordinances

Alarm Ordinance

I hope you find this information helpful, and we look forward to reviewing the revisions. If you should have any questions, comments, or concerns please do not hesitate to contact me.

**To:** James Jensen  
*Chief of Police, Yorkville Police Department*

**From:** Lanceleaf Solar Project, LLC

**Date:** September 22, 2023

**Re:** Reply to Yorkville Police Department Memorandum concerning Project PZC 2023-13: Special Use Permit, Rezoning, and Variance Applications for a 5 MW Solar Energy Facility

---

Dear Police Chief Jensen,

We write in relation to your Memo dated August 16, 2023 regarding Lanceleaf Solar Project, LLC's ("**Petitioner**") Special Use Permit, Rezoning, and Variance Applications to construct and/or operate a 5 MW solar energy facility in the City of Yorkville (collectively, the "**Applications**"). Please refer to our responses to your questions and concerns below in [blue](#):

## I. Signage

A. No Parking Locations: No Parking should be allowed on Baseline Rd.

[Response:](#) We confirm that no parking will be allowed along Baseline Rd. or any public road near the project site.

B. We request that all signage is posted prior to the first occupancy permit being issued for each POD or phase.

[Response:](#) We note this request and confirm that all signage will be posted prior to the first occupancy permit being issued.

C. All traffic control signage must conform to MUTCD Standards specific to location, size, color, and height levels.

[Response:](#) We confirm that all traffic control signage will conform to Manual on Uniform Traffic Control Devices ("**MUTCD**") Standards and that the fine amount will be listed on such signage. We intend to work with relevant local authorities to ensure compliance with such standards.

## II. Roadway

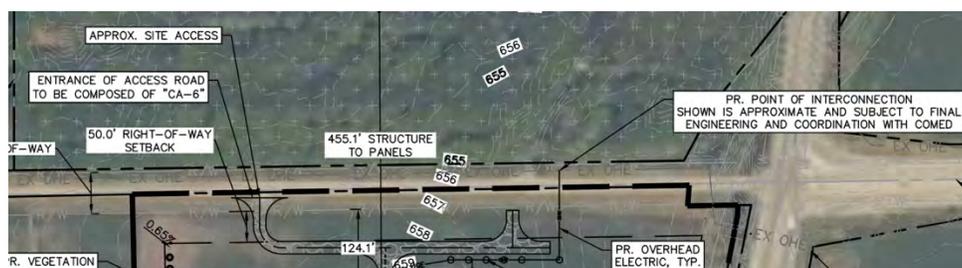
Do you have intersection Concerns? Yes, concerns listed below:

A. Location of the driveway(s) into the Lanceleaf Solar Property

B. Driveway(s) clearly marked

C. Distance from driveway(s) on Baseline Road to the intersection of Rt. 47 would be concerning due to vehicle speeds on Baseline

[Response:](#) We would like to clarify that the initial label for Approximate Site Access/Entrance of Access Road was incorrectly marked on the northeast side of the property. This has been corrected in the attached updated Site Plan and in the image below for your reference. The entrance is now correctly labeled on the [northwest side of the property](#).



As illustrated above, approximate site access will be over 750 ft away from the nearest intersection. We are open to installing any recommended driveway signage in designated areas to alert drivers of the site access and to provide additional traffic management.

As reiterated in our Applications, we do not anticipate our project to cause undue traffic congestion nor draw significant amounts of traffic through residential streets. During construction, major deliveries will only occur within the first 2 months. After construction, the project will be limited to vehicles accessing the site for maintenance about 5-9 times per year.

We will continue to coordinate with all necessary Federal, State, County, and City agencies, including the Police and Fire Chiefs and other entities throughout the planning process for the project to ensure that all safety standards and precautions are met.

### III. **Ingress/Egress**

A. Where will the driveway(s) to the property be located?

**Response:** There will be one entry point to the project site from public roads on the northwest side of the property as noted above.

B. Are warning signs for cross traffic requested? Yes

**Response:** We can install warning signs at designated areas for cross traffic management. Please advise on appropriate signage and placement.

C. Emergency Contact for after hours during construction

**Response:** Please see below for current project emergency contacts. We will keep Police Department informed of any changes to the details and confirm that contact details will be posted on the Main Gate.

*Facility Address: Pending 911 Address - located south and west of the intersection of Rob Roy Creek (Rt. 47) and Baseline Rd.*

*Facility Emergency Phone Number: 312-971-8883*

*Facility Utility Provider: ComEd*

*Facility Utility Phone Number: 1-800-334-7661*

Should you have additional questions or concerns, please let us know.

200500000012  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
01-03-2005 At 10:23 am.  
ORDINANCE 395.00

STATE OF ILLINOIS        )  
                                  ) ss  
COUNTY OF KENDALL     )

**ORDINANCE NO. 2004-40**

**AN ORDINANCE AUTHORIZING THE EXECUTION  
OF AN ANNEXATION AGREEMENT BETWEEN THE  
UNITED CITY OF YORKVILLE, A MUNICIPAL CORPORATION,  
AND  
IRED BASELINE, L.L.C.,  
AN ILLINOIS LIMITED LIABILITY COMPANY**

WHEREAS, it is in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Annexation Agreement pertaining to the annexation of the real estate described on Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said Annexation Agreement has been drafted and has been considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1, as amended, for the execution of said Annexation Agreement has been fully complied with; and

WHEREAS, the property is anticipated to become contiguous to the City.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: That the Mayor and City Clerk are herewith authorized and directed to execute, on behalf of the City, an Annexation Agreement concerning the annexation of the real estate described therein, a copy of which Annexation Agreement is attached hereto and made a part hereof.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

WANDA OHARE

y

JOSEPH BESCO

y

VALERIE BURD

y

PAUL JAMES

y

LARRY KOT

y

MARTY MUNNS

y

ROSE SPEARS

y

RICHARD STICKA

a

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 13th day of July, A.D. 2004.

  
MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this  
17th day of July, A.D. 20 04.

Attest: *[Signature]*  
Deputy CITY CLERK



Prepared by:  
Law Offices of Daniel J. Kramer  
1107A S. Bridge St.  
Yorkville, IL 60560  
630.553.9500

**ANNEXATION AGREEMENT BETWEEN THE  
UNITED CITY OF YORKVILLE, A MUNICIPAL CORPORATION,  
AND  
IRED BASELINE, L.L.C.,  
AN ILLINOIS LIMITED LIABILITY COMPANY**

Prepared by and return to:

H. Dan Bauer, Esq.  
The Inland Real Estate Group, Inc.  
2901 Butterfield Road  
Oak Brook, Illinois 60523

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**ANNEXATION AGREEMENT  
BETWEEN THE UNITED CITY OF YORKVILLE AND  
IRED BASELINE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY**

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this 13th day of July, 2003, between the UNITED CITY OF YORKVILLE, a municipal corporation, located in the County of Kendall, State of Illinois (hereinafter referred to as the "CITY"), and IRED BASELINE, L.L.C., an Illinois limited liability company (hereinafter referred to as the "OWNER").

**WITNESSETH**

WHEREAS, at the time of execution of this Agreement, OWNER is the sole owner of record of the real estate that is the subject matter of this Agreement. Such real estate is legally described in EXHIBIT "A" attached hereto and which by reference is incorporated herein; and

WHEREAS, the said real estate (herein referred to as the "TERRITORY") is comprised of approximately one hundred fifty (150) acres, more or less, and is shown on the Plat of Annexation attached hereto and incorporated herein as EXHIBIT "B"; and

WHEREAS, the OWNER shall develop the TERRITORY with uses or design generally consistent with all such criteria contained in this Agreement and the General Land Use Plan of Gary R. Weber & Associates dated February 18, 2004 (herein referred to as "Site Plan") attached hereto and incorporated herein as EXHIBIT "C"; and

WHEREAS, the TERRITORY is currently not contiguous with the existing corporate limits of the CITY and is not within the boundary of any other city; and

WHEREAS, the TERRITORY is located within the Bristol Kendall Township Fire

Protection District, the Bristol Township Road District, and after annexation, unless at the time that the TERRITORY becomes contiguous and is automatically annexed to the CITY the CITY has its own fire department that provides fire protection for the TERRITORY, will remain within the jurisdiction of the Bristol Kendall Fire Protection District and, upon annexation, will be served by the CITY'S public library; and

WHEREAS, the corporate authorities of the CITY, after due and careful consideration, have concluded that the annexation of the TERRITORY to the CITY upon the TERRITORY becoming contiguous to the corporate limits of the CITY would further the growth of the CITY, enable the CITY to control the development of the area and serve the best interests of the CITY; and

WHEREAS, pursuant to the provisions of Sections 5/11-15.1-1 et seq., of the Illinois Municipal Code, (Chapter 65, Illinois Compiled Statutes, 2002), a proposed Annexation Agreement was submitted to the corporate authorities of the CITY and a public hearing was held thereon before the Mayor and the City Council of the CITY pursuant to notice, as provided by the statutes of the State of Illinois; and

WHEREAS, the OWNER and the CITY have otherwise respectively complied with all applicable ordinances and laws of the State of Illinois regarding annexation, zoning and development of the TERRITORY, all pursuant to and upon such notices and related procedures as are required by the ordinances of the CITY and the laws of the State of Illinois.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. ANNEXATION.

A. This Agreement is made pursuant to and in accordance with the provisions of Sections 5/11-15.1-1 et seq., of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 2002) of the Illinois Compiled Statutes; that said State of Illinois statutory provisions provide for annexation agreements to be entered into between owners of record and municipalities; that all of the requirements of the Illinois Compiled Statutes ("Statutes") and specifically Sections 5/11-15.1-1 et seq., of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 2002), in regard to publication and notice have been met prior to the date fixed for the hearing on the proposed Agreement.

B. That OWNER has filed with the City Clerk of the CITY a proper Petition for Annexation and this Agreement is entered into after public hearing(s) before the applicable corporate authorities of the CITY, which hearings were held in accordance with the provisions of the Statutes.

C. The CITY agrees to enact an ordinance authorizing the execution of this Agreement by the OWNER and after enactment of such ordinance, the CITY shall execute this Agreement. Upon the TERRITORY becoming contiguous to the municipal limits of the CITY, the CITY shall enact ordinances necessary to annex the TERRITORY into the corporate limits of the CITY pursuant to the Petition for Annexation, subject to the terms of this Agreement. It is agreed that the CITY will promptly record the enacted annexation ordinance and any required plats with the Kendall County Recorder's Office and will file same with the Kendall County Clerk's Office.

D. If for any reason and at any time, the annexation of the TERRITORY to the CITY

is legally challenged by any person or entity by an action at law or in equity, the CITY shall: (i) cooperate with OWNER in the vigorous defense of such action through all proceedings, including any appeals; and (ii) take such other actions as may then or thereafter be possible pursuant to the Illinois Municipal Code to annex the TERRITORY and/or other properties to the CITY so that the annexation of the TERRITORY to the CITY can be sustained and/or effected.

2. **ZONING CLASSIFICATION AND AMENDMENT TO ZONING ORDINANCE.**

That contemporaneously with the annexation of said TERRITORY to the CITY, the corporate authorities shall adopt an ordinance or ordinances amending the provisions of the Zoning Ordinance of the CITY so as to provide that the Parcels of the TERRITORY be zoned and can be used for the purposes currently allowed in the following zoning classifications of the CITY'S Zoning Code:

- Parcel 1: Legally described on EXHIBIT "D" attached hereto and made a part hereof and containing approximately eighty eight and five hundred twenty three/thousandths (88.523) acres shall be zoned R-2 General Residence District ,
- Parcel 2: Legally described on EXHIBIT "E" attached hereto and made a part hereof and containing approximately thirty and five hundred twenty seven/thousandths (30.527) acres shall be zoned R-3 General Residence District,
- Parcel 3: Legally described on EXHIBIT "F" attached hereto and made a part hereof and containing approximately thirty-one and three hundred eighty eight/thousandths (31.388) acres shall be zoned B3 Service Business District.

OWNER shall be entitled to construct a minimum of one hundred eighty nine (189) single family detached residences on Parcel 1 and one hundred fifty three (153) attached single family town home units on Parcel 2, and, in its sole discretion, may reduce the number of units constructed.

The Preliminary Plan attached hereto as Exhibit "G " depicts for Parcels 1 and 2 the road right-of-ways, the open space, detention areas, setbacks from Route 47 and Baseline Road, utility easements and park areas. The CITY hereby approves the aforementioned Preliminary Plan and agrees to approve Preliminary Plats of subdivision and Final Engineering plans and Final Plats of Subdivision for Parcels 1 and 2 even beyond one (1) year from the date of this Agreement provided the respective final plats and engineering plans (which may be in phases) are in substantial conformance (on a Phase by Phase basis) with the Preliminary Plan hereby approved. It is agreed that the park donation required pursuant to Ordinance is a donation of 10.447 acres of land. OWNER shall contribute said 10.447 acres of land at the CITY's request at any time after the TERRITORY becomes contiguous in complete satisfaction any and all land/cash donations due pursuant to current and/or future CITY ordinances. The CITY further agrees that no park donation is or ever will be required for any Parcel with a non-residential zoning classification.

It is agreed that during the term of this Agreement, the current CITY Zoning Ordinances attached hereto as EXHIBIT "H" and the current CITY Subdivision Control Ordinances attached hereto as EXHIBIT "I" shall control the development of the TERRITORY and all portions, Phases and/or Parcels thereof and no modification or amendment thereto shall affect development of the TERRITORY without the OWNER'S written consent to such amendment or modification, which consent can be withheld in OWNER'S sole discretion; provided, however, life-safety provisions of building codes and inspection and hook-up fees which are charged on a non-discriminatory basis city-wide can be modified or amended from time to time and such modifications shall be applicable to the TERRITORY. Notwithstanding the provisions of the foregoing sentence, if at any time after

five (5) years from the date that this Agreement is executed by the CITY, the CITY modifies or changes its Subdivision Control Ordinances then from and after the fifth anniversary date of the date that this Agreement is executed by the CITY, the CITY'S Subdivision Control Ordinances as then in effect will apply to all portions of the TERRITORY for which neither a preliminary plat of subdivision nor a final plat of subdivision has been filed with CITY. In the event of a conflict between any applicable CITY ordinance, rule or regulation and the Preliminary Plan and engineering attached hereto as EXHIBIT "G" (or any final plats and final engineering in substantial conformance with such exhibits) or the terms of the Agreement, the terms of the Agreement and the aforesaid approved Preliminary Plan and engineering (and any final plats and final engineering in substantial conformance therewith) shall control and prevail.

