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, May 7, 2024
6:00 p.m.
East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: April 2, 2024

New Business:

1. EDC 2024-26 Building Permit Report for March 2024
2. EDC 2024-27 Building Inspection Report for March 2024
3. EDC 2024-28 Property Maintenance Report for March 2024
4. EDC 2024-29 Economic Development Report for April 2024
5. EDC 2024-30 East Village of Westbury
    a. Ordinance Repealing a Planned Unit Development Agreement for the East Village of Westbury
    b. Ordinance Approving a Memorandum of Understanding Regarding the East Village of Westbury
6. EDC 2024-31 Blackberry Oaks – Kennedy Road Expansion and Golf Clubhouse Annexation
7. EDC 2024-32 Kendall County Petition 24-04 – 1.5 Mile Review (1520 Cannonball Trail)
8. EDC 2024-33 Kendall County Petition 24-05 – 1.5 Mile Review (7709 and 7731 Bentgrass Circle – Lots 223 and 224 of Whitetail Ridge)
9. EDC 2024-34 Kendall County Petition 24-06 – 1.5 Mile Review (7789 Route 47)

Old Business:

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
ECONOMIC DEVELOPMENT COMMITTEE
Tuesday, May 7, 2024
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

---

1. April 2, 2024
   - ☐ Approved _____
     - ☐ As presented
     - ☐ With corrections

NEW BUSINESS:

---

1. EDC 2024-26 Building Permit Report for March 2024
   - ☐ Informational Item
   - ☐ Notes _____

     _____

     _____

---

2. EDC 2024-27 Building Inspection Report for March 2024
   - ☐ Informational Item
   - ☐ Notes _____

---

3. EDC 2024-28 Property Maintenance Report for March 2024
   - ☐ Informational Item
   - ☐ Notes _____

---

4. EDC 2024-29 Economic Development Report for April 2024
   - ☐ Informational Item
   - ☐ Notes _____

---

5. EDC 2024-30 East Village of Westbury

   a. Ordinance Repealing a Planned Unit Development Agreement for the East Village of Westbury

   ☐ Approved by Committee _____

   ☐ Bring back to Committee _____

   ☐ Informational Item

   b. Ordinance Approving a Memorandum of Understanding Regarding the East Village of Westbury

   ☐ Approved by Committee _____

   ☐ Bring back to Committee _____

   ☐ Informational Item

   ☐ Notes _____

   _____

   _____

---

6. EDC 2024-31 Blackberry Oaks – Kennedy Road Expansion and Golf Clubhouse Annexation

   ☐ Moved forward to CC _____

   ☐ Approved by Committee _____

   ☐ Bring back to Committee _____

   ☐ Informational Item

   ☐ Notes _____

   _____

   _____

---

7. EDC 2024-32 Kendall County Petition 24-04 – 1.5 Mile Review (1520 Cannonball Trail)
   - ☐ Moved forward to CC _____
   - ☐ Approved by Committee _____
   - ☐ Bring back to Committee _____
   - ☐ Informational Item
   - ☐ Notes _____

---

8. EDC 2024-33 Kendall County Petition 24-05 – 1.5 Mile Review (7709 and 7731 Bentgrass Circle – Lots 223 and 224 of Whitetail Ridge)
   - ☐ Moved forward to CC _____
   - ☐ Approved by Committee _____
   - ☐ Bring back to Committee _____
   - ☐ Informational Item
   - ☐ Notes _____

---

9. EDC 2024-34 Kendall County Petition 24-06 – 1.5 Mile Review (7789 Route 47)
   - ☐ Moved forward to CC _____
   - ☐ Approved by Committee _____
   - ☐ Bring back to Committee _____
   - ☐ Informational Item
   - ☐ Notes _____

ADDITIONAL BUSINESS:

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Economic Development Committee – April 2, 2024

Meeting and Date: Economic Development Committee – May 7, 2024

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:

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, post at 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, April 2, 2024, 6:00pm
East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL

In Attendance:
Committee Members
Chairman Joe Plocher
Alderman Chris Funkhouser
Alderman Seaver Tarulis

Absent: Alderman Dan Transier

Other City Officials
City Administrator Bart Olson
Assistant City Administrator Erin Willrett
Community Development Director Krysti Barksdale-Noble
Code Official Pete Ratos
Planner I Sara Mendez

Other Guests
Lynn Dubajic Kellogg, City Consultant

The meeting was called to order at 6:00pm by Chairman Joe Plocher.

Citizen Comments None

Minutes for Correction/Approval March 5, 2024
The minutes were approved as presented.

New Business
1. EDC 2024-20 Building Permit Report for February 2024
There were 19 permits issued for single-family detached homes and a total of 79 permits. Mr. Ratos said there was a lot of planning and dirtwork occurring.

2. EDC 2024-21 Building Inspection Report for February 2024
Mr. Ratos reported 614 inspections for the month and most were done in-house. He also noted weather was a factor in February as well as a slow-down in construction in one of the subdivisions.

3. EDC 2024-22 Property Maintenance Report for February 2024
There were 11 complaints with one being found liable for unsafe conditions since they were over capacity.

4. EDC 2024-23 Economic Development Report for March 2024

Ms. Kellogg reported on the Triple T Express Car Wash which will be built at Rt. 47 and 71. She also mentioned the new banquet hall, Opal Banquets, at Kendall Crossing with room for 450 guests as well as hotel rooms above it. She updated information on Gerber Collision and Glass who is getting their sanitary hookup through an adjacent private property owner. The city has worked with them on options.

5. EDC 2024-24 Kelaka, LLC – Annexation and Rezoning

Ms. Noble said there was an update as of today. Only the larger parcel will be annexed, so the Public Hearing notice and packet materials will be updated. The parcel to be annexed is 191 acres and the petitioner is Green Door Capital who is also the contract purchaser. They wish to annex and rezone this unincorporated farmland south of the BNSF rail line and southeast of Faxon Rd. They are seeking M-2 zoning, General Manufacturing, for an industrial/data center land use. Ms. Noble said the annexation agreement is still being reviewed by the city attorney. The Comp Plan will need to be amended if the annexation and rezoning is approved. The petition is scheduled to go before PZC on May 8th, to City Council on May 14th for a Public Hearing and end of June for a final vote.

6. EDC 2024-25 Hagemann Trust – Annexation and Rezoning

This is the second group of parcels, also owned by Green Door Capital. It is 3 parcels totaling 140 acres of farmland, all fronting on Eldamain Rd. The petitioner is also seeking M-2 zoning for this property. Ms. Noble said in 2011 an Inter-governmental Agreement was made with Kendall County and Plano for recapture on Eldamain Rd. The city's share of the improvement cost is $3.8 million. She gave an estimated breakdown of the amount by parcel and Yorkville's recapture amount from the 3 parcels is $990,000. The petitioner is also working on the annexation agreement language since the city engineer has informed staff that 2 acres will be needed for a water tower. The parcel is consistent with the Comprehensive Plan, so no changes will be needed.

Both the Kelaka and Hagemann properties are part of the Rob Roy Drainage District, said Ms. Noble. It was noted that the Kelaka parcel will be subdivided and there was also a brief discussion of the Cobblestone piece and related access and recapture. This item will also move to the May 8th PZC for rezoning and to City Council on May 14th for an annexation Public Hearing with a final vote at the end of June.

Old Business: None

Additional Business:

Alderman Funkhouser said it was brought to his attention about a small flooding issue on Van Emmon near the park. He also noted the doors were open in the silos downtown and Mr. Ratos will investigate.

There was no further business and the meeting adjourned at 6:16pm.

Minutes respectfully submitted by Marlys Young, Minute Taker

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #1

Tracking Number

EDC 2024-26

Agenda Item Summary Memo

Title: Building Permit Report for March 2024

Meeting and Date: Economic Development Committee – May 7, 2024

Synopsis: All permits issued in March 2024.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: D. Weinert (Name) Community Development (Department)

Agenda Item Notes:

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, post at 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

BUILDING PERMIT REPORT

March 2024

	Number of Permits Issued	SFD *Single Family Dwelling*	SFA *Single Family Attached*	Multi-Family *Apartments Condominiums*	Commercial *Includes all Permits Issued for Commercial Use*	Industrial	Misc.	Construction Cost	Permit Fees
March 2024	133	31	0	0	16	0	86	14,622,166.00	337,363.41
Calendar Year 2024	271	66	0	0	28	0	177	86,525,011.00	873,878.01
Fiscal Year 2024	2094	246	109	0	88	0	1651	168,935,067.00	5,213,074.97
March 2023	163	44	16	0	16	0	87	11,152,981.00	451,376.95
Calendar Year 2023	308	78	34	0	25	0	171	20,825,320.00	990,450.19
Fiscal Year 2023	1413	188	137	0	102	0	986	68,673,016.00	3,291,592.37
March 2022	151	28	0	0	15	0	108	8,952,504.00	214,559.97
Calendar Year 2022	262	47	8	0	27	0	180	14,837,093.00	365,760.77
Fiscal Year 2022	1380	197	144	0	102	0	937	66,356,470.00	2,288,793.66
March 2021	165	31	8	0	14	0	112	7,159,342.00	302,706.35
Calendar Year 2021	286	67	22	0	27	0	170	16,125,073.00	617,352.28
Fiscal Year 2021	1725	240	116	0	78	0	1291	64,746,757.00	2,904,962.61

Prepared by D Weinert

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #2

Tracking Number

EDC 2024-27

Agenda Item Summary Memo

Title: Building Inspection Report for March 2024

Meeting and Date: Economic Development Committee – May 7, 2024

Synopsis: All inspections scheduled in March 2024.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: D. Weinert (Name) Community Development (Department)

Agenda Item Notes:

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, post at 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

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	107-PLU PLUMBING - UNDERSLAB	10000001	COUNTY INSPECTIONS	0		03/27/2024
	Comments1: 5491 WHITETAIL PARKWAY						
PR	10:00	052-RFR ROUGH FRAMING RESCHECK SF	20220474	1555 W CORNEILS RD			03/18/2024
	Comments1: RESTROOM -- ALAN 630-640-9301						
PR	10:00	053-REL ROUGH ELECTRICAL					03/18/2024
PR	10:00	054-PLR PLUMBING - ROUGH					03/18/2024
BC	09:00	055-RFR ROUGH FRAMING RESCHECK SF				03/28/2024	
	Comments1: FACILITY OFFICES						
BC	09:00	056-REL ROUGH ELECTRICAL				03/28/2024	
BC	13:30	005-FIN FINAL INSPECTION	20221238	2288 FAIRFAX WAY	501	03/28/2024	
	Comments1: BASEMENT -- NICK						
BC	13:30	006-FEL FINAL ELECTRIC				03/28/2024	
BC	13:30	007-FMC FINAL MECHANICAL				03/28/2024	
BC	11:00	022-FEL FINAL ELECTRIC	20221475	3969 EVANS CT	61	03/28/2024	
	Comments1: SANDRA						
BF	_____ PM	008-RFR ROUGH FRAMING RESCHECK SF	20221496	1014 GILLESPIE LN	246		03/21/2024
	Comments1: ABBYPROPERTIES.LLC@GMAIL.COM						
BF	_____ PM	009-REL ROUGH ELECTRICAL					03/21/2024
BF	_____ PM	010-RMC ROUGH MECHANICAL					03/21/2024
PBF	_____	011-PLR PLUMBING - ROUGH					03/21/2024
	Comments1: ABBYPROPERTIES.LLC@GMAIL.COM						
GH	_____ PM	012-INS INSULATION					03/22/2024
	Comments1: ABBYPROPERTIES.LLC@GMAIL.COM						
BC	_____ PM	008-RFR ROUGH FRAMING RESCHECK SF	20221497	1012 GILLESPIE LN	247		03/20/2024
	Comments1: MARCO						
BC	_____ PM	009-REL ROUGH ELECTRICAL					03/20/2024
BC	_____ PM	010-RMC ROUGH MECHANICAL					03/20/2024
PBF	_____ PM	011-PLR PLUMBING - ROUGH					03/20/2024
	Comments1: ABBYPROPERTIES.LLC@GMAIL.COM						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	PM 012-INS INSULATION					03/21/2024
	Comments1: ABBYPROPERTIES.LLC@GMAIL.COM						
BC	_____	PM 008-PPS PRE-POUR, SLAB ON GRADE	20221498	1010 GILLESPIE LN	248		03/12/2024
	Comments1: LIGHT POLE						
BC	_____	PM 009-RFR ROUGH FRAMING RESCHECK SF					03/15/2024
	Comments1: JENN						
BC	_____	010-REL ROUGH ELECTRICAL					03/15/2024
BC	_____	PM 011-RMC ROUGH MECHANICAL					03/15/2024
PBF	_____	012-PLR PLUMBING - ROUGH					03/15/2024
	Comments1: ABBYPROPERTIES.LLC@GMAIL.COM						
BC	_____	PM 013-REI REINSPECTION					03/18/2024
	Comments1: ROUGH FRAMING						
BC	_____	PM 014-REI REINSPECTION					03/18/2024
	Comments1: ROUGH ELECTRICAL						
BC	_____	PM 015-REI REINSPECTION					03/18/2024
	Comments1: ROUGH MECHANICAL						
GH	_____	PM 016-INS INSULATION					03/19/2024
	Comments1: JENN						
PR	_____	PM 018-PLR PLUMBING - ROUGH	20230275	503 GAME FARM RD		03/28/2024	
	Comments1: RYAN 630-220-6263						
GH	_____	015-FIN FINAL INSPECTION	20231190	3069 CONSTITUTION WAY	512		03/06/2024
	Comments1: ASUSONG@NVRINC.COM 630-720-1287						
GH	_____	016-FEL FINAL ELECTRIC					03/06/2024
	Comments1: ASUSONG@NVRINC.COM 630-720-1287						
GH	_____	017-FMC FINAL MECHANICAL					03/06/2024
	Comments1: ASUSONG@NVRINC.COM 630-720-1287						
PBF	_____	018-PLF PLUMBING - FINAL OSR READ					03/06/2024
	Comments1: ASUSONG@NVRINC.COM 630-720-1287						
ED	_____	019-EFL ENGINEERING FINAL SITE					03/07/2024
	Comments1: WINTER CONDITIONS						
JP	_____	AM 021-PPS PRE-POUR, SLAB ON GRADE	20231363	572 TIMBER OAK LN	44		03/06/2024
	Comments1: PATIO -- MW						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____ AM	018-WK SERVICE WALK	20231462	395 TIMBER OAK LN	32		03/06/2024
	Comments1: MW						
JP	_____	019-FIN FINAL INSPECTION					03/25/2024
	Comments1: JASON						
JP	_____	020-FEL FINAL ELECTRIC					03/25/2024
JP	_____	021-FMC FINAL MECHANICAL					03/25/2024
	Comments1: REGISTER IN PRIM B/R CLOSET MISSING.						
PBF	_____	022-PLF PLUMBING - FINAL OSR READ					03/25/2024
	Comments1: JJACOBS@RALLYHOMES.NET						
JP	_____ AM	015-PPS PRE-POUR, SLAB ON GRADE	20231463	552 TIMBER OAK CT	43		03/06/2024
	Comments1: PATIO						
JP	_____ AM	016-WK SERVICE WALK					03/06/2024
	Comments1: MW						
ED	_____	017-EFL ENGINEERING FINAL SITE					03/27/2024
	Comments1: WINTER CONDITIONS OK TO TEMP						
PBF	_____ AM	006-ESW SEWER / WATER	20231515	983 S CARLY CIR	90		03/04/2024
	Comments1: MIKE 815-210-3338 MWEAVERSERVFIRST@GMAI						
	Comments2: L.COM						
BC	_____ AM	007-ELS ELECTRIC SERVICE					03/27/2024
	Comments1: CHRIS						
GH	_____ AM	017-REI REINSPECTION	20231553	1011 GILLESPIE LN	242		03/01/2024
	Comments1: FINAL FRAMING						
GH	_____ AM	018-REI REINSPECTION					03/01/2024
	Comments1: FINAL ELECTRIC						
ED	_____	019-EFL ENGINEERING FINAL SITE					03/07/2024
	Comments1: MODEL SITE ONLY						
JP	_____ AM	014-WK SERVICE WALK	20231633	576 ALDER CT	41		03/06/2024
	Comments1: MW						
GH	_____ AM	015-PPS PRE-POUR, SLAB ON GRADE					03/20/2024
	Comments1: PATIO -- MW						
JP	_____ AM	019-PPS PRE-POUR, SLAB ON GRADE	20231634	492 TIMBER OAK LN	40		03/13/2024
	Comments1: PATIO -- MW						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____	016-FIN FINAL INSPECTION	20231641	301 ANDREW DR	198		03/13/2024
	Comments1: JEFF						
JP	_____	017-FEL FINAL ELECTRIC					03/13/2024
JP	_____	018-FMC FINAL MECHANICAL					03/13/2024
PBF	_____	019-PLF PLUMBING - FINAL OSR READ					03/13/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
PW	_____	020-EFL ENGINEERING FINAL SITE					03/14/2024
	Comments1: WINTER CONDITIONS						
GH	_____	015-FIN FINAL INSPECTION	20231663	3397 GABRIEL DR	169		03/13/2024
	Comments1: JEFF						
GH	_____	016-FEL FINAL ELECTRIC					03/13/2024
GH	_____	017-FMC FINAL MECHANICAL					03/13/2024
PBF	_____	018-PLF PLUMBING - FINAL OSR READ					03/13/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
PW	_____	019-EFL ENGINEERING FINAL SITE					03/13/2024
	Comments1: WINTER CONDITIONS						
GH	_____	016-FIN FINAL INSPECTION	20231665	3377 GABRIEL DR	170		03/21/2024
	Comments1: JEFF						
GH	_____	017-FEL FINAL ELECTRIC					03/21/2024
GH	_____	018-FMC FINAL MECHANICAL					03/21/2024
PBF	_____	019-PLF PLUMBING - FINAL OSR READ					03/21/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
ED	_____	020-EFL ENGINEERING FINAL SITE					03/21/2024
	Comments1: WINTER CONDITIONS						
GH	_____	017-FIN FINAL INSPECTION	20231667	3357 GABRIEL DR	171		03/25/2024
	Comments1: JEFF						
GH	_____	018-FEL FINAL ELECTRIC					03/25/2024
GH	_____	019-FMC FINAL MECHANICAL					03/25/2024
PBF	_____	020-PLF PLUMBING - FINAL OSR READ					03/25/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
ED	_____	021-EFL ENGINEERING FINAL SITE					03/21/2024
		Comments1: WINTER CONDITIONS					
GH	_____	014-FIN FINAL INSPECTION	20231750	2742 BERRYWOOD LN	762		03/08/2024
		Comments1: MT FOY					
GH	_____	015-FEL FINAL ELECTRIC					03/08/2024
GH	_____	016-FMC FINAL MECHANICAL					03/08/2024
PBF	_____	017-PLF PLUMBING - FINAL OSR READ					03/08/2024
		Comments1: MTFOY@DRHORTON.COM					
ED	_____	018-EFL ENGINEERING FINAL SITE					03/08/2024
		Comments1: WINTER CONDITIONS					
GH	_____	014-FIN FINAL INSPECTION	20231751	3221 LEHMAN CROSSING	758		03/06/2024
		Comments1: MT FOY					
GH	_____	015-FEL FINAL ELECTRIC					03/06/2024
GH	_____	016-FMC FINAL MECHANICAL					03/06/2024
PBF	_____	017-PLF PLUMBING - FINAL OSR READ					03/06/2024
		Comments1: MTFOY@DRHORTON.COM					
ED	_____	018-EFL ENGINEERING FINAL SITE					03/06/2024
		Comments1: WINTER CONDITIONS					
GH	_____	019-REI REINSPECTION					03/07/2024
		Comments1: FINAL ELECTRIC -- NO CHARGE COMED CHANGE					
		Comments2: D OUT TRANSFORMER					
GH	_____	014-FIN FINAL INSPECTION	20231754	3233 LEHMAN CROSSING	761		03/11/2024
		Comments1: MT FOY					
GH	_____	015-FEL FINAL ELECTRIC					03/11/2024
GH	_____	016-FMC FINAL MECHANICAL					03/11/2024
PBF	_____	017-PLF PLUMBING - FINAL OSR READ					03/11/2024
		Comments1: MTFOY@DRHORTON.COM					
ED	_____	018-EFL ENGINEERING FINAL SITE					03/08/2024
		Comments1: WINTER CONDITIONS					
PBF	_____	004-PLU PLUMBING - UNDERSLAB	20231779	2182 HENNING LN	341		03/13/2024
		Comments1: CHRIS.DANIEL@MBHOMES.COM					

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	008-RFR ROUGH FRAMING RESCHECK SF	20231796	3338 GABRIEL DR	165		03/08/2024
	Comments1: JEFF						
GH	_____	009-REL ROUGH ELECTRICAL					03/08/2024
GH	_____	010-RMC ROUGH MECHANICAL					03/08/2024
PBF	_____	011-PLR PLUMBING - ROUGH					03/08/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
GH	_____	012-INS INSULATION					03/13/2024
	Comments1: JEFF						
BC	_____ AM	013-GAR GARAGE FLOOR					03/06/2024
	Comments1: COMEX						
GH	_____	009-INS INSULATION	20231797	3337 GABRIEL DR	172		03/08/2024
	Comments1: JEFF						
GH	_____	010-RFR ROUGH FRAMING RESCHECK SF					03/05/2024
	Comments1: JEFF						
GH	_____	011-REL ROUGH ELECTRICAL					03/05/2024
GH	_____	012-RMC ROUGH MECHANICAL					03/05/2024
PBF	_____	013-PLR PLUMBING - ROUGH					03/05/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
BC	_____ AM	014-GAR GARAGE FLOOR					03/06/2024
	Comments1: COMEX						
PBF	_____	015-SUM SUMP				03/27/2024	
	Comments1: CATHYHMDCONST@GMAIL.COM						
GH	_____	014-INS INSULATION	20231798	3385 JONATHAN DR	161		03/01/2024
	Comments1: JEFF						
PBF	_____	015-SUM SUMP				03/27/2024	
	Comments1: CATHYHMDCONST@GMAIL.COM						
BC	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20231803	105 E MAIN ST			03/19/2024
	Comments1: A&B -- NO ONE WORKING -- DIDN'T CANCEL						
GH	_____	018-FIN FINAL INSPECTION	20231813	4444 SARASOTA AVE	2005		03/07/2024
	Comments1: JOE						
GH	_____	019-FEL FINAL ELECTRIC					03/07/2024

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	020-FMC FINAL MECHANICAL					03/07/2024
ED	_____	021-EFL ENGINEERING FINAL SITE					03/07/2024
		Comments1: WINTER CONDITIONS					
JP	10:00	001-PHF POST HOLE - FENCE	20231847	2757 CRANSTON CIR	131		03/01/2024
		Comments1: ACOSTA					
BC	_____ AM	016-INS INSULATION	20231897	685 TIMBER OAK LN	19		03/01/2024
		Comments1: JASON -- INSULATION MISSING, WINDOWS NOT					
		Comments2: PROPERLY SEALED					
BC	_____ AM	018-REI REINSPECTION					03/06/2024
		Comments1: INSULATION -- JASON					
JP	_____ AM	023-WK SERVICE WALK	20231898	2653 GOULD CT	68		03/08/2024
		Comments1: MW					
JP	_____ AM	021-WK SERVICE WALK	20231899	2655 GOULD CT	67		03/08/2024
		Comments1: MW					
BC	_____	008-RFR ROUGH FRAMING RESCHECK SF	20231939	2712 BERRYWOOD LN	769		03/11/2024
		Comments1: DOUG					
BC	_____	009-REL ROUGH ELECTRICAL					03/11/2024
BC	_____	010-RMC ROUGH MECHANICAL					03/11/2024
PBF	_____	011-PLR PLUMBING - ROUGH					03/11/2024
		Comments1: DRWEISS@DRHORTON.COM					
JP	_____	012-INS INSULATION					03/13/2024
		Comments1: DOUG					
GH	_____ AM	013-GAR GARAGE FLOOR					03/20/2024
		Comments1: UPLAND					
GH	_____	015-FIN FINAL INSPECTION	20231940	2708 BERRYWOOD LN	770		03/14/2024
		Comments1: MT FOY					
GH	_____	016-FEL FINAL ELECTRIC					03/14/2024
GH	_____	017-FMC FINAL MECHANICAL					03/14/2024
PBF	_____	018-PLF PLUMBING - FINAL OSR READ					03/14/2024
		Comments1: MTFOY@DRHORTON.COM					
PW	_____	019-EFL ENGINEERING FINAL SITE					03/14/2024
		Comments1: WINTER CONDITIONS					