3. **FUTURE FINAL PLATS AND FINAL ENGINEERING.**

The CITY recognizes the development of the TERRITORY may occur in stages or units (sometimes referred to herein as "Phases") over a period of time. Accordingly, the CITY grants permission to OWNER to stage the development over a period of twenty (20) years in length and to submit separate final plats and final engineering for approval for each Phase. The CITY shall act upon any final plat and final engineering submitted to it for approval within a reasonable time of its receipt of such final plat, final engineering and all necessary supporting documentation and information. The plat review and consideration by the CITY shall not exceed the limitations set out in 65 ILCS 5/11-12-8 (2002). The CITY shall not require engineering to be submitted for any Phase of the TERRITORY, that is not within the particular Final Plat for a Parcel, Phase or Unit being submitted for approval by OWNER; provided, however, the City can require engineering for sewer,

water, storm water lines and utilities that cross undeveloped Parcels and/or Phases.

4. **SECURITY.**

A. In satisfaction of any bonds or deposits required to guarantee construction or performance under applicable CITY ordinances or regulations, OWNER, at its election, may furnish to the CITY a subdivision bond as provided by the Statutes, an irrevocable letter of credit or other security acceptable to the CITY (such subdivision bond, irrevocable letter of credit or other security acceptable to the CITY, as elected by OWNER, is hereinafter referred to as "Security"), in a form approved by the CITY and issued by a sound and reputable banking, bonding or financial institution authorized to do business in the State of Illinois with the amount of Security to be posted pursuant to CITY Ordinance or as specified herein if provided otherwise.

B. Except as otherwise provided in this Agreement, it is understood that the Security shall apply only to those public improvements for which security is required by the CITY'S Subdivision Control Ordinance that is in effect at the time the CITY executes this Agreement. It is further agreed that a separate OWNER of any Parcel or Phase of the TERRITORY shall not be required to post Security for any improvement work to be performed on another OWNER'S Parcel or Phase of the TERRITORY.

C. The CITY agrees to review final plats of subdivision along with the accompanying engineering plans, and if the same are acceptable, the CITY shall execute the plat of subdivision when OWNER delivers the Security to the CITY, which can be within one (1) year from the date of said conditional approval. The CITY shall not require the posting of Security for the construction on the TERRITORY of private improvements (such as private storm water management facilities)

but if, for a given Phase of development within the TERRITORY, the CITY determines that such private improvements have not been adequately completed or properly constructed, the CITY shall have the right, with respect to such Phase of development, to withhold the issuance of building permits and certificates of occupancy until such improvements have been completed or until necessary corrections to such improvements have been made to the reasonable satisfaction of the CITY. Notwithstanding the foregoing, if the OWNER posts Security with the CITY in the amount of one hundred ten percent (110%) of the amount estimated by OWNER and approved by the CITY, to be needed to complete such private improvements or to effect such corrections, the CITY shall not withhold the issuance of such building permits or certificates of occupancy.

D. The Security shall constitute a guarantee that all the public improvements required in a Phase will be constructed by OWNER pursuant to this Agreement and the current applicable CITY ordinances, and shall be completed (except the final course of asphalt, public sidewalks and public parkway trees) within a period of time not to exceed two (2) years from the final plat approval for each Phase of the TERRITORY (any extension of time of the foregoing two (2) year period will be mutually agreed upon by OWNER and the CITY in writing), and that should OWNER fail or default in the completion of such obligation within the permitted time, then the CITY may use the Security to the extent necessary to complete or repair any and all of the improvements secured thereby.

E. OWNER shall be relieved of all continuing responsibility under a Security provided pursuant to this Section 4 once the CITY has accepted all public improvements required to be constructed with respect to a given Phase of the development of the TERRITORY, all warranty

work for such Phase, if any, has been performed by OWNER and approved by the CITY, and all warranties of OWNER hereunder have lapsed; provided, however, that upon completion of a major portion of the public improvements required with respect to a given Phase of the development of the TERRITORY, the Security shall be promptly reduced in an amount proportional to the work then completed, as determined by the CITY. Notwithstanding the foregoing, the CITY shall be entitled to retain a portion (not to exceed fifteen [15%] percent) of the Security posted for a Phase as security for the OWNER'S performance of any warranty work required hereunder for such Phase, and to use said portion of the security to perform such warranty work for such Phase in the event that the OWNER fails to do so as set out in the terms of the current CITY Ordinance so long as said Ordinance is generally applied to all property within the CITY. Upon the expiration of the OWNER'S one (1) year warranty obligation hereunder per Phase, the CITY shall promptly release any remaining retained amounts under the relevant Security for such Phase.

5. **POTABLE WATER SUPPLY, SANITARY SEWER, RECAPTURE, AND FUNDING MECHANISMS.**

A. The CITY represents but does not warrant to OWNER that the CITY'S potable water, fire flow and water storage facilities will have sufficient capacity to adequately serve the needs of the OWNER and occupants of the TERRITORY as developed pursuant to the terms of this Agreement.

B. With the respect to sanitary sewer treatment capacity, the CITY shall work with OWNER to acquire adequate sanitary sewer treatment capacity for uses within the TERRITORY as developed pursuant to this Agreement. Additionally, the CITY shall also assist OWNER in

providing adequate means of delivery of such sanitary sewer capacity to the TERRITORY, subject, however, to the requirements of the Yorkville Bristol Sanitary District which has jurisdiction or authority over such capacity. The CITY shall use its best efforts to obtain such governmental approvals and permits, but in the event that its best efforts are not successful, the CITY shall not be liable for any failure to provide adequate means of delivery of the sanitary sewer treatment capacity contemplated under this Subsection 5B arising from its inability to obtain such approvals and permits; and the CITY undertakes no duty to pay for the extension of sanitary sewer extensions to the TERRITORY.

C. If at the time OWNER proposes to develop any portion or Phase of the TERRITORY, either the Yorkville Bristol Sanitary District does not have sufficient capacity or facilities to handle the waste water treatment of that portion or Phase of the TERRITORY being developed or the CITY does not have adequate means of delivery of the aforementioned waste water to the treatment plant, it is agreed that the CITY shall: (i) not object to any plan proposed by OWNER to handle the waste water treatment requirements of that portion or Phase of the TERRITORY being developed, which plan may include, without limitation, a land application system or common septic to handle the aforementioned waste water treatment requirements; and/or (ii) support a Facilities Planning Area amendment to permit the Fox Metro Water Reclamation District to serve that portion or Phase of the TERRITORY then being developed or the balance of the TERRITORY that is not then presently served or can be served by the Yorkville Bristol Sanitary District. No individual septic systems shall be permitted in the residential portion of the subdivision.

D. The CITY represents and warrants to OWNER that there is no administrative,

include, without limitation, the enactment of ordinances to: (i) create a Special Tax Service Area, or (ii) to permit sales tax rebates, and (iii) authorize the issuance and sale of bonds so long as such bonds have no recourse to the CITY; as may be requested by OWNER consistent with CITY policy as established by City Resolution #2002-04, which is attached hereto and incorporated herein by reference. The CITY also agrees to support and cooperate (including the use of the CITY'S powers of condemnation and/or eminent domain) with the OWNER to obtain access to U.S. Route 47 and/or Baseline, with applicable government agencies.

G. A sanitary sewer interceptor ("Improvement") shall be installed, operational and available for use within the TERRITORY to a point adjacent and contiguous to the southern boundary of the TERRITORY not later than June 1, 2005. OWNER acknowledges and agrees to participate in the funding program for said Improvement and execute any and all documents and agreements to accomplish the same as described herein. OWNER shall deposit with CITY, an amount to be agreed upon between the parties, to secure funds required for the surveying, geotechnical, engineering, bidding, construction management work for the Improvements. The amount of said deposit shall be based upon the OWNER'S proportionate share of PE usage as evenly distributed in relation to the entire Rob Roy Interceptor Service Area. City shall issue "Revenue Bonds" by January 15, 2005 to obtain the funds needed to pay for material purchase and installation of the Improvements, which bonds shall be repaid with the YBSD Interceptor Participation Fee (IPF) and City of Yorkville Sanitary Sewer Connection Fees (Sanitary Sewer Fees).

judicial, or legislative action pending or being threatened that would result in a reduction of, or limitation upon, any party's right to use the sanitary sewer once the current on-going Yorkville-Bristol Sanitary District plant expansion is completed.

E. The CITY represents and warrants to OWNER that OWNER shall not become liable to the CITY or any other party for recapture upon the annexation and/or development of the TERRITORY for any existing sewer or water lines or storm water lines and /or storage facilities that may serve the TERRITORY; provided, however, subject to the terms of this Agreement, OWNER shall be responsible to pay sewer and water connection fees subject to the terms of this Agreement. Notwithstanding the foregoing, the method for financing water and sanitary sewer extensions to the TERRITORY has not been determined, nor is being waived by the CITY and OWNER shall not object to such financing provided such financing does not result in any cost or expense to OWNER, other than customary connection fees not otherwise prohibited by this Agreement and that are applicable on a city-wide basis.

F. The CITY agrees that if requested by OWNER, the CITY shall cooperate with OWNER in the establishment of a funding mechanism (including, without limitation, sales tax rebates or creation of a Special Service Area or other private funding mechanism) for the purpose of financing all public improvements [off site and on site] to the TERRITORY or any part or parts or Phase or Phases thereof then owned by the requesting OWNER, including, without limitation, potable water, fire flow and/or water storage facilities, roads, storm water facilities (i.e., storm water sewers, collection and conveyance improvements, detention ponds if they benefit off-site properties), sanitary sewer facilities and other off-site public improvements. Such cooperation will

6. **EASEMENTS AND APPROVALS.**

OWNER shall obtain all easements, governmental approvals and permissions necessary or convenient for the construction of the offsite improvements necessary for development on the TERRITORY and the CITY agrees that, at OWNER'S request, the CITY shall exercise its power of eminent domain and/or condemnation in order to acquire off-site easements. All reasonable costs related to or associated with condemnation of property as well as the cost of acquisition of the real property approved in advance by OWNER for easement purposes only, and not as to acquisition of fee title, shall be the responsibility of OWNER. The CITY shall not be obligated to incur any acquisition cost not approved by OWNER. OWNER shall convey to the CITY such reasonable on-site and off-site (which may require the use of the CITY of its condemnation or eminent domain powers) easements as may be necessary for the construction and existence of the public improvements required or contemplated under this Agreement. All easement agreements shall be prepared by the party responsible for obtaining the easement in question and approved by the CITY prior to execution by OWNER or the CITY, as appropriate.

7. **CONNECTION TO CITY SERVICES, FEES AND ABSENCE OF SPECIAL SERVICE AREA OR SPECIAL ASSESSMENT DISTRICT FOR THE TERRITORY.**

A. OWNER, subject to the terms of this Agreement, shall install within the Phase being developed the necessary sewer and water extension mains to serve those portions or Phases of the TERRITORY then being developed in conformity with the final engineering plans approved by the CITY'S engineering staff and/or the Yorkville Bristol Sanitary District, as applicable. OWNER shall be responsible for paying to the CITY tap-on/connection fees pursuant to CITY Ordinance, and

as amended from time to time; as is generally applicable throughout the CITY; provided, however, if the OWNER is using a land application system and/or common septic system to handle the sanitary sewer needs of the Phase, no tap-on/connection fees will be due or payable to the CITY unless and until there is a connection for that Phase to CITY sewer lines or pipes.

B. The parties hereto agree that any water and sewer connection (which shall not be applicable if the OWNER is using a land application or common septic system that is not connected to CITY sewer lines or mains) fees due under the CITY'S ordinances as well as any other fees or charges incident to the connection to or use of CITY sewer and water mains shall be paid when building permits are issued for each individual building constructed on the TERRITORY except that said tap-on fees for model homes shall be paid at the time the actual connection is made for such model homes. If OWNER contributes to the construction of new water facilities or contributes to the construction of the expansion of existing water facilities that serve any portion or Phases of the TERRITORY and/or other property, the CITY agrees to waive any and all water connection fees applicable to the portion or Phase of the TERRITORY (or all thereof) served by the water facilities up to the amount (which will include interest at a reasonable rate as is determined by the CITY at the time of the request, accrued from the date such construction was completed) contributed by OWNER towards construction of the new water facilities or construction of the expansion of existing water facilities. Notwithstanding any other term or provision in this Agreement to the contrary, the foregoing waiver of connection fees shall only inure to the benefit of the OWNER that contributes to the aforesaid construction unless such OWNER specifically assigns its rights thereto

in a written assignment and notifies the City of such assignment (which may be a partial assignment).

C. To the extent that any fees charged by the CITY or other governmental agency by reason of this Agreement or City Ordinance, are not frozen by the specific terms contained in this Agreement, such fees may be prepaid as follows:

If the CITY increases any fees that are not prohibited from being increased by the terms of this Agreement and are applicable to the Territory, the CITY will provide OWNER with notice thereof and OWNER will be permitted the right to prepay the fees as they existed prior to such increase at any time within thirty (30) days after receipt of the notice of the increase of the fees from the CITY. OWNER's right to prepay will apply to all fees or only certain fees applicable to the TERRITORY as selected by OWNER and prepayment of a particular fee will prevent the increase in such fee from being applicable to that portion of the TERRITORY for which such fee was prepaid. For fees charged on a per residential unit basis, OWNER may estimate the number of residential units and pay such fees based on such estimated number of units or may prepay for only a certain number (determined by OWNER) of units. Once the calculation is made, no refund of any portion of any prepayment made will be allowed.

D. The CITY represents and warrants to OWNER that no part of the TERRITORY is currently subject to nor is there pending any request to subject any part of the TERRITORY to any special service area or special assessment district that will result in any special taxes or assessments for any portion of the TERRITORY; other than charges to existing drainage districts of record; if any.

8. **PUBLIC, ONSITE AND OFFSITE IMPROVEMENTS.**

A. The CITY, once it has had the opportunity to: (i) inspect and fully confirm that the public improvements required to be constructed under this Agreement comply with CITY approved plans, specifications and current ordinances; and (ii) approve all such public improvements, all in accordance with Subsection 8B below, shall accept their dedication subject to OWNER's warranty, as described herein, and shall thereafter, at the CITY's sole cost and expense, operate, maintain, repair, and replace all such public improvements located therein. OWNER warrants that all public improvements required to be constructed by them hereunder shall be free from defects in workmanship or materials for a period of one (1) year after acceptance thereof by the CITY, ordinary maintenance, wear and tear and damage by others excepted.

B. Within thirty (30) calendar days after: (i) receipt of notice from OWNER that certain of the public improvements and facilities within a Phase of the TERRITORY under development have been completed, and (ii) delivery to the CITY of all required documentation, the CITY shall inspect said improvements and indicate, in writing, either its approval or disapproval of the same. If such improvements are not approved, the reasons therefor shall, within said thirty (30) calendar day period, be set forth in a written notice delivered to OWNER. Said reasons shall relate to defects in labor and materials and the clearing of manholes and catch basins only and not to items in the nature of general and ordinary maintenance or changes in standards. Upon OWNER's corrections of the items set forth in said notice, the CITY, at OWNER's request, shall re-inspect the improvements to be corrected and either approve or disapprove said improvements in writing within ten (10) working days (subject to reasonable delays caused by Acts of God or force majeure) of

receipt of OWNER's notice requesting said re-inspection. As public improvements are partially completed and paid for by OWNER, the Security deposited by OWNER with the CITY shall, if requested by OWNER, be proportionately reduced or released on an individual improvement-by-improvement basis.

C. OWNER shall be allowed to construct the required off site and onsite improvements simultaneously with the issuance of building permits for individual lots and/or buildings, but it is understood that building permits may not be issued unless OWNER has provided adequate road access (i.e., binder course of paved roads) to the lots for emergency vehicles and has provided sufficient water supplies for fire fighting purposes. All offsite and onsite improvements (except final lift of bituminous asphalt surface on roads and except sidewalks and/or landscaping if weather, labor strikes, plant closings or any other condition or circumstance beyond OWNER'S control prevents installation of such sidewalks and/or landscaping), serving any said lot or building shall be installed by OWNER and approved by the CITY, however, before an occupancy permit is issued for said lot or building, and the balance of the required onsite subdivision improvements not required to serve said lot or building may be constructed in phases after issuance of the aforesaid occupancy permit, as the development on each Phase progresses.

D. All completed public improvements constructed on, or in connection with the development of, the TERRITORY or any Parcel or Phase thereof following their inspection and approval by the CITY shall be conveyed by a bill of sale to, and accepted by, the CITY on an improvement-by-improvement basis within thirty (30) days of receipt of written request for acceptance submitted to the CITY by the OWNER. The CITY'S acceptance of any conveyance of

a public improvement shall not be unreasonably withheld or delayed and shall be on a Phase or development-by-development basis (i.e., acceptance of public improvements in a particular Phase or unit of development of the TERRITORY shall not be contingent upon acceptance of public improvements in another Phase or unit of development, provided the public improvements being accepted can function and perform their intended purpose independent of the public improvements in another Phase or unit of development, or if dependent on the public improvements in another Phase or unit of development, the public improvements on such other Phase or unit of development have been accepted by the CITY).

E. The CITY shall issue permits to OWNER to authorize the commencement of construction of utility improvements on the TERRITORY or any Parcel or Phase thereof prior to: (i) approval of a final plat of subdivision; (ii) prior to construction of the CITY utility improvements provided: (1) such construction is undertaken at the risk of the party seeking to undertake such work; (2) approved engineering plans for such improvements have been approved by the CITY that are sufficient in detail for the CITY to determine the nature and scope of the improvements being constructed; (3) the preliminary subdivision plat for the Phase upon which the improvements are being constructed has been approved by the CITY; (4) the IEPA and the sanitary district that will serve the TERRITORY, as and if applicable, have issued permits for the construction of sanitary sewer and water lines for the Phase on which the improvements are being constructed. The CITY agrees to process IEPA sewer and water permit applications separate and apart from the review of final engineering plans so that the IEPA will be in a position to issue such permits prior to CITY approval of final engineering plans; and (5) the construction complies with the CITY'S then existing

soil erosion ordinances. OWNER shall indemnify the CITY against any claims, actions or losses the CITY may suffer, sustain or incur because another governmental agency takes action against the CITY after OWNER undertakes development activities pursuant to the provisions of this Subsection 8C.

9. **SIGNAGE.**

The CITY agrees that during the term of this Agreement OWNER shall be entitled to display two (2) doublefaced signs along Route 47 and two (2) doublefaced signs along Baseline Road. Each face of each sign may equal, but shall not exceed, one hundred twenty (120) square feet. It is agreed that any sign located anywhere on the TERRITORY at any time during the term of this Agreement that serves as an information, direction and/or advertisement sign for any Phase, Parcel or part of the TERRITORY shall not be deemed offsite signage even if such sign is located on a portion of the TERRITORY other than the portion described or referred to in the sign. The CITY agrees that neither the terms and provisions of the CITY'S current sign ordinance nor any amendment thereto shall be allowed to restrict OWNER'S display of the foregoing described signs.

10. **ELECTRIC, GAS, TELEPHONES AND CABLE TV.**

The installation of the necessary and appropriate onsite electric, natural gas, cable, television, and telephone services to the TERRITORY shall be pursuant to the requirements of such utility companies or pursuant to the agreement of the CITY with such entities. The CITY agrees to cooperate with OWNER to permit the extension of all such utilities along existing public right-of-ways and/or CITY owned property and otherwise allow the extension of all necessary utilities to the TERRITORY or any Parcel or Phase thereof. Upon OWNER's written request, the CITY will

exercise its powers of eminent domain, at OWNER's expense, to obtain any necessary easements across privately owned property in order to permit road construction and/or the connection of water, sewer, storm sewer and utility lines to the existing or any extended terminus of such lines in order to permit the TERRITORY or any Parcel or Phase thereof to be served by such facilities.

11. **INGRESS AND EGRESS.**

The CITY will cooperate with OWNER in obtaining all necessary governmental approvals including, without limitation, the approval of the Kendall County Department of Highways and/or the Illinois Department of Transportation ("IDOT") for right-of-way connections to the TERRITORY or any Parcel or Phase thereof. Subject to the terms of the Agreement, OWNER shall dedicate to the CITY all necessary onsite right-of-ways, and construct all onsite public right-of-way improvements for the TERRITORY and all roadways as shown on the Site Plan. CITY and OWNER acknowledge that access to Parcel 3, the B3 zoned property, is essential to development of the TERRITORY and the CITY agrees, at the request of OWNER to use the CITY'S power of eminent domain to acquire access to Illinois Route 47 as shown on the Preliminary Plan. Owner agrees to reimburse the CITY the cost and expenses incurred by the CITY if the CITY is requested and so uses its powers of eminent domain to acquire access to the TERRITORY to Illinois Route 47. Further, the CITY agrees that if the property located between the TERRITORY and Illinois Route 47 is ever annexed to the CITY, the CITY shall require from the owners thereof donation of access points in favor of the TERRITORY at locations reasonably acceptable to the OWNER.

12. **ANNEXATION, SCHOOL/PARK LAND/CASH FEES, LIBRARY DEVELOPMENT FEES, RECAPTURE AGREEMENTS AND ROAD FUND.**

A. OWNER shall contribute to the Yorkville Community Unit School District 115 cash in accordance with the applicable CITY ordinances in effect at the date of recording each residential Final Plat as OWNER'S land/cash contribution requirements for the Yorkville Community Unit School District 115 and no land donation will be made to the Yorkville Community Unit School District 115. No land-cash fees shall be charged as to areas of the TERRITORY zoned B-3 pursuant to this Agreement.

B. (i) Upon issuance of each residential dwelling unit building permit (whether single family, attached or detached) a school transition fee ("School Transition Fee") in the amount of \$3,000.00 per individual dwelling unit shall be paid to Yorkville School District as a voluntary payment pursuant to this Agreement so long as said fee is generally applicable to all residential developments within the CITY as are approved by the CITY from the date of execution of this Agreement and forward, and provided such fee is not prohibited by any court order or statute. No portion of the TERRITORY shall be the subject of any increase in the School Transition Fee.

(ii) CITY development fees shall be paid as per current CITY Ordinance provided such fees are applicable to all development in the CITY. OWNER shall receive a credit against any development fees for all monies paid or advanced to the CITY for FPA expansion and interceptor sewer fees, charges, cost or expenses.

C. The CITY acknowledges that except as specifically set forth in this Agreement, no annexation fees or any other impact fees, transition fees, land/cash donations, contributions, capital

development donations or exactions of any kind are required in connection with the annexation and/or development of the TERRITORY or any Parcel or Phase thereof. Further, the CITY is not aware of recapture agreements between the CITY and any party that affect the TERRITORY.

D. OWNER shall provide a contribution of land and cash-in-lieu of land to the CITY for park purposes (“**Park Contribution**”). The total land area required for contribution for park purposes pursuant to applicable ordinances of the CITY, as depicted on the Preliminary Plan is 10.447 acres. OWNER shall cause fee title to not less than 5.420 acres of land (the Park Parcel) at the site depicted on the Preliminary Plan to be conveyed to the CITY, in partial satisfaction of the Park Contribution. The balance of any Park Contribution shall be paid by a cash contribution not to exceed \$369,484.50 in accordance with CITY ordinances at the time that building permits are issued by the CITY for residential units, and in the amount attributable to number of residential units for which said building permits are then issued. The Park Site shall be maintained by the OWNER until such time as it is conveyed to the CITY. The Park site shall be conveyed to the City within 18 months of City Council approval of the final subdivision plat containing said park parcel or upon demand by the CITY. Prior to conveyance of each park parcel, OWNER shall, at it expense, grade, seed and prepare the park parcel in conformity with the Final Engineering and Park Development Standards in such manner and at such time as required by applicable ordinances of the CITY. The OWNER and the CITY agree that the OWNER shall provide land for a trail head for the trail system with the size and location of such land to be in general conformance with the trail head shown on the Site Plan and as reasonably determined at the time of the first final plat for the B-3 zoned property.

E. CITY shall be entitled to collect at the time each building permit is issued for a residential unit to be built in the TERRITORY, a road improvement fee of \$2,000.00 ("RI Fee") which the CITY shall use for perimeter ( of the TERRITORY) roadway improvements ; provided, however, the \$2,000.00 fee shall be reduced by the amount expended by OWNER for roadway improvements to Baseline Road and/or U.S. Route 47. The term "roadway improvements" shall include, without limitation, all costs and expenses to engineer and install roads, shoulders, curbs, gutters, sidewalks, intersection improvements, traffic signals and signs as well as land acquisition costs. OWNER shall periodically notify CITY in writing of the total costs and expenses for roadway improvements expended to date. In the event OWNER has paid RI Fees and the total costs and expenses for the roadway improvements exceeds all or any portion of the RI Fees paid to date, the CITY shall refund to the party that paid same the amount by which the costs and expenses exceed the RI Fees paid to date up to a maximum reimbursement of the total RI Fees paid.

13. **PROFESSIONAL FEES.**

OWNER shall promptly pay all outside (excludes employees of the CITY) professional fees (without markup by the CITY) incurred by the CITY through the date the TERRITORY is annexed to the CITY that were incurred in the preparation and administration of this Agreement, including professional fees for engineering and legal services, upon receipt of an invoice therefor from the CITY. All such fees shall be billed at fair and reasonable rates.

14. **CITY ORDINANCES AND CODES.**

The CITY and OWNER acknowledge and agree that, except as otherwise specifically stated in this Agreement (including, without limitation Section 2 hereof), all CITY ordinances, codes,

regulations and resolutions, as amended from time to time, shall apply to the development of the TERRITORY as contemplated under this Agreement.

Notwithstanding any of the terms or provisions in this Agreement, however, no change, modification or enactment of any ordinance, code or regulation shall be applied during the term of this Agreement without OWNER'S consent so as to: (i) affect the zoning classification of the TERRITORY or any Parcel or Phase thereof, (ii) affect the CITY'S Bulk Regulations, including, but not limited to, setback, yard, height, FAR and frontage requirements, (iii) affect the uses permitted under the Zoning Ordinances of the CITY specified in Section 2 of this Agreement, (iv) interpret any CITY ordinance in a way so as to prevent OWNER or its assigns from developing the TERRITORY or any Parcel or Phase thereof in accordance with this Agreement and the exhibits attached hereto. Except as modified by the previous sentence and the provisions of Section 2 hereof or other terms and provisions of this Agreement, OWNER shall comply in all respects with the conditions and requirements of all ordinances of the CITY applicable to the TERRITORY and all property similarly situated and zoned within the CITY as such ordinances may exist from time to time subsequent to the date of this Agreement, provided, however, notwithstanding any other provision of this Agreement, including the provisions of Section 2 hereof, if there are ordinances, resolutions, regulations, or codes or changes thereto which are less restrictive in their application to similarly situated and zoned lands, then OWNER, at its election, shall be entitled to application of such less restrictive ordinances, regulations and/or codes to the TERRITORY and any Parcel or Phase thereof.

OWNER and all developers of the TERRITORY or any Parcel or Phase thereof shall be entitled to take advantage immediately of any subsequently adopted amendment(s) to the CITY'S ordinances, regulations, resolutions and/or codes that establish provisions that are less restrictive than the provisions of the CITY'S current codes in effect as of the effective date of this Agreement as long as such less restrictive provisions do not frustrate the purpose of this Agreement or the intent of the parties relative to the development of the TERRITORY or any Parcel or Phase thereof.

In the event of any conflict between the provisions of this Agreement and the exhibits thereto, and the ordinances, codes, regulations and resolutions of the CITY, the provisions of this Agreement and the exhibits hereto shall control over the provisions of any ordinances, codes, regulations and resolutions of the CITY.

15. **BUILDING PERMITS AND RELATED INSPECTIONS.**

A. The CITY shall act upon each application for a building permit for which OWNER, or its duly authorized representative, shall apply, within fifteen (15) business days of the date of application therefor or within fifteen (15) business days of receipt of the last of the documents and information required to support such application, whichever is later, provided the applicable improvements for which the building permit applies will be constructed and installed in accordance with the approved final plat and approved final engineering for the development of the Phase of the TERRITORY. If the application is disapproved, the CITY shall provide the applicant with a statement in writing specifying the reasons for denial of the application including a specification of

the requirements of law that the applicant and supporting documents fail to meet. The CITY agrees to issue such building permits upon the compliance with those legal and documentary requirements so specified by the CITY.

B. Subject to any other necessary governmental regulatory approval, the CITY shall permit OWNER, and its duly authorized representative, to install temporary waste water holding tanks and temporary water facilities to serve sales offices or similar temporary structures, and model buildings constructed on the TERRITORY or any Parcel or Phase thereof, provided that each such temporary tank and temporary water facility shall be removed and disconnected and said structures shall be connected to the sewer or other permitted waste disposal systems, and water mains, at OWNER' sole cost, at such time as sewer and water systems become available.

C. No permit fees, plan review fees or inspection fees shall be imposed by the CITY unless the same are lawful and being collected by the CITY from owners, users and developers of similarly situated and zoned property within the CITY limits as of the date of the imposition of such fees.