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____ AM	013-INS INSULATION	20231946	2713 BERRYWOOD LN	776		03/01/2024
	Comments1: DOUG						
JP	_____	012-RFR ROUGH FRAMING RESCHECK SF	20231991	3135 JETER CT	501		03/01/2024
	Comments1: AUSTIN						
JP	_____	013-REL ROUGH ELECTRICAL					03/01/2024
JP	_____	014-RMC ROUGH MECHANICAL					03/01/2024
PBF	_____ AM	015-PLR PLUMBING - ROUGH					03/04/2024
	Comments1: ASUSONG@NVRINC.COM 630-720-1287						
JP	_____	016-INS INSULATION					03/05/2024
	Comments1: AUSTIN						
JP	_____ AM	017-WK SERVICE WALK	20231992	2652 GOULD CT	61		03/08/2024
	Comments1: MW						
GH	_____	018-FIN FINAL INSPECTION					03/14/2024
	Comments1: KEN -- 331-213-4809						
GH	_____	019-FEL FINAL ELECTRIC					03/14/2024
GH	_____	020-FMC FINAL MECHANICAL					03/14/2024
PBF	_____	021-PLF PLUMBING - FINAL OSR READ					03/14/2024
	Comments1: KSHELTON@NVRINC.COM						
PW	_____	022-EFL ENGINEERING FINAL SITE					03/14/2024
	Comments1: WINTER CONDITIONS -- BBOX NOT OPERABLE						
PW	_____ AM	023-REI REINSPECTION					03/15/2024
	Comments1: EFL -- SCODRO						
PW	_____	024-REI REINSPECTION					03/18/2024
	Comments1: WINTER CONDITIONS -- SCODRO PASSED						
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W	20232011	404 W CENTER ST			03/11/2024
GH	_____ AM	010-PWK PRIVATE WALKS	20232022	3075 JETER ST	575		03/04/2024
	Comments1: MDW 815-839-8175						
GH	_____ AM	011-GAR GARAGE FLOOR					03/04/2024
GH	_____	012-RFR ROUGH FRAMING RESCHECK SF					03/13/2024
	Comments1: AUSTIN						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	013-REL ROUGH ELECTRICAL					03/13/2024
GH	_____	014-RMC ROUGH MECHANICAL					03/13/2024
PBF	_____	015-PLR PLUMBING - ROUGH					03/13/2024
	Comments1: ASUSONG@NVRINC.COM						
GH	_____	016-REI REINSPECTION					03/14/2024
	Comments1: ROUGH FRAMING						
GH	_____	017-INS INSULATION					03/15/2024
	Comments1: AUSTIN						
GH	13:30	010-WK SERVICE WALK	20232026	1030 GILLESPIE LN	230		03/22/2024
	Comments1: JENN						
GH	_____	011-STP STOOPS					03/22/2024
GH	_____	012-PTO PREPOUR BASE FOR PATIO					03/22/2024
GH	_____	013-PPS PRE-POUR, SLAB ON GRADE					03/22/2024
	Comments1: PAD FOR A/C						
GH	13:30	010-WK SERVICE WALK	20232027	1032 GILLESPIE LN	229		03/22/2024
	Comments1: JENN						
GH	_____	011-STP STOOPS					03/22/2024
GH	_____	012-PTO PREPOUR BASE FOR PATIO					03/22/2024
GH	_____	013-PPS PRE-POUR, SLAB ON GRADE					03/22/2024
	Comments1: PAD FOR A/C						
GH	13:30	010-WK SERVICE WALK	20232028	1034 GILLESPIE LN	228		03/22/2024
	Comments1: JENN						
GH	_____	011-STP STOOPS					03/22/2024
GH	_____	012-PTO PREPOUR BASE FOR PATIO					03/22/2024
GH	_____	013-PPS PRE-POUR, SLAB ON GRADE					03/22/2024
	Comments1: PAD FOR A/C						
GH	13:30	011-WK SERVICE WALK	20232029	1036 GILLESPIE LN	227		03/22/2024
	Comments1: JENN						
GH	_____	012-STP STOOPS					03/22/2024

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	013-PTO PREPOUR BASE FOR PATIO					03/22/2024
GH	_____	014-PPS PRE-POUR, SLAB ON GRADE					03/22/2024
		Comments1: PAD FOR A/C					
GH	13:30	011-WK SERVICE WALK	20232030	1038 GILLESPIE LN	226		03/22/2024
		Comments1: JENN					
GH	_____	012-STP STOOPS					03/22/2024
GH	_____	013-PTO PREPOUR BASE FOR PATIO					03/22/2024
GH	_____	014-PPS PRE-POUR, SLAB ON GRADE					03/22/2024
		Comments1: PAD FOR A/C					
GH	13:30	013-WK SERVICE WALK	20232031	1040 GILLESPIE LN	225		03/22/2024
		Comments1: JENN					
GH	_____	014-STP STOOPS					03/22/2024
GH	_____	015-PTO PREPOUR BASE FOR PATIO					03/22/2024
GH	_____	016-PPS PRE-POUR, SLAB ON GRADE					03/22/2024
		Comments1: PAD FOR A/C					
BF	_____ PM	005-RFR ROUGH FRAMING RESCHECK SF	20232032	1031 GILLESPIE LN	236		03/13/2024
		Comments1: MARCO -- APROVED AS NOTED					
BF	_____ PM	006-REL ROUGH ELECTRICAL					03/13/2024
		Comments1: B&F IDENTIFIED TWO MISSING OUTLETS, CHEC					
		Comments2: KED AT INSULATION AND FOUND BOTH INSTALL					
		Comments3: ED.					
BF	_____ PM	007-RMC ROUGH MECHANICAL					03/13/2024
PR	_____	008-PLR PLUMBING - ROUGH					03/12/2024
		Comments1: ABBYPROPERTIES.LLC@GMAIL.COM					
JP	_____ PM	009-INS INSULATION					03/14/2024
		Comments1: MARCO TWO OUTLETS MISSING FROM B&F ROUGH					
		Comments2: INSP INSTALLED					
GH	13:30	010-WK SERVICE WALK					03/22/2024
		Comments1: JENN					
GH	_____	011-STP STOOPS					03/22/2024
GH	_____	012-PTO PREPOUR BASE FOR PATIO					03/22/2024

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	013-PPS PRE-POUR, SLAB ON GRADE					03/22/2024
	Comments1: PAD FOR A/C						
JP	_____	PM 005-RFR ROUGH FRAMING RESCHECK SF	20232033	1033 GILLESPIE LN	235		03/08/2024
	Comments1: MARCO						
JP	_____	PM 006-REL ROUGH ELECTRICAL					03/08/2024
JP	_____	PM 007-RMC ROUGH MECHANICAL					03/08/2024
PBF	_____	008-PLR PLUMBING - ROUGH					03/08/2024
	Comments1: ABBYPROPERTIES.LLC@GMAIL.COM						
JP	_____	PM 009-INS INSULATION					03/11/2024
	Comments1: MARCO						
GH	13:30	010-WK SERVICE WALK					03/22/2024
	Comments1: JENN						
GH	_____	011-STP STOOPS					03/22/2024
GH	_____	012-PTO PREPOUR BASE FOR PATIO					03/22/2024
GH	_____	013-PPS PRE-POUR, SLAB ON GRADE					03/22/2024
	Comments1: PAD FOR A/C						
BC	_____	PM 005-RFR ROUGH FRAMING RESCHECK SF	20232034	1035 GILLESPIE LN	234		03/04/2024
	Comments1: MARCO/ABBY(630) 365-7229						
BC	_____	PM 006-REL ROUGH ELECTRICAL					03/04/2024
	Comments1: MARCO/ABBY(630) 365-7229						
PBF	_____	PM 007-PLR PLUMBING - ROUGH					03/04/2024
	Comments1: MARCO/ABBY(630) 365-7229						
BC	_____	PM 008-RMC ROUGH MECHANICAL					03/04/2024
	Comments1: MARCO/ABBY(630) 365-7229						
JP	_____	PM 009-INS INSULATION					03/06/2024
	Comments1: MARCO/ABBY(630) 365-7229						
BC	_____	PM 010-REI REINSPECTION					03/05/2024
	Comments1: ROUGH ELECTRICAL -- MARCO						
GH	13:30	011-WK SERVICE WALK					03/22/2024
	Comments1: JENN						
GH	_____	012-STP STOOPS					03/22/2024

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	013-PTO PREPOUR BASE FOR PATIO					03/22/2024
GH	_____	014-PPS PRE-POUR, SLAB ON GRADE					03/22/2024
	Comments1: PAD FOR A/C						
JP	_____ PM	009-INS INSULATION	20232035	1037 GILLESPIE LN	233		03/01/2024
	Comments1: MARCO						
GH	_____	010-REI REINSPECTION					03/11/2024
	Comments1: ROUGH ELECTRICAL						
GH	13:30	011-WK SERVICE WALK					03/22/2024
	Comments1: JENN						
GH	_____	012-STP STOOPS					03/22/2024
GH	_____	013-PTO PREPOUR BASE FOR PATIO					03/22/2024
GH	_____	014-PPS PRE-POUR, SLAB ON GRADE					03/22/2024
	Comments1: PAD FOR A/C						
GH	_____	010-REI REINSPECTION	20232036	1039 GILLESPIE LN	232		03/11/2024
	Comments1: ROUGH ELECTRIC						
GH	13:30	011-WK SERVICE WALK					03/22/2024
	Comments1: JENN						
GH	_____	012-STP STOOPS					03/22/2024
GH	_____	013-PTO PREPOUR BASE FOR PATIO					03/22/2024
GH	_____	014-PPS PRE-POUR, SLAB ON GRADE					03/22/2024
	Comments1: PAD FOR A/C						
GH	_____	011-REI REINSPECTION	20232037	1041 GILLESPIE LN	231		03/11/2024
	Comments1: ROUGH ELECTRICAL						
GH	13:30	012-WK SERVICE WALK					03/22/2024
	Comments1: JENN						
GH	_____	013-STP STOOPS					03/22/2024
GH	_____	014-PTO PREPOUR BASE FOR PATIO					03/22/2024
GH	_____	015-PPS PRE-POUR, SLAB ON GRADE					03/22/2024
	Comments1: PAD FOR A/C						
BC	_____ PM	005-PPS PRE-POUR, SLAB ON GRADE	20232044	1051 GILLESPIE LN	224		03/12/2024
	Comments1: LIGHT POLE						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20232050	202 BURNETT ST	1234		03/18/2024
	Comments1: EDGAR 224-587-6429						
GH	09:00 AM	011-RFR ROUGH FRAMING RESCHECK SF	20232057	2929 ALDEN AVE	301		03/28/2024
	Comments1: MARCO 630-742-5673						
GH	_____ AM	012-REL ROUGH ELECTRICAL					03/28/2024
	Comments1: MARCO						
PBF	_____	013-PLR PLUMBING - ROUGH				03/28/2024	
	Comments1: MARCO 630-742-5673						
GH	_____	014-RMC ROUGH MECHANICAL					03/28/2024
GH	_____	015-GPL GREEN PLATE INSPECTION					03/28/2024
JP	_____ AM	010-RFR ROUGH FRAMING RESCHECK SF	20232058	602 ASH CT	18		03/07/2024
	Comments1: STEEL COLUMN BOLTS IN GARAGE NEED TIGHTE						
	Comments2: NED WITH ONE ADDED IN 3RD CAR BAY, HANGE						
	Comments3: R MISSING ON JOIST BY FRONT DOOR, NAILS						
	Comments4: MISSING IN HANGERS IN BASEMENT ALL FIXED						
JP	_____ AM	011-REL ROUGH ELECTRICAL					03/07/2024
JP	_____ AM	012-RMC ROUGH MECHANICAL					03/07/2024
PBF	_____ AM	013-PLR PLUMBING - ROUGH					03/07/2024
	Comments1: JJACOBS@RALLYHOMES.NET						
JP	_____ AM	014-INS INSULATION					03/11/2024
	Comments1: JASON						
GH	_____ AM	008-GAR GARAGE FLOOR	20232059	392 TIMBER OAK LN	37		03/04/2024
	Comments1: MW						
GH	_____ AM	009-STP STOOPS					03/04/2024
	Comments1: MW						
BC	_____	010-RFR ROUGH FRAMING RESCHECK SF					03/13/2024
	Comments1: JASON						
BC	_____	011-REL ROUGH ELECTRICAL					03/13/2024
BC	_____	012-RMC ROUGH MECHANICAL					03/13/2024
PBF	_____	013-PLR PLUMBING - ROUGH					03/13/2024
	Comments1: JJACOBS@RALLYHOMES.NET						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	014-INS INSULATION					03/18/2024
	Comments1: JASON						
BC	_____	AM 008-RFR ROUGH FRAMING RESCHECK SF	20232070	2717 BERRYWOOD LN	777		03/07/2024
	Comments1: DOUG						
BC	_____	AM 009-REL ROUGH ELECTRICAL					03/07/2024
BC	_____	AM 010-RMC ROUGH MECHANICAL					03/07/2024
PBF	_____	AM 011-PLR PLUMBING - ROUGH					03/07/2024
	Comments1: DRWEISS@DRHORTON.COM						
GH	_____	AM 012-INS INSULATION					03/11/2024
	Comments1: DOUG WEISS						
GH	_____	AM 013-GAR GARAGE FLOOR					03/20/2024
	Comments1: UPLAND						
GH	_____	AM 008-GAR GARAGE FLOOR	20232071	2721 BERRYWOOD LN	778		03/20/2024
	Comments1: UPLAND						
BC	_____	AM 009-RFR ROUGH FRAMING RESCHECK SF					03/25/2024
	Comments1: DOUG						
BC	_____	AM 010-REL ROUGH ELECTRICAL					03/25/2024
BC	_____	AM 011-RMC ROUGH MECHANICAL					03/25/2024
PBF	_____	AM 012-PLR PLUMBING - ROUGH					03/25/2024
	Comments1: DRWEISS@DRHORTON.COM						
GH	_____	AM 013-INS INSULATION					03/27/2024
	Comments1: DOUG						
GH	_____	AM 009-GAR GARAGE FLOOR	20232072	2725 BERRYWOOD LN	779		03/20/2024
	Comments1: UPLAND						
GH	_____	AM 008-GAR GARAGE FLOOR	20232074	2716 BERRYWOOD LN	768		03/15/2024
	Comments1: UPLAND						
GH	_____	AM 008-GAR GARAGE FLOOR	20232075	2720 BERRYWOOD LN	767		03/15/2024
	Comments1: UPLAND						
GH	_____	AM 008-GAR GARAGE FLOOR	20232076	2726 BERRYWOOD LN	766		03/15/2024
	Comments1: UPLAND						
GH	_____	AM 008-GAR GARAGE FLOOR	20232077	2730 BERRYWOOD LN	765		03/15/2024
	Comments1: UPLAND						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W	20232098	1061 HAMPTON CIR	228		03/11/2024
	Comments1: JJAMES						
BF	_____	PM 002-FIN FINAL INSPECTION	20232103	285 WALSH CIR	24	03/28/2024	
	Comments1: SOLAR -- MORGAN 630-689-8464						
BF	_____	PM 003-FEL FINAL ELECTRIC				03/28/2024	
GH	10:00	003-FOU FOUNDATION	20232104	3184 BOOMBAH BLVD	133		03/01/2024
	Comments1: KEN 630-546-0735 ADD REBAR AT WING WALLS						
BC	_____	004-BKF BACKFILL					03/06/2024
	Comments1: RSS 630-546-0735						
PR	_____	AM 006-FIN FINAL INSPECTION	20232115	1981 BANBURY AVE	28		03/11/2024
	Comments1: MARK 630-947-6672						
PR	_____	AM 007-FEL FINAL ELECTRIC					03/11/2024
PR	_____	AM 008-FMC FINAL MECHANICAL					03/11/2024
PR	_____	AM 009-PLF PLUMBING - FINAL OSR READ					03/11/2024
BC	_____	AM 006-FIN FINAL INSPECTION	20232149	997 N CARLY CIR	121		03/15/2024
	Comments1: TYRELL 630-608-9688						
BC	_____	AM 007-FEL FINAL ELECTRIC					03/15/2024
BC	_____	008-FMC FINAL MECHANICAL					03/15/2024
PBF	_____	AM 009-PLF PLUMBING - FINAL OSR READ					03/15/2024
	Comments1: TYRELL 630-608-9688						
PBF	_____	004-PLU PLUMBING - UNDERSLAB	20232172	2821 ROOD ST	314		03/13/2024
	Comments1: CHRIS.DANIEL@MBHOMES.COM						
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W	20232181	196 BURNETT ST	1236		03/27/2024
	Comments1: EDGAR 224-587-6429						
BC	_____	005-PPS PRE-POUR, SLAB ON GRADE	20232191	1076 GILLESPIE LN	203		03/13/2024
	Comments1: LIGHT POST						
BC	_____	PM 005-PPS PRE-POUR, SLAB ON GRADE	20232209	1120 GILLESPIE LN	313		03/12/2024
	Comments1: LIGHT POLE						
BC	_____	005-PPS PRE-POUR, SLAB ON GRADE	20232215	1121 GILLESPIE LN	301		03/13/2024
	Comments1: LIGHT POST						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	005-PPS PRE-POUR, SLAB ON GRADE	20232226	1151 GILLESPIE LN	312		03/13/2024
	Comments1: LIGHT POST						
PR	_____	005-PLU PLUMBING - UNDERSLAB	20232240	811 ALEXANDRA LN	13		03/01/2024
JP	12:00	006-BSM BASEMENT FLOOR					03/06/2024
	Comments1: JOHN 630-546-8057						
BC	_____	007-GAR GARAGE FLOOR					03/14/2024
BC	_____	008-STP STOOPS					03/14/2024
	Comments1: FRONT -- JOHN 630-546-8057						
PBF	_____ PM	006-ESW SEWER / WATER	20232244	3377 JONATHAN DR	162		03/06/2024
	Comments1: CATHYHMDCONST@GMAIL.COM						
GH	_____ AM	007-BSM BASEMENT FLOOR					03/07/2024
	Comments1: COMEX						
GH	_____ AM	008-GAR GARAGE FLOOR					03/13/2024
	Comments1: COMEX						
GH	_____ AM	009-STP STOOPS					03/13/2024
	Comments1: FR & R						
PBF	_____ PM	006-ESW SEWER / WATER	20232245	3387 JONATHAN DR	160		03/06/2024
	Comments1: CATHYHMDCONST@GMAIL.COM						
GH	_____ AM	007-BSM BASEMENT FLOOR					03/07/2024
	Comments1: COMEX						
GH	_____ AM	008-GAR GARAGE FLOOR					03/13/2024
	Comments1: COMEX ADD REBAR PIN AT 3RD CAR GARAGE (N						
	Comments2: O RETURN)						
GH	_____ AM	008-STP STOOPS	20232246	3378 GARBIEL DR	167		03/07/2024
	Comments1: F & R -- COMEX						
BC	_____ AM	009-GAR GARAGE FLOOR					03/14/2024
	Comments1: COMEX						
GH	_____	010-RFR ROUGH FRAMING RESCHECK SF					03/21/2024
	Comments1: JEFF						
GH	_____	011-REL ROUGH ELECTRICAL					03/21/2024
GH	_____	012-RMC ROUGH MECHANICAL					03/21/2024

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PBF	_____	013-PLR PLUMBING - ROUGH					03/21/2024
		Comments1: JEFFREY.LEADER@LENNAR.COM					
GH	_____	014-INS INSULATION					03/26/2024
		Comments1: JEFF					
GH	_____	AM 008-STP STOOPS	20232247	3393 JONATHAN DR	159		03/07/2024
		Comments1: F & R -- COMEX					
GH	_____	AM 009-GAR GARAGE FLOOR					03/13/2024
		Comments1: COMEX					
GH	_____	010-RFR ROUGH FRAMING RESCHECK SF					03/26/2024
		Comments1: JEFF SEE ENGINEER'S REPORT FOR DAMAGED T					
		Comments2: RUSS					
GH	_____	011-REL ROUGH ELECTRICAL					03/26/2024
GH	_____	012-RMC ROUGH MECHANICAL					03/26/2024
PR	_____	013-PLR PLUMBING - ROUGH					03/26/2024
		Comments1: JEFFREY.LEADER@LENNAR.COM					
GH	_____	014-INS INSULATION					03/28/2024
		Comments1: JEFF					
PBF	_____	015-SUM SUMP				03/27/2024	
		Comments1: CATHYHMDCONST@GMAIL.COM					
PBF	_____	PM 003-ESW SEWER / WATER	20232248	3367 JONATHAN DR	163		03/06/2024
		Comments1: CATHYHMDCONST@GMAIL.COM					
JP	_____	AM 004-BKF BACKFILL					03/08/2024
		Comments1: COMEX, FOUNDATION WALLS ALREADY BACKFILL					
		Comments2: ED PRIOR TO INSPECTION - FAIL					
BC	_____	005-GPL GREEN PLATE INSPECTION					03/12/2024
		Comments1: JEFF					
PBF	_____	006-PLU PLUMBING - UNDERSLAB					03/18/2024
		Comments1: JEFFREY.LEADER@LENNAR.COM					
GH	_____	AM 007-BSM BASEMENT FLOOR					03/25/2024
		Comments1: COMEX					
GH	_____	008-GAR GARAGE FLOOR					03/25/2024
		Comments1: NOT READY 8:45AM					

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	009-GAR GARAGE FLOOR					03/28/2024
JP	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20232259	706 TERI LN			03/15/2024
GH	_____ AM	009-GAR GARAGE FLOOR	20232267	3081 JETER ST	574		03/04/2024
	Comments1: MDW 815-839-8175						
GH	_____ AM	010-STP STOOPS					03/06/2024
	Comments1: F & R -- MW						
GH	_____	011-RFR ROUGH FRAMING RESCHECK SF					03/18/2024
	Comments1: AUSTIN						
GH	_____	012-REL ROUGH ELECTRICAL					03/18/2024
GH	_____	013-RMC ROUGH MECHANICAL					03/18/2024
PBF	_____	014-PLR PLUMBING - ROUGH					03/18/2024
	Comments1: ASUSONG@NVRINC.COM						
GH	_____	015-INS INSULATION					03/20/2024
	Comments1: AUSTIN						
GH	_____ AM	008-GAR GARAGE FLOOR	20232268	3053 JETER ST	578		03/18/2024
	Comments1: MW						
GH	_____ AM	009-STP STOOPS					03/18/2024
	Comments1: F & R -- MW						
BC	_____	010-RFR ROUGH FRAMING RESCHECK SF					03/22/2024
	Comments1: AUSTIN						
BC	_____	011-REL ROUGH ELECTRICAL					03/22/2024
BC	_____	012-RMC ROUGH MECHANICAL					03/22/2024
PBF	_____	013-PLR PLUMBING - ROUGH					03/22/2024
	Comments1: ASUSONG@NVRINC.COM						
BC	_____ AM	014-INS INSULATION					03/26/2024
	Comments1: AUSTIN						
GH	_____ AM	003-BKF BACKFILL	20232276	277 ANDREW DR	195		03/01/2024
	Comments1: COMEX						
PBF	_____ PM	004-ESW SEWER / WATER					03/06/2024
	Comments1: CATHYHMDCONST@GMAIL.COM						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	005-GPL GREEN PLATE INSPECTION					03/12/2024
	Comments1: JEFF						
PBF	_____	006-PLU PLUMBING - UNDERSLAB					03/18/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
GH	_____ AM	007-BSM BASEMENT FLOOR					03/25/2024
	Comments1: COMEX						
GH	_____	008-GAR GARAGE FLOOR					03/25/2024
	Comments1: NOT READY 8:50AM						
GH	_____	009-GAR GARAGE FLOOR					03/28/2024
BC	_____	009-RFR ROUGH FRAMING RESCHECK SF	20232277	287 ANDREW DR	196		03/18/2024
	Comments1: JEFF						
BC	_____	010-REL ROUGH ELECTRICAL					03/18/2024
BC	_____	011-RMC ROUGH MECHANICAL					03/18/2024
PBF	_____	012-PLR PLUMBING - ROUGH					03/18/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
GH	_____	013-INS INSULATION					03/21/2024
	Comments1: INS						
BC	_____ AM	014-GAR GARAGE FLOOR					03/06/2024
	Comments1: COMEX						
GH	_____	009-RFR ROUGH FRAMING RESCHECK SF	20232278	297 ANDREW DR	197		03/13/2024
	Comments1: JEFF						
GH	_____	010-REL ROUGH ELECTRICAL					03/13/2024
GH	_____	011-RMC ROUGH MECHANICAL					03/13/2024
PBF	_____	012-PLR PLUMBING - ROUGH					03/13/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
GH	_____	013-INS INSULATION					03/15/2024
	Comments1: JEFF						
BC	_____ AM	014-GAR GARAGE FLOOR					03/06/2024
	Comments1: COMEX						
GH	_____	015-REI REINSPECTION					03/15/2024
	Comments1: ROUGH FRAMING -- JEFF						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BF	_____	PM 001-FIN FINAL INSPECTION	20232287	652 WHITE OAK WAY	27	03/26/2024	
	Comments1: SOLAR LEGACY ANTHONY 602-524-0443 OFFIC						
	Comments2: E@MATRIXSOLARELECTRIC.COM						
BF	_____	PM 002-FEL FINAL ELECTRIC				03/26/2024	
	Comments1: SOLAR LEGACY ANTHONY 602-524-0443 OFFIC						
	Comments2: E@MATRIXSOLARELECTRIC.COM						
GH	_____	AM 001-FTG FOOTING	20232294	271 ANDREW DR	194		03/07/2024
	Comments1: COMEX						
BC	_____	PM 002-FOU FOUNDATION					03/11/2024
	Comments1: COMEX						
JP	_____	AM 003-BKF BACKFILL					03/15/2024
	Comments1: COMEX						
PBF	_____	004-ESW SEWER / WATER					03/22/2024
	Comments1: CATHYHMDCONST@GMAIL.COM						
PBF	_____	005-PLU PLUMBING - UNDERSLAB				03/27/2024	
	Comments1: JEFFREY.LEADER@LENNAR.COM						
GH	_____	006-GPL GREEN PLATE INSPECTION					03/28/2024
	Comments1: JEFF						
GH	_____	007-BSM BASEMENT FLOOR					03/28/2024
GH	_____	AM 008-GAR GARAGE FLOOR					03/28/2024
PR	_____	002-RFR ROUGH FRAMING RESCHECK SF	20232295	306 CENTER PKWY	59		03/07/2024
GH	_____	019-WK SERVICE WALK	20232297	551 BISCAYNE CT	2010		03/12/2024
	Comments1: MW SERIVE WALK						
ED	_____	024-EFL ENGINEERING FINAL SITE					03/28/2024
	Comments1: WINTER CONDITIONS						
BC	_____	PM 001-FIN FINAL INSPECTION	20232303	591 WINDETT RIDGE RD	73		03/14/2024
	Comments1: PERGOLA -- KYLE 331-223-7234						
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20232306	208 OAKWOOD ST			03/18/2024
	Comments1: C&N 224-612-3718 SMALL SECTION OF GARAGE						
	Comments2: ROOF NOT COMPLETED AT TIME OF INSPECTIO						
	Comments3: N (NW) 2:30PM						
BC	11:30	001-ROF ROOF UNDERLAYMENT ICE & W	20232308	335 SUTTON ST	197		03/18/2024
	Comments1: C&N 224-612-3718						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____	AM 010-GPL GREEN PLATE INSPECTION	20232341	601 ASH CT	17		03/06/2024
	Comments1: JASON						
JP	_____	AM 007-GPL GREEN PLATE INSPECTION	20232342	761 ASH CT	10		03/06/2024
	Comments1: JASON						
GH	_____	PM 008-BSM BASEMENT FLOOR					03/12/2024
	Comments1: MIDWEST 815-839-8175						
GH	_____	PM 009-GAR GARAGE FLOOR					03/12/2024
BC	_____	AM 015-INS INSULATION	20232343	366 BISCAYNE LN	1979		03/04/2024
	Comments1: JOE 224-575-0022						
GH	_____	016-WK SERVICE WALK					03/12/2024
	Comments1: MW SERVICE WALK						
ED	_____	021-EFL ENGINEERING FINAL SITE					03/28/2024
	Comments1: WINTER CONDITIONS						
GH	_____	016-WK SERVICE WALK	20232344	4441 SARASOTA AVE	1995		03/12/2024
	Comments1: MW SERVICE WALK						
PBF	_____	004-WAT WATER	20232345	3101 JETER CT	506		03/01/2024
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						
PBF	_____	005-PLU PLUMBING - UNDERSLAB					03/07/2024
	Comments1: ASUSONG@NVRINC.COM						
GH	_____	006-GPL GREEN PLATE INSPECTION					03/08/2024
	Comments1: AUSTIN						
GH	_____	AM 007-BG BASEMENT AND GARAGE FLOOR					03/18/2024
	Comments1: MW						
BC	_____	AM 010-RFR ROUGH FRAMING RESCHECK SF	20232346	371 BISCAYNE LN	1984		03/08/2024
	Comments1: AUSTIN						
BC	_____	AM 011-REL ROUGH ELECTRICAL					03/08/2024
BC	_____	AM 012-RMC ROUGH MECHANICAL					03/08/2024
PBF	_____	013-PLR PLUMBING - ROUGH				03/08/2024	
	Comments1: ASUSONG@NVRINC.COM						
GH	_____	AM 014-INS INSULATION					03/12/2024
	Comments1: JOE						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	015-WK SERVICE WALK					03/12/2024
	Comments1: MW SERVICE WALK						
GH	_____ AM	001-FTG FOOTING	20232353	3394 JONATHAN DR	158		03/07/2024
	Comments1: COMEX						
JP	_____ PM	002-FOU FOUNDATION					03/18/2024
	Comments1: COMEX						
PBF	_____	003-ESW SEWER / WATER					03/22/2024
	Comments1: CATHYHMDCONST@GMAIL.COM						
GH	_____ AM	004-BKF BACKFILL					03/21/2024
	Comments1: COMEX						
PBF	_____	005-PLU PLUMBING - UNDERSLAB				03/27/2024	
	Comments1: JEFFREY.LEADER@LENNAR.COM						
GH	_____	006-GPL GREEN PLATE INSPECTION					03/28/2024
	Comments1: JEFF						
BC	_____ AM	001-FTG FOOTING	20232354	3388 JONATHAN DR	157		03/22/2024
	Comments1: COMEX						
GH	_____ AM	002-FOU FOUNDATION					03/25/2024
	Comments1: COMEX NOT READY AT 8:40AM						
GH	_____ AM	003-REI REINSPECTION					03/26/2024
	Comments1: FOUNDATION -- COMEX						
BC	_____ AM	001-FTG FOOTING	20232355	3384 JONATHAN DR	156		03/22/2024
	Comments1: COMEX						
GH	_____ AM	002-FOU FOUNDATION					03/28/2024
	Comments1: COMEX 847 551-9066						
BC	13:00	003-REI REINSPECTION	20232377	522 BURNING BUSH DR	99		03/12/2024
	Comments1: SOLAR -- WILLIAM 314-474-1277						
GH	11:30	001-PHF POST HOLE - FENCE	20232380	961 OMAHA DR	26		03/04/2024
	Comments1: CANDACE 630-406-8410 X 220						
GH	_____	010-RFR ROUGH FRAMING RESCHECK SF	20232387	2761 ROYAL CT	106		03/05/2024
	Comments1: ANDREW						
GH	_____	011-REL ROUGH ELECTRICAL					03/05/2024
GH	_____	012-RMC ROUGH MECHANICAL					03/05/2024