16. **RECAPTURE AND BENEFITTED PROPERTIES.**

If: (a) sewer and/or water lines installed in any Phase of the TERRITORY by OWNER are sized to a capacity to serve properties other than OWNER'S; (b) the construction and installation of any water and/or sewer connections and extensions will benefit any property lying outside the applicable Phase of the TERRITORY; (c) in order to improve the TERRITORY or any portion thereof, OWNER is required to expend funds to construct or enlarge the wastewater facilities, water facilities and/or storm water facilities (i.e., storm water sewers, collection and conveyance

improvements, and detention ponds) which facilities will benefit any property lying outside of the applicable Phase and which is not owned by OWNER installing same, (the foregoing (a), (b) and (c) are hereinafter collectively referred to in this Section 16 as "capacity"); or (d) any of the road improvements will benefit any property lying outside of the Phase of TERRITORY in which the road improvements are installed; the costs and expenses of any capacity above and beyond the capacity needed by OWNER and the cost and expense of the road improvements relative to that portion of the road improvements that will benefit the other property lying outside the Phase in which the road improvements are installed shall be subject to recapture if connection thereto is made by any other party. The CITY agrees, pursuant to Chapter 65, Sections 5/9-5-1 of Illinois Compiled Statutes (2002), and the terms and provisions of a boundary agreement between Kane County, Illinois and the CITY if such provisions are applicable, to execute a recapture agreement contract with OWNER by which the CITY agrees to reimburse OWNER from amounts collected from benefitted property owners for that portion of the cost of such capacity and/or road improvements which will benefit other properties and to hold hearings on such contract as are required by statute. The recapture agreement shall provide for reimbursement from such other parties connecting to such capacity and/or benefitting from such road improvements on a prorata basis. Each person using such capacity and/or benefitting from such road improvements shall pay to OWNER the cost for that portion used and/or that will benefit such other owners together with interest at a reasonable rate as determined at the time a recapture agreement is sought on such portion with such interest to accrue commencing on the date of acceptance by the applicable governmental authority of such capacity and/or road improvements and continuing until OWNER has been repaid for such portion. Any

recapture agreement shall include customary provisions for the repayment to OWNER of all costs and expenses, including, without limitation, administration fees and approved reasonable interest rate thereon of constructing and installing such capacity and/or road improvements. The CITY agrees to hold all public hearings necessary to bind the other parties using the capacity and/or benefitting from the road improvements to the recapture agreement benefitting OWNER. Both the area benefitted by the capacity and/or road improvements and the amount of said benefit for each property shall be determined by the CITY. Such recapture agreement contract shall be for a term of twenty (20) years and shall also provide that the CITY shall collect such costs of the capacity used by other owners and/or the costs of road improvements, together with all costs, expenses, interest and administrative fees charged to the owner of such property outside the Phase or portion of the TERRITORY (which may include the entire TERRITORY) upon which the capacity or road improvements have been installed upon the first to occur of the time of platting, development or issuance of a building permit for such owners' properties or the connection to and use of the said capacity and/or road improvements by the respective properties of each owner. The CITY agrees not to issue building permits to a benefitted owner of property until such property's recapture amount and interest have been paid in full. The CITY shall have no liability under the recapture agreement contract except for amounts collected from benefitted property owners or if the CITY issues building permits without obtaining collected funds from such property owners for their recapture amounts due under the recapture agreement contract.

17. **CERTIFICATES OF OCCUPANCY AND MODELS.**

A. The CITY shall not be obligated to issue a certificate of occupancy for any building constructed within the TERRITORY until the entire building for which a certificate of occupancy is being sought is connected to and capable of being served by sanitary sewers (which may include connection to sewer facilities described in Section 5 C of this Agreement), storm sewers, water mains, public streets, natural gas lines, and electric utilities, and is in conformance with the CITY'S Building Codes. The CITY shall issue certificates of occupancy for buildings and dwelling units constructed on the TERRITORY or any Parcel or Phase thereof within ten (10) working days after proper application therefor or within ten (10) working days after the receipt of the last of the documents or information required to support such application, whichever is later. If the application is disapproved, the CITY shall provide the applicant within five (5) working days after receipt of the application and all documentation or information required to support such application, with a statement in writing of the reasons for denial of the application including specification of the requirements of law which the application and supporting documents fail to meet. The CITY agrees to issue such certificates of occupancy upon the applicant's compliance with those requirements of law so specified by the CITY. The CITY, at its expense, shall retain the services of such consultants and/or hire such employees as may be necessary to ensure that the CITY is able to fulfill its obligations under this Subsection 17A. The foregoing, however, shall not negate the obligation of OWNER to pay all fees otherwise payable for services rendered in connection with the issuance of certificates of occupancy under applicable CITY ordinances.

Notwithstanding the foregoing, certificates of occupancy shall be issued by the CITY for

buildings and dwelling units whose driveway and/or sidewalk paving and grading improvements have not been completely finished due to adverse weather conditions subject to the following understandings: (i) if a certificate of occupancy is issued for such a building or dwelling unit and a party fails to complete the driveway and/or sidewalk paving or grading improvements for such building or dwelling unit as soon as weather permits but in any event by the following summer, the CITY shall have the right to withhold the issuance of further building permits to such party until such exterior work has been completed; (ii) with respect to the last Phase of development on the TERRITORY, for any building or dwelling unit for which a certificate of occupancy has been issued with incomplete exterior conditions, adequate security, which may be by a bulk surety in the form of a letter of credit or surety bond, shall be posted with the CITY to ensure the completion of such work; and (iii) the CITY is hereby granted rights of access to the applicable Phase of the TERRITORY so that, if necessary, the CITY can complete such work. Notwithstanding the foregoing, if the provisions of (i) above apply but if the party that failed to complete the drive way and or side walk paving or grading improvements posts Security with the CITY in the amount of one hundred ten percent (110%) of the amount estimated by OWNER and approved by the CITY to be needed to complete such improvements or to effect such corrections, the CITY shall not withhold the issuance of such building permits or certificates of occupancy. Under no circumstances shall the failure of Commonwealth Edison or another utility company to have installed street lights within a given Phase of development on the TERRITORY constitute a basis for the CITY denying the issuance of building permits or a certificate of occupancy for buildings and dwelling units constructed or to be constructed within such Phase of the TERRITORY.

B. The CITY agrees to allow OWNER to construct and use a model unit for each type of housing product being constructed in the particular development Phase after a final plat of subdivision for a Phase has been approved and recorded for all or any portion of the TERRITORY. OWNER and each builder or developer to whom OWNER sells a portion of the TERRITORY shall be permitted to apply for and shall receive one (1) temporary certificate of occupancy for each different type or design of model building which they may respectively construct within the TERRITORY, provided, however, that no such temporary certificate of occupancy shall be issued unless the model building at issue otherwise complies with the CITY'S building codes and related codes, and, in the reasonable opinion of the CITY building department, is suitable for nonresidential occupancy. The CITY agrees to permit in the model home area temporary fencing, lighting, signage, parking lots and promotional structures. Each developer shall submit to the CITY for its approval plans and specifications for the model homes that the developer seeks to construct within a model home site. The CITY shall review and approve or disapprove, by written notice, those plans and specifications within thirty (30) days of their submission. Failure to provide such notice shall be conclusively deemed approval of such plans and specifications. Once those plans and specifications have been approved by the CITY, the CITY shall issue building permits for the construction of such model homes. Said model dwelling homes need not be connected to sewer (which includes a land application or common septic system) and water until they are occupied as residences, as long as temporary sanitary facilities (i.e., septic fields or holding tanks) are made available at the builders' cost, to serve said model dwelling units. If the model homes otherwise comply with the building codes and requirements existing as of the time such homes are constructed

(which codes and requirements may be current codes and requirements as specified in this Agreement), any more restrictive changes in such codes enacted prior to the time a request for issuance of final certificates of occupancy is submitted to the CITY shall not be applicable to such model homes. Before model homes are occupied as residences, they shall be connected to sewer and water facilities and all other utility services offered to homes in the Phase of development of the TERRITORY that contains such model homes. The CITY also agrees to allow OWNER to construct and use a temporary sales office and a construction trailer per development Phase. The temporary sales trailer shall be removed at such time as the model units being served by said temporary sales office are available for residential use. The aforesaid temporary use permits shall be issued upon the CITY'S approval of each final plat of subdivision for each Phase of Parcel 1.

18. **DISPLAY PURPOSES.**

The CITY agrees to allow OWNER to open for display purposes the model units prior to connection to sanitary sewer and water subject to OWNER obtaining approval of the CITY for temporary water and sanitary sewer services or alternate means of satisfying said lack of available utilities at the model home area being developed.

19. **TEMPORARY PARKING.**

The CITY agrees to allow OWNER to construct temporary parking facilities (with binder course asphalt) or other appurtenances to the model units and sales office prior to recording a final plat of subdivision for that Phase of the TERRITORY upon which the model units and sales offices are to be located subject to the approval of the CITY and compliance with the CITY'S building codes.

20. **FEMA LETTERS OF MAP REVISION.**

The CITY shall cooperate with OWNER in securing conditional and final letters of map revision from the Federal Emergency Management Agency so that the limits of floodplain existing on the TERRITORY, if any, are accurately delineated. The CITY acknowledges and agrees that the issuance of such letters shall not be a condition precedent to the commencement of grading, construction or development activities on the TERRITORY and OWNER shall have the right to proceed with such activities, at their risk, prior to the issuance of such letters provided: (i) no work is undertaken in the regulatory floodway; (ii) the party seeking to undertake such work first establishes, to the satisfaction of the CITY, the boundaries of the floodplain on the portion of the TERRITORY upon which said work is to be undertaken; (iii) the party undertaking such work provides one hundred fifty percent (150%) compensatory storage for any portion of the floodplain it fills; (iv) no dwelling unit lot situated in the floodplain that is awaiting issuance of a letter of map revision is conveyed to any third party purchaser until such letter of map revision is issued by FEMA; and (v) the party seeking to undertake the work issues a hold harmless indemnification letter to the CITY in a format acceptable to the CITY. If FEMA or another governmental agency other than the City or its divisions issues a stop work order on a portion of the TERRITORY that is awaiting issuance of a letter of map revision, the CITY shall not be deemed in default under the provisions of this Agreement and the party seeking to undertake work on such portion of the TERRITORY shall stop such work until such stop work order is rescinded or declared invalid. Such party shall not be required to stop work on portions of the TERRITORY that are not within the floodplain, notwithstanding the issuance of such stop work order.

OWNER acknowledges and agrees to participate in the funding of the Rob Roy Creek Flood Study. OWNER shall pay within sixty (60) of receipt of an invoice from the CITY OWNER'S proportionate share of the study calculated by dividing the total costs and expenses of the study by the total acreage included within the study and multiplying that quotient by the acreage of the TERRITORY.

21. **TRANSFER.**

It is specifically understood and agreed that OWNER and its successors and assigns shall have the right to sell, transfer, mortgage and assign all or any part of the TERRITORY or any Phase or Parcel and the improvements thereon to other persons, trusts, partnerships, firms, or corporations for ownership, operation, investment, building, financing, developing, construction and all such purposes, and that said persons, trusts, partnerships, firms or corporations shall be entitled to the same rights and privileges and shall have the same obligations as OWNER has under this Agreement, and upon such transfer, such obligations relating to that part of the TERRITORY sold, transferred, mortgaged or assigned shall be the sole obligation of the transferee, except for any security posted by OWNER on any subdivided or unimproved property for which an acceptable substitute security has not been submitted to the CITY, and transferor shall be relieved of all duties and obligations hereunder relating to that portion of the TERRITORY, Phase or Parcel so sold, transferred or assigned. Without limiting the foregoing provisions of this Section 21, the indemnity, defense and hold harmless provisions of Subsections 8E and Section 20 shall be the obligation of the specific owner and/or owners of that portion of the TERRITORY upon which such work and/or utility installation is occurring.

22. **CITY ASSISTANCE.**

The CITY agrees to cooperate and provide any reasonable assistance requested by OWNER in applying for and obtaining any and all approvals or permits necessary for the development of the TERRITORY, including, but not limited to those required from the Illinois Environmental Protection Agency, the Army Corps of Engineers, the Federal Emergency Management Agency, IDOT, the Illinois Department of Natural Resources, Bristol Township, the Yorkville Park Board and Yorkville Community Unit School District 115. The CITY further agrees to reasonably cooperate with OWNER in obtaining all permits and approvals required by the applicable sanitary district, the County of Kendall and all other governmental units in connection with the contemplated development of the TERRITORY or any Phase thereof.

23. **GOVERNING LAW; ENFORCEMENT; REMEDIES.**

A. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Agreement. Enforcement shall be by an appropriate action or actions to secure the specific performance of this Agreement, or to secure any and all other remedies available at law or in equity in connection with the covenants, agreements, conditions, and obligations contained herein.

B. In the event of a material breach of this Agreement, the parties agree that the defaulting party shall have thirty (30) days after notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein; provided, however: (i) any breach by OWNER reasonably determined by the CITY to involve health or safety issues may be the subject of immediate action by the CITY without notice or thirty (30) day delay; and (ii) if the

cure for any breach that does not involve health or safety issues cannot reasonably be achieved within thirty (30) days, the cure period shall be extended provided the breaching party commences the cure of such breach within the original thirty (30) day period and diligently pursues such cure to completion thereafter.

C. In the event the performance of any covenant to be performed hereunder by either OWNER or the CITY is delayed for causes which are beyond the reasonable control of the party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; strikes; material shortages; lockouts; the revocation, suspension, or inability to secure any necessary governmental permit, other than a CITY license or permit; and any similar case), the time for such performance shall be extended by the amount of time of such delay.

D. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

#### 24. **INTEGRATION AND AMENDMENT.**

A. This Agreement supersedes all prior agreements and negotiations between the parties and sets forth all promises, inducements, agreements, conditions, and understandings between and among the parties relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, expressed or implied, between or among them, other than as are herein set forth.

B. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them or their successor in interest or their assigns.

25. **SUCCESSORS AND ASSIGNS.**

This Agreement shall inure to the benefit of, and be valid and binding upon, OWNER and the CITY, their respective successors and assigns, and all builders and developers of any portion, Phase or Parcel of the TERRITORY, and is further intended to be binding upon and inure to the benefit of each successive lot owner of the various lots of record created by the approval and recording of final plats. It is agreed that the term "OWNER" shall be deemed to include any successor or assign of the current OWNER and any subsequent OWNER.

26. **SEVERABILITY.**

Should any provision of this Agreement, or application thereof to any party or circumstance, be held invalid and such invalidity does not affect other provisions or applications of this Agreement which can be given effect without the invalid application or provision, then all remaining provisions shall remain in full force and effect.

27. **TIME.**

Time is of the essence of this Agreement, the terms hereof and all documents, agreements and contracts pursuant hereto.

28. **TERM OF AGREEMENT.**

This Agreement shall be valid and binding for a period of twenty (20) years from passage by City Council.

29. **NOTICE.**

All notices, elections, and other communications between the parties hereto shall be in writing and shall be mailed or delivered personally or by overnight courier or messenger service (i.e., Federal Express, UPS, etc.) or by facsimile transmission to the parties at the following addresses, or at such other address as the parties may, by notice, designate:

If to the CITY:  
Anton Graff  
City Administrator  
City of Yorkville  
800 Game Farm Rd.  
Yorkville, Illinois 60560  
Fax No. (630) 553-7575

With a copy to:  
Daniel J. Kramer, Esquire  
1107A South Bridge Street  
Yorkville, Ill. 60560  
Fax No. (630) 553-5764

If to OWNER:  
IRED Baseline, L.L.C., an Illinois limited liability company  
Attn: Matthew Fiascone  
2901 Butterfield Road  
Oak Brook, Illinois 60523  
Fax No. (630) 954-5673

With a copy to:  
H. Dan Bauer Esquire  
Vice President and Senior Counsel  
The Inland Real Estate Group, Inc.  
2901 Butterfield Road  
Oak Brook, Illinois 60523  
Fax No. (630) 218-4900

Notices shall be deemed received on the day of delivery if personally delivered, the day after deposit with an overnight courier or messenger service and on the day of facsimile transmission provided such transmission is completed by 5:00 p.m. and if not completed by 5:00 p.m., then such notice will be deemed received on the next succeeding business day. Notice to a party's attorney will be deemed notice to such party and notice from a party's attorney will be deemed notice from such party.