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PBF	_____	013-PLR PLUMBING - ROUGH					03/05/2024
	Comments1: AMEEKS@NVRINC.COM						
BC	_____	014-INS INSULATION					03/07/2024
	Comments1: ANDREW						
GH	_____ AM	015-WK SERVICE WALK					03/20/2024
	Comments1: MW						
BC	_____ AM	005-FIN FINAL INSPECTION	20232392	2678 PATRIOT CT	222		03/05/2024
	Comments1: KERA 815-210-4733						
BC	_____ AM	006-FEL FINAL ELECTRIC					03/05/2024
BC	_____ AM	007-FMC FINAL MECHANICAL					03/05/2024
GH	_____	001-FTG FOOTING	20240008	3079 CONSTITUTION WAY	510		03/12/2024
	Comments1: MW						
JP	_____ PM	002-FOU FOUNDATION					03/14/2024
	Comments1: MW NOT READY, DEPTH CHANGE BEING MADE						
GH	_____	003-FOU FOUNDATION					03/18/2024
	Comments1: MW						
BC	_____ PM	004-BKF BACKFILL					03/20/2024
	Comments1: MW						
PBF	_____	005-WAT WATER					03/21/2024
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						
GH	_____	001-FTG FOOTING	20240009	3087 CONSTITUTION WAY	508		03/05/2024
	Comments1: MW						
BC	_____ PM	002-FOU FOUNDATION					03/07/2024
	Comments1: MW						
PBF	_____	003-WAT WATER					03/14/2024
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						
JP	_____ AM	004-BKF BACKFILL					03/13/2024
	Comments1: MW						
PBF	_____	005-PLU PLUMBING - UNDERSLAB					03/20/2024
	Comments1: ASUSONG@NVRINC.COM						
GH	_____	011-WK SERVICE WALK	20240010	491 BISCAYNE LN	1992		03/12/2024
	Comments1: MW SERVICE WALK						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____ AM	012-RFR ROUGH FRAMING RESCHECK SF					03/18/2024
	Comments1: JOE						
JP	_____ AM	013-REL ROUGH ELECTRICAL					03/18/2024
JP	_____ AM	014-RMC ROUGH MECHANICAL					03/18/2024
PBF	_____	015-PLF PLUMBING - FINAL OSR READ					03/18/2024
	Comments1: JOEMANUE@NVRINC.COM						
GH	_____ PM	016-INS INSULATION					03/19/2024
	Comments1: JOE						
JP	09:00	001-ROF ROOF UNDERLAYMENT ICE & W	20240012	610 STATE ST	7		03/07/2024
	Comments1: LILI						
PR	_____ AM	002-PLF PLUMBING - FINAL OSR READ	20240013	1488 CRIMSON LN			03/15/2024
	Comments1: REMODEL -- DEREK						
PR	_____ AM	003-FIN FINAL INSPECTION					03/15/2024
PBF	_____	006-PLU PLUMBING - UNDERSLAB	20240014	4643 W MILLBROOK CIR	114		03/04/2024
	Comments1: AMEEKS@NVRINC.COM						
BC	_____	007-BSM BASEMENT FLOOR					03/05/2024
	Comments1: MW						
BC	_____	008-GAR GARAGE FLOOR					03/06/2024
BC	_____ AM	009-STP STOOPS					03/08/2024
	Comments1: FR AND REAR -- MW						
BC	_____	010-RFR ROUGH FRAMING RESCHECK SF					03/21/2024
	Comments1: ANDREW						
BC	_____	011-REL ROUGH ELECTRICAL					03/21/2024
BC	_____	012-RMC ROUGH MECHANICAL					03/21/2024
PBF	_____	013-PLR PLUMBING - ROUGH					03/21/2024
	Comments1: AMEEKS@NVRINC.COM						
BC	_____ AM	014-INS INSULATION					03/25/2024
	Comments1: ANDREW						
GH	_____ AM	015-WK SERVICE WALK					03/22/2024
	Comments1: MW						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PBF	_____	003-WAT WATER	20240015	3111 JETER CT	504		03/07/2024
		Comments1: FAMILYSEWEROFFICE@YAHOO.COM					
GH	_____	AM 004-BKF BACKFILL					03/06/2024
		Comments1: MW					
GH	_____	AM 005-GPL GREEN PLATE INSPECTION					03/15/2024
		Comments1: AUSTIN					
PBF	_____	006-PLU PLUMBING - UNDERSLAB					03/15/2024
		Comments1: ASUSONG@NVRINC.COM					
GH	_____	AM 007-BSM BASEMENT FLOOR					03/18/2024
		Comments1: AUSTIN					
PBF	_____	005-ESW SEWER / WATER	20240016	4468 SARASOTA AVE	2000		03/01/2024
		Comments1: FAMILYSEWEROFFICE@YAHOO.COM					
PBF	_____	006-PLU PLUMBING - UNDERSLAB					03/06/2024
		Comments1: JOEMANUE@NVRINC.COM					
GH	_____	007-GPL GREEN PLATE INSPECTION					03/07/2024
		Comments1: JOE					
GH	_____	008-BSM BASEMENT FLOOR					03/18/2024
		Comments1: MW					
GH	_____	009-GAR GARAGE FLOOR					03/18/2024
		Comments1: MW					
GH	_____	010-STP STOOPS					03/18/2024
		Comments1: MW FRONT & BACK					
BC	_____	AM 011-ELS ELECTRIC SERVICE					03/20/2024
		Comments1: JOE					
GH	_____	AM 007-BSM BASEMENT FLOOR	20240017	410 MONTEREY ST	2024		03/01/2024
		Comments1: MW					
GH	_____	008-GAR GARAGE FLOOR					03/01/2024
		Comments1: MW					
JP	_____	009-ELS ELECTRIC SERVICE					03/14/2024
		Comments1: JOE GROUND LOOSE, PUTTY NOT SEALED; FIXE					
		Comments2: D BY JOE					
GH	_____	AM 010-STP STOOPS					03/19/2024
		Comments1: FR AND REAR -- MW					

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____	AM 011-RFR ROUGH FRAMING RESCHECK SF					03/28/2024
	Comments1: JOE						
JP	_____	AM 012-REL ROUGH ELECTRICAL					03/28/2024
JP	_____	AM 013-RMC ROUGH MECHANICAL					03/28/2024
PBF	_____	014-PLR PLUMBING - ROUGH				03/28/2024	
	Comments1: JOEMANUE@NVRINC.COM						
JP	10:30	001-ROF ROOF UNDERLAYMENT ICE & W	20240018	487 KELLY AVE	110		03/13/2024
	Comments1: ADVOCATE LILI 630-743-2216						
BC	_____	AM 001-RFR ROUGH FRAMING RESCHECK SF	20240030	4877 W MILLBROOK CIR	156		03/05/2024
	Comments1: JACKIE -- 773-425-3674						
BC	_____	AM 002-REL ROUGH ELECTRICAL					03/05/2024
BC	_____	AM 003-RMC ROUGH MECHANICAL					03/05/2024
PBF	_____	AM 004-PLR PLUMBING - ROUGH					03/05/2024
	Comments1: JACKIE 773-425-3674 ***PLEASE CALL WHEN						
	Comments2: EN ROUTE*****						
BC	09:00	005-INS INSULATION					03/08/2024
	Comments1: JACKIE 773-425-3674						
GH	13:30	001-FTG FOOTING	20240032	4464 SARASOTA AVE	2001		03/04/2024
	Comments1: MW						
GH	_____	PM 002-FOU FOUNDATION					03/06/2024
	Comments1: MW						
GH	_____	AM 003-BKF BACKFILL					03/12/2024
	Comments1: MIDW 815 839 8175						
PBF	_____	004-ESW SEWER / WATER					03/13/2024
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						
PBF	_____	005-PLU PLUMBING - UNDERSLAB					03/20/2024
	Comments1: JOEMANUE@NVRINC.COM						
GH	_____	006-GPL GREEN PLATE INSPECTION					03/25/2024
	Comments1: JOE						
JP	_____	007-ELS ELECTRIC SERVICE					03/28/2024
	Comments1: JOE E 224-575-0022						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____ AM	008-BSM BASEMENT FLOOR					03/28/2024
	Comments1: MW						
BC	_____ PM	003-BKF BACKFILL	20240033	352 BISCAYNE LN	1981		03/04/2024
	Comments1: MDW 815-839-8175						
PBF	_____	004-ESW SEWER / WATER					03/07/2024
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						
BC	_____	005-GPL GREEN PLATE INSPECTION					03/13/2024
	Comments1: JOE						
PBF	_____	006-PLU PLUMBING - UNDERSLAB					03/14/2024
	Comments1: JOEMANUE@NVRINC.COM						
JP	_____	007-ELS ELECTRIC SERVICE					03/18/2024
	Comments1: JOE						
GH	_____	008-BSM BASEMENT FLOOR					03/18/2024
	Comments1: MW						
PBF	_____	004-WAT WATER	20240034	2760 ROYAL CT	107		03/01/2024
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						
BC	_____	005-GPL GREEN PLATE INSPECTION					03/06/2024
PBF	_____	006-PLU PLUMBING - UNDERSLAB					03/08/2024
	Comments1: AMEEKS@NVRINC.COM						
GH	_____ PM	007-BG BASEMENT AND GARAGE FLOOR					03/19/2024
	Comments1: MW						
GH	_____ PM	008-STP STOOPS					03/19/2024
	Comments1: F & R						
GH	_____ AM	001-FTG FOOTING	20240045	3121 JETER CT	503		03/20/2024
	Comments1: MW						
GH	_____ AM	002-FOU FOUNDATION					03/22/2024
	Comments1: MW						
PBF	_____	003-WAT WATER				03/28/2024	
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						
GH	_____ AM	001-FTG FOOTING	20240046	3037 CONSTITUTION WAY	518		03/27/2024
	Comments1: MW						
GH	_____ PM	002-FOU FOUNDATION					03/28/2024
	Comments1: MW						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	AM 001-FTG FOOTING	20240048	4458 SARASOTA AVE	2002		03/12/2024
	Comments1: MIDW 815-839-8175						
BC	_____	PM 002-FOU FOUNDATION					03/13/2024
	Comments1: MW						
PBF	_____	003-ESW SEWER / WATER					03/20/2024
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						
GH	_____	004-BKF BACKFILL					03/20/2024
	Comments1: MW						
JP	_____	005-ELS ELECTRIC SERVICE					03/28/2024
	Comments1: JOE E 224-575-0022						
PBF	_____	006-PLU PLUMBING - UNDERSLAB				03/28/2024	
	Comments1: JOE E 224-575- 0022 JOEMANUAL@NVRINC.CO						
	Comments2: M						
JP	_____	AM 007-BSM BASEMENT FLOOR					03/28/2024
	Comments1: MW						
GH	_____	PM 008-GPL GREEN PLATE INSPECTION					03/28/2024
	Comments1: JOE						
GH	_____	AM 001-FTG FOOTING	20240050	412 MONTEREY ST	2023		03/19/2024
	Comments1: MW						
GH	_____	PM 002-FOU FOUNDATION					03/20/2024
	Comments1: MW						
JP	_____	PM 003-BKF BACKFILL					03/26/2024
	Comments1: MW						
PBF	_____	004-ESW SEWER / WATER				03/28/2024	
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						
GH	_____	AM 001-FTG FOOTING	20240054	4448 SARASOTA AVE	2004		03/25/2024
	Comments1: MW						
BC	_____	AM 002-FOU FOUNDATION					03/27/2024
	Comments1: MW						
PR	_____	AM 001-FOU FOUNDATION	20240055	724 E VETERANS PKWY	6	03/22/2024	
	Comments1: FRANL WILLMAN						
JP	13:00	001-ROF ROOF UNDERLAYMENT ICE & W	20240058	76 CROOKED CREEK DR	7		03/11/2024
	Comments1: JUSTIN/ABC ROOFING 331-203-3914						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	AM 004-ESW SEWER / WATER	20240066	905 STONY CREEK DR	65		03/05/2024
	Comments1: KIRK 630-816-5546						
BC	_____	AM 005-ELS ELECTRIC SERVICE					03/19/2024
	Comments1: MARCUS						
BC	_____	PM 001-RFR ROUGH FRAMING RESCHECK SF	20240067	1151 BLACKBERRY SHORE LN	49		03/21/2024
	Comments1: JOHN 79-704-0945						
BC	_____	PM 002-REL ROUGH ELECTRICAL					03/21/2024
	Comments1: RUN 12 GA WIRE TO BATH GFI						
BC	_____	PM 003-RMC ROUGH MECHANICAL					03/21/2024
PBF	_____	PM 004-PLR PLUMBING - ROUGH					03/21/2024
	Comments1: BASEMENT -- JOHN 779-704-0945						
BC	_____	AM 006-REI REINSPECTION					03/25/2024
	Comments1: ROUGH ELECTRICAL						
BC	10:00	001-FTG FOOTING	20240072	2421 FITZHUGH TURN	149		03/15/2024
	Comments1: LAZZ -- 630-897-3333						
JP	_____	AM 002-FIN FINAL INSPECTION					03/25/2024
	Comments1: PAVER PATIO, FIRE PIT AND GAZEBO -- LAZ						
JP	_____	001-FIN FINAL INSPECTION	20240073	2838 OLD GLORY DR	281		03/05/2024
	Comments1: PATIO DOOR						
JP	11:30	001-PHF POST HOLE - FENCE	20240076	702 S MAIN ST			03/01/2024
	Comments1: JAZLYN						
BC	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20240077	647 HAYDEN DR	72		03/11/2024
	Comments1: A&B						
BC	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20240080	606 HEUSTIS ST			03/19/2024
	Comments1: A&B -- NOON WORKING -- DIDN'T CANCEL						
BC	_____	AM 001-RFR ROUGH FRAMING RESCHECK SF	20240097	928 N BRIDGE ST			03/18/2024
	Comments1: MIRZA 630-452-4810						
BC	_____	AM 002-REL ROUGH ELECTRICAL					03/18/2024
PBF	_____	003-PLR PLUMBING - ROUGH					03/18/2024
	Comments1: MIRZA 630-452-4810						
PR	_____	AM 001-RFR ROUGH FRAMING RESCHECK SF	20240102	154 BERTRAM DR	13000		03/18/2024
	Comments1: HOWIE 219-649-7368						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____ AM	002-PLR PLUMBING - ROUGH					03/18/2024
JP	_____	001-FIN FINAL INSPECTION	20240106	509 MADISON CT			03/12/2024
	Comments1: WINDOWS -- JYBY 610-847-5000 X 6658						
GH	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20240107	501 E MAIN ST			03/27/2024
	Comments1: LEGACY -- PAUL 224-563-8556						
BC	_____	001-ELU ELECTRICAL - UNDERSLAB	20240110	601 CENTER PKWY	1		03/11/2024
	Comments1: WEST SIDE OF BUILDING						
BC	_____	002-ELU ELECTRICAL - UNDERSLAB					03/12/2024
BC	_____	003-FEL FINAL ELECTRIC					03/21/2024
BF	_____ PM	001-FIN FINAL INSPECTION	20240118	3453 CALEDONIA DR		03/14/2024	
	Comments1: cancel						
BF	_____ PM	002-FEL FINAL ELECTRIC				03/14/2024	
	Comments1: CANCEL						
BF	_____ PM	003-FIN FINAL INSPECTION					03/20/2024
	Comments1: HUGO 872-802-9419 INSPECTION@BLUERAVENSO						
	Comments2: LAR.COM						
BF	_____ PM	004-FEL FINAL ELECTRIC					03/20/2024
	Comments1: COLLECT REI $ BEFORE SCHEDULING REINSPEC						
	Comments2: T						
BF	_____ AM	005-REI REINSPECTION				03/28/2024	
	Comments1: FINAL SOLAR -- HUGO 872-802-9419						
BF	_____ AM	006-REI REINSPECTION				03/28/2024	
	Comments1: FEL-SOLAR						
JP	_____	001-FIN FINAL INSPECTION	20240119	407 OAKWOOD ST	12		03/14/2024
	Comments1: WINDOWS --						
GH	_____ AM	001-FTG FOOTING	20240121	2759 ROYAL CT	105		03/18/2024
	Comments1: MW DRAIN TILE CUT/EXPOSED BACK RIGHT SID						
	Comments2: E						
GH	_____ AM	002-FOU FOUNDATION					03/20/2024
	Comments1: MW						
PBF	_____	003-WAT WATER					03/25/2024
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	AM 004-BKF BACKFILL					03/26/2024
	Comments1: MW						
PBF	_____	005-PLU PLUMBING - UNDERSLAB				03/28/2024	
	Comments1: AMEEKS@NVRINC.COM ANDREW 331 431 7342						
GH	_____	PM 001-FTG FOOTING	20240123	2753 ROYAL CT	102		03/21/2024
	Comments1: MW						
GH	_____	PM 002-FOU FOUNDATION					03/25/2024
	Comments1: MW						
GH	_____	001-FTG FOOTING	20240130	681 ASH CT	13		03/05/2024
	Comments1: MW BASEMENT ONLY, NOT GARAGE						
GH	_____	002-FTG FOOTING					03/12/2024
	Comments1: MW GARAGE ONLY						
BC	_____	003-FOU FOUNDATION					03/14/2024
	Comments1: MW						
GH	_____	AM 004-BKF BACKFILL					03/20/2024
	Comments1: MW						
PBF	_____	005-ESW SEWER / WATER					03/22/2024
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						
GH	_____	006-REI REINSPECTION					03/22/2024
	Comments1: BACKFILL						
GH	_____	001-FTG FOOTING	20240137	741 ASH CT	11		03/05/2024
	Comments1: MW						
JP	_____	AM 002-FOU FOUNDATION					03/07/2024
	Comments1: MW						
JP	_____	AM 003-BKF BACKFILL					03/13/2024
	Comments1: MW						
PBF	_____	004-ESW SEWER / WATER					03/22/2024
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20240144	563 BIRCHWOOD DR	136		03/05/2024
	Comments1: REUBEN						
JP	_____	PM 001-PHF POST HOLE - FENCE	20240145	2110 TREMONT AVE	461		03/18/2024
	Comments1: CLASSIC -- 630-551-3400						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	11:30	001-PHF POST HOLE - FENCE	20240149	1923 PRAIRIE ROSE LN	100		03/19/2024
	Comments1: JACKIE 708-316-9740						
BC	_____	001-FTG FOOTING	20240152	665 TIMBER OAK LN	20		03/15/2024
	Comments1: MW						
BC	_____ PM	002-FOU FOUNDATION					03/19/2024
	Comments1: MW						
BC	_____	001-RFR ROUGH FRAMING RESCHECK SF	20240155	3039 GRANDE TR	529		03/21/2024
	Comments1: DYNA 615-580-7895 INSTALL EXHAUST FAN I						
	Comments2: N BATH -- FUR OUT CEILING -- FIREBLOCK H						
	Comments3: ORIZONTALLY						
BC	_____	002-REL ROUGH ELECTRICAL					03/21/2024
BC	_____	003-RMC ROUGH MECHANICAL					03/21/2024
PBF	_____	004-PLR PLUMBING - ROUGH					03/21/2024
	Comments1: BASEMENT -- DYNA 615-580-7895						
JP	_____ PM	001-PPS PRE-POUR, SLAB ON GRADE	20240160	3437 CALEDONIA DR	190		03/01/2024
	Comments1: PATIO -- SERGIO 815-909-5737						
JP	13:00 PM	001-PPS PRE-POUR, SLAB ON GRADE	20240161	703 S MAIN ST			03/07/2024
	Comments1: PATIO -- ROGER 630-207-6650						
BC	10:00	001-REL ROUGH ELECTRICAL	20240162	1557 ORCHID ST	193		03/01/2024
	Comments1: ELECTRICAL TO HOT TUB -- WALTER -- ADD D						
	Comments2: ISCONNECT BEFORE FINAL INSPECTION.						
JP	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20240164	617 RIVER BIRCH DR	37		03/25/2024
	Comments1: LILI 630-743-2116 CONTRACTOR NOT ON SITE						
GH	11:00	001-PHF POST HOLE - FENCE	20240168	2485 FAIRFIELD AVE	486		03/21/2024
	Comments1: SARAH 815-836-8731						
BC	_____	001-FIN FINAL INSPECTION	20240181	1529 STONERIDGE CT	67		03/05/2024
	Comments1: VIA PHOTOS						
BC	11:30	001-PHF POST HOLE - FENCE	20240183	311 CHURCH ST			03/20/2024
	Comments1: JACKIE 708-316-9740						
JP	_____	002-FIN FINAL INSPECTION					03/27/2024
	Comments1: FENCE -- POST CAP MISSING AT FRONT GATE,						
	Comments2: FRONT GATE LATCH DOES NOT SECURE, SELF						
	Comments3: CLOSERS NOT SET						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W	20240184	1059 HAMPTON LN	228		03/11/2024
	Comments1: JOSEPH JAMES						
GH	08:00	001-PPS PRE-POUR, SLAB ON GRADE	20240186	4819 W MILLBROOK CIR	152		03/20/2024
	Comments1: PATIO -- SHANE 630-973-3901						
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20240189	1399 CORAL BERRY CT			03/12/2024
	Comments1: 224-612-3718						
BF	_____	AM 001-FIN FINAL INSPECTION	20240191	2801 BERRYWOOD LN	797		03/25/2024
	Comments1: SOLAR ERIK 708-441-6311						
BF	_____	AM 002-FEL FINAL ELECTRIC					03/25/2024
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W	20240192	387 SUTTON ST	202		03/12/2024
	Comments1: 224-612-3718						
JP	12:00	001-ROF ROOF UNDERLAYMENT ICE & W	20240196	1215 WILLOW WAY	209		03/28/2024
	Comments1: JUSTIN 331-203-3914						
GH	_____	PM 001-FIN FINAL INSPECTION	20240198	234 E VETERANS PKWY	1		03/25/2024
	Comments1: TEMP TENT -- YOBANY, 630-553-1617						
JP	11:00	001-PHF POST HOLE - FENCE	20240202	2764 HOBBS CT	150		03/12/2024
	Comments1: CHRIS -- 815-834-1200						
BC	_____	001-FTG FOOTING	20240203	711 CLOVER CT	6		03/11/2024
	Comments1: DECK -- CLEAN EDGE						
BC	_____	AM 002-RFR ROUGH FRAMING RESCHECK SF					03/18/2024
	Comments1: DECK -- CLEAN EDGE						
BC	_____	PM 003-FIN FINAL INSPECTION					03/22/2024
	Comments1: DECK -- CLEAN EDGE						
GH	_____	PM 001-PHF POST HOLE - FENCE	20240206	3105 MATLOCK DR	636		03/19/2024
	Comments1: EALRY PM -- CLASSIC 630-551-3412						
PR	_____	PM 001-PLU PLUMBING - UNDERSLAB	20240207	2394 AUTUMN CREEK BLVD	264		03/15/2024
	Comments1: CLEAN EDGE						
PR	_____	AM 002-RFR ROUGH FRAMING RESCHECK SF					03/22/2024
	Comments1: CLEAN EDGE						
PR	_____	AM 003-REL ROUGH ELECTRICAL					03/22/2024
PR	_____	AM 004-RMC ROUGH MECHANICAL					03/22/2024