30. **CURRENT USES AND APPLICATION OF CITY TAXES.**

It is understood and agreed between the parties hereto that the TERRITORY and each Phase and Parcel may continue to be used and occupied (without any change or alteration) for the current uses of the existing OWNER of the TERRITORY and/or as are permitted in the zoning classifications set forth in Section 2 hereof. All current uses of the TERRITORY that are not permitted under the zoning classifications specified in Section 2 hereof shall be considered legal, nonconforming uses. It is further agreed by the CITY that the CITY will rebate the CITY portion of real estate taxes to the TERRITORY until the first to occur of the approval of a Final Plat of subdivision for the TERRITORY or any Parcel or Phase thereof or five (5) years after the date the annexation ordinance for the TERRITORY is recorded with the Kendall County Recorder's Office.

31. **SUBSEQUENT AMENDMENTS.**

It is understood and agreed that all subsequent amendments of this Agreement, plats of subdivision/PUD or any development of the TERRITORY may be obtained for all or any Phase of the TERRITORY without affecting the rights, duties or obligations of the parties hereunder or their assigns as to the balance of the TERRITORY not included in the aforescribed actions. Any

subsequent zoning, building, development or platting requests may be processed by the CITY without requiring an amendment of this Agreement or the consent or signature of any other OWNER hereunder or any transferee of OWNER of any portion or Phase of the TERRITORY not included in the aforescribed actions.

32. **COVENANTS RUNNING WITH THE LAND.**

The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land during the term of this Agreement and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, including the CITY, its corporate authorities and their successors in office, and is enforceable by order of court pursuant to its provisions and the applicable Statutes of the State of Illinois.

33. **FUTURE APPROVALS AND COOPERATION.**

To the extent that OWNER requires future approvals from the CITY or its staff in connection with the development of the TERRITORY or any Phase or Parcel thereof, the CITY shall not unreasonably withhold or delay such approval, nor require a public hearing in connection therewith, except as may be specifically required by applicable Illinois law or CITY current ordinances. OWNER and the CITY shall cooperate with one another on an ongoing basis and make every reasonable effort (including, with respect to the CITY, the calling of special meetings, the holding of additional public hearings and the adoption of such ordinances as may be necessary) to further the implementation of the provisions of this Agreement and the intention of the parties as reflected by the provisions of this Agreement. The foregoing obligation on the part of the CITY shall extend to assisting OWNER in the procurement of offsite easements and rights of access for purposes of

constructing the necessary utility and roadway improvements and such assistance shall include the CITY'S exercise of its power of eminent domain.

34. **POSTANNEXATION CITY ACTIONS.**

Following the annexation of the TERRITORY to the CITY and its zoning as set forth herein, the Corporate Authorities shall: (i) record with the Kendall County Recorder's Office and file with the Kendall County Clerk's Office the annexation plat and ordinance, record with the Kendall County Recorder's Office the zoning ordinances enacted by the CITY for the TERRITORY, if required by State Statute, and shall give notice of such annexation to the applicable election authorities and to the post office branches serving the TERRITORY, as required by Section 7/11 (7/1.1) of the Illinois Municipal Code, as amended; (ii) use its best efforts to establish in conjunction with the U.S. Postal Service a Yorkville mailing address for all portions of the TERRITORY or otherwise take all actions to insure that all future owners and occupants of dwelling units constructed on the TERRITORY have a Yorkville mailing address; and (iii) within one (1) year of the effective date of this Agreement, amend and update its Comprehensive Plan to reflect the zoning, use and development of the TERRITORY as contemplated by the provisions of this Agreement.

35. **CURRENT.**

The term "current" shall refer to those codes and ordinances in existence as of date that this Agreement is executed by the CITY. The CITY agrees to execute this Agreement within fifteen (15) business days after the CITY Council votes to accept the terms and provisions of this Agreement.

36. **TERMINATION OF AGREEMENT DUE TO FAILURE OF CONTIGUITY.**

If the TERRITORY does not become contiguous to the CITY within five (5) years from the date of this AGREEMENT, the OWNER shall be entitled to terminate the terms and provisions of this AGREEMENT by notifying CITY in writing of such termination and unless the TERRITORY becomes contiguous to the municipal limits of the CITY within 30 days after receipt of such notice by the CITY, this AGREEMENT shall become null and void and of no further force and effect relative to the TERRITORY.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above named.

UNITED CITY OF YORKVILLE,  
a municipal corporation

By: *Arthur Horvath*  
Its: Mayor

Attest: *Elizabeth P. Fiana*  
By: *Elizabeth P. Fiana*  
Its: City Clerk



IREN BASELINE, L.L.C, an Illinois  
limited liability company

By: IREN Development Ventures, Inc., an  
Illinois corporation  
By: *Matthew G. Fiascone*  
Its: President

BASELINE PARTNERS, L.L.C., an Illinois  
limited liability company

By: *Michael D. Firsell*  
Michael D. Firsell  
Its: Manager

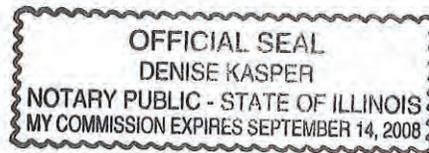
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF KENDALL )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arthur F. Prochaska, Jr. and Elizabeth A. D'Amico, personally known to me to be Mayor and CITY CLERK, respectively, of the CITY OF YORKVILLE and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and City Clerk of said City, appeared before me this day in person and acknowledged that they signed and delivered the said instrument pursuant to the authority given by the President of said City as their free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposed therein set forth.

GIVEN under my hand and notarial seal this 30 day of December, 2004.

Denise Kasper  
Notary Public

My commission expires: 9/14/08



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that MATTHEW G. FIASCONE, personally known to me to be the President of IRED DEVELOPMENT VENTURES, INC., an Illinois corporation, sole member of IRED BASELINE, L.L.C., an Illinois limited liability company ("LLC"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President, he signed and delivered the said instrument, pursuant to the authority given by the board of directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation as sole member of the LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of August, 2004.

Mary L. Rammien  
Notary Public

My commission expires: 10/03/05



STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that MICHAEL D. FIRSEL, personally known to me to be the Manager of BASELINE PARTNERS, L.L.C., an Illinois limited liability company ("LLC"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to the authority given by the provisions of the Illinois Limited Liability Company Act as stated in the Operating Agreement of the LLC, as his free and voluntary act, and as the free and voluntary act and deed of said LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25<sup>th</sup> day of August, 2004.

Mary L. Rammien  
Notary Public

My commission expires: 10/03/05



Annexation Agreement  
IRED Baseline, LLC  
(Bailey Meadows)

List of Exhibits:

- A. Legal Description
- B. Plat of Annexation Mylar
- C. Site Plan
- D. Legal Description of Parcel 1 to be Zoned R-2 General Residence District
- E. Legal Description of Parcel 2 to be Zoned R-3 General Residence District
- F. Legal Description of Parcel 3 to be Zoned B-3 Service Business District
- G. Preliminary Plan and Preliminary Landscape Plan
- H. United City of Yorkville Zoning Ordinance
- I. United City of Yorkville Subdivision Control Ordinance
- J. United City of Yorkville Park Development Standards
- K. Letter from School District #115 regarding School Land/Cash Donation

**EXHIBIT "A"**

**Legal Description**

EXHIBIT "A"

OVERALL PARCEL DESCRIPTION:

LEGAL DESCRIPTION PARCEL 1:

Lot 2 of the Northeast Quarter of Section 5, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat of the government survey of said Section 5, (EXCEPT that part described as follows: Beginning at the Southeast corner of said Lot 2; thence West 40 chains to the Southwest corner of said Lot; thence North 38-1/2 links to the south bank of a ditch; thence South 89 degrees 30 minutes East, 40 chains to the Point of Beginning AND EXCEPTING THEREFROM that part of the Northeast Quarter of Section 5, Township 37 North, Range 7 East of the Third Principal Meridian, described as follows: Beginning at a point on the north line of said Northeast Quarter, 1961.60 feet east of the Northwest corner of said Northeast Quarter; thence East along said north line, 667.0 feet; thence South at right angles to said north line, 396.0 feet; thence West at right angles to the last described course, 667.0 feet; thence North at right angles to the last described course, 396.0 feet to the Point of Beginning), in the Township of Bristol, Kendall County, Illinois.

LEGAL DESCRIPTION PARCEL 2:

That part of Lot 2 of the Northwest Quarter of Section 4, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat of the government survey of said Section 4, described as follows:

Beginning at the Northwest corner of said section; thence South on the section line, 26.80 chains; thence East parallel with the north line of said section, 14.30 chains; thence in a northeasterly direction to a point in the north line of said section, 20.67 chains east of the point of beginning; thence West along the section line to the Point of Beginning, in the Township of Bristol, Kendall County, Illinois.

ALSO:

That part of Baseline Road Lying North of and Adjoining said Parcels 1 and 2 not heretofore Annexed to the United City of Yorkville, Kendall and Kane County Illinois.

PREPARED BY: SPACECO, Inc.  
PREPARED: May 21, 2004

**EXHIBIT "B"**

**Plat of Annexation**

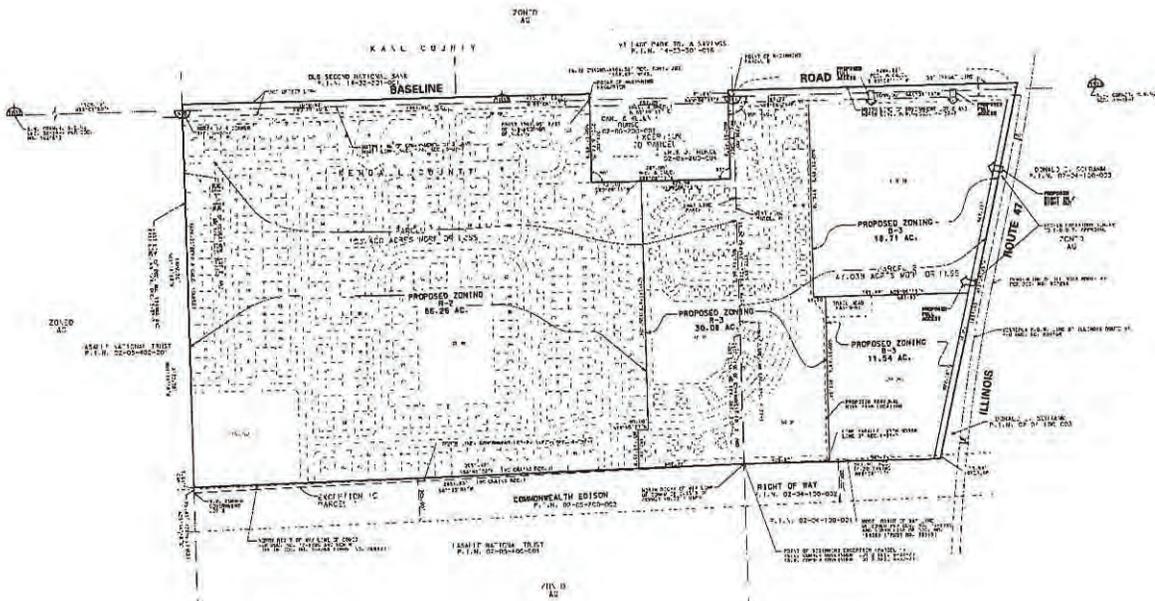
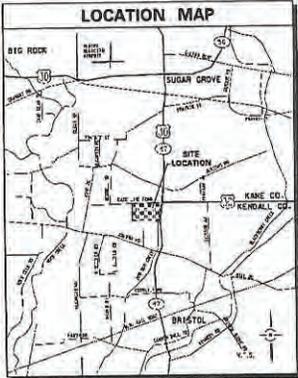
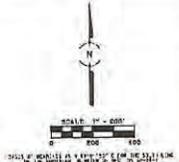


**EXHIBIT "C"**

**Site Plan**

# PRELIMINARY PLAT OF SUBDIVISION OF BAILEY MEADOWS

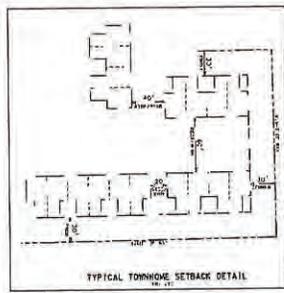
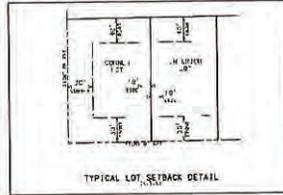
BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTERS OF SECTIONS 4 AND 5, TOWNSHIP 37 NORTH,  
RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL COUNTY, ILLINOIS.



**GENERAL NOTES:**

1. THIS PRELIMINARY PLAT OF SUBDIVISION IS PREPARED BY THE ENGINEER FROM A COPY OF THE PRELIMINARY PLAT OF SUBDIVISION OF THE BAILEY MEADOWS SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTERS OF SECTIONS 4 AND 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL COUNTY, ILLINOIS, FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF KENDALL COUNTY, ILLINOIS, ON 02-28-10-022.
2. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS AS SHOWN ON THE PRELIMINARY PLAT OF SUBDIVISION OF THE BAILEY MEADOWS SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTERS OF SECTIONS 4 AND 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL COUNTY, ILLINOIS, FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF KENDALL COUNTY, ILLINOIS, ON 02-28-10-022.
3. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS AS SHOWN ON THE PRELIMINARY PLAT OF SUBDIVISION OF THE BAILEY MEADOWS SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTERS OF SECTIONS 4 AND 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL COUNTY, ILLINOIS, FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF KENDALL COUNTY, ILLINOIS, ON 02-28-10-022.
4. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS AS SHOWN ON THE PRELIMINARY PLAT OF SUBDIVISION OF THE BAILEY MEADOWS SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTERS OF SECTIONS 4 AND 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL COUNTY, ILLINOIS, FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF KENDALL COUNTY, ILLINOIS, ON 02-28-10-022.

PRELIMINARY SITE DATA			
LAND USE	UNITS	ACRES	% LAND USE
<b>RESIDENTIAL SITE AREA</b>			
DETACHED HOMES (10' x 30' S.F./AC.)	133	86.34 AC.	77.33%
ATTACHED TOWNHOMES (10' x 30' S.F./AC.)	133	30.09 AC.	
MINIMUM LOT SIZE		10,000 S.F.	
MAXIMUM LOT SIZE		13,212 S.F.	
<b>COMMERCIAL SITE AREA</b>			
COMPENSATORY STORAGE		11.54 AC.	12.44%
BASELINE ROAD DEDICATION		3.49 AC.	2.58%
<b>TOTAL</b>	<b>342</b>	<b>150.428 AC.</b>	<b>100%</b>



046.73/0211/0211: JARED BASELINE, LLC  
610 MID-AMERICA INVESTMENT DEVELOPMENT  
2 MID-AMERICA PLAZA, 3RD FLOOR  
CHAM BROSOK TERRACE ILLINOIS 62181  
(630) 954-7348 FAX: (630) 954-7308

**PRELIMINARY PLAT OF SUBDIVISION  
OF  
BAILEY MEADOWS**

**FOR REVIEW  
PURPOSES ONLY**

12/28/2010 12/28/2010 09:17:26		JARED BASELINE, LLC 1215 W. Third Street, Suite 200 Yorkville, IL 62458 Phone: (618) 494-1200 Fax: (618) 494-1201	12/28/2010 12/28/2010 09:17:26
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Exhibit C

**EXHIBIT "D"**

**Parcel 1 to be zoned R-2**

EXHIBIT "D"

**AREA TO BE ZONED R-2:**

That part of Lot 2 of the Northeast Quarter of Section 5, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat of the government survey of said Section 5, lying west of the following described line:

Commencing at the Southeast corner of said Lot 2; thence on an assumed bearing of South 87 degrees 33 minutes 01 seconds West along the south line of said lot, 505.35 feet to a line being 2146 feet east of and parallel with the west line of said Lot 2 for the point of beginning; thence North 01 degrees 14 minutes 18 seconds West along the last described line, 192.22 feet; thence North 88 degrees 45 minutes 43 seconds East, 50.00 feet to a line being 2196 feet east of and parallel with the west line of said Lot 2; thence North 01 degrees 14 minutes 18 seconds West along the last described line, 1201.04 feet to a line being 396 feet south of and parallel with the north line of said Lot 2; thence South 89 degrees 08 minutes 11 seconds West along the last described line, 237.02 feet; thence North 00 degrees 51 minutes 49 seconds West along a perpendicular line to said north line, 396.00 feet to a point on said north line being 1961.60 feet east of the northwest corner of said Lot 2, and thereby terminating (except that part falling within the following described parcel: Beginning at the Southeast corner of said Lot 2; thence South 87 degrees 33 minutes 01 seconds West, 2651.83 feet to the Southwest corner of said Lot 2; thence North 01 degrees 14 minutes 18 seconds West along said west line, 38.5 links (25.41 feet) to the south bank of a ditch; thence North 88 degrees 05 minutes 57 seconds East, 2651.42 to the point of beginning), in Kendall County, Illinois.

**EXHIBIT "E"**

**Parcel 2 to be zoned R-3**

EXHIBIT "E"

**AREA TO BE ZONED R-3**

That part of Lot 2 of the Northeast Quarter of Section 5, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat of the government survey of said Section 5, together with that part of Lot 2 of the Northwest Quarter of Section 4, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat of the government survey of said Section 4, described as follows:

Beginning at the Southeast corner of said Lot 2 of the Northeast Quarter of Section 5; thence on an assumed bearing of South 87 degrees 33 minutes 01 seconds West along the south line of said Lot, 505.35 feet to a line being 2146 feet east of and parallel with the west line of said Lot 2 of the Northeast Quarter of Section 5; thence North 01 degrees 14 minutes 18 seconds West along the last described line, 192.22 feet; thence North 88 degrees 45 minutes 43 seconds East, 50.00 feet to a line being 2196 feet east of and parallel with said west line; thence North 01 degrees 14 minutes 18 seconds West along the last described line, 1201.04 feet to a line being 396 feet south of and parallel with the north line of said Lot 2 of the Northeast Quarter of Section 5; thence North 89 degrees 08 minutes 11 seconds East along the last described line, 429.98 feet; thence North 00 degrees 51 minutes 49 seconds West along a perpendicular line to said north line, 396.00 feet to a point on said north line being 2628.60 feet east of the northwest corner of said Lot 2 of the Northeast Quarter of Section 5, thence North 89 degrees 08 minutes 11 seconds East along the last described line, 21.84 feet to the northwest corner of said Lot 2 of the Northwest Quarter of Section 4; thence continuing North 89 degrees 08 minutes 11 seconds along the north line of said Lot 2 of the Northwest Quarter of Section 4, a distance of 364.22 feet; thence South 00 degrees 51 minutes 49 seconds East, 973.70 feet to a point on a line being parallel with the last described north line; thence North 89 degrees 08 minutes 11 seconds East along the last described line, 57.50 feet; thence South 00 degrees 51 minutes 49 seconds East, 801.86 feet to a point on a line being parallel with the last described north line and passing through the point of beginning; thence South 89 degrees 08 minutes 11 seconds West along last described line 409.27 feet to the point of beginning (except that part falling within the following described parcel: Beginning at the Southeast corner of said Lot 2 of the Northeast Quarter of Section 5; thence South 87 degrees 33 minutes 01 seconds West, 2651.83 feet to the Southwest corner of said Lot 2; thence North 01 degrees 14 minutes 18 seconds West along said west line, 38.5 links (25.41 feet) to the south bank of a ditch; thence North 88 degrees 05 minutes 57 seconds East, 2651.42 to the point of beginning, in Kendall County, Illinois.

**EXHIBIT "F"**

**Parcel 3 to be zoned B-3**

EXHIBIT "F"

**AREA TO BE ZONED B-3**

That part of Lot 2 of the Northwest Quarter of Section 4, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat of the government survey of said Section 5, described as follows:

Commencing at the Southwest corner of said Lot 2; thence on an assumed bearing of North 89 degrees 08 minutes 11 seconds East along a parallel line with the north line of said Lot 2, a distance of 409.27 feet to the point of beginning; thence continuing North 89 degrees 08 minutes 11 seconds East along said parallel line, 534.53 feet to a point being 14.30 chains (943.80 feet) east of said southwest corner, as measured along said parallel line; thence North 12 degrees 04 minutes 35 seconds East, 1821.83 feet to a point on the north line of said Lot 2, 20.67 chains (1364.22 feet) east of the northwest corner of said Lot 2; thence South 89 degrees 08 minutes 11 seconds West along the last described line, 1000.00 feet to a point on a line being perpendicular to the last described north line; thence South 00 degrees 51 minutes 49 seconds East, 973.70 feet; thence North 89 degrees 08 minutes 11 seconds east perpendicular to last described line 57.50 feet; thence South 00 degrees 51 minutes 49 seconds perpendicular to last described line, 801.86 feet to the point of beginning, in Kendall County, Illinois.

N:\Projects\3571\CADD\SURVEY\Legals\Zoning.lgl.052104.doc

Revised May 21, 2004

**EXHIBIT "G"**

**Preliminary Plan**

**PRELIMINARY PLAT OF SUBDIVISION  
OF  
BAILEY MEADOWS**  
BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTERS OF SECTIONS 4 AND 5, TOWNSHIP 37 NORTH,  
RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL COUNTY, ILLINOIS.

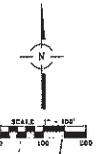
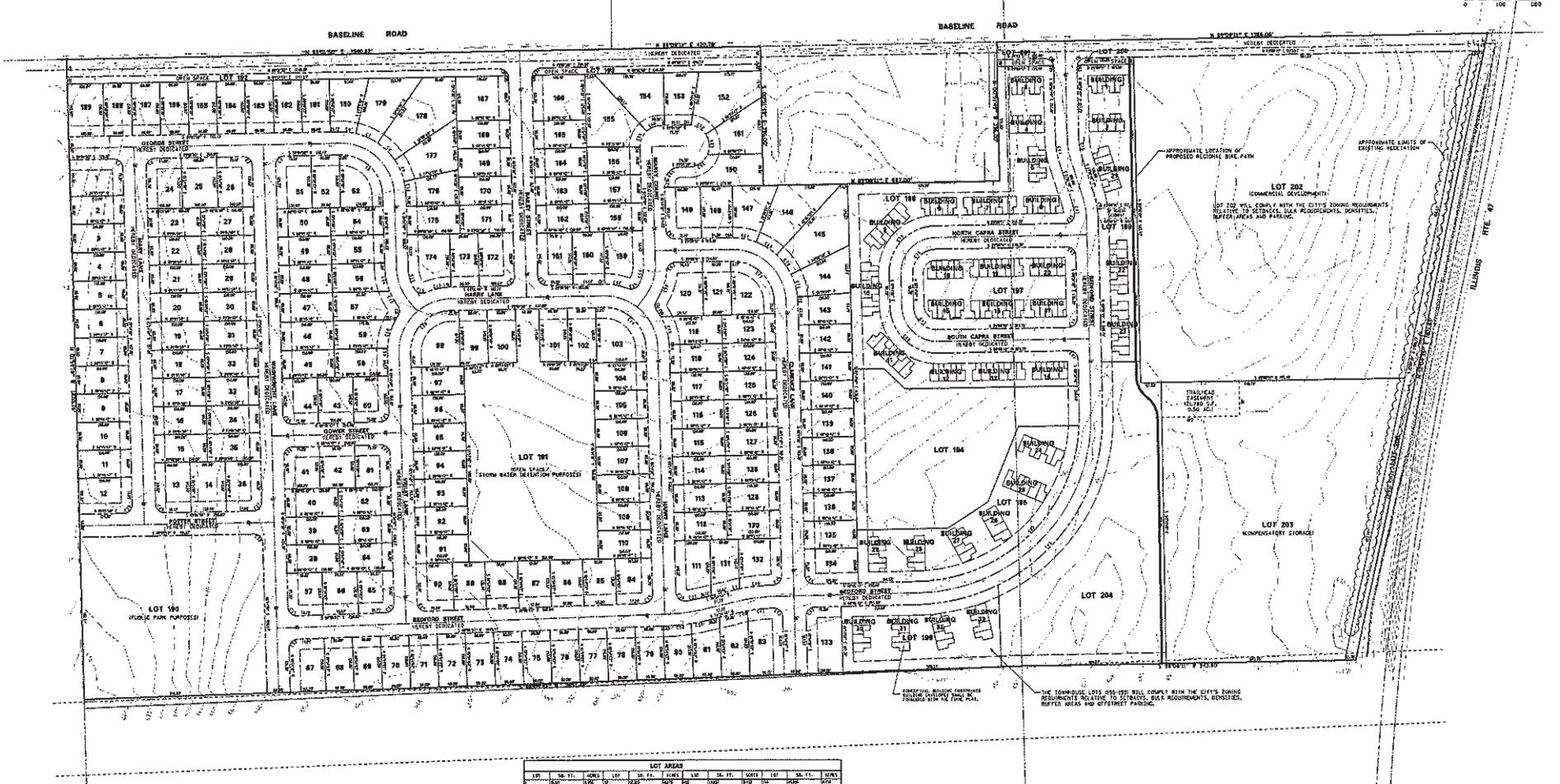


EXHIBIT G



**COUNTY TABLE**

SECTION	QUARTER	ACRES									
1	1	160.00	1	1	160.00	1	1	160.00	1	1	160.00
1	2	160.00	1	2	160.00	1	2	160.00	1	2	160.00
1	3	160.00	1	3	160.00	1	3	160.00	1	3	160.00
1	4	160.00	1	4	160.00	1	4	160.00	1	4	160.00
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2	3	160.00	2	3	160.00	2	3	160.00	2	3	160.00
2	4	160.00	2	4	160.00	2	4	160.00	2	4	160.00
3	1	160.00	3	1	160.00	3	1	160.00	3	1	160.00
3	2	160.00	3	2	160.00	3	2	160.00	3	2	160.00
3	3	160.00	3	3	160.00	3	3	160.00	3	3	160.00
3	4	160.00	3	4	160.00	3	4	160.00	3	4	160.00
4	1	160.00	4	1	160.00	4	1	160.00	4	1	160.00
4	2	160.00	4	2	160.00	4	2	160.00	4	2	160.00
4	3	160.00	4	3	160.00	4	3	160.00	4	3	160.00
4	4	160.00	4	4	160.00	4	4	160.00	4	4	160.00

**LOT AREAS**

LOT	NO.	AREA									
1	1	160.00	1	1	160.00	1	1	160.00	1	1	160.00
1	2	160.00	1	2	160.00	1	2	160.00	1	2	160.00
1	3	160.00	1	3	160.00	1	3	160.00	1	3	160.00
1	4	160.00	1	4	160.00	1	4	160.00	1	4	160.00
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3	3	160.00	3	3	160.00	3	3	160.00	3	3	160.00
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4	2	160.00	4	2	160.00	4	2	160.00	4	2	160.00
4	3	160.00	4	3	160.00	4	3	160.00	4	3	160.00
4	4	160.00	4	4	160.00	4	4	160.00	4	4	160.00



LOT DETAIL NO. 12  
THE TOWNSHIP LOT 125-126 WILL COMPLY WITH THE CITY'S ZONING REQUIREMENTS RELATIVE TO DISTANCE, BUFFER NEAR AND OFF-STREET PARKING.

**FOR REVIEW  
PURPOSES ONLY**

**PRELIMINARY PLAT OF SUBDIVISION  
OF  
BAILEY MEADOWS**

PREPARED BY ENGINEER DATE: 07/24/02		CONSULTING ENGINEERS DAVID S. SMITH & ASSOCIATES, INC. 875 N. Wacker Drive, Suite 700 Chicago, Illinois 60604 PHONE: (312) 464-4600 FAX: (312) 464-4631	DATE: 07/24/02 JOB NO: 0211 DRAWING NO: 0172704 SHEET: 2 OF 2
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Exhibit G

**MID-AMERICA**  
 INVESTMENT & DEVELOPMENT COMPANY  
 Two Mid-America Plaza Third Floor  
 Oakbrook Terrace, IL 60181  
 (630) 554-7300 FAX: (630) 554-7305  
 www.midamericagrp.com