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____ AM	005-PLR PLUMBING - ROUGH					03/22/2024
BC	_____ AM	006-INS INSULATION					03/25/2024
	Comments1: CLEAN EDGE						
GH	11:00	001-PPS PRE-POUR, SLAB ON GRADE	20240208	2655 SEELEY ST	822		03/19/2024
	Comments1: PATIO -- LIZ 630-205-1669						
JP	11:00	001-PHF POST HOLE - FENCE	20240211	579 PARKSIDE LN	100		03/26/2024
	Comments1: SARAH 815-836-8731						
BC	12:00	001-ROF ROOF UNDERLAYMENT ICE & W	20240220	1961 BANBURY AVE	26		03/19/2024
	Comments1: NICK 630-827-2019						
BC	_____ AM	001-PPS PRE-POUR, SLAB ON GRADE	20240228	200 HILLCREST AVE			03/20/2024
	Comments1: PATIO -- GUS 331-717-8254						
GH	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20240233	2956 ELLSWORTH DR	361		03/19/2024
	Comments1: PROVIDENT -- 708-515-0937						
JP	11:00	001-PHF POST HOLE - FENCE	20240236	608 BRAEMORE LN	537		03/25/2024
	Comments1: SARAH 815-836-8731						
JP	_____ PM	001-PPS PRE-POUR, SLAB ON GRADE	20240238	3407 CALEDONIA DR	188		03/28/2024
	Comments1: RUEBEN 630-788-4650 PATIO						
BC	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20240240	4548 MARQUETTE ST	1215		03/20/2024
	Comments1: KENNY - 630-885-1028						
BC	13:00	001-WK SERVICE WALK	20240243	601 WINDETT RIDGE RD	74		03/20/2024
	Comments1: MIGUEL 630-330-5262						
BC	_____	001-TRN TRENCH - (GAS, ELECTRIC,	20240252	705 TERI LN			03/27/2024
	Comments1: KIM						
JP	_____ AM	001-PHF POST HOLE - FENCE	20240263	494 E BARBERRY CIR			03/26/2024
	Comments1: JENNY 630-551-3400						
GH	10:30	001-ROF ROOF UNDERLAYMENT ICE & W	20240266	4424 E MILLBROOK CIR	262		03/21/2024
	Comments1: GILBERTO 815-593-3731						
JP	_____ AM	001-PH POST HOLES / PILES	20240299	905 STONY CREEK DR	65		03/26/2024
	Comments1: ROOF OVER DECK -- MARCUS 630-248-0918						

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE

PERMIT TYPE SUMMARY:

ADD	ADDITION	1
BDO	COMMERCIAL BUILD-OUT	3
BSM	BASEMENT REMODEL	30
COM	COMMERCIAL BUILDING	1
DCK	DECK	4
ESS	BATTERY ENERGY STORAGE SYSTEMS	2
FNC	FENCE	13
FOU	FOUNDATION	5
GAZ	GAZEBO	2
MIS	MISCELLANEOUS	1
MSC	MISCELLANEOUS	3
PRG	PERGOLA	1
PTO	PATIO / PAVERS	6
REM	REMODEL	8
REP	REPAIR	3
ROF	ROOFING	22
RS	ROOFING & SIDING	2
SDW	SIDEWALK	1
SFA	SINGLE-FAMILY ATTACHED	96
SFD	SINGLE-FAMILY DETACHED	366
SOL	SOLAR PANELS	11
SPA	SAUNA / HOT TUB	1
TNT	TEMPORARY TENT	1
WHR	WATER HEATER REPLACEMENT	1
WIN	WINDOW REPLACEMENT	2

INSPECTION SUMMARY:

BG	BASEMENT AND GARAGE FLOOR	2
BKF	BACKFILL	15
BSM	BASEMENT FLOOR	14
EFL	ENGINEERING FINAL SITE	15
ELS	ELECTRIC SERVICE	7
ELU	ELECTRICAL - UNDERSLAB	2
ESW	SEWER / WATER	15
FEL	FINAL ELECTRIC	23
FIN	FINAL INSPECTION	31
FMC	FINAL MECHANICAL	16
FOU	FOUNDATION	20
FTG	FOOTING	20
GAR	GARAGE FLOOR	30
GPL	GREEN PLATE INSPECTION	14
INS	INSULATION	32
PH	POST HOLES / PILES	1
PHF	POST HOLE - FENCE	12
PLF	PLUMBING - FINAL OSR READY	15
PLR	PLUMBING - ROUGH	34
PLU	PLUMBING - UNDERSLAB	19
PPS	PRE-POUR, SLAB ON GRADE	28

INSPECTIONS SCHEDULED FROM 03/01/2024 TO 03/31/2024

INSPECTOR TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
	PTO PREPOUR BASE FOR PATIO	12				
	PWK PRIVATE WALKS	1				
	REI REINSPECTION	21				
	REL ROUGH ELECTRICAL	35				
	RFR ROUGH FRAMING RESCHECK SFD SFA	37				
	RMC ROUGH MECHANICAL	31				
	ROF ROOF UNDERLAYMENT ICE & WATER	24				
	STP STOOPS	23				
	SUM SUMP	3				
	TRN TRENCH - (GAS, ELECTRIC, ETC)	1				
	WAT WATER	7				
	WK SERVICE WALK	26				

INSPECTOR SUMMARY:	BC	BOB CREADEUR	129
	BF	B&F INSPECTOR CODE SERVICE	18
	ED	ERIC DHUSE	11
	GH	GINA HASTINGS	232
	JP	JOHN PETRAGALLO	85
	PBF	PLUMBER	81
	PR	PETER RATOS	24
	PW		6

STATUS SUMMARY:	A	PR	1
	C	BC	13
	C	JP	3
	C	PBF	1
	C	PR	2
	I	BC	116
	I	BF	18
	I	ED	5
	I	GH	205
	I	JP	75
	I	PBF	72
	I	PR	21
	M	ED	1
	M	GH	2
	T	ED	5
	T	GH	25
	T	JP	7
	T	PBF	8
	T	PW	6

REPORT SUMMARY: 586

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #3

Tracking Number

EDC 2024-28

Agenda Item Summary Memo

Title: Property Maintenance Report for March 2024

Meeting and Date: Economic Development Committee – May 7, 2024

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 (Name) Community Development (Department)

Agenda Item Notes:

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, post at 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

Memorandum

To: Economic Development Committee
From: Pete Ratos, Code Official
CC: Bart Olson, Krysti Barksdale-Noble, Jori Behland
Date March 25, 2024
Subject: March Property Maintenance

Property Maintenance Report March 2024

There were 2 cases heard in March 2024

03/04/2024			
N 5837	2600 Block Gould Ct	Obstructing Public Way	Dismissed
03/18/2024			
N 5838	Rt 47 Cannonball-Baseline	Prohibited Signs	Dismissed

Case Report

3/1/2024 - 03/31/2024

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
20240027	3/27/2024	1951 Rena Ln	Construction Storage	CLOSED		COMPLIANT					
20240026	3/26/2024	1145 N Bridge	Salvage Yard	CLOSED		COMPLIANT					
20240025	3/21/2024	Common Area Behind	Drainage	CLOSED							
20240024	3/21/2024	3393 Caledonia Dr	Obstructing Public Way	IN VIOLATION							
20240023	3/15/2024	341 Drayton Ct	Light Pollution								
20240022	3/14/2024	106 Beaver St	Occupancy/Noise	IN VIOLATION							
20240020	3/12/2024	212 S. Bridge St	Unsafe Conditions	IN VIOLATION							
20240019	3/6/2024	2005 Marketview Dr	Unsafe Conditions	IN VIOLATION							

Total Records: 8

3/28/2024

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #4

Tracking Number

EDC 2024-29

Agenda Item Summary Memo

Title: Economic Development Report for April 2024

Meeting and Date: Economic Development Committee – May 7, 2024

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 (Name) Administration (Department)

Agenda Item Notes:

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, post at 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

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

Monthly Report – May 2024 EDC Meeting of the United City of Yorkville

April 2024 Activity New Development:

- **Steam and Cuts – 110 E S. Countryside Parkway, Suite A:** Owner**, Alexa Kocsis,** has opened a full-service barber shop that offers haircuts, shaves, beard trims, and color. She has over 6 years of experience and takes great pride in her work, and strives to create a welcoming environment for all of her clients.
- **Langston Pediatric Physical Therapy – 724 E. Veterans Parkway – The Heartland Center: Laura Langston** and her team have offered these important services in Yorkville since 2010. The business is currently located at 10 Savaranos Drive. They will be relocating and expanding into 3,600 square feet of the 7,200 square feet. The building is currently under construction. They are hoping to be operational in this new location, in late summer 2024.

April 2024 Previously Reported Updates:

- **Triple T Express Car Wash - 1981 S. Bridge Street – Fountain Village Development:** Local residents **Allison and Steve English** have applied for a building permit to construct a new free-standing tunnel car wash, just north of Walgreens. This will be the first car wash on Yorkville's "south-side". A tunnel car wash is automated car wash that uses belts to move a vehicle through a series of cleaning stations. They are hopeful to have this business open in late 2024.
- **Opal Banquets & New Hotel – 577 E Kendall Drive – Kendall Crossing**: Hotel owner **Sonny Shah** is preparing to apply for a building permit to complete his project at Kendall Crossing. The foundation for this building was made back in 2019. At this time, the plan includes a first-floor banquet center that will accommodate 450 guests, a small restaurant and bar that will be open to the public, a second-floor roof top bar, and 3 additional floors of hotel rooms. The hotel "flag" has not yet been disclosed. Construction will begin later this spring, with the goal of opening in summer of 2025.
- **Summers Plumbing Heating & Cooling – 724 E Veterans Parkway – The Heartland Center**: Yorkville High School graduate class of 1995 **Dave Vick** is very happy to be relocating and expanding to this new building that is under construction. Summers offers residential plumbing, heating and air conditioning services. They have 12 locations in the Midwest. It is an employee owned business. They will occupy 3,600 square feet of the 7,200 square feet. They are hoping to be in this location in summer 2024.
- **iBoba "The Bubble Shop" – 928 N Bridge Street – Walnut Plaza Center**: **Shiraz Hassan** and his partners are very excited to bring this popular boba tea drink shop to Yorkville. It is their fourth location in Chicagoland. Their passion for crafting exceptional bubble tea is also matched by their dedication to their customers. They source top-notch ingredients, and serve up an array of flavors to satisfy all cravings. They plan to be open in May or June 2024. You can learn more by visiting their website https://www.ibobausa.com
- **Association for Individual Development (AID) - 101 Saravanos Drive – Stagecoach Crossing**: AID has purchased a bigger building in Yorkville, and are moving all of their services to the new location in Stagecoach Crossing. The organization has outgrown their existing building, which is located at 708 N. Bridge Street. The new location was formerly the Morris Hospital Yorkville campus. There are some minor adjustments which be made to the new location, and it should be fully operational later 2024. AID will be adding child and adolescent services in the new location.
- **Children's Courtyard – 708 E Veterans Parkway – Heartland Center:** Children's Courtyard is owned by the Learning Care Group, which is the second largest early education and childcare operator in the US. They have a total of 11 childcare center brands. Yorkville will be a Children's Courtyard, which specializes in offering an active learning experience. This building was formerly, The Heartland School. The new school will create 30 new jobs and serve approximately 170 students. The building will undergo a complete interior renovation, adding state of the art equipment, and upgrading of the playground. It will be open in the fall of 2024. You can learn more by visiting their website https://www.childrenscourtyard.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. The site plan, and "special use" has been 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. Construction is slated to begin in July 2024. Opening of Yorkville's QuikTrip is slotted for summer 2025.
- **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 has begun construction of a new single tenant 5,800 square foot building that will be the home to an auto mechanic shop. The name of the business will be disclosed at a late time. Construction is underway, and the business will open in spring 2024.
- **Gerber Collison & Glass - 1203 N. Bridge Street:** Gerber has submitted necessary plans and has applied for the building permits. They have also demolished the existing building, and will build an entirely new facility. It will take approximately 10 months to complete the project. Opening is planned for summer 2025. **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
630-209-7151 cell

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #5

Tracking Number

EDC 2024-30

Agenda Item Summary Memo

Title: East Westbury Village – PUD Repeal & Memorandum of Understanding (MOU)

Meeting and Date: Economic Development Committee – May 7, 2024

Synopsis: Proposed repeal of the East Westbury Village PUD and approval of a Memorandum of Understanding with successor property owners.

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, AICP (Name) Community Development (Department)

Agenda Item Notes:

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, post at 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

Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: April 16, 2024
Subject: **East Village of Westbury – Repeal of PUD Agreement**
Proposed Repeal of Planned Unit Development (PUD) Agreement & Execution of a Memorandum of Understanding

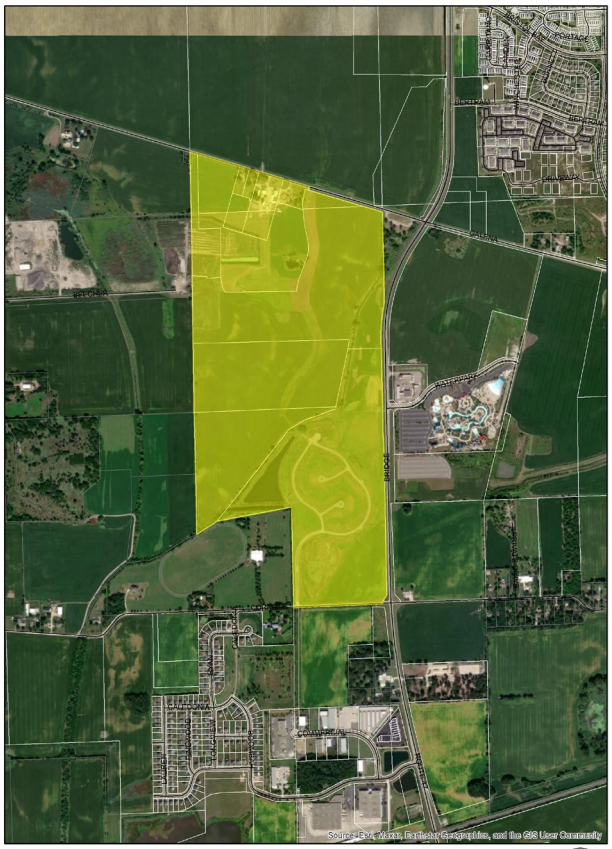
---

Request Summary:

The eight (8) successor proprietors of the approximately 300-acre East Village of Westbury Planned Unit Development (PUD) are proposing to nullify the established obligations outlined in the annexation agreement amendments of 2004 (Ord. 2004-36) and 2006 (Ord. 2006-34). This proposed nullification, detailed in a Memorandum of Understanding, aims to immediately revert the properties to their original R-2 Single Family Traditional Residence District zoning. It also seeks to permit certain pre-existing non-conforming uses to remain lawful, reimburse the City for various engineering consultant fees and the installation of the Rob Roy Sewer Outfall amounting to $418,952.50, obtain a written release from school/park site dedication based on the original land plan, and uphold the land plan for the development of 85 single-family residential units and 307 multiplex/townhome units on approximately 97 acres situated at the northwest corner of Corneils Road and IL Route 47 for potential development by an interested builder.

Development Background:

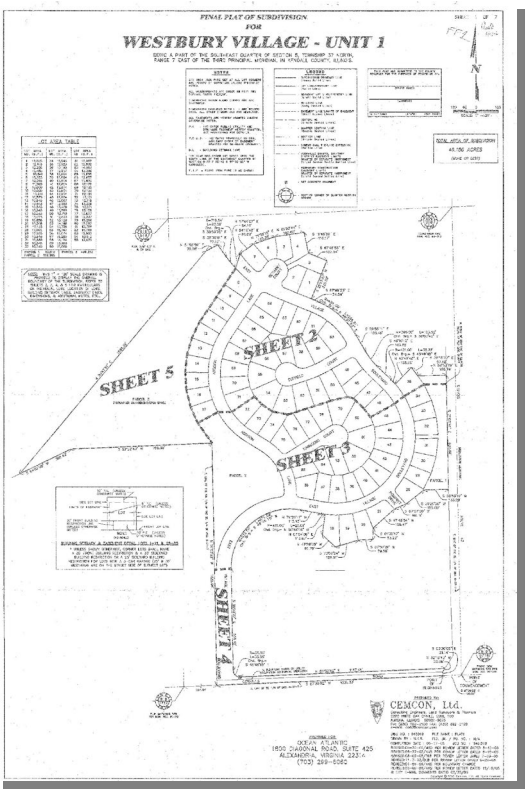
In 1997, the City annexed and entered into an annexation agreement with Richard and Henrietta Undesser for approximately 260-acre tracts of land of land located at on the west side of IL Route 47 bounded by Galena Road to the north and Corneils Road to the south. The original agreement (Ord. 1997-10B) approved the land for commercial and agricultural uses. However, in September 2004, the Undesser's, along with Ocean Atlantic as developer, annexed an additional ~70 acres of land to the west (Ord. 2006-37) and included this within an amended annexation agreement for a planned unit development (Ord. 2004-36).



Location Map - East Village of Westbury
United City of Yorkville, Illinois
March 20, 2024

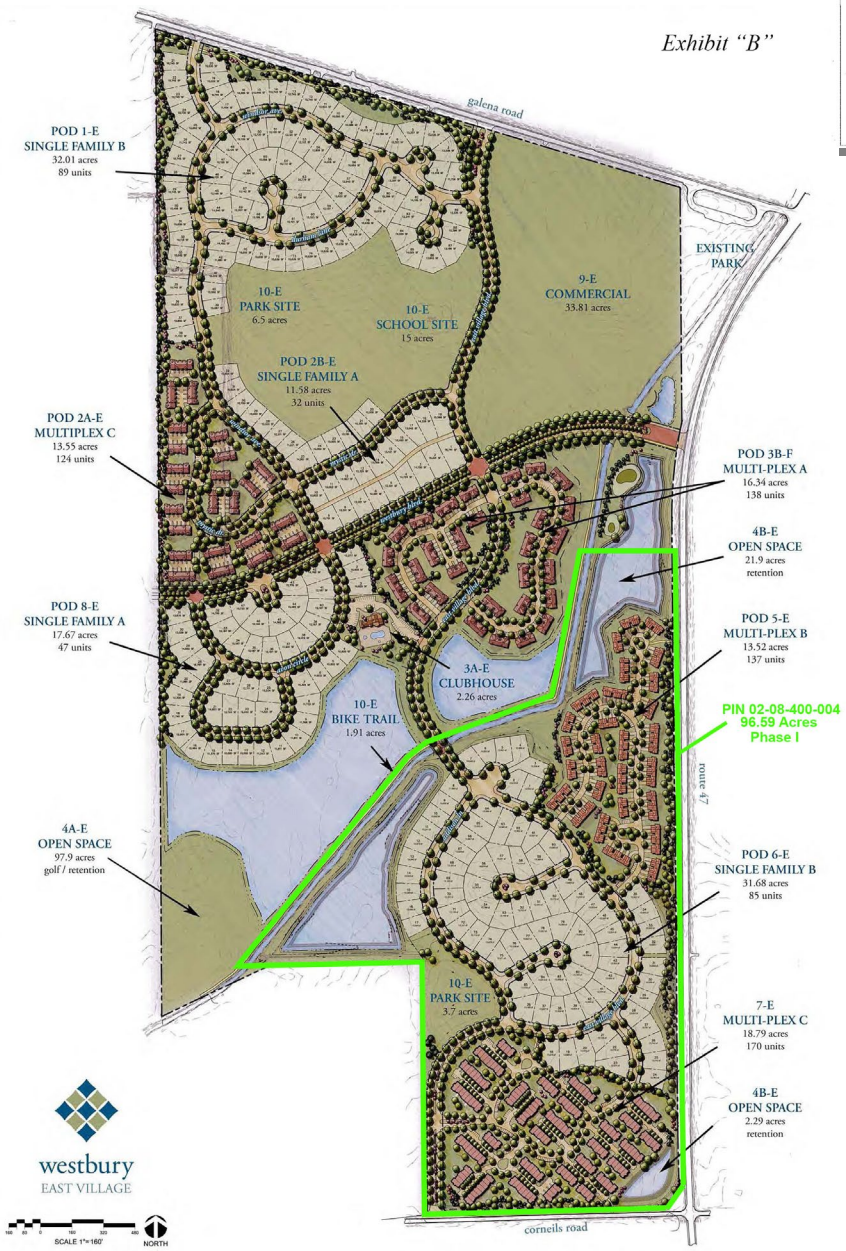
The planned unit development (PUD), known as the Westbury Village Subdivision, allowed for commercial, single-family, and multi-family land uses consisting of roughly 890 dwelling units, 15-acre school site, 30-acre commercial parcel, and parkland located within nine (9) distinct development "pods". Currently, the parcels are primarily utilized for single-family residences and agricultural land uses. From 2014-2023 a portion of the property in the northwest quadrant was used as a compost facility operated by Green Organics. This operation has been decommissioned and relocated to the parcel to west in unincorporated Kendall County.

A final plat was approved for Pod 6 for 85 single family lots in August 2005, but the final plat was never recorded. Subsequently, an amendment to the PUD land plan was approved by the City in April 2006 via Ord. 2006-34 establishing the "East Village of Westbury" which now comprised of 822 dwelling units, 15-acre school site, and 12 acres of parkland. While the commercial site was still identified on the updated land plan, it was not included for development.



The 2006 annexation and PUD agreement also confirmed the developer's obligation to connect to the Raymond Outflow Stormwater prior to the issuance of any building permit and that the City was engaging certain residential developers in the area in a recapture agreement to contribute to the City's cost of designing, engineering, and installing a sanitary sewer interceptor to which the East Village of Westbury's share was $1.78M, which approximately $1.26M is outstanding. The developer was also required to construct an outfall storm sewer on the property costing $500,000 which the city also constructed.

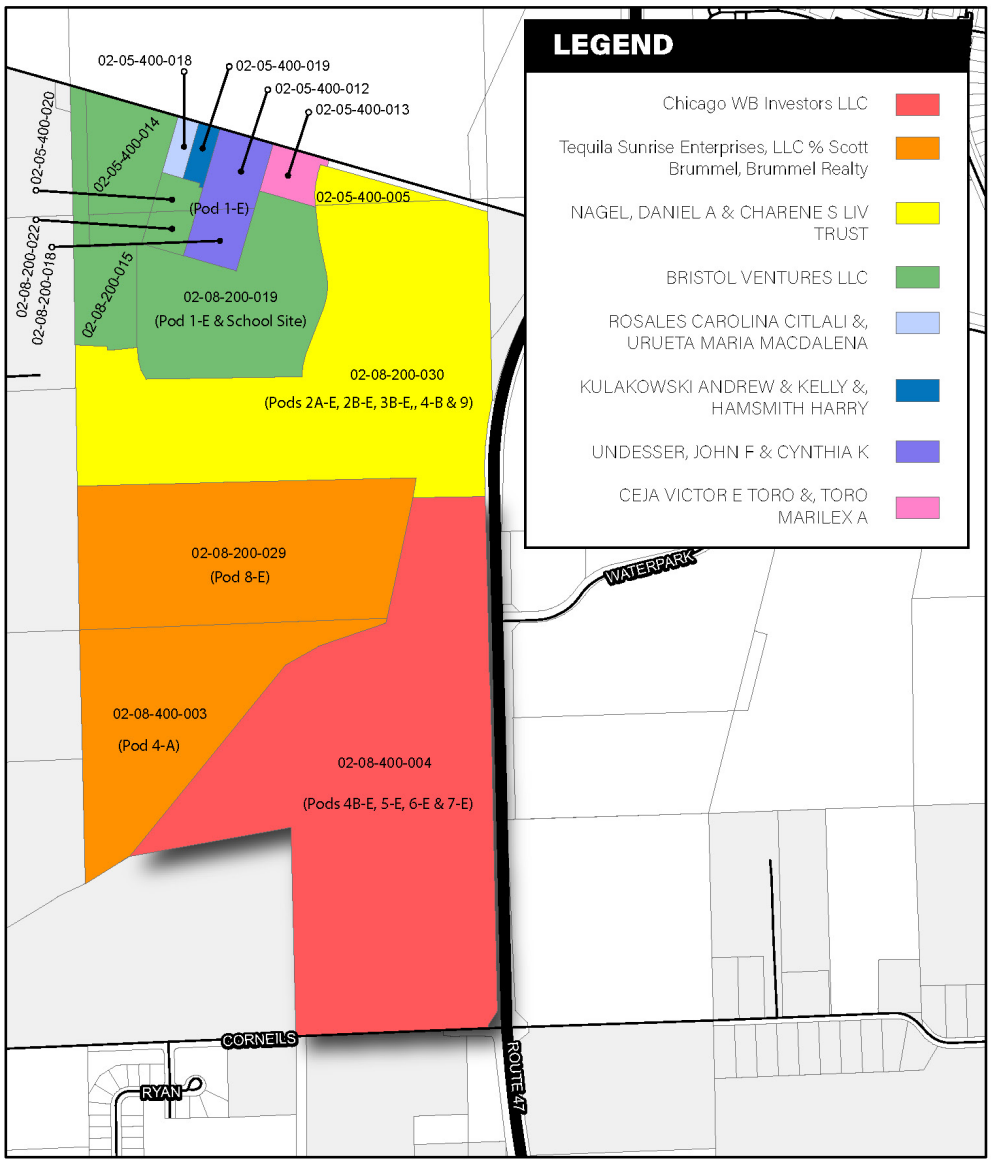
Exhibit "B"



Current Development Ownership & Infrastructure Improvement Status:

While Ocean Atlantic proceeded to install roadways and underground infrastructure in Pod 6 between 2006-2008 anticipating the construction of the 85 single-family dwelling units, the economic conditions in the housing market soured and the development stalled. The developer did not fulfill the repayment of the stormwater outfall recapture and portions of the annexed parcels were foreclosed upon and sold at auction. Below is a map of the current eight (8) successor landowners and their respective parcels within the East Village of Westbury planned unit development.