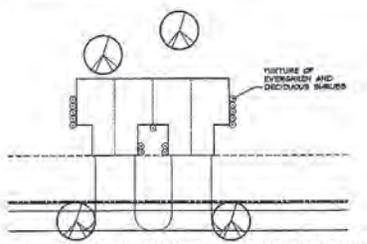
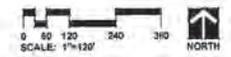
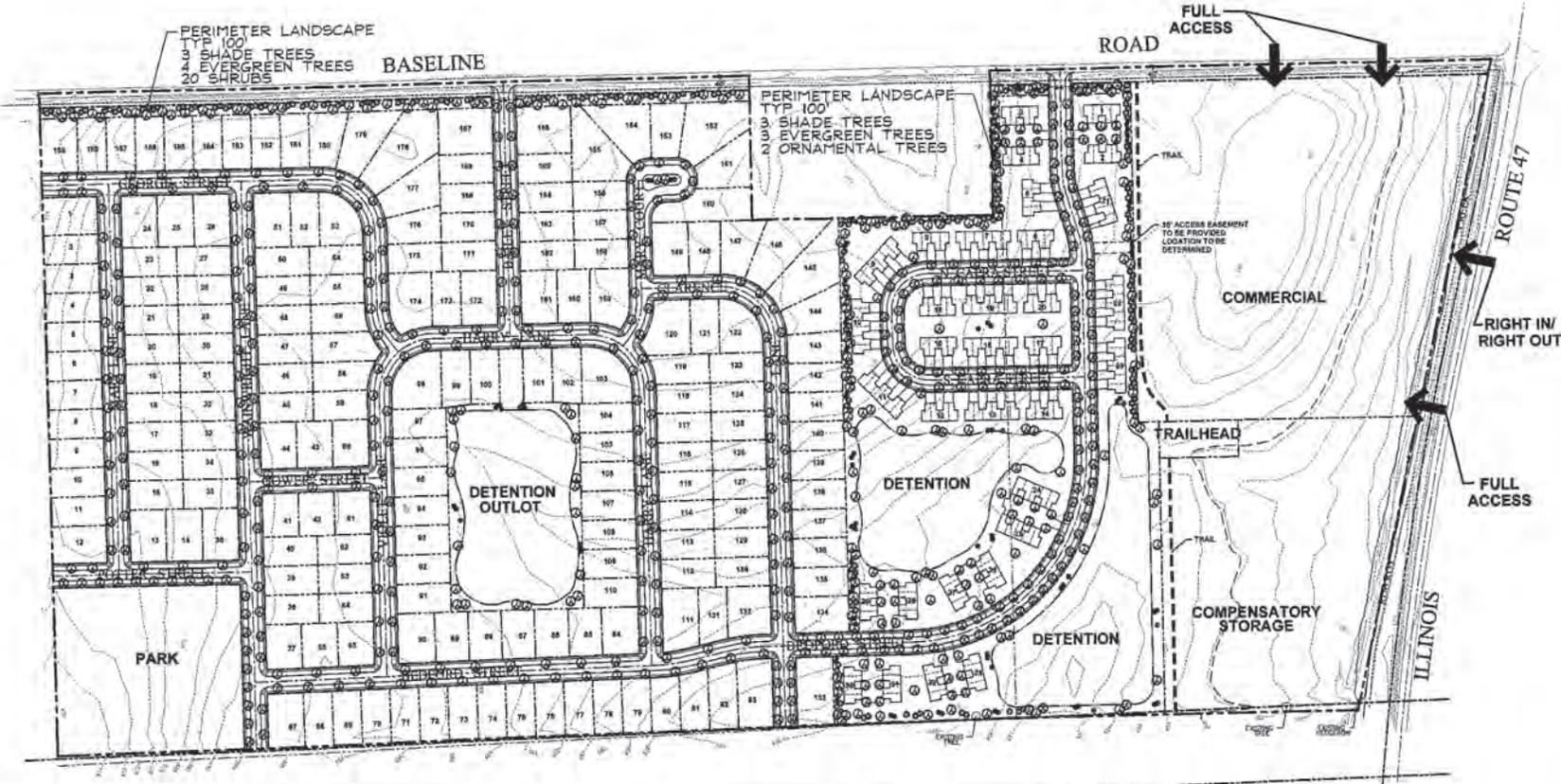
**CRWA**  
**GARY R. WEBER ASSOCIATES, INC.**  
 LANDSCAPE ARCHITECTS  
 124 KILDEE MANOR STREET  
 WHEATON, ILLINOIS 60187  
 TELEPHONE: (630) 815-7622  
 FACSIMILE: (630) 815-7627

SPACED, INC.  
 807 WEST HOOVER ROAD  
 AUBURN, ILLINOIS 62409

**INLAND**

REAL ESTATE DEVELOPMENT COMPANY  
 200 BUTTERFIELD ROAD  
 OVERBROOK, ILLINOIS 62453

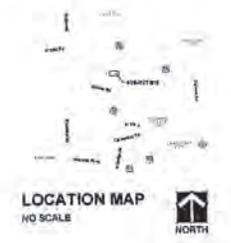
**BAILEY MEADOWS**  
 YORKVILLE, ILLINOIS  
**PRELIMINARY LANDSCAPE PLAN**



**TYPICAL TOWNHOME PLANTING PLAN**  
 SCALE: 1"=30'

**REPRESENTATIVE PLANT LIST**

Botanical/Common Name	Fl. Size	Color	Botanical/Common Name	Fl. Size	Color
Evergreen Trees	12" - 14"	Green	Evergreen Trees	12" - 14"	Green
Shade Trees	12" - 14"	Green	Shade Trees	12" - 14"	Green
Perennial Flowers	12" - 14"	White	Perennial Flowers	12" - 14"	White
Annual Flowers	12" - 14"	White	Annual Flowers	12" - 14"	White
Shrubs	12" - 14"	Green	Shrubs	12" - 14"	Green
Grasses	12" - 14"	Green	Grasses	12" - 14"	Green
Ornamental Grasses	12" - 14"	Green	Ornamental Grasses	12" - 14"	Green
Groundcovers	12" - 14"	Green	Groundcovers	12" - 14"	Green



**LOCATION MAP**  
 NO SCALE

DATE: 10/20/00  
 PROJECT: 000001  
 SHEET: 010  
 SHEET: 020



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #7

Tracking Number

EDC 2023-45

### Agenda Item Summary Memo

**Title:** PZC 2023-16 – Kendall County Petition 23-30 (6145 Whitetail Ridge Drive)

**Meeting and Date:** Economic Development Committee – October 3, 2023

**Synopsis:** 1.5-Mile Review of a proposed plat of vacation.

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Krysti J. Barksdale-Noble Community Development  
Name Department

#### Agenda Item Notes:

See attached memo.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Memorandum

To: Economic Development Committee  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: September 25, 2023  
Subject: **PZC 2023-30 – 6145 Whitetail Ridge Drive (Whitetail Ridge)**  
1.5 Mile Review (Plat of Vacation)

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## **SUMMARY:**

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioners, Michael R. and Darla J. Cappellett, are requesting approval of a Plat of Vacation to vacate the public easements between two (2) parcels (Lots 65 and 66) within the Whitetail Ridge subdivision. The purpose of the request is to construct an addition to the existing single detached home in an area of an existing easement. The real property is located at 6145 Whitetail Ridge Drive which is generally located at the north of the East Schoolhouse Road (IL Route 126) between Grove Road and Hopkins Road in unincorporated Kendall County.

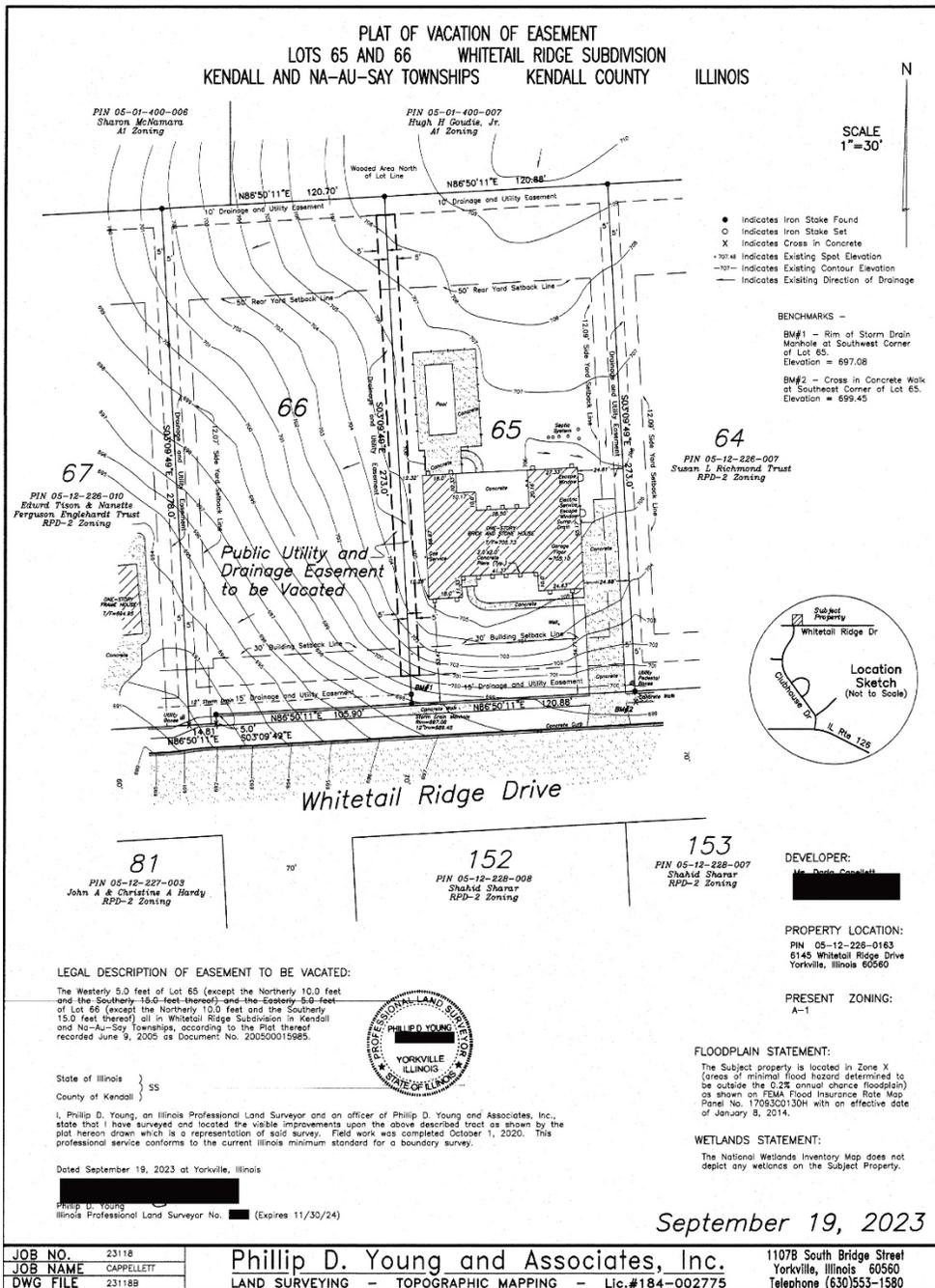
## **PROPERTY BACKGROUND:**

The property is located at 6145 Whitetail Ridge Drive in unincorporate Kendall County. The approximately 1.5-acre property, original platted as two (2) separate parcels each totaling ~33,000 sq. ft., was consolidated into a single parcel in 2020. Currently, the property is improved with a one-story approximately 4,300 square foot home and in-ground pool on Lot 65. While the parcel is not immediately adjacent to incorporated Yorkville, it is approximately 1.5 miles to the east of the Prestwick of Ashley Pointe subdivision.



## **REQUEST SUMMARY:**

The petitioners are proposing to vacate the existing combined ten (10) foot drainage and utility easements between Lots 65 and 66 within the Whitetail Ridge for the purpose of constructing an addition to the existing single-family detached home within the center of the recently consolidated parcel. As proposed, the addition would straddle across the drainage easement which is not permitted per Kendall County subdivision regulations. No other zoning relief is being requested by the petitioners. The County has reached out to the various public utility providers in the area (AT&T, ComEd, Comcast, and Nicor/Southern Co.). None of these providers objected to the request to vacate. Additionally, the Whitetail Ridge Homeowners Association (HOA) was not opposed to the request to vacate the easement.



**YORKVILLE COMPREHENSIVE PLAN:**

Yorkville’s 2016 Comprehensive Plan designation for this property is Estate/Conservation Residential. This future land use is intended to provide flexibility for residential design in areas in Yorkville that can accommodate low-density detached single-family housing but also include sensitive environmental and scenic features that should be retained and enhanced.

The current land use within a large lot residential golf course development and the proposed detached single-family home on a 1.5-acre lot is consistent with Yorkville’s Comprehensive Plan land use designation for this property. If approved, the proposed plat of vacation does not alter the land use and maintains its consistency with the areas future land use plans.

### **STAFF COMMENTS**

Staff has reviewed the request for easement vacation and does not oppose the request. It will not affect any public utilities or drainage within the planned development and meets the current minimum bulk requirements of that district. Additionally, the land use is consistent with the City's Comprehensive Plan and the vacation of the drainage and utility easements will not affect the future use of the land, as it will remain residential in nature.

Staff is seeking input from the Economic Development Committee as the one-and-a-half-mile review allows for the City to make comments and requests to the petitioner and County prior to their public meetings. This review will also be brought to the Planning and Zoning Commission at the October 11, 2023 meeting and the City Council at the October 24, 2023 meeting. This item was delivered to the City on September 21, 2023.

### **ATTACHMENTS**

1. Application with Attachments



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**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

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**Petition 23-30**

**Michael R. and Darla J. Cappellett**

**Plat of Vacation of a Drainage and Utility Easement  
in Whitetail Ridge Subdivision**

**INTRODUCTION**

A ten foot (10') drainage and utility easement presently exists between Lots 65 and 66 in Whitetail Ridge Subdivision. Michael and Darla Cappellett own the subject lots and would like to construct an addition to the home in the area of the existing easement.

The Petitioners previously combined the lots into one (1) parcel identification number.

**SITE INFORMATION**

PETITIONER Michael R. and Darla J. Cappellett

ADDRESS 6145 Whitetail Ridge Drive, Yorkville (Lots 65 and 66 of Whitetail Ridge)

LOCATION North of the Intersection of Clubhouse Drive and Whitetail Ridge Drive



TOWNSHIP Kendall Township

PARCEL # 05-12-226-013

LOT SIZE 1.5 +/- Acres

EXISTING LAND USE One-Family Residential/Vacant

ZONING RPD-2

LRMP	Current Land Use	One-Family Residential and Vacant
	Future Land Use	Rural Residential (Max 0.65 Du/Acre)
	Roads	Whitetail Ridge Drive is a Township Road classified as a Local Road
	Trails	None
	Floodplain/Wetlands	None

REQUESTED ACTION Vacate a Ten Foot (10') Drainage and Utility Easement Between Lots 65 and 66

APPLICABLE REGULATIONS Section 7.06 (Subdivision Control Ordinance)

**SURROUNDING LAND USE**

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within 1/2 Mile
North	Wooded	A-1	Rural Residential (Max 0.65 DU/Acre)	N/A
South	Single-Family Residential	RPD-2	Rural Residential	N/A
East	Single-Family Residential	RPD-2	Rural Residential	N/A
West	Single-Family Residential	RPD-2	Rural Residential	N/A

**ACTION SUMMARY**

**KENDALL TOWNSHIP**

Kendall Township was emailed information on September 21, 2023.

**UNITED CITY OF YORKVILLE**

The United City of Yorkville was emailed information on September 21, 2023.

**BRISTOL-KENDALL FIRE PROTECTION DISTRICT**

The Bristol-Kendall Fire Protection District was emailed information on September 21, 2023.

**GENERAL**

The application materials are included as Attachment 1. The plat for this area of Whitetail Ridge is included as Attachment 2. The plat of vacation is included as Attachment 3.

Petition information was sent to WBK on September 21, 2023.

On September 19, 2023, a representative from the Whitetail Ridge Homeowners' Association submitted an email stating the HOA was agreeable to the requested vacation. This email is included as Attachment 4.