The current owner of Pod 6 (also referred to as Phase I), Chicago WB Investors, LLC, is interested in retaining the development entitlements for this area of the PUD and restarting the construction of the 85 single-family units in short order with the multi-family units in the near future. While the other landowners would like to unburden their property of the existing East Village of Westbury PUD site plan and financial obligations provided in the annexation agreements. This will allow the successor owners to either maintain their property in its current state or propose a different development plan or land use in the future.



Westbury Property Ownership Map

United City of Yorkville, Illinois
March 20, 2024

Proposed Repeal of Planned Unit Development:

In anticipation of construction restarting in Pod 6 and other potential land use changes proposed for other portions of the development, City staff and the representative for Chicago WB Investors, LLC, have been working since 2022 on language to repeal the PUD plan and reconcile the outstanding financial obligations of the former developer. The following summarizes the terms of the proposed repeal ordinance and Memorandum of Understanding agreed upon by the City and all successor property owners:

1. **Zoning** – The original and amended annexation agreements classified the East Village of Westbury as a Planned Unit Development (PUD) with underlying zoning designation of R-2 Single Family Residence District, R-4 General Multi-Family Residence District, and B-3 Service Business District.

    a. The repeal proposes that all property, except for those owned by Chicago WB Investors, shall immediately be rezoned into the current R-2 Single Family Traditional Residence District.

    b. The parcels owned by Chicago WB Investors (labeled as 4B-E, POD 5-E, POD 6-E and 7-E on "Exhibit B" of the repealing ordinance) shall retain their R-2 Single-Family and R-4 General Multi-Family residential zoning designation.

2. **Legal Non-Conforming Uses** - In addition to the successor owner's property being reverted back to the R-2 Single-Family Traditional Residence District zoning, certain owners have requested legal non-conforming status for existing land uses on their parcels.

    a. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e., farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

    b. With reference to Parcel Number 02-05-400-013 (2.48 acres), owned by Ceja Victor E. and Marilex A. Toro, common address 10292 Galena Rd., the classification of said parcel as R-2 Single Family Traditional Residence shall not affect current uses of the parcel (i.e., indoor storage and auto repair and maintenance performed in the outbuilding). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

3. **Planned Unit Development (PUD) Agreement** - That all obligations and conditions for development established in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the parcel owned by Chicago WB Investors, LLC.

    a. As part of this proposed ordinance repeal, this approximately 96-acre parcel (referred to as Phase I) will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes. A separate development agreement for Phase I is contemplated with the successor owner of this parcel.

4. **Future Approvals** – With the exception of Phase I owned by Chicago WB Investors, all future development approvals shall be subject to all current procedures required for entitlement as of the

time of development and all fees, land donations and assessments shall apply as any other property similarly zoned R-2 Single-Family Traditional Residence District.

a. Regarding the Phase I parcel, particularly Pod 6-E for the 85 single family units with current infrastructure, the city's engineering consultant performed an inspection and prepared a punchlist in 2021. That punch list was subsequently updated in July 2023. The majority of the site work done nearly 20 years ago consisted of roads, underground utilities (watermain, sanitary sewer, and storm sewer), and stormwater management. All of these improvements will need to be reinspected and a security guarantee provided before recording a revised final plat or future construction begins.

5. **School/Park Dedication Release** – The proposed ordinance to repeal the Planned Unit Development (PUD) for East Village of Westbury is contingent upon the following:

   a. A written release from Yorkville's School District 115 of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September 9, 2004.

      i. City Attorney Orr is currently working with the School District to secure the written release.

   b. The passage of this ordinance by the Corporate Authorities is confirmation of the City's release of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance 2004-36 by the repeal of said Ordinance 2004-36 as hereinabove stated.

6. **Development/Payment of Fees –** The proposed ordinance to repeal is further contingent upon:

   a. The Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres under a new Development Agreement.

   b. The Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

7. **Effective Date** – The proposed repeal will be effective immediately upon signature of all property owners, payment of outstanding fees, executed Phase I Development Agreement, and receipt of the written release from the school district.

Staff Comments:

Staff is supportive of the proposed repeal ordinance and execution of the memorandum of understanding by the City. This ordinance positions the 85 single-family lots in POD 6-E for easier take down by an interested builder, ensuring the completion of the public infrastructure and roadway improvements in Phase I. Further, it unencumbers the balance of the remaining parcels from the obligations of the existing Planned Unit Development (PUD) agreement should the owners decide to sell and/or redevelop. However, most importantly, the ordinance approval is subject to the developer of Phase I reimbursing the City of nearly $420,000 of previously written off bad debt. Funds unanticipated by the adopted FY 24 or proposed FY 25 budget.

The approval of the ordinance does not require a public hearing, therefore, should the matter proceed out of committee, staff has tentatively scheduled it for consideration before the entire City

Council at the **May 14, 2024** meeting. The City Attorney has drafted the attached repeal ordinance and memorandum of understanding for your review. Staff will be available at the EDC meeting to answer any questions.

Attachments:

1. Draft Ordinance Repealing A Planned Unit Development Agreement for the East Village of Westbury
    a. Exhibit A - List of Property Owners
    b. Exhibit B – Phase I Development Area
2. Executed Memorandum of Understanding by all property owners
3. East Village of Westbury Aerial Image/Location map
4. East Village of Westbury Property Ownership Map
5. Ord. 2004-36
6. Ord. 2006-34

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE REPEALING A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY

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

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer"*) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement"*) for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage"*) located in the City; and

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners"*); and,

WHEREAS, the Current Owners requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("*Phase I"*) further identified on *Exhibit B* attached hereto, which request the City was prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth, which confirmation has now been received.

WHEREAS, on May 9, 2006, there was recorded in the Office of the Recorder of Deeds of Kendall County, Illinois, Document No. 200600013759, entitled 'Memorandum of Contract Regarding Obligation to Dedicate School/Park Site'. To the extent that the City and / or the School District may be third party beneficiaries of any obligations, by the adoption of this Ordinance, all obligations, if any, reflected or referenced in said Memorandum, as therein contained, for School/Park Site dedication or cash in lieu thereof are waived and terminated.

NOW, THEREFORE, Be It Ordained by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois as follows:

Section 1. The foregoing Preambles are hereby made a part of and incorporated into this Ordinance as if fully restated and in this paragraph 1.

Section 2. The City hereby repeals Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities"*) on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth below:

a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,

b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

c. With reference to Parcel Number 02-05-400-013 (2.48 acres), owned by Ceja Victor E. and Marilex A. Toro, common address 10292 Galena Rd., the classification of said parcel as R-2 Single Family Traditional Residence shall not affect current uses of the parcel (i.e., indoor storage and auto repair and maintenance performed in the outbuilding). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

d. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes, both as marked on *Exhibit B*; and,

e. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

f. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September 9, 2004, t (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres upon execution of a development agreement; and (ii) the Current Owner of the Phase I agrees to pay

outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

g. The passage of this ordinance by the Corporate Authorities is confirmation of the City's release of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance 2004-36 by the repeal of said Ordinance 2004-36 as hereinabove stated.

h. Approval by the City of a Development Agreement by and between the Current Owner of Phase I.

Section 3: That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

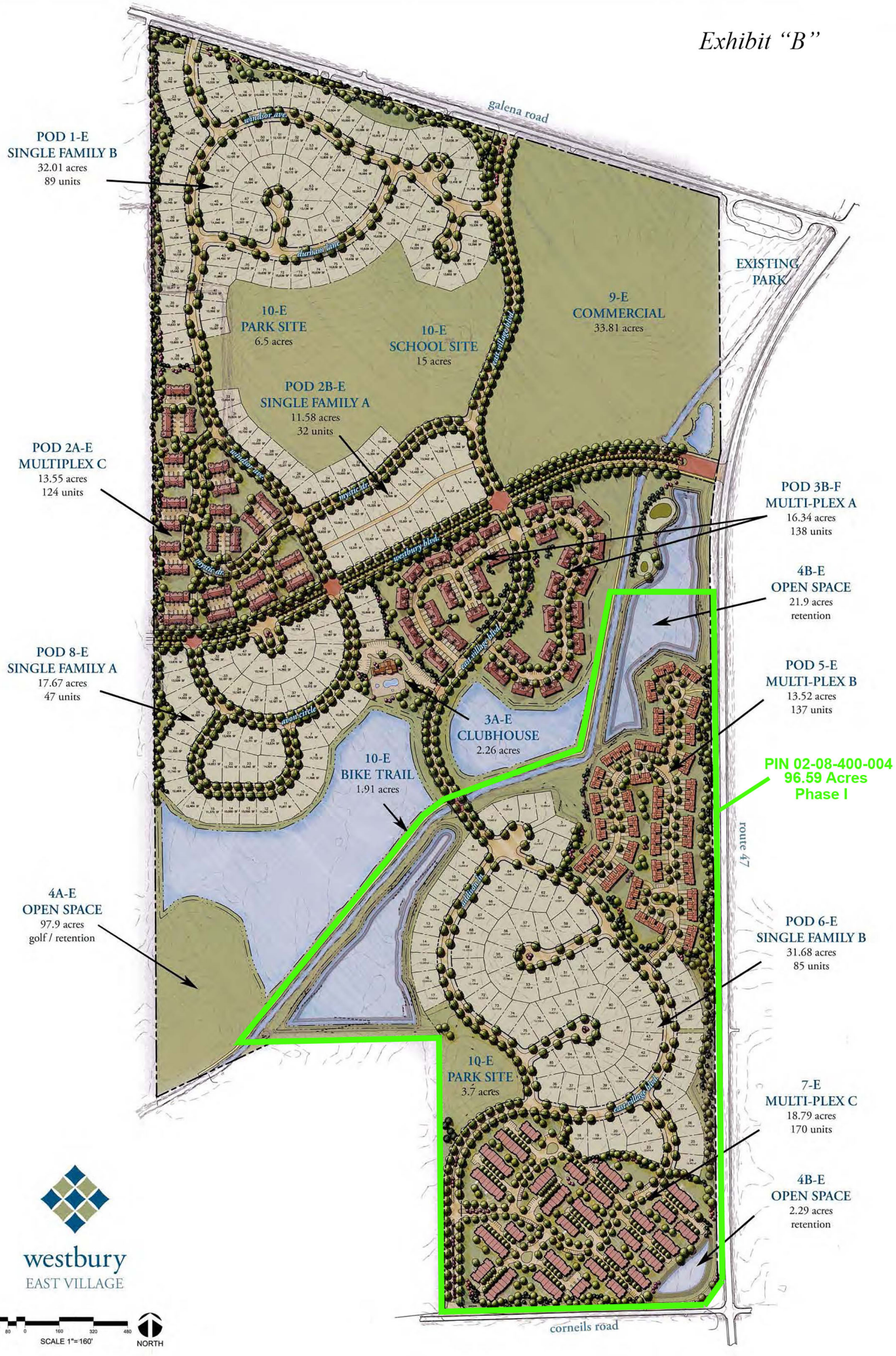
_____

MAYOR

WESTBURY EAST PARCEL OWNERSHIP AS OF 9-21-22 PER KENDALL COUNTY GIS RECORDS

No.	PIN	ACREAGE	Site Address	CURRENT OWNER OF RECORD	CURRENT OWNER OF RECORD ADDRESS
1	02-08-400-004	96.59	10153 Corneils Road	Chicago WB Investors LLC	129 E 10th ST #9, New York, New York 10003
2	02-08-400-003	29.65	-	Tequila Sunrise Enterprises, LLC % Scott Brummel, Brummel Realty	1107 S. Bridge St, STE D, Yorkville, IL 60560
3	02-08-200-029	42.87	-	Tequila Sunrise Enterprises, LLC % Scott Brummel, Brummel Realty	1107 S. Bridge St, STE D, Yorkville, IL 60560
4	02-08-200-030	70.63	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554
5	02-08-200-019	23.39	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
6	02-08-200-015	8.28	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
7	02-05-400-014	8.00	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
8	02-05-400-018	1.18	10346 GALENA RD	ROSALES CAROLINA CITLALI &, URUETA MARIA MACDALENA	10346 GALENA RD BRISTOL, IL, 60512
9	02-05-400-020	1.38	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
10	02-08-200-022	1.62	-	BRISTOL VENTURES LLC	10318 GALENA RD BRISTOL, IL, 60512
11	02-05-400-019	1.20	10326 GALENA RD	KULAKOWSKI ANDREW & KELLY &, HAMSMITH HARRY	10326 GALENA RD BRISTOL, IL, 60512
12	02-05-400-012	3.93	10318 GALENA RD	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
13	02-08-200-018	2.92	-	UNDESSER, JOHN F & CYNTHIA K	10326 GALENA RD BRISTOL, IL, 60512
14	02-05-400-013	2.71	10292 GALENA RD	CEJA VICTOR E TORO &, TORO MARILEX A	10292 GALENA RD BRISTOL, IL, 60512
15	02-05-400-005	2.38	-	NAGEL, DANIEL A & CHARENE S LIV TRUST	PO BOX 1069 SUGAR GROVE, IL, 60554

Exhibit "B"


galena road
POD 1-E
SINGLE FAMILY B
32.01 acres
89 units
windsor ave.
durham lane
10-E
PARK SITE
6.5 acres
10-E
SCHOOL SITE
15 acres
east village blvd.
9-E
COMMERCIAL
33.81 acres
EXISTING
PARK
POD 2B-E
SINGLE FAMILY A
11.58 acres
32 units
POD 2A-E
MULTIPLEX C
13.55 acres
124 units
windsor ave.
mystic dr.
westbury blvd.
mystic dr.
POD 3B-F
MULTI-PLEX A
16.34 acres
138 units
4B-E
OPEN SPACE
21.9 acres
retention
POD 8-E
SINGLE FAMILY A
17.67 acres
47 units
east village blvd.
POD 5-E
MULTI-PLEX B
13.52 acres
137 units
moon circle
3A-E
CLUBHOUSE
2.26 acres
10-E
BIKE TRAIL
1.91 acres
PIN 02-08-400-004
96.59 Acres
Phase I
route 47
4A-E
OPEN SPACE
97.9 acres
golf / retention
allison ln.
POD 6-E
SINGLE FAMILY B
31.68 acres
85 units
10-E
PARK SITE
3.7 acres
east village blvd.
7-E
MULTI-PLEX C
18.79 acres
170 units
4B-E
OPEN SPACE
2.29 acres
retention
corneils road
westbury
EAST VILLAGE
160 80 0 160 320 480
SCALE 1"= 160'
NORTH

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE APPROVING A MEMORANDUM OF UNDERSTANDING REGARDING THE EAST VILLAGE OF WESTBURY

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

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer"*) acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement"*) for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage"*) located in the City; and

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners"*); and,

WHEREAS, the Current Owners requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("*Phase I"*) further identified on *Exhibit B* attached hereto, which request the City was prepared to consider conditioned upon the approval by the Current Owners the terms and conditions as set forth in the Memorandum of Understanding attached hereto; which has now been received.

NOW, THEREFORE, Be It Ordained by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois as follows:

Section 1. The foregoing Preambles are hereby made a part of and incorporated into this Ordinance as if fully restated and in this paragraph 1.

Section 2. The Memorandum of Understanding by and between the City and the Current Owners, as defined therein, is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Memorandum.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
    b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

    c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

e. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this_____day of_____, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

PIN No. 02-05-400-013

By: _____
Victor E. Toro Ceja

Attest:

_____
Marilex A. Toro

SIGNATURE PAGE ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

_____

AGREED AND APPROVED:

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: _____
John Undesser
10318 Galena Road
Bristol, IL 60512

BY: _____
Richard A. Undesser, Jr.
1162 Chicago Road
Friendship, WI 53934

Being all of the Members and Managers of
BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT
AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS FOR THE
BENEFIT OF MARILEX TORO AND VICTOR TORO

NOW COMES, the United City of Yorkville, hereinafter referred to as "City", and MARILEX TORO and VOCTOR TORO who to supplement and make a part of any Ordinance including the Memorandum of Understanding Memorandum of Understanding Regarding the Repeal of a Planned Unit Development Agreement for the East Village of Westbury, the United City of Yorkville, Kendall County, Illinois for the benefit of MARILEX TORO AND VICTOR TORO agree to the following additional language as it affects the Real Property owned by MARILEX TORO AND VICTOR TORO in the United City of Yorkville, Kendall County:

1. WHEREAS, MARILEX TORO AND VICTOR TORO have agreed to enter into and execute the Memorandum of Understanding Memorandum of Understanding Regarding the Repeal of a Planned Unit Development Agreement for the East Village of Westbury, the United City of Yorkville, Kendall County, Illinois for the benefit of MARILEX TORO AND VICTOR TORO to which this Addendum is attached.
2. They are the Owners of Fee Title to real property identified as Tax Parcel No. 02-05-400-013, a copy of which is attached hereto and incorporated herein by reference.
3. That they were the Purchasers of a Single Family Residence and outbuilding formerly used as a turkey processing plant by the Undesser Family, the Owners of some of the adjoining land to the subject real property owned by MARILEX TORO AND VICTOR TORO.

4. That in repealing the Planned Unit Development Agreement for Westbury Subdivision, it is the desire of MARILEX TORO AND VICTOR TORO to have their property revert to an A-1 Zoning Class in the United City of Yorkville.

5. MARILEX TORO AND VICTOR TORO wish to retain the current uses on the subject property which is a car repair shop fully contained within the outbuilding located on the above referenced tax parcel number that was used for a turkey processing plant by the Undesser Family; and to permit indoor storage within said building; all of which would be legal nonconforming uses to which they are entitled to maintain under the United City of Yorkville A-1 Agricultural Zoning District.

6. Nothing contained in the attached original Memorandum of Understanding regarding the repeal of the Planned Unit Development Agreement for the East Village of Westbury, or any Ordinance passed hereby shall impede or otherwise cause any interruption of the legal nonconforming uses of MARILEX TORO AND VICTOR TORO thereof.

7. That this Addendum shall be attached to the Memorandum of Understanding Memorandum of Understanding Regarding the Repeal of a Planned Unit Development Agreement for the East Village of Westbury, the United City of Yorkville, Kendall County, Illinois for the benefit of MARILEX TORO AND VICTOR TORO, and the Ordinance to be passed by the United City of Yorkville repealing the Planned Unit Development for the East Village of Westbury Subdivision.

The United City of Yorkville

By:

_____

Mayor

_____

City Clerk

Dated:_____

_____
Marilex Toro

Dated:_____

_____
Victor Toro

Dated:_____

STATE OF ILLINOIS)
)ss.
COUNTY OF KENDALL)

Marilex and Victor Toro, being first duly sworn on oath, deposes and states that they are the Petitioner herein; that they have read the above and foregoing Addendum to the Memorandum of Understanding and know the contents thereof; and that the same are true and correct.

_____
Marilex Toro

_____
Victor Toro

Subscribed and sworn before me this

15th day of November, 2023

"OFFICIAL SEAL"
ROBIN E GUZMAN
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 326084
MY COMMISSION EXPIRES 10/26/2027

Robin E. Guzman
Notary Public

Prepared by & Return to:

Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560
630-553-9500

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; provided however, the current farming, grain storage, trucking repair and maintenance operations on Parcels No. 02-08-200-018 and 02-05-400-012 shall be allowed to remain as legal non-conforming uses and,

    b. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I; and,

    c. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

d. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this 25 day of August, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

[List Each Owner]

By: _____

Attest: _____

MICHAEL A WRIGHT
STATE OF ILLINOIS
NOTARY PUBLIC
COMMISSION #691366
EXPIRES MARCH 18 2027

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; provided however, the current farming, grain storage, trucking repair and maintenance operations on Parcels No. 02-08-200-018 and 02-05-400-012 shall be allowed to remain as legal non-conforming uses and,

    b. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I; and,

    c. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

d. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this 9 day of Sept, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

[List Each Owner]

By: Carolina C. Rosales

By: Magdalena Ortiz

MICHAEL A WRIGHT
STATE OF ILLINOIS
NOTARY PUBLIC
COMMISSION #891306
EXPIRES MARCH 18 2027

Attest:

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
    b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

    c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

e. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this 4th day of MAY, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

[List Each Owner]

By: _____

Attest:

_____ 5/4/2023

CAMILE TAYLOR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01TA6137717
Qualified in Nassau County
Commission Expires January 8, 2026

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
    b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

    c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

e. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this_____day of_____, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

[List Each Owner]

By: _____

Attest:

_____

SIGNATURE PAGE ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

_____

AGREED AND APPROVED:

BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: John Undesser
John Undesser
10318 Galena Road
Bristol, IL 60512

BY: Richard A. Undesser Jr.
Richard A. Undesser, Jr.
1162 Chicago Road
Friendship, WI 53934

Being all of the Members and Managers of
BRISTOL VENTURES, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
    b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

    c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

e. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this 28th day of July, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

[List Each Owner]

By: Daniel A Vogel
7/23/23

Attest:

MEMORANDUM OF UNDERSTANDING REGARDING THE REPEAL OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE EAST VILLAGE OF WESTBURY, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

WHEREAS, Ocean Atlantic/PFG-Westbury, LLC, a Delaware limited liability company (the "*First Developer*") acquired, annexed, rezoned and engineered an approved Planned Unit Development pursuant to An Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement, as amended (the "*Planned Unit Development Agreement*") for the East Westbury Subdivision consisting of three hundred (300) acres (the "*Acreage*") located in the United City of Yorkville, Kendall County, Illinois (the "*City*"); and,

WHEREAS, the First Developer was unable to proceed with the construction of the Planned Unit Development and lost control of and to all rights to the entire Acreage; and,

WHEREAS, the loss of control and all rights resulted in the entire Acreage being currently owned by the eight (8) owners listed on *Exhibit A* attached hereto, each owner having remained in ownership or by having acquired that portion of the Acreage as identified by the parcel numbers listed with the owner's name (the "*Current Owners*"); and,

WHEREAS, the Current Owners have requested the City to repeal the approved Planned Unit Development Agreement for the Acreage with the exception of those labeled 4B-E, POD 5-E, POD 6-E and 7-E ("Phase I") further identified on *Exhibit B* attached hereto, which request the City is prepared to consider conditioned upon the written confirmation from each of the Current Owners of their acceptance of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the sufficiency of which is hereby acknowledged by the City and the Current Owners, the City and each of the Current Owners agree as follows:

1. The foregoing Preambles are hereby made a part of and incorporated into this Memorandum of Understanding as if fully restated and in this paragraph 1.

2. The City hereby agrees to repeal Ordinance No. 2004-36 adopted by the Mayor and City Council (the "*Corporate Authorities*") on September 9, 2004, as follows, subject to the satisfaction of the conditions set forth in paragraph 3 below:

    a. That the Acreage shall immediately be rezoned R-2 Single-Family Traditional Residence District, said R-2 District being its underlying zoning district for the Acreage; and,
    b. With reference to Parcels Numbered 02-08-200-018 (2.91 acres) and 02-06-400-012 (3.93 acres), owned by John Undesser and Cynthia Undesser, the classification of said parcels as R-2 Single Family Traditional Residence, shall not affect the current uses of the parcels (i.e. farming operations, hay, straw, grain storage, truck and trailers, repairs and maintenance, and recreational vehicles). The foregoing non-commercial uses of the property are acknowledged by the City to be, and shall remain as, Legal Non-Conforming Uses in the Zoning District.

    c. That all obligations and conditions for development of the Acreage as set forth in the Planned Unit Development Agreement shall be deemed cancelled upon the repeal of Ordinance No. 2004-36 adopted by the Corporate Authorities on September 9, 2004, and Ordinance No. 2006-34 on April 25, 2006, with exception and exclusion of the area designated as Phase I. As part of this proposed ordinance repeal, Phase I will retain its current rights to build 85 units of Single Family, and 307 units of multi-plex/townhomes,

both as marked on Exhibit B; and,

d. That whenever development of the Acreage occurs, with the exception of Phase I, all development approvals shall be subject to all procedures required for approvals as of the time of development and all fees, land donations and assessments shall apply to the Acreage as are applicable to all developments within the R-2 zoning district.

e. That the foregoing covenants and agreements are contingent upon (i) a written release from Yorkville's School District 115 and the City of the 18.1 acres dedicated as school/park site as stated in Paragraph 14 of Ordinance No. 2004-36 and adopted by the Corporate Authorities on September, 9, 2004; (ii) the Current Owner of Phase I identified as PIN 02-08-400-004 agrees to proceed with the development of residential units on 96.59 acres; and (iii) the Current Owner of the Phase I agrees to pay outstanding fees owed to the City in the amount of $418,952.50 for Rob Roy Storm Sewer Outfall installation and previously incurred engineering consultant fees in accordance with the terms and conditions negotiated between said Current Owner and the City from the proceeds of an initial closing to a home builder.

3. This Memorandum of Agreement may be signed in counterparts.

Dated this 28th day of July, 2023.

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Attest:

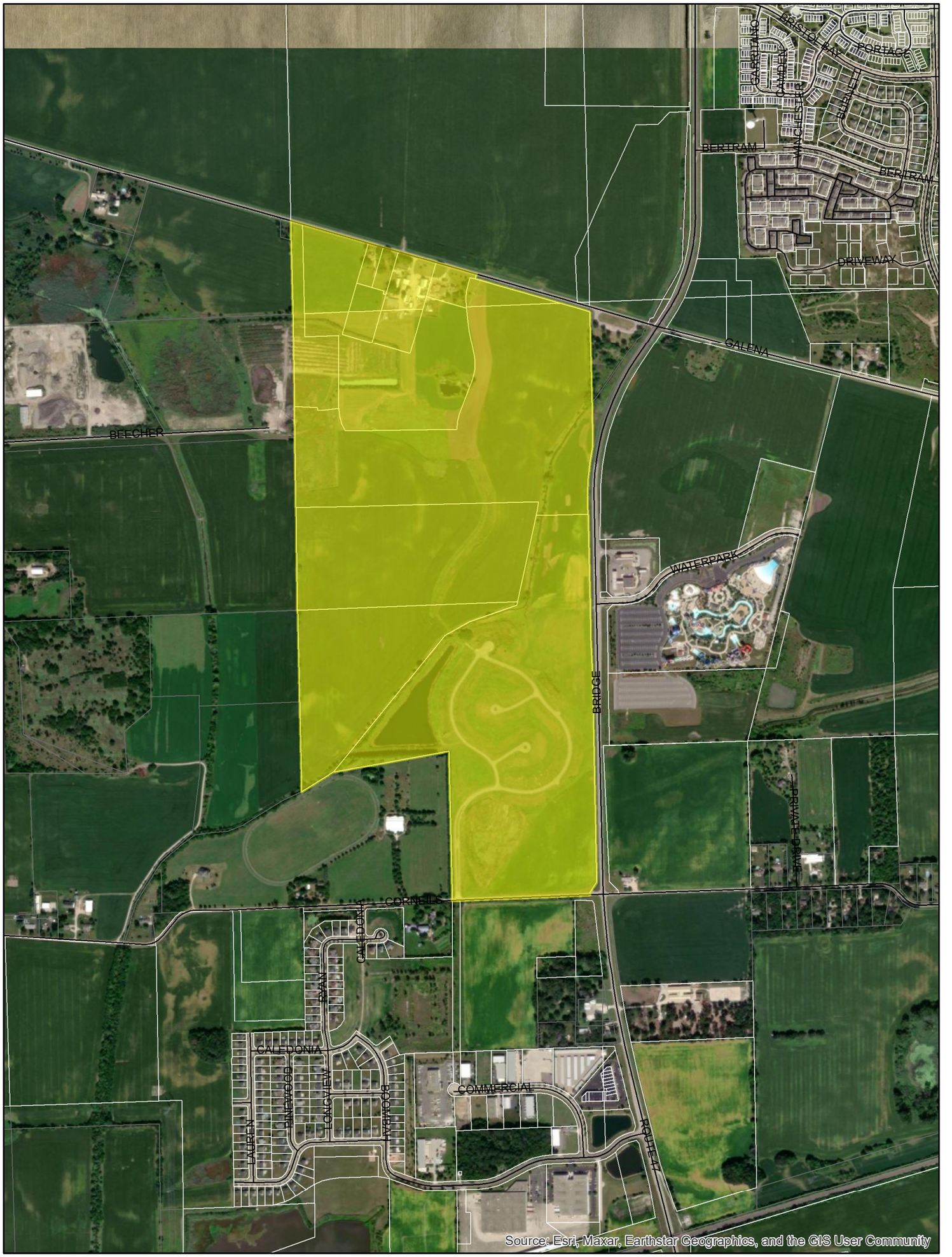
_____
City Clerk

[List Each Owner]

By: _____

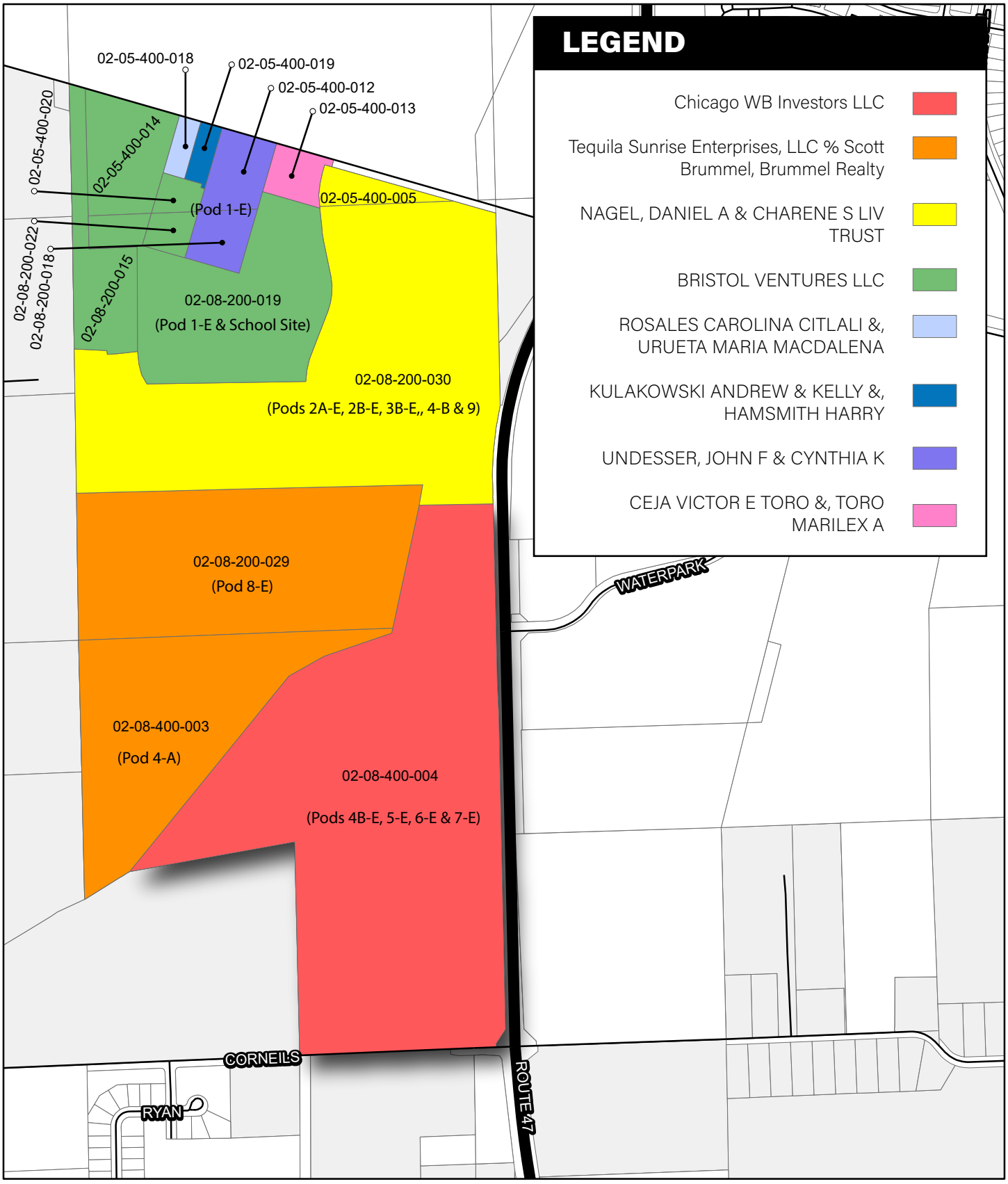
Attest:

_____



Location Map - East Village of Westbury

United City of Yorkville, Illinois
March 20, 2024



Westbury Property Ownership Map

United City of Yorkville, Illinois
March 20, 2024

200500004985
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
02-18-2005 At 01:28 pm.
ORDINANCE 272.00

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

ORDINANCE NO. 2004 - 36

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT OF OCEAN ATLANTIC, A DELAWARE LIMITED LIABILITY COMPANY, AND THE ESTATES OF RICHARD A. UNDESSER AND HENRIETTA UNDESSER (Westbury Village Subdivision)

WHEREAS, it is in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Amendment to Annexation Agreement, Annexation and Planned Unit Development Agreement pertaining to the annexation and development of the real estate described on Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said Amendment to Annexation Agreement, Annexation and Planned Unit Development Agreement has been drafted and has been considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1 (2002), as amended, for the execution of said Amendment to Annexation Agreement, Annexation and Planned Unit

Development Agreement has been fully complied with; and

WHEREAS, the property is contiguous to the City, and not within the boundaries of any other municipality.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: That the Mayor and City Clerk are herewith authorized and directed to execute, on behalf of the City, an Amendment to Annexation Agreement, Annexation and Planned Unit Development Agreement concerning the annexation and development of the real estate described therein, a copy of which Amendment to Annexation Agreement, Annexation and Planned Unit Development Agreement is attached hereto and made a part hereof.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

WANDA OHARE	Y	JOSEPH BESCO	a
VALERIE BURD	Y	PAUL JAMES	Y
LARRY KOT	present	MARTY MUNNS	a
ROSE SPEARS	N	RICHARD STICKA	Y

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 22nd day of June, A.D. 2004.

Arthur Koukoulas
MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this

22nd day of June, A.D. 2004.

Attest: Elizabeth E. Dawna
Deputy CITY CLERK

UNITED CITY OF YORKVILLE Corporate SEAL KENDALL CO. IL

Prepared by & Return to:
Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560
630.553.9500

EXHIBIT LIST

Exhibit "A" - "Full" legal description

EXHIBIT A

PARCEL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 62 DEGREES EAST 9.37 CHAINS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO THE SOUTH LINE OF SAID SECTION 8; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING, (EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION DATED JANUARY 22, 1931 AND RECORDED FEBRUARY 17, 1931 IN DEED RECORD 77, PAGE 583, AND ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, FOR USE OF DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED DATED NOVEMBER 5, 1990 AND RECORDED JANUARY 8, 1991 AS DOCUMENT 910147), IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

Copyright © 2003 Cemcon, Ltd. All rights reserved.

AMENDMENT TO ANNEXATION AGREEMENT,

ANNEXATION AGREEMENT AND

PLANNED UNIT DEVELOPMENT AGREEMENT

(The Westbury Village Subdivision)

TABLE OF CONTENTS

		Page
RECITALS:		1
1.	LEGAL CONFORMANCE WITH LAW	3
2.	ANNEXATION.	4
3.	ZONING.	4
4.	SUBDIVISION OF UNDESSER PROPERTY	5
5.	DEVIATIONS FROM LOCAL CODES	7
6.	UTILITIES AND PUBLIC IMPROVEMENTS.	7
7.	SECURITY INSTRUMENTS.	14
8.	PROCEDURE FOR ACCEPTANCE OF ANY PUBLIC IMPROVEMENTS.	15
9.	AMENDMENTS TO ORDINANCES.	15
10.	BUILDING PERMITS AND RELATED INSPECTIONS.	19
11.	BUILDING CODE.	20
12.	FEES AND CHARGES.	20
13.	CONTRIBUTIONS.	20
14.	OWNERS'S/DEVELOPER'S CONTRIBUTIONS.	21
15.	PROJECT SIGNS.	24
16.	CERTIFICATES OF OCCUPANCY.	25
17.	MODEL HOMES, PRODUCTION UNITS, SALES TRAILERS AND CLUBHOUSE	25
18.	CONTRACTORS' TRAILERS.	26
19.	TEMPORARY SALES OFFICE TRAILERS.	26
20.	TEMPORARY PARKING.	26
21.	OVERSIZING OF IMPROVEMENTS.	27
22.	LIMITATIONS.	27
23.	RECAPTURE AGREEMENTS.	27
24.	SPECIAL SERVICE AREA.	27
25.	ON SITE PUBLIC IMPROVEMENTS	29
26.	OFFSITE EASEMENTS AND CONSTRUCTION	30
27.	DISCONNECTION.	30
28.	CONFLICT IN REGULATIONS	30
29.	ANNEXATION FEE.	30
30.	TRANSFER.	30
31.	CITY ASSISTANCE.	31
32.	GENERAL PROVISIONS.	31
33.	LIST OF EXHIBITS	38

R DJC 02 MJF

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

David S. Warner
Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603
(312) 263-3600
Fax: (312)-578-6666

**AMENDMENT TO ANNEXATION AGREEMENT,
ANNEXATION AGREEMENT AND
PLANNED UNIT DEVELOPMENT AGREEMENT**
(The Westbury Village Subdivision)

THIS AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT including all Exhibits and attachments ("**Agreement**"), is made and entered as of the 9th day of September, 2004, by and between OCEAN ATLANTIC CHICAGO, LLC, a Delaware Limited Liability Company ("**DEVELOPER**"), RICHARD A. UNDESSER, JR. and JOHN F. UNDESSER AS CO-EXECUTORS OF THE ESTATE OF HENRIETTA UNDESSER, DECEASED, Administered in the Circuit Court for the 16th Judicial Circuit, Kendall County, Illinois, Case No. 02 P 64 ("OWNER A"), RICHARD A. UNDESSER, JR. AND JOHN F. UNDESSER AS CO-EXECUTORS OF THE ESTATE OF RICHARD A. UNDESSER, SR., DECEASED, Administered in the Circuit Court for the 16th Judicial Circuit, Kendall County, Illinois, Case No.. 01 P 95 ("OWNER B") OCEAN ATLANTIC/PFG-WESTBURY, LLC ("OWNER C"), hereinafter OWNERS A, B, and C are referred to collectively as **"OWNERS"** and the UNITED CITY OF YORKVILLE ("**CITY**"), a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois by and through its Mayor and Aldermen ("**Corporate Authorities**"). OWNERS, DEVELOPER and CITY are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. OWNERS are the owners of record of those certain parcels of real estate legally described on Exhibit "A" attached hereto ("**Undesser Property**").

B. Richard A. Undesser in his lifetime and, Henrietta Undesser in her lifetime and CITY, did make that certain Annexation Agreement dated July 1, 1997 ("the **1997 Annexation Agreement**") with CITY which provided for, among other things, the annexation of a portion of the Undesser Property to CITY.

C. OWNERS desire to annex additional property legally described on Exhibit "B" attached hereto (the **"Annexation Parcel"**), to CITY for the purposes of developing one contiguous planned unit development (PUD) known as the Westbury Village Subdivision

(approximately 300 acres). The Annexation Parcel is comprised of 43 acres more or less and is shown on the Plat of Annexation attached hereto as Exhibit "B-1". The Annexation Parcel is contiguous with the existing corporate limits of CITY, and is not within the boundary of any other municipality.

D. 1. The Annexation Parcel is located within the Bristol Kendall Township Fire Protection District, the Bristol Township Road District and will remain within the jurisdiction of the Bristol Kendall Fire Protection District and, upon annexation, will be served by CITY'S public library.

2. The corporate authorities of CITY, after due and careful consideration, have concluded that the annexation of the Annexation Parcel to CITY would further the growth of CITY, enable CITY to control the development of the area and serve the best interests of CITY.

E. OWNERS and DEVELOPER desire to proceed with the development of the Undesser Property and the Annexation Parcel (hereinafter collectively referred to as the (**"Subject Property"**) for residential and commercial use in accordance with the terms and provisions of this Agreement.

F. OWNERS and DEVELOPER further desire to amend the 1997 Annexation Agreement as it pertains to, and in accordance with, the terms and provisions of this Agreement in order to facilitate the development of the Subject Property for a residential Planned Unit Development, and CITY is agreeable to amending the 1997 Annexation Agreement in accordance with the terms and provisions of this Agreement. This Agreement is not intended, and shall not be construed, to alter or amend the 1997 Annexation Agreement and the rights, duties and obligations thereunder as the same pertains to the real estate that is the subject of the 1997 Annexation Agreement, except as modified by this Agreement.

G. OWNERS and DEVELOPER propose that a portion of the Subject Property be rezoned from Kendall County A-1 Agricultural and United CITY of Yorkville B-3 Service Business District and A-1 Agricultural, to United CITY of Yorkville Planned Unit Development with zoning districts ("Amended Zoning Districts") of B-3 Service Business District (with the area designated special use B-3 in the 1997 Annexation Agreement surviving with this Agreement but only over that area as described in the 1997 Agreement), R-2 One Family Residence District, and R-4 General Residence District. A legal description of each of the Amended Zoning Districts is attached hereto and made a part hereof as Exhibit "B-2". A graphic description of the Amended Zoning District is attached hereto as Exhibit "B-3".

H. All public hearings, as required by law, have been duly held by the appropriate hearing bodies of CITY upon the matters covered by this Agreement.

I. CITY and DEVELOPER have given all appropriate notices due to be given pursuant to applicable provisions of the Illinois Compiled Statutes and CITY Ordinances.

J. The Corporate Authorities, after due and careful consideration, have concluded that the amendment of the 1997 Annexation Agreement in accordance with the terms and

provisions of this Agreement, and the rezoning, subdivision and development of the Subject Property as provided for herein, will inure to the benefit and improvement of CITY in that it will increase the taxable value of the real property within its corporate limits, promote the sound planning and development of CITY and will otherwise enhance and promote the general welfare of the people of CITY.

K.

(i) Each party agrees that it is in the best interests of the OWNERS, DEVELOPER and CITY to develop the Subject Property as a Planned Unit Development (PUD) establishing a unique character and to provide for the orderly flow of traffic in the development and to adjoining real property

(ii) Each party agrees that it is in the best interest of the local governmental bodies affected and the DEVELOPER and OWNERS to provide for specific performance standards in the development of the Subject Property.

(iii) The Annexation Parcel is located contiguous to the corporate boundaries of CITY; and is not within the corporate boundaries of any other municipality.

L. It is the desire of CITY, DEVELOPER and OWNERS that the development and use of the Subject Property proceed as conveniently as may be, in accordance with the terms and provisions of this Agreement, and be subject to the applicable ordinances, codes and regulations of CITY now in force and effect, except as otherwise provided in this Agreement.

M. CITY's Plan Commission has considered the Petition, and CITY Council has heretofore both requested and approved the proposed land use and the zoning of the same at the request of OWNERS and DEVELOPER.

N. The OWNERS and DEVELOPER and their representatives have discussed the proposed annexation of the Annexation Parcel and have held public meetings with the Plan Commission and CITY Council, and prior to the execution hereof, notice was duly published and a public hearing was held to consider this Agreement, as required by the statutes of the State of Illinois in such case made and provided.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties hereto agree to enter into this Agreement and to supplement the Petition for Zoning and Annexation and drawings submitted therewith, including the approved Preliminary PUD Plan and Plat of Subdivision to be approved by CITY Council upon the following terms and conditions and in consideration of the various agreements made between the parties, hereby agree as follows:

1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant to and in accordance with the provisions of CITY Ordinances and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.

RDS ad MJF

2. ANNEXATION.

A. As to the Annexation Parcel, 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) and with respect to the Subject Property, this Agreement is made pursuant to the Planned Unit Development requirements of Illinois Compiled Statutes and the Special Use Ordinance of CITY; 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 Section 5/11-15.1-3, of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 2000), in regard to publication and notice have been met prior to the date fixed for the hearing on the proposed Agreement.

B. As to the Annexation Parcel, the proper parties have filed with CITY Clerk of CITY a proper Petition for Annexation and this Agreement is entered into after public hearing(s) before the applicable corporate authorities of CITY, which hearings were held in accordance with the provisions of the Statutes of the State of Illinois.

C. Upon the execution of this Agreement by the OWNERS and Developer, CITY shall execute this Agreement and enact ordinances necessary to annex the Annexation Parcel into the corporate limits of CITY pursuant to the Petition for Annexation and subject to the terms of this Agreement. It is agreed that 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 Annexation Parcel to CITY is legally challenged by any person or entity by an action at law or in equity, CITY shall: (i) cooperate with the OWNERS and Developer 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 Annexation Parcel and/or other properties to CITY so that the annexation of Annexation Parcel to CITY can be sustained and/or effected.

3. ZONING. Contemporaneously with the annexation of the Annexation Parcel and the execution of this Agreement, the Corporate Authorities shall adopt such ordinances as may be necessary and appropriate to amend the Zoning Ordinance of CITY such that the Subject Property can be zoned and used within the following zoning classifications: B-3 Service Business District with special use, R-2 One Family Residence District, and R-4 General Residence District, all as depicted on Exhibit B-3, attached hereto and made a part hereof. The zoning map of CITY shall thereupon be modified to reflect the classifications of the Subject Property as aforesaid. The existing uses on the Property may continue to operate as non-

conforming uses until such time as a final plat is approved for the affected portion of the Property.

4. SUBDIVISION OF UNDESSER PROPERTY.

A. Approval of Preliminary PUD Plan.

(i) DEVELOPER has submitted to CITY a Preliminary PUD Plan and Plat for the Subject Property (prepared by The Lannert Group (with a latest revision date of April 30, 2004), a copy of which Preliminary PUD Plan Plat is attached hereto and made a part hereof as Exhibit "C" ("**Preliminary PUD Plan and Plat**"). Hereinafter, the term "Preliminary PUD Plan and Plat" shall be referred to as the "Preliminary PUD Plan". DEVELOPER has also submitted to CITY a Preliminary Open Space Plan, a Buffer Yard Planting Plan, a Landscape Plan-Area Details and a Sign Package Plan Sheet for the subject property (prepared by the Lannert Group, all with the latest revisions dated of April 30, 2004) which combined are referred to as the Preliminary Landscape Plan and are attached hereto as Exhibit "D" and a "Preliminary Engineering Plan" prepared by Cemcon, Ltd. with latest revision date as of April 29, 2004, a copy of which Preliminary Engineering Plan is attached hereto as Exhibit "E" ("**Preliminary Engineering Plan**"). The Preliminary PUD Plan, Preliminary Landscape Plan and Preliminary Engineering Plan are collectively referred to as the "**Preliminary Plans**". Prior to execution of this Agreement, DEVELOPER has submitted the Preliminary PUD Plan to the Plan Commission of CITY. In accordance with the Preliminary PUD Plan, the Subject Property shall be developed in substantial conformance with the single-family detached and single-family attached dwelling unit pods and commercial area pod as set forth in the Preliminary PUD Plan, with a total buildable subdivided lot count not to exceed 289 of one-family detached lots, and 601 single-family attached units. The single-family attached units shall consist of 296 Townhome Units and 305 Courtyard Home Units. The Commercial Area shall be 22.7 acres, subject to Final Plat and Final Engineering review, as defined in Paragraph 3.B. hereof. As used in this Agreement, the term "Courtyard Home" shall mean townhome type units situated around a center court with rear garage entry.

(ii) The DEVELOPER or any OWNER shall submit Final PUD Plans and Plats in such phases as DEVELOPER or any OWNER chooses, that substantially conform with the Preliminary PUD Plan, for review and approval in accordance with CITY Ordinances.

(iii) The Subject Property shall be developed in the manner and in accordance with the Preliminary PUD Plan, and such development shall be in conformance with CITY's Zoning Ordinance, Subdivision Regulations, Building Code, and other CITY ordinances, codes, rules and regulations pertaining to the development of the Subject Property as provided in

Paragraph 4B of this Agreement, except as otherwise modified or varied pursuant to the terms of this Agreement. The engineering design for the unit layouts, sanitary sewer, water, storm sewer service and the storm water retention/detention, as well as the streets and sidewalks within, upon and serving the Subject Property, shall be in substantial conformance with the approved Preliminary Engineering Plan.

(iv) DEVELOPER is authorized to undertake mass earthwork and grading of the Subject Property, or so much thereof as DEVELOPER shall choose, after approval of the Preliminary PUD Plan and prior to approval of the Final PUD Plan and Plat and Final Engineering and in accordance with CITY's Soil Erosion and Sediment Control Ordinance, at Developer's sole risk.

B. Approval of Final PUD Plan and Plat and Final Engineering.

(i) DEVELOPER and OWNERS shall have the right to develop the Subject Property in such number of phases or units (individually a "**Phase of Development**" and collectively the "**Phases of Development**") as DEVELOPER or OWNERS may from time to time determine in their sole discretion upon submittal of a Final Plat for such phase or phases. CITY may require Final Engineering for certain elements of additional phases as they may affect the final plat for which approval is sought. Nothing herein requires construction of elements outside of the phase of development for which final plat approval is sought except to the extent that any public utility improvements are required to serve the platted subject phase.

(ii) Upon the submittal by DEVELOPER or OWNERS to CITY of a final plat of subdivision ("**Final Plat**"), final landscape plan ("**Final Landscape Plan**") and final engineering plans ("**Final Engineering Plan**") for a Phase of Development, which substantially conform with the approved Preliminary PUD Plan and approved Preliminary Engineering Plan as to such Phase of Development, CITY shall promptly approve such Final Plat, so long as it is in substantial conformity with the approved Preliminary PUD Plan, and in compliance with applicable law, and cause the Final Plat to be duly recorded with the Kendall County Recorder's office provided DEVELOPER, or OWNERS as the case may be, comply with applicable CITY regulations pertaining to (a) the posting of the applicable Security Instruments, as defined in Paragraph 7 of this Agreement, for such Phase of Development, and (b) the payment of applicable fees to CITY as provided for in this Agreement. CITY shall cooperate with DEVELOPER and OWNERS to secure such approvals as may be required by other governmental authorities with jurisdiction. The Final Plat, Final Landscape Plan and Final Engineering Plan are referred to herein collectively as the "**Final Plans**".