As of the date of this memo, the Petitioner has not contacted any of the utility companies directly. Emails from Comed, NICOR, Comcast, and AT&T are included as Attachments 5, 6, 7, and 8 respectively.

**RECOMMENDATION**

Staff would like to receive comments from the various utilities and WBK Engineering before issuing a recommendation.

**ATTACHMENTS**

1. Application Materials
2. Plat of Whitetail Ridge (The Subject Property Area Only)
3. Plat of Vacation
4. September 19, 2023, Whitetail Ridge Homeowners' Association Email
5. September 19, 2023, Comed Email
6. September 19, 2023, NICOR Email
7. September 19, 2023, Comcast Email
8. September 21, 2023, AT&T Email



**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Yorkville, IL • 60560  
 (630) 553-4141 Fax (630) 553-4179

**APPLICATION**

PROJECT NAME \_\_\_\_\_ FILE #: \_\_\_\_\_

NAME OF APPLICANT (Including First, Middle Initial, and Last Name)		
Michael R. and Darla J. Cappellett		
CURRENT LANDOWNER/NAME(s)		
Michael R. and Darla J. Cappellett		
SITE INFORMATION	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
ACRES	6145 White-tail Ridge Dr.	05-12-226-013-0000
EXISTING LAND USE	CURRENT ZONING	LAND CLASSIFICATION ON LRMP
Residential	Residential	
REQUESTED ACTION (Check All That Apply):		
<input type="checkbox"/> SPECIAL USE	<input type="checkbox"/> MAP AMENDMENT (Rezone to _____)	<input type="checkbox"/> VARIANCE
<input type="checkbox"/> ADMINISTRATIVE VARIANCE	<input type="checkbox"/> A-1 CONDITIONAL USE for: _____	<input type="checkbox"/> SITE PLAN REVIEW
<input type="checkbox"/> TEXT AMENDMENT	<input type="checkbox"/> RPD ( <input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final)	<input type="checkbox"/> ADMINISTRATIVE APPEAL
<input type="checkbox"/> PRELIMINARY PLAT	<input type="checkbox"/> FINAL PLAT	<input checked="" type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.)
AMENDMENT TO A SPECIAL USE ( <input type="checkbox"/> Major; <input type="checkbox"/> Minor)		
PRIMARY CONTACT	PRIMARY CONTACT MAILING ADDRESS	
Darla Cappellett	[REDACTED]	
PRIMARY CONTACT PHONE #	PRIMARY CONTACT FAX #	PRIMARY CONTACT OTHER (Cell, etc.)
[REDACTED]	[REDACTED]	[REDACTED]
ENGINEER CONTACT	ENGINEER MAILING ADDRESS	ENGINEER EMAIL
Darla Cappellett	[REDACTED]	[REDACTED]
ENGINEER PHONE #	ENGINEER FAX #	ENGINEER OTHER (Cell, etc.)
[REDACTED]	[REDACTED]	[REDACTED]
I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.		
I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE DATE OF THE APPLICATION.		
SIGNATURE OF APPLICANT		DATE
[REDACTED]		9/12/23

FEE PAID: \$ \_\_\_\_\_  
 CHECK #: \_\_\_\_\_

<sup>1</sup>Primary Contact will receive all correspondence from County

<sup>2</sup>Engineering Contact will receive all correspondence from the County's Engineering Consultants

Date Stamp Here If Checklist Is Complete

**202300009192**

DEBBIE GILLETTE  
RECORDER - KENDALL COUNTY, IL  
RECORDED: 8/16/2023 11:59 AM  
REC FEE: 57.00 RHSPS: 19.00  
STATE TAX: 915.00  
COUNTY TAX: 457.50  
PAGES: 2

**WARRANTY DEED  
ILLINOIS STATUTORY**

**FIDELITY NATIONAL  
TITLE INSURANCE**

4K 2382765

THE GRANTOR(S), Mark W. Nichols and Lola A. Nichols, a/k/a Mark Nichols and Lola Nichols, husband and wife, of [REDACTED] for good and valuable consideration in hand paid, CONVEY and WARRANT to Michael R. Cappellett and Darla J. Cappellett, husband and wife, whose address is (GRANTEE'S ADDRESS): [REDACTED] not as tenants in common nor as joint tenants, but as Tenants by the Entirety, all interest in the following described Real Estate situated in the County of Kendall, in the State of Illinois, to wit:

LOTS 65 AND 66 IN WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, PART OF SECTION 7, TOWNSHIP 36, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION IN KENDALL AND NA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 2005015985 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER 2005019833, IN KENDALL COUNTY, ILLINOIS.

SUBJECT TO: Covenants, conditions and restrictions of record, public and utility easements, and roads and highways, special government taxes or assessments for improvements not yet completed, unconfirmed special government taxes or assessments, general real estate taxes for the year 2022 (second installment only) and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 2022 and thereafter.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Index Number(s): 05-12-226-013

Property Address(es): 6145 Whitetail Ridge Drive, Yorkville, Illinois 60560

**WARRANTY DEED  
ILLINOIS STATUTORY**

---

THE GRANTOR(S) Mark W. Nichols and Lola A. Nichols, a/k/a Mark Nichols and Lola Nichols, husband and wife, of [REDACTED] for good and valuable consideration in hand paid, CONVEY and WARRANT to Michael K. Cappellett and Darla J. Cappellett, husband and wife, whose address is (GRANTEE'S ADDRESS): [REDACTED] [REDACTED] not as tenants in common nor as joint tenants, but as Tenants by the Entirety, all interest in the following described Real Estate situated in the County of Kendall, in the State of Illinois, to wit:

LOTS 65 AND 66 IN WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, PART OF SECTION 7, TOWNSHIP 36, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION IN KENDALL AND NA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 2005015985 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER 2005019833, IN KENDALL COUNTY, ILLINOIS.

SUBJECT TO: Covenants, conditions and restrictions of record, public and utility easements, and roads and highways, special government taxes or assessments for improvements not yet completed, unconfirmed special government taxes or assessments, general real estate taxes for the year 2022 (second installment only) and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 2022 and thereafter.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Index Number(s): 05-12-226-013

Property Address(es): 6145 Whitetail Ridge Drive, Yorkville, Illinois 60560

Dated this 7 day of August 2023.



(Seal)

Mark W. Nichols



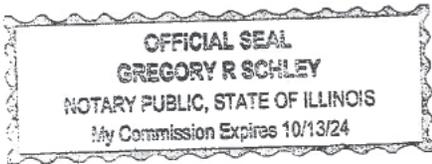
(Seal)

Lola A. Nichols

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF KENDALL )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Mark W. Nichols and Lola A. Nichols, personally known to me to be the same persons whose names are subscribed to the forgoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, on the 7th day of August 2023.



(Notary Public)

**Prepared by:**  
The Law Office of Gregory R. Schley  
1360 Golfview Street  
Aurora, Illinois 60506

**Mail to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name and Address of Taxpayer:**  
Michael R. Cappellett and Darla J. Cappellett



# PLAT OF SUBDIVISION WHITETAIL RIDGE

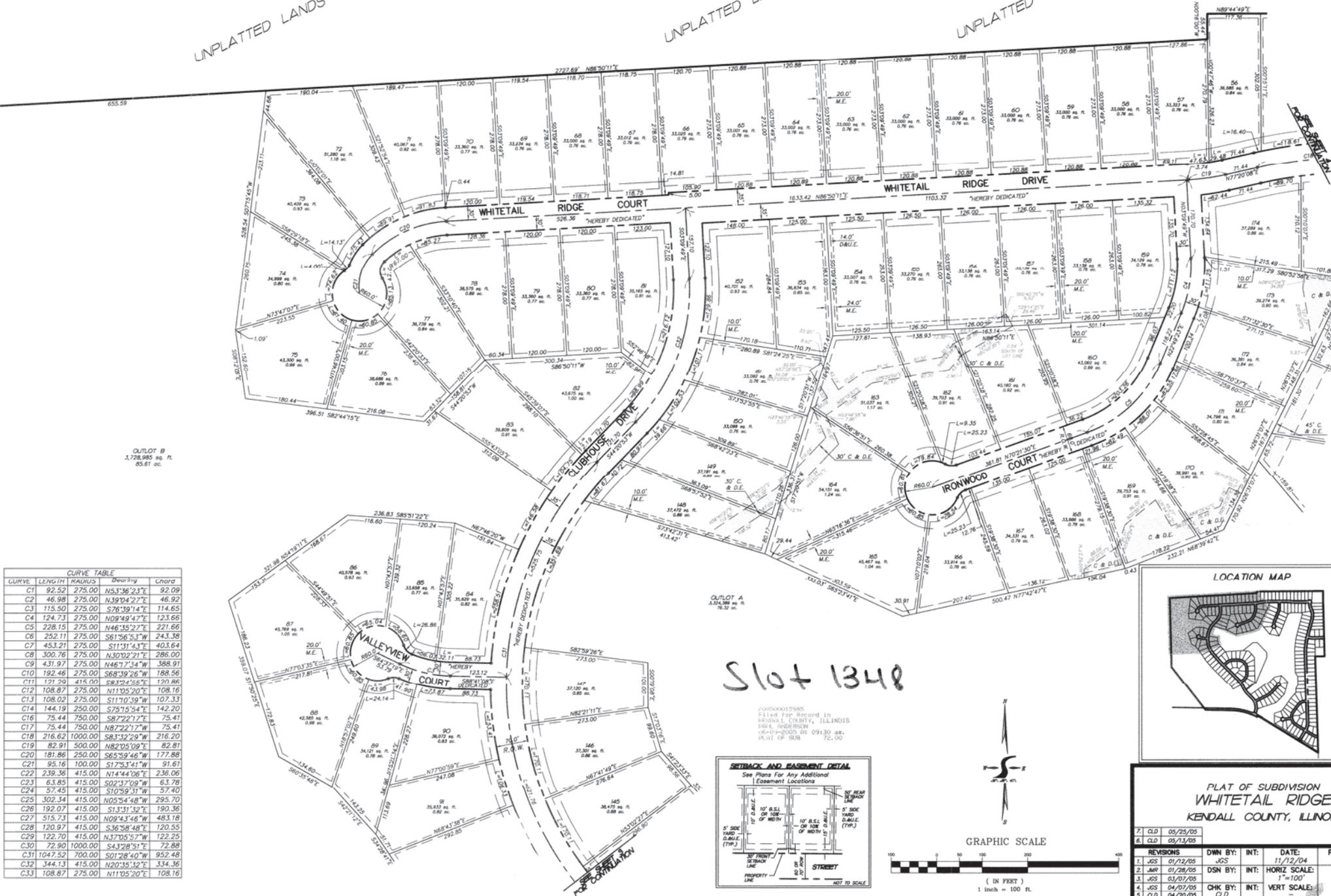
A SUBDIVISION OF PART OF SECTION 12-36-7, PART OF SECTION 7-36-8, AND  
PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL &  
NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS

**SMITH ENGINEERING CONSULTANTS**  
CIVIL/STRUCTURAL ENGINEERS AND SURVEYORS  
700 JOHN STREET  
TOWNEVILLE, ILLINOIS 62450  
PH: 630-553-7560 FAX: 630-553-7644  
www.smithengineering.com E-Mail: smith@smithengineering.com  
A MEMBER OF THE ILLINOIS PROFESSIONAL DESIGN FIRM # 184-00010  
COMP. FILE: 040039-5p.dwg  
PLOT FILE: STANDARD  
VIEW: 040039-6-02

UNPLATTED LANDS

UNPLATTED LANDS

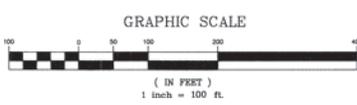
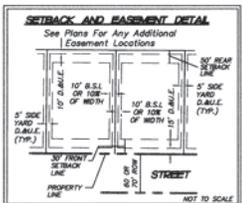
UNPLATTED LANDS



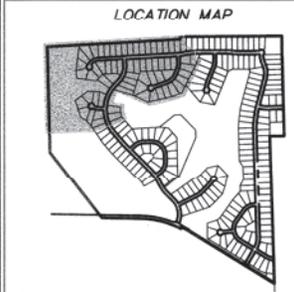
OUTLOT B  
3,778.985 sq. ft.  
55.61 ac.

Slot 1348

PROVISIONS  
SHALL BE RECORDED IN  
KENDALL COUNTY, ILLINOIS  
TAX MAP NUMBER: 08 09330 AB.  
PL 51 76 SUB 76.00



CURVE	LENGTH	RADIUS	Bearing	Chord
C1	92.52	275.00	N53°36'23"E	92.09
C2	46.98	275.00	N39°04'27"E	46.92
C3	115.50	275.00	S76°39'14"E	114.65
C4	124.73	275.00	N09°49'47"E	123.66
C5	228.15	275.00	N46°35'27"E	221.66
C6	252.11	275.00	S61°56'53"W	243.38
C7	453.21	275.00	S11°31'43"E	403.64
C8	300.76	275.00	N30°02'21"E	286.00
C9	431.97	275.00	N46°17'34"W	388.91
C10	192.46	275.00	S68°38'28"W	188.56
C11	121.29	415.00	S83°24'56"E	120.86
C12	108.87	275.00	N11°05'20"E	108.16
C13	108.02	275.00	S11°10'39"W	107.33
C14	144.19	250.00	S78°15'54"E	142.20
C16	75.44	750.00	S87°22'17"E	75.41
C17	75.44	750.00	N87°22'17"W	75.41
C18	216.62	1000.00	S83°32'29"W	216.20
C19	82.91	500.00	N82°05'09"E	82.81
C20	181.86	250.00	S65°59'46"W	177.88
C21	95.16	100.00	S17°54'41"W	91.61
C22	239.36	415.00	N14°44'06"E	236.06
C23	63.85	415.00	S02°37'09"W	63.78
C24	57.45	415.00	S10°59'31"W	57.40
C25	302.34	415.00	N05°54'48"W	295.70
C26	192.07	415.00	S13°31'32"E	190.36
C27	515.73	415.00	N09°44'46"W	483.18
C28	120.97	415.00	S36°58'48"E	120.55
C29	122.70	415.00	N37°05'57"W	122.25
C30	72.90	1000.00	S43°28'51"W	72.88
C31	1047.52	700.00	S01°28'40"W	952.48
C32	344.13	415.00	N20°35'12"E	334.36
C33	108.87	275.00	N11°05'20"E	108.16



PLAT OF SUBDIVISION WHITETAIL RIDGE KENDALL COUNTY, ILLINOIS	
7. CLD	05/25/05
6. CLD	05/13/05
1. JCS	01/12/05
2. JCS	01/28/05
3. JCS	03/07/05
4. JCS	04/07/05
5. CLD	04/20/05

REVISED	INT.	DATE	PROJECT
1. JCS	INT.	11/12/04	0400
2. JCS	INT.	01/28/05	0400
3. JCS	INT.	03/07/05	0400
4. JCS	INT.	04/07/05	0400
5. CLD	INT.	04/20/05	0400

PLAT SCALE: 1"=100'  
VERT SCALE: 1"=100'