(iii) CITY acknowledges that additional time than that accorded in CITY's Subdivision Regulations may be required before DEVELOPER or OWNERS can submit one or more final plats of subdivision for approval, due to time required for construction of sanitary sewer lines and expansion of off-site sanitary sewer plant capacity. Accordingly, DEVELOPER and OWNERS shall have seven (7) years from the date of approval of the Preliminary PUD Plan to submit any final plat for review and approval, notwithstanding any shorter time period for such submittal in any applicable ordinance, code or regulation. Should a final plat be tendered for review and approval subsequent to the expiration of said seven (7) year period, then prior to approval CITY shall have the right to require the final plat to comply with the CITY'S ordinances, rules, regulations and codes prevailing at that time regarding the development of a residential subdivision, except that the application of any such ordinance, rule, regulation or code shall not result in a reduction of the number of residential building lots approved in this Agreement (as shown on the Preliminary Plan for the Subject Property) nor result in any subdivided lot or structure constructed within the Subject Property being classified as non-conforming, notwithstanding any provision of this agreement to the contrary.

(iv) Concurrent with submittal of a Final Plat for CITY's review, DEVELOPER shall submit to CITY for its review a copy of the Declaration of Covenants, Conditions and Restrictions (or similarly named document) ("**Declaration**") which will be used by DEVELOPER and OWNERS to establish the covenants, conditions and restrictions for such Phase of Development. The Declaration shall provide for the authority of DEVELOPER to establish an association or associations of homeowners (each a **"Homeowners Association"**) which shall have Primary Responsibility, for the ownership, care and maintenance of the common open space areas within the Subject Property as listed in Exhibit "F" attached hereto ("**Common Facilities Plan**") and the collection of assessments from the association members to defray the cost thereof. The Declaration shall be recorded for each Phase of Development simultaneously with the recording of the Final Plat for each Phase of Development. The Backup or Latent SSA, as defined in Paragraph 24 of this Agreement, shall be utilized by CITY to carry out the Secondary Responsibility, as defined in said Paragraph (24), to fund the cost of maintaining the Common Facilities.

C. Right to Farm Disclosure. DEVELOPER and OWNERS agree to include Kendall County "Right to Farm Statement" language and a "Statement Authorizing Continuing Business Operations" attached hereto as Exhibit "G" on each Final Plat of Subdivision.

5. DEVIATIONS FROM LOCAL CODES. The specific deviations from CITY's ordinances, rules, and codes as set forth in Exhibit "H" attached hereto have been requested, approved and are permitted with respect to the development, construction, and use of the Subject Property ("**Permitted Deviations**").

6. UTILITIES AND PUBLIC IMPROVEMENTS. OWNERS and DEVELOPER agree that any extension and/or construction of the following utilities and public improvements shall be performed in accordance with existing CITY subdivision regulations as varied or modified by this Agreement, and such work and the cost thereof shall be the responsibility of OWNER and DEVELOPER, except as otherwise provided in this Agreement:

A-1. Sanitary Sewer Facilities. CITY represents but does not warrant to OWNERS and DEVELOPER that the sanitary sewer treatment facilities that serve or will serve the Subject Property, owned and operated by the Yorkville-Bristol Sanitary District **(YBSD)** have sufficient capacity to adequately serve the needs of DEVELOPER and OWNERS and occupants of the SUBJECT PROPERTY as developed pursuant to the terms of this Agreement, but CITY does warrant that it will have sanitary sewer interceptor lines sufficient to serve the needs of DEVELOPER, OWNERS and occupants of the Subject Property as developed in accordance herewith. Subject to legal review and YBSD commitment OWNERS shall cause the 43-acre portion more or less, of the Subject Property not previously done so, or such developable portions thereof as may be appropriate, to be annexed to the YBSD for the purpose of extending and connecting to the sanitary sewer lines and treatment facilities of the YBSD. The installation of sanitary sewer lines to service the Subject Property and the connection of such sanitary sewer lines to the existing sewer lines of the YBSD shall be carried out in substantial compliance with the Final Engineering Plan as approved by CITY and by the YBSD as required for each Phase of Development. CITY shall fully cooperate with OWNERS and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act ("IEPA"), permitting the construction and connection of the sanitary sewer lines to the YBSD facilities, in order to facilitate the development and use of each Phase of Development of the Subject Property. CITY shall obtain all necessary easements and other property rights as may be required, and shall use its power of eminent domain if necessary, to secure the necessary easements and any other property rights to install the sanitary sewer main extensions for the Rob Roy Creek Sanitary Sewer Interceptor (the "Sanitary Sewer Interceptor"). The costs incurred by CITY for such easements and other property rights shall be paid by OWNERS/DEVELOPER and added to the recapture amounts described in the 1997 Annexation Agreement. If CITY has not obtained the aforesaid easements and other property rights prior to October 15, 2004, CITY shall immediately commence condemnation proceedings, if it had not already done so, to obtain the same. CITY shall complete its acquisition of the easements and other property rights not later than January 15, 2005.

A-2 The sanitary sewer mains installed by DEVELOPER or any OWNER for each Phase of Development which are eighteen (18) inches or more in diameter ("**Large Lines**") shall be conveyed to the YBSD and the YBSD shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Large Lines. The sanitary sewer lines which are less than eighteen (18) inches or smaller in diameter ("**Small Lines**") shall be conveyed to CITY and CITY shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Small Lines following CITY's acceptance thereof, which acceptance shall not be unreasonably denied or delayed.

A-3. The Sanitary Sewer Interceptor shall be installed, operational and available for use within the Subject Property to a point just south of the Rob Roy Creek (as depicted on Exhibit I) not later than June 1, 2005. DEVELOPER shall deposit $50,000.00 with CITY and cause a Letter of Credit, consistent with the format attached hereto as Exhibit I-1, in the amount of $700,000.00 to be deposited with CITY (the Sanitary Sewer Interceptor Engineering Fee) to secure funds required for the surveying, geotechnical, engineering, bidding and construction management work for the Improvements. The aforedescribed $750,000 Sanitary Sewer Interceptor Engineering Fee advanced by DEVELOPER shall be credited against the $2,000 per unit City Sewer Connection Fee as identified in Paragraph 14C. CITY shall issue "Revenue Bonds" or other form of bond as prepared by CITY and agreed upon by the DEVELOPER and OWNERS (by January 15, 2005, which bonds shall be repaid with the YBSD Interceptor Participation Fee (IPF), and City of Yorkville Sanitary Sewer Connection Fees (Sanitary Sewer Fees), as identified in Paragraph 14.C. for those properties identified on the 2003 copyright Kendall County Assessors maps attached hereto as Exhibit I-2 and identified as "Properties Subject to City of Yorkville Rob Roy Creek Interceptor Bond Repayment". In the event CITY is not able to issue the Revenue Bonds by January 15, 2005, then DEVELOPER may elect to finance the Sanitary Sewer Interceptor through a private offering repaid through Sanitary Sewer Fees described above. In such event: i) DEVELOPER'S Letter of Credit shall be released in full and DEVELOPER shall be entitled to a management fee of 8% of the total bond cost and, ii), the CITY will authorize the DEVELOPER to assume the position of the CITY regarding all rights and remedies to construct the Interceptor and to enforce the repayment of the bonds through the payment of all fees due to the CITY and YBSD from the properties listed above. In the event the Sanitary Sewer Interceptor Improvements do not proceed by either CITY or DEVELOPER by March 1, 2005, the CITY shall reimburse DEVELOPER for all Sanitary Sewer Interceptor Engineering Fees within 45 days of written notice by DEVELOPER.

A-4. In the event the Sanitary Sewer Interceptor is not installed, operational and available for use on the Subject Property by June 1, 2005, CITY agrees to allow DEVELOPER to pump sewerage on an as needed basis from the deepest manhole in the Subject Property and transport the pumped sewerage by motor vehicle to

the YBSD sewage treatment plant for processing (the "Temporary Disposal Alternative"). CITY further agrees to issue building permits for up to fifty (50) dwelling units for the subdivision prior to the operation of the Sanitary Sewer Interceptor, and no less than thirty-four (34) dwelling units will be issued occupancy permits and will be allowed to discharge sewerage into the system using the Temporary Disposal Alternative. DEVELOPER agrees to pay any extra costs incurred for transporting and treating said sewerage, and to provide CITY with a Certificate of Insurance naming CITY as additional insured, and agrees to hold CITY harmless from any and all claims resulting from said Temporary Disposal Alternative. CITY represents and warrants to DEVELOPER that there is no administrative, 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 existing sanitary sewer.

B-1. Water Facilities. CITY represents and warrants that the water distribution system of CITY currently has and CITY will reserve sufficient capacity to service the Subject Property with potable water for domestic water consumption and fire flow protection, if the Subject Property is developed in accordance with this Agreement. CITY further agrees, following acceptance by CITY of the public improvements constructed within the Subject Property, to maintain said water distribution system to and within the Subject Property. CITY further agrees to cooperate with OWNERS and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, to permit the Subject Property to be served with potable water and fire flow protection. In addition, CITY will accept dedication of, and thereafter maintain, all primary water lines constructed by DEVELOPER, or OWNERS, as the case may be in substantial conformity with the Final Engineering for each Phase of Development, pursuant to applicable provisions of the Subdivision Ordinance and other applicable codes and ordinances of CITY. Location and size of the water lines to be installed by DEVELOPER, or OWNERS, as the case may be shall be in substantial conformity with the Preliminary Engineering Plan, subject to review and approval of the Final Engineering Plan for each Phase of Development. CITY agrees that it shall, without cost to DEVELOPER, or OWNERS, as the case may be extend its existing water main to the Subject Property and obtain necessary easements. CITY shall construct the necessary public watermain infrastructure, and DEVELOPER, or OWNERS, as the case may be shall connect the Subject Property to CITY water supply system in accordance with the approved engineering. CITY shall, at its expense, procure sufficient temporary construction and permanent utility easements adjacent to the Subject Property ("**Offsite Water Easements**") to enable CITY to construct the Offsite Water Extension in a timely manner to provide water service to the Subject Property.

B-2. OWNERS and DEVELOPER agree, that upon approval of this agreement by CITY Council, they will each execute and OWNERS and DEVELOPER will

R DSK

grant to CITY the necessary easements to construct CITY water main facilities in accordance with the easement agreement attached hereto as Exhibit "J".

B-3 CITY represents and warrants to OWNERS and DEVELOPER that CITY'S potable water, fire flow and water storage facilities have sufficient capacity to adequately serve the needs of OWNERS and DEVELOPER and occupants of the SUBJECT PROPERTY as developed pursuant to the terms of this Agreement. CITY has notified the OWNERS and DEVELOPER that CITY is currently not in compliance with a State mandated program to reduce the level of radium in CITY's water supply.

C. Permits. INTENTIONALLY OMITTED.

D. Recapture. CITY represents and warrants to DEVELOPER and OWNERS that DEVELOPER and OWNERS shall not become liable to CITY or any other party for recapture upon the annexation and/or development of the SUBJECT PROPERTY for any existing sewer or water lines or storm water lines and/or storage facilities that may serve the SUBJECT PROPERTY; provided, however, subject to the terms of this Agreement, DEVELOPER or, as the case may be, OWNERS A and B 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 SUBJECT PROPERTY has not been determined, and is not being waived by CITY; provided such financing does not result in any cost or expense to OWNERS or DEVELOPER other than customary connection fees not otherwise prohibited by this Agreement and that are applicable on a city-wide basis.

E. Storm Water Facilities.

(i) DEVELOPER shall provide for storm water drainage and the retention/detention thereof upon and from the Subject Property, in substantial conformity with the Preliminary Engineering Plan and the Preliminary Stormwater Management Report dated February 11, 2004, subject to review and approval of Final Engineering for each Phase of Development, in the following manner:

(a) Installation of underground sewers within that part of the Subject Property to be developed and improved with buildings, structures, streets, driveways, and other locations as identified on the Preliminary Engineering Plan, which improvements shall be conveyed to CITY and thereafter owned and maintained by CITY.

(b) Installation of graded, open swales or ditches and storm water retention/detention areas and compensatory storage areas as depicted on the Preliminary Engineering Plan within that part of the Subject Property designated on the Preliminary Engineering Plan for such purpose, subject

to review and approval of Final Engineering for each Phase of Development.

(ii) Unless required by a superior governmental authority, CITY, for the full term of this Agreement and any extension thereof, shall require no more than that degree and type of storm water retention/detention as is currently called for in the ordinances of CITY existing and enforceable on the date hereof. The foregoing notwithstanding, any so called "grandfather" provisions contained in the mandate of such superior governmental authority referred to in the previous sentence, which would serve to exempt or delay implementation against the Subject Property, shall be given full force and effect.

(iii) The DEVELOPER and CITY agree that the current IDNR approved flood flows and Base Flood Elevations in the Rob Roy Creek Flood Study have been used to compute and establish the stormwater management areas as shown on the Preliminary Engineering Plan and as detailed in the Preliminary Stormwater Management Report. Notwithstanding the foregoing, if said IDNR approved flows and elevations are revised and further reconfirmed and approved by IDNR, and the floodplain area and volume is found to be modified and reduced, the DEVELOPER and CITY agree that such modification shall not result in a change of the total dwelling unit count as proposed in the Preliminary P.U.D. Plan.

(iv) The DEVELOPER and CITY agree that no lots shall be platted within areas determined to be floodplain based on the current IDNR approved flood flows and Base Flood Elevations in the Rob Roy Creek Flood Study, without those areas first being modified and removed from potential floodplain in accordance with all applicable Local or State requirements. It is further agreed that all platted property (except stormwater management and open space areas) shall be at a minimum elevation of (1) foot above said Base Flood Elevations and that the lowest opening (i.e. window wells, window sills, door thresholds, garage slabs) of any habitable structure shall be at a minimum elevation of two (2) feet above said Base Flood Elevations.

(v) The DEVELOPER and CITY agree that compensatory storage will be provided for all storage lost or displaced in the floodplain due to proposed development activities in accordance with current City Ordinances. It is further agreed that in the event the floodplain area or volume is enlarged due to an approved revision of the Rob Roy Creek Flood Study, that the DEVELOPER and CITY shall diligently pursue the analysis and specific findings which allow a "Modification of Standard" to reduce the compensatory storage ratio from 1.5:1 to a value of not less than 1.0:1 as said "Modification of Standard" provides for in current City Ordinances.

(vi) This agreement shall in no way diminish the OWNERS'/DEVELOPER'S requirement to obtain all required Local or State permits or approvals to perform any and all work within or adjacent to Rob Roy Creek or the Rob Roy Creek Floodplain.

(vii) The DEVELOPER and CITY agree that development within the existing floodplain and floodway at the southeast corner of the PROPERTY will be subject to the findings of the Rob-Roy Creek Flood Study relating to its Raymond Tributary. Compensatory storage shall be provided in accordance with City ordinances existing and enforceable on the date hereof and a new storm sewer outfall pipe shall be installed (with proportionate costs subject to a recapture agreement) to replace and/or supplement the function of the existing drainage tiles that cross the southeast corner of the PROPERTY. The DEVELOPER and the CITY agree to work together and with other property owners in the Raymond Drainage Area to pursue all reasonable comprehensive regional stormwater management solutions that are in the best interests of all affected.

(viii) CITY shall approve a minimum of 15% of the area dedicated to stormwater management for the PROPERTY to satisfy that proportionate share of the "additional open space requirements calculations" as outlined in the current United City of Yorkville Land Use Plan, adopted September 10, 2002, and in accordance with the calculations depicted on the Open Space Allocation Exhibit attached as Exhibit "K".

(ix) The DEVELOPER shall make improvements to the existing Rob Roy Creek drainageway as proposed on Exhibit "K", the Preliminary Engineering Plans, the Preliminary P.U.D. Plan and other supporting documents. CITY shall not require additional improvements (beyond those set out on the aforementioned Exhibits and documents) to the Rob Roy Creek unless such improvements are universally applied by CITY to all properties, within its jurisdiction, in the Rob Roy Creek Watershed. OWNERS shall dedicate to CITY and CITY shall accept ownership of all open space including the Regional Bicycle Trail. The Westbury Village Homeowner's Association (WVHOA) will maintain the dedicated open space other than the Regional Bicycle Trail and the CITY will establish a dormant or "back-up" Special Service Area [and the WVHOA covenants, limitations and restrictions (Exhibit "L") will so allow], to provide funds for the open space maintenance in the event the WVHOA fails to meet its maintenance responsibilities.

(x) DEVELOPER will cause a storm sewer adjacent to the proposed Rob Roy Creek Sanitary Sewer to be installed as identified on Exhibit E-1 (the "Raymond Outfall Storm Sewer") that will discharge into the Rob Roy Creek downstream of the Subject Project. CITY will obtain such easements or other property rights as may be necessary to serve the

R DJK as MJF.

Raymond Outfall Storm Sewer which shall be sized sufficiently to provide for the required release of the tributary Westbury Village stormwater management facilities. Any oversizing of the Raymond Outfall Storm Sewer shall be subject to recapture as per Paragraph 6.D., hereof.

F. Sidewalks and Street Related Improvements. DEVELOPER or, as the case may be, OWNERS A and B shall cause the curb, gutter, street pavement, street lights, recreational path and public sidewalks, to be installed upon the Subject Property in substantial conformity with the Preliminary PUD Plan as approved for each Phase of Development and the applicable provisions of the Subdivision Regulations of CITY, as modified or varied pursuant to this Agreement. Notwithstanding anything contained herein or in any CITY ordinance, rule or regulation to the contrary, all public sidewalks and parkway landscaping to be constructed or installed upon the Subject Property pursuant to the approved Final Engineering Plan for each Phase of Development shall be covered by the appropriate Security instrument, but shall be installed and completed on a lot by lot or block by block basis, and need not be installed or completed by DEVELOPER and OWNERS as a part of the public improvements for each Phase of Development. CITY shall accept the ownership and maintenance responsibility of the portions of the Regional Bicycle Trail, as depicted on Exhibit "F" constructed in accordance with the Final Plat and Final Engineering Plan, located in the public right of way.

7. SECURITY INSTRUMENTS.

A. Posting Security. DEVELOPER or as shall then be required, OWNERS A and B shall deposit, or cause to be deposited, with CITY such irrevocable letters of credit, contractor's performance bonds or surety bonds as DEVELOPER, or OWNERS A and B in their sole discretion shall choose, ("**Security Instruments**") to guarantee completion and maintenance of the public improvements to be constructed as a part of the development of each Phase of Development as are required by applicable ordinances of CITY. The amount and duration of each Security Instrument shall be as required by applicable ordinances of CITY. All such Security Instruments if in the form of an irrevocable letter of credit shall be substantially in the form set forth in Exhibit "M," attached hereto. CITY Council, pursuant to recommendation by CITY Engineer, shall from time to time approve a reduction or reductions in the Security Instruments by an amount not in excess of eighty-five (85%) of the value certified by CITY Engineer of the completed work, so long as the balance remaining in the Security Instruments is at least equal to one hundred ten percent (110%) of the cost to complete the remaining public improvements for the applicable Phase of Development. The Security Instruments for the public improvements for each Phase of Development shall be deposited with CITY prior to the recordation of the Final Plat for each Phase of Development.

B. Release of Underground Improvements and Streets. Upon completion and inspection of street and related improvement and underground improvements in

each Phase of Development; and acceptance by CITY engineer, DEVELOPER and OWNERS shall be entitled to a release or appropriate reduction of any applicable Security Instrument, subject to a maintenance Security Instrument remaining in place for a one year period from the date of acceptance by CITY, in conformance with CITY Subdivision Control Ordinance. Notwithstanding the foregoing, the installation of the final surface course for streets shall not be required prior to the appropriate reduction of any applicable security instrument.

C. Transfer and Substitution. Upon the sale or transfer of any portion of the Subject Property, the party posting the security shall be released from the obligations secured by its Security Instruments for public improvements upon the submittal and acceptance by CITY of a substitute Security Instrument approved by CITY, securing the costs of the improvements set forth therein by the proposed developer.

8. PROCEDURE FOR ACCEPTANCE OF ANY PUBLIC IMPROVEMENTS. The public improvements constructed as a part of the development of each Phase of Development shall be accepted by CITY pursuant to the provisions of the Subdivision Ordinance. CITY shall exercise good faith and due diligence in accepting said public improvements following DEVELOPER's or OWNERS' completion thereof for each Phase of Development in compliance with the requirements of said ordinance; and CITY Engineer shall make his recommendation to the Public Works Committee or other designated Committee not later than 30 days subject to force majeure from the date of DEVELOPER'S or OWNERS' request for approval of any Public Improvements. Each request shall be made in writing.

9. AMENDMENTS TO ORDINANCES.

A-1. Any ordinances, regulations, and codes which are subsequently enacted by CITY shall not be applied to the development of the Subject Property except upon the written consent of DEVELOPER or OWNERS during said five (5) period. After said five (5) year period, the Subject Property and its development will be subject to all ordinances, regulations, and codes of CITY in existence on or adopted after the expiration of said five (5) year period, provided, however, that the application of any such ordinance, regulation or code shall not result in a reduction in the number of residential building lots herein approved on the Preliminary Plan for the Subject Property, alter or eliminate any of the ordinance variations modifications, departures or deviations provided for herein, nor result in any subdivided lot or structure constructed within the Subject Property being classified as non-conforming under any ordinance of CITY.

(i) The foregoing to the contrary notwithstanding, in the event CITY is required to modify, amend or enact any ordinance or regulation and to apply the same to the Subject Property pursuant to the express and specific mandate of any superior governmental authority, and applicable generally within CITY and not specifically to the SUBJECT PROPERTY, such ordinance or regulation shall apply to the Subject Property and be complied with by DEVELOPER and OWNERS, provided, however, that any so called "grandfather" provision

R DJC as MJF.

contained in such superior governmental mandate which would serve to exempt or delay implementation against the Subject Property shall be given full force and effect. Nothing herein shall be construed as to prevent OWNERS or DEVELOPER from contesting or challenging any such mandate of any superior governmental authority at the sole cost of OWNERS or DEVELOPER in any way legally possible, including, without limitation, by challenging such mandate on its face or as applied to the Subject Property in any administrative or judicial forum having jurisdiction,

(ii) The ordinance amendments pending on the date of this Agreement shall apply to the Subject Property as though they had been approved by CITY Council in substantially the same form, content and wording as those copies attached hereto as Exhibit "N" and to the extent they are passed by the City Council and effective and applicable generally to all property in CITY, within thirty (30) days of the date of this Agreement, except that, should the final applicable form of such ordinance amendments, as passed by CITY Council be more favorable to Developer, than the form(s) attached as Exhibit N, then the more favorable, approved and applicable versions of said ordinance amendments shall replace Exhibit N.

A-2. Notwithstanding any of the terms or provisions of this Agreement, no change, modification or enactment of any ordinance, code or regulation, so long as they do not affect CITY's ISO insurance rating, shall be applied during the five (5) year period following the execution of this Agreement by all parties so as to: (i) affect the zoning classification of the Subject Property or any Parcel or Phase thereof, (ii) affect 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 CITY specified under this Agreement, (iv) interpret any CITY ordinance in a way so as to prevent DEVELOPER or OWNERS or their assigns from developing the Subject Property or any Parcel or Phase thereof in accordance with this Agreement. Except as modified by the previous sentence and the provisions hereof or other terms and provisions of this Agreement, OWNERS and DEVELOPER, shall comply in all respects with the conditions and requirements of all ordinances of CITY, applicable to the Subject Property and all property similarly situated and zoned within CITY as such ordinances may exist from time to time subsequent to annexation to CITY, provided, however, notwithstanding any other provision of this Agreement, 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 DEVELOPER and OWNERS, at their election, shall be entitled to application of such less restrictive ordinances, regulations and/or codes to the Subject Property and any Parcel or Phase thereof.

A-3. DEVELOPER, OWNERS and all successor parties in interest to the Subject Property or any Parcel or Development Phase thereof shall be entitled to take advantage immediately of any subsequently adopted amendment(s) to CITY'S

ordinances, regulations, resolutions and/or codes that establish provisions that are less restrictive than the provisions of CITY'S current codes in effect as of the effective date of this Agreement so 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 Subject Property or any Parcel or Development Phase thereof. In the event of any conflict between the provisions of this Agreement, and the ordinances, codes, regulations and resolutions of CITY, the provisions of this Agreement shall control over the provisions of any ordinances, codes, regulations and resolutions of CITY.

B. Performance Standards. CITY agrees to the following design standards for the land use areas as shown on the Preliminary PUD Plan (each of the land use areas is referred to as a "Pod"):

1. Single Family – Detached (Pod 1 – 85 units; Pod 2-120 units; Pod 6-84 units):

a. Minimum Lot Size shall be 12,000 square feet, unless the lot abuts open space of not less than 25' in depth, in which case the Minimum Lot Size may be reduced to 10,000 s.f.; except on lots adjacent to Galena Road and Illinois Rte. 47, in which case the minimum open space shall be 25' in depth in addition to the 30 foot roadway landscape buffer;

b. Minimum Lot Width – 80 feet;

2. Courtyard Homes – Single Family Attached - (Pod 3 – 128 units; Pod 7-177 units):

a. Maximum gross density shall not exceed eight (8.0) dwelling units per acre;

b. Minimum building envelope area shall be 9,000 square feet;

c. Minimum building envelope width shall be 90 feet;

d. Minimum Lot Coverage (defined as the area within the outside building foundation walls) of each pod shall not exceed thirty percent (30%);

e. Maximum number of dwelling units per building shall not exceed eight (8).

3. Townhome - Single Family Attached (Pod 5-146 units; Pod 8-150 units):

a. Maximum gross density shall not exceed eight (8.0) dwelling units per acre;

R DK as MJF

b. Minimum building envelope area shall not exceed 9,000 square feet;

c. Maximum Lot Coverage (defined as the area within the outside building foundation walls) of each pod shall not exceed thirty percent (30%);

d. Maximum number of dwelling units per building shall not exceed eight (8).

4. Commercial Area.

a. Standards - Site plan to be submitted with preliminary and final PUD plan for Commercial Area in the B3 Service Business District – to be developed in accordance with standards in effect at the time of the execution of this Agreement, and subject to the PUD process.

B. Residential Setbacks. CITY agrees to the following setbacks as shown on the Preliminary Plan:

1. Single Family – Detached – (Pods 1, 2, and 6):

a. Front yard 30'

b. Exterior corner side yard 30' (25' on lots containing a 3-car garage with Special Use as permitted pursuant to Recital G, herein as identified on the Preliminary PUD Plan)

c. Side yard 8.5' (7.5' on lots containing a 3-car garage). The side yard setback for lots containing either public water or sanitary sewer mains or storm sewer in side yards shall be increased to 10' to accommodate this condition.

d. Rear yard 40'

2. Courtyard Homes – Single Family Attached (Pods 3 and 7):

a. Front yard
(i) if adjacent to internal public right-of-way - 20'
(ii) if adjacent to private street – 20' from private roadway
(iii) no public utilities shall be located within 15' of any building, as measured perpendicular to the utilities

b. Exterior corner side yard 20'

c. Side yard 10'

d. Rear yard 25' unless adjacent to the Rob Roy Creek Open Space Corridor, in which case the rear yard setback may be reduced to 10'

3. Townhome Parcel – Single Family Attached (Pods 5 and 8):

a. Front Yard
(i) if adjacent to internal public right-of-way - 20'
(ii) if adjacent to private street – 20' from edge of pavement (if the driveway access to the public street is provided in this location, then the setback shall be 30'

b. Exterior corner side yard 20'

c. Side yard 10'

d. Rear yard 25' unless adjacent to the Rob Roy Creek corridor open space, said setback may be reduced to 10'

4. Minimum Building Separations (Pods 3, 5, 7 and 8) up to ten percent (10%) of the buildings in each pod are permitted to have building separations as follows:

a. Rear to rear 50'

b. Front to side 30'

c. Front to front 40'

d. Unless otherwise set forth and depicted on the Preliminary PUD Plan, all other minimum building separations shall be as follows:

(i) Rear to rear 60'

(ii) Front to side 40'

(iii) Rear to front 80'

(iv) Garage to garage 60'

(v) Side to rear 40'

(vi) Side to side 20'

(vii) Front to front 50'

5. Fire Suppression – Single-family attached. The DEVELOPER will install in any Single-family attached unit that is 150 feet or greater from any public or

privates street, a 13R fire suppression system or equivalent, if so requested by CITY after consultation with the fire protection district.

6. Architectural Standards – Not less than 50% of the total area comprising the front and side elevations of all single-family attached units, shall have a facade of brick or stone material.

7. Commercial Area – Standards – Site plan to be submitted with preliminary and final plan for the Commercial Area.

D. Clubhouse/Recreational Facilities. Developers agree to substantially complete the clubhouse and other recreational facilities on or before December 31, 2008, subject to force majeure, abnormal weather conditions and delays that are solely within the control of CITY.

10. BUILDING PERMITS AND RELATED INSPECTIONS.

A. CITY shall act upon each application for a building permit for which DEVELOPER, OWNERS, or their duly authorized representatives shall apply, in accordance with the approved final plat and approved final engineering for the development of any Phase of the Subject Property, within fifteen (15) business days of the date of the 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. If the application is disapproved, CITY shall provide the applicant with a statement in writing specifying the reasons for denial of the application including specifications of the requirements of law that the applicant and supporting documents fail to meet. CITY agrees to issue such building permits upon the compliance with those legal and documentary requirements so specified by CITY.

B. Subject to any other necessary governmental regulatory approval, CITY shall permit DEVELOPER or OWNERS and their duly authorized representatives, 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 Subject Property 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 DEVELOPER'S or, as may be applicable any OWNER's 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 CITY unless the same are lawful and being collected by CITY from owners, users and developers of similarly situated and zoned property within CITY limits as of the date of the imposition of such fees.

11. BUILDING CODE. The building codes for CITY in effect as of the date of this Agreement are as set forth in Exhibit "O". Notwithstanding the provisions of Paragraph 9 of this Agreement, all deletions, or additions to the building codes of CITY pertaining to life/safety considerations adopted after the date of this Agreement, shall be applicable to the Subject Property upon the expiration of the twelfth (12^{th}) month following the effective date of such deletion, or addition, whether or not such date occurs during the five (5) year period next following the date of this Agreement, or any time thereafter, except as to those items expressly provided for herein and so long as they do not affect CITY's ISO insurance rating.

12. FEES AND CHARGES. During the first five (5) years following the date of this Agreement, CITY shall impose upon and collect from OWNERS and/or DEVELOPER, and their respective contractors and suppliers, only those permit, license, tap on and connection fees and charges, and in such amount or at such rate, as are in effect on the date of this Agreement and as is generally applied throughout CITY.

13. CONTRIBUTIONS. No OWNERS and no DEVELOPER shall be required to donate any land or money to CITY, except as otherwise expressly provided in this Agreement. CITY expressly acknowledges that park donations are within CITY's control and incorporated herein.

14. OWNERS'S/DEVELOPER'S CONTRIBUTIONS. As may be applicable, OWNERS or DEVELOPER shall be responsible for making the following contributions to compensate the Yorkville Community School District #115 ("**School District**") and the United City of Yorkville Parks and Recreation Department ("**Recreation Department**") for the estimated impact which is projected to be experienced by the School District and the Recreation Department as a result of the development of the Subject Property in the manner provided for under this Agreement:

A-1. School Contribution. OWNERS and DEVELOPER shall provide a combination contribution of land to the School District and cash-in-lieu of land to the School District for use by the School District for a school building and associated grounds ("School Contribution"). The total land area required for the School Contribution pursuant to applicable ordinances of CITY, based upon the PUD Plan, is 26.162 acres. OWNERS and DEVELOPER shall cause fee title to no less than 15.0 acres of land ("School Site"), identified on the Preliminary PUD Plan, to be conveyed to the School District, in partial satisfaction of the School Contribution. The balance of the School Contribution shall be paid by a cash contribution not to exceed $647,396 in accordance with the 1997 Annexation Agreement, as applicable, at the time that building permits are issued by CITY for residential units and in the amount attributable on a pro rata basis to the number of residential units for which said building permits are then issued. The School Site shall be maintained by the UNDESSER OWNERS until such time that it is conveyed in such manner and at such time as required by applicable ordinances of CITY. The OWNERS or DEVELOPER shall convey the School Site to the School District within 18 months of City Council approval of the final subdivision plat containing the School Site. Prior to conveyance of the School Site, OWNERS A and B shall, at their expense, grade, seed and prepare the School Site

in accordance with the approved Final Engineering. The School Site is combined with the Park Site, generally south of Pod 1 and north of Pod 2 as depicted on the Preliminary PUD Plan.

A-2 If the School District does not actually use the School Site for a classroom school building and parking and play area within eight (8) years after the recording of the Final Plat for that Phase of Development in which the majority of the school site is located, then the School District shall have the obligation to convey the School Site to the person, persons, or entity that deeded the School Site to the School District, or to the said grantor's respective successor or assign, provided that the party entitled to re-conveyance of the School Site shall have the obligation to pay to the School District, as consideration for the re-conveyance, a sum of money equal to the cash payment that would be required at the time under the CITY ordinance governing land/cash donations for school purposes. The party entitled to re-conveyance shall have the option to reject a re-conveyance of the School Site as provided in this paragraph by delivery to the School District of a written and properly signed declaration to that effect. The deed required for the contribution of the School Site to the School District shall contain a reference to the School District's obligation to re-convey the School Site in accordance with the terms and conditions set forth in this paragraph. At the request of the proper party the CITY shall make a diligent and good faith effort to assist the party, at that party's expense, in obtaining the re-conveyance of the School Site as provided herein, including application of the power of eminent domain, if necessary. In the event of a re-conveyance of the School Site, the School Site land shall be governed by the uses permitted for a R-2 zoning classification and be subject to further CITY review and plat approval.

A-3. The DEVELOPER and OWNERS agree to pay a transition fee to the School District in the amount of $3000.00 per unit for residential units within the Subject Parcel. Attached hereto and incorporated as Exhibit "P" is a letter from the School District requesting the reservation of 15.0 acres of land for a future school site in lieu of that proportionate share of cash. All school transition fees will be paid at the time of issuance of building permit. No other existing or future school transition fees or school impact fees of any kind will apply with respect to the SUBJECT PROPERTY.

A-4. The method of payment will be in accordance with CITY's procedure for such payments as of the date of this Agreement. This procedure is for the builder of a home to pay the fee for that unit to the School District directly and receive a receipt from the School District for the amount paid and then for this receipt to be presented by the BUILDER to CITY prior to the issuance of a building permit for that unit, on a lot by lot basis.

B. Park Contribution. OWNERS or DEVELOPER shall provide a contribution of land and cash-in-lieu of land to CITY for park purposes ("**Park Contribution**"). The total land area required for contribution for park purposes pursuant to applicable ordinances of CITY, as depicted on the Preliminary PUD Plan is

R DJK MF.

24.035 acres. OWNERS or DEVELOPER shall cause fee title to not less than 12 acres of land located above the 100-year floodplain (**"Park Land Donation"**) identified on the Preliminary PUD Plan to be conveyed to CITY, in partial satisfaction of the Park Land Donation. The balance of any Park Land Donation shall be paid by a cash contribution not to exceed $711,834 in accordance with this Agreement as applicable and CITY ordinances at the time that building permits are issued by CITY for residential units, and in the amount attributable on a pro rata basis to number of residential units for which said building permits are then issued of this agreement. Each parcel park site shall be maintained by the OWNERS or DEVELOPER until such time that they are conveyed to CITY. Each separate park parcel, or portion thereof, shall be conveyed to Park District within 18 months of CITY Council approval of the final subdivision plat containing said Park Parcel. Prior to conveyance of the each park parcel, OWNERS or DEVELOPER shall, at its expense, grade, seed and prepare the park parcel in conformity with the Final Engineering and Park Development Standards. DEVELOPER shall receive 50% credit toward the dedication of the 3.2 Acre Park Regional Trail Parcel as identified on the Preliminary PUD Plan. DEVELOPER, at its sole discretion, may elect to construct the trail improvements within said parcel in accordance with Yorkville Park Department Development Standards, or contribute the remaining 50% area (equal to 1.6 acres) as cash-in-lieu fees at the aforementioned contribution rate of $58,000 per acre.

C. The following fees shall be paid to CITY for each unit:

Development fees.

Public works	$ 700
Police	$ 300
Engineering	$ 100
Parks	$ 50
Building	$ 150
Library	$ 500
Bristol/Kendall Fire	$ 300
City Sewer Connection Fee	$2,000
City Water Connection Fee	
-Single family attached	$2,200
-Single family detached	$2,600
Water Meter Fees	
-Detached Units	$ 250
-Attached Units	$ 325

R DJC as MJF.

D. Roadway Improvement Contributions – CITY agrees that the OWNERS' and DEVELOPERS' contribution for Roadway Improvement Contribution shall be satisfied with the applicable OWNER or DEVELOPER as the case may be, completing improvements to the adjacent portions of Corneils Road, improvements to the intersection of Route 47 and Corneils Road, and improvements to the intersection of Route 47 and Galena Road as required by the Illinois Department of Transportation, and improvements to Galena Road required by the Kendall County Department of Transportation and other than turn lane improvements at the proposed entrances to the Subject Property as depicted on the Preliminary PUD Plan in conformance with the improvements identified in the attached Exhibit Q. OWNERS' and DEVELOPER'S Roadway Contributions shall be allocated in an amount not to exceed $2,000.00 per unit up to a total not to exceed $1,780,000.00.

E. Unless otherwise provided in this Agreement, said development, transition, impact, and other fees shall be paid per individual residential dwelling unit concurrent with the building permit application for that particular residential dwelling unit on a pro rata basis.

F. DEVELOPER agrees to prepay 50% of the Bristol-Kendall Fire Fee for the Subject Property, in the amount of $133,500 to be paid at the time of recordation of the first Final Plat, and the balance to be paid with each subsequent plat, for a total payment not to exceed $267,000.00

G. DEVELOPER agrees to pay a Siren Fee for the Subject Property of $75.00 per acre, paid in phases at time of such final plat for a total payment of $22,500.00.

H. DEVELOPER agrees to pre-pay the Municipal Building Fee of $150 per unit at the time of recordation of the first final plat, in an amount not to exceed $133,500.

I. DEVELOPER shall be permitted to apply the cost previously advanced by Developer from the Rob Roy Creek Flood Plain Study toward the total amount due for the Engineering Fees, in an amount not greater than $25,000.00

J. DEVELOPER shall be permitted to apply the cost previously advanced under the 1997 Annexation Agreement to the Yorkville Police Department against the fees due for the Police Department, in the amount not greater than $27,500.00.

K. At the occurrence of submittal of each Final Plat of Subdivision, CITY may request partial pre-payment in an amount not more than fifty (50%) percent of portions of the Development Fees as identified in Paragraph 14.C. above. Such fee pre-payment requests shall be based upon a comprehensive study conducted and funded by CITY, showing a specific need. Notwithstanding the foregoing, the election to pre-pay any and all Development fees pursuant to this paragraph shall be at DEVELOPER'S sole discretion. The pre-payment of Development Fees shall not be a pre-requisite for approval of any Final Plat or Plan, and Developer's election to forego pre-payment of Developments Fees, if requested

by CITY, shall not prejudice CITY's review of same or of any other review or issuance of any permit or entitlement hereunder or pursuant to ordinance or statute.

L. The following YBSA Annexation fees shall be charged to the Annexation Parcel only; the Undesser Property shall not be subject to any YBSD fees:

Annexation Fee:	$1500/acre
Interceptor Participation Fee:	$3015/acre

The total fee payable to YBSD for The Property under this Agreement shall be no greater than $194,145.00

15. PROJECT SIGNS.

A. Residential Development Signs. Following the date of this Agreement and through the date of the issuance of the final occupancy permit for the Subject Property, DEVELOPER shall be entitled to construct, maintain and utilize up to three (3) offsite subdivision identification, marketing and location signs for the residential portion of the Subject Property at such locations within the corporate limits of CITY as DEVELOPER may designate (individually an "**Offsite Sign**" and collectively the "**Offsite Signs**"). DEVELOPER shall be responsible, at its expense, for obtaining all necessary and appropriate legal rights for the construction and use of each of the Offsite Signs. Each of the Offsite Signs may be double faced signs which shall not exceed twenty (20) feet in height with an area for each sign face not exceeding two hundred (200) square feet, or subject to the requirements of any permitting authority other than CITY or any commercially available offsite sign. Each Offsite Sign may be illuminated, consistent with CITY's Signage ordinance. In addition to the Offsite Signs, DEVELOPER shall be permitted to construct, maintain and utilize signage upon the Subject Property as identified in the Preliminary Landscape Plan. Nothing herein shall limit the right of DEVELOPER to construct, maintain and utilize any number of additional offsite subdivision identification, maintenance and location signs for the residential portion of the Subject Property at locations outside the corporate limits of CITY.

B. Commercial Development Signs.

To be submitted with building plans for this area.

16. CERTIFICATES OF OCCUPANCY. CITY shall issue certificates of occupancy for buildings and dwelling units constructed on the Subject Property 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, CITY shall provide the

applicant within five (5) working days after receipt of the application of 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. CITY agrees to issue such certificates of occupancy upon the applicant's compliance with those requirements of law so specified by CITY.

17. MODEL HOMES, PRODUCTION UNITS, SALES TRAILERS AND CLUBHOUSE. During the development and build-out period of the SUBJECT PROPERTY (subsequent to final plat approval), OWNERS and DEVELOPER, and such other persons or entities as OWNERS and DEVELOPER may authorize, may construct, operate and maintain model homes and sales trailers within the SUBJECT PROPERTY staffed with OWNERS' and DEVELOPER's, or such other person's or entity's, sales and construction staff, and may be utilized for sales and construction offices for Westbury Village. The number of such model homes and sales trailers and the locations thereof shall be as from time to time determined or authorized by OWNERS and DEVELOPER.

Off-street parking shall be required for model homes when more than five (5) model homes are constructed on consecutive lots in a model home row. Three (3) off-street spaces will be required for each model home in a model home row, with combined required parking not to exceed thirty (30) off-street spaces. A site plan showing the location of the parking areas and walks will be submitted for review and approval by CITY.

No off-street parking shall be required for individual model homes or sales trailers that are not part of a model home row other than the driveway for such model home/sales trailer capable of parking three (3) cars outside of the adjacent road right-of-way. Building permits for model homes, sales trailers and for up to fifteen (15) production dwelling units for each neighborhood, shall be issued by CITY upon proper application thereof prior to the installation of public improvements (provided a gravel access road is provided for emergency vehicles and upon submission of a temporary hold harmless letter to CITY and the Bristol-Kendall Fire Protection District). A final inspection shall be conducted prior to the use of a model home and water shall be made available within 300' of the model home. There shall be no occupation or use of any model homes or production dwelling units until the binder course of asphalt is on the street, and no occupation or use of any production dwelling units until the water system and sanitary sewer system needed to service such dwelling unit are installed and operational.

OWNERS and DEVELOPER may locate temporary sales and construction trailers upon the SUBJECT PROPERTY during the development and build out of said property, provided any such sales trailer shall be removed within two (2) weeks following issuance of the final occupancy permit for the SUBJECT PROPERTY. A building permit will be required by CITY for any trailer that will be utilized as office space. Prior to construction of the sales trailer the OWNERS and DEVELOPER shall submit an exhibit of the model trailer site with landscaping and elevations for CITY's approval.

OWNERS and DEVELOPER shall have the right to operate a sales office out of the Clubhouse which shall be located north of neighborhood 12 within the SUBJECT PROPERTY.

OWNERS and DEVELOPER hereby agree to indemnify, defend and hold harmless CITY and the Corporate Authorities (collectively "**Indemnitees**") from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction of any model homes or production dwelling units prior to the installation of the public street and water improvements required to service such dwelling unit. OWNERS and DEVELOPER shall be permitted to obtain building permits in the same manner for additional model homes and for initial production dwelling units in each neighborhood as the Final Plat and Final Engineering for each such neighborhood is approved by CITY. The foregoing indemnification provision shall, in such case, apply for the benefit of Indemnities for each neighborhood.

18. CONTRACTORS' TRAILERS. CITY agrees that from and after the date of execution of this Agreement, contractor's and subcontractors' supply storage trailers may be placed upon such part or parts of the Subject Property other than proposed right-of-way, lands to be dedicated to the Public, or floodplain areas as required and approved by DEVELOPER. Said trailers may remain upon the Subject Property until the issuance of the last final building permit for the Subject Property.

19. TEMPORARY SALES OFFICE TRAILERS. CITY agrees to allow the OWNERS/DEVELOPER or Builder to construct and use no more than five (5) temporary sales office trailers, subject to Developer or Builder submitting plans and specifications to the Building and Zoning Department and receiving approval of the same. Said temporary sales office trailer may be constructed within the area referred to as Pod 7 or the commercial pod depicted on the Preliminary Plan. Temporary sales office trailers shall be removed at the earlier of such time as the model home/s or model unit/s being served by said temporary sales office trailer are available for model occupancy, or when 95% of all units on the Subject Property have occupancy permits.

20. TEMPORARY PARKING. CITY agrees to allow DEVELOPER 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 Subject Property upon which the model units and sales offices are to be located subject to the approval of CITY and compliance with CITY'S building codes.

21. OVERSIZING OF IMPROVEMENTS. In the event oversizing of public improvements is hereafter requested and properly authorized by CITY for the Subject Property, for any of the public improvements constructed to develop the Subject Property for the purpose of serving property other than the Subject Property, CITY shall enter into a Recapture Agreement, as defined in Paragraph 23.A. hereof, with DEVELOPER providing for the payment of the cost of such oversizing by the owner(s) of properties benefited by the same. The improvements which qualify as oversized and the identity of the benefited properties shall be identified at the time of approval of Final Engineering for a Phase of Development.

22. LIMITATIONS. In no event, including, without limitation, the exercise of the authority granted in Chapter 65, Section 5/11-12-8 of the Illinois Compiled Statutes (2002 ed.), shall CITY require that any part of the Subject Property be designated for public purposes, except as otherwise provided in this Agreement or identified on the Preliminary Plat.

23. RECAPTURE AGREEMENTS.

A. Benefiting the Subject Property. CITY agrees that in accordance with Chapter 65, Section 5/9-5-1 et seq. of the Illinois Compiled Statutes (2002 ed.), at the request of the DEVELOPER, CITY shall enter into agreements for recapture (**"Recapture Agreement or "Recapture Agreements"**) with DEVELOPER providing for the recapture by DEVELOPER of a portion of the cost of certain improvements as identified on Exhibit "Q" attached hereto (**"Recapture Improvements"**), constructed by DEVELOPER which CITY has determined may be used for the benefit of property (**"Benefited Property"**) not located within the Subject Property which connects to or is otherwise benefited by said improvements. Each Recapture Agreement shall be substantially in the form as attached hereto and made a part hereof as Exhibit "R".

B. Encumbering the Subject Property. Except as otherwise expressly provided in this Agreement, there are currently no recapture agreements or recapture ordinances affecting public utilities which will be utilized to service the Subject Property of which CITY has any knowledge, or under which CITY is or will be required to collect recapture amounts from OWNERS, DEVELOPER, or their successors, upon connection of the Subject Property to any of such public utilities, nor does CITY have any knowledge of any pending or contemplated request for approval of any such recapture agreement or ordinance which will affect the Subject Property.

24. SPECIAL SERVICE AREA.

A. Dormant SSA. In order to provide for the maintenance of open space and trail areas OWNERS and DEVELOPER agree to execute a consent to the creation of a back-up "dormant" Special Tax Service Area and have approved Ordinances encumbering all residential units within the Subject Property, in the event the Homeowners Association for Westbury Village fails to carry out its responsibilities for maintenance of open space and trail areas, prior to or concurrent with recording of the first Final Plat of Subdivision for the Subject Property.

B. Improvements Special Service Area. CITY, OWNER C and DEVELOPER, and their respective successors, assignees and grantees, agree to cooperate in establishing a Special Service Area (**"SSA"**) for that portion of the Subject Property owned by OWNER C or later acquired by OWNER C, DEVELOPER or any party affiliated with OWNER C or DEVELOPER their affiliates or successors, to be utilized as a primary funding mechanism for the funding of certain eligible infrastructure costs in accordance with CITY's Special Tax Bond Policy attached as Exhibit "S". At the request of OWNER C and/or DEVELOPER, the CITY will agree to establish a Special Service Area (SSA) in an amount not less than $10,000,000 nor greater than $20,000,000 to be utilized as a primary funding mechanism for installation of public improvements. The CITY and DEVELOPER shall cooperate in good faith to identify and agree on an

appropriate structure for the financing, which the CITY and DEVELOPER currently believe will consist of a special service area pursuant to 35 ILCS 200/27-5 et seq., but which may be authorized and implemented under other legal frameworks acceptable to the CITY and DEVELOPER. The burden of the assessment is limited to and shall be paid by only those future property owners within the SUBJECT PROPERTY, that is owned by OWNER C or later acquired by OWNER C, DEVELOPER, or any party affiliated with OWNER C or DEVELOPER, their affiliates and successors. OWNER C and DEVELOPER agree to establish a customer service line and shall educate subsequent sales staff personnel and the public regarding any special service area established pursuant to 35 ILCS 200/27-5 et seq., the cost of which shall be included in any administrative fee associated with the special service area.

C. Special Service Area-Financing. CITY agrees that if requested by DEVELOPER, CITY shall cooperate with DEVELOPER in the establishment of a funding mechanism including, without limitation, sales tax rebates or creation of a Special Service Area (SSA) or other public funding mechanism for the purpose of financing all public improvements within the Subject Property or any part or parts or Phase or Phases thereof then owned by the requesting DEVELOPER, 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 the Subject Property, sanitary sewer facilities, and other public improvements which are acceptable to the SSA and underwriter(s). Such cooperation will include, without limitation, the enactment of ordinances to: (i) create a Special Service Area Tax, and (ii) authorize the issuance and sale of bonds so long as such bonds have no recourse to CITY; as may be requested by DEVELOPER consistent with CITY policy as established by CITY Resolution #2002-04, which is attached hereto and incorporated herein by reference.

D. Economic Development Incentive Agreement. CITY agrees that, if requested by Developer, CITY shall enter into an Economic Development Incentive Agreement for Sales Tax rebates for Public Infrastructure Improvements for the Commercial Area of the Subject Property only. Such sales tax rebates shall be sufficient to provide the cost of Public Infrastructure Improvements reasonably required for authorized commercial uses in the Commercial Area, and shall be paid over such period and in such amount as necessary to retire financing obligations incurred by CITY, or private commercial developers to provide said Public Infrastructure Improvements, including but not limited to purchase and installation of structures, engineering and legal fees.

E. Onsite Easement and Improvements. In the event that during the development of the Subject Property, DEVELOPER or OWNERS as the case may be determines that any existing utility easements and/or lines require relocation to facilitate development of the Subject Property in accordance with the Preliminary Plat, CITY shall fully cooperate with DEVELOPER in causing the vacation and

relocation of such existing easements, and all costs thereof shall be borne by the DEVELOPER or OWNERS as the case may be. If any easement granted to CITY as a part of the development of the Subject Property is subsequently determined to be in error or located in a manner inconsistent with the intended development of the Subject Property as reflected on the Preliminary Plan and this Agreement, CITY shall fully cooperate with DEVELOPER or OWNERS as the case be may in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by DEVELOPER or OWNERS as the case may be. Notwithstanding the foregoing, and as a condition precedent to any vacation of easement, DEVELOPER or OWNERS as the case may be shall pay for the cost of design and relocation of any such easement and the public utilities located therein. CITY also agrees to support and cooperate with OWNERS and DEVELOPER to obtain access to IL Route 47 and/or Galena Road, with applicable government agencies.

25. ON SITE PUBLIC IMPROVEMENTS. The development of public improvements on the PROPERTY shall be in compliance with all Ordinances of CITY except as modified herein, and the approved Preliminary PUD. In addition, said public improvements shall be reviewed by CITY's staff or engineering consultants. Final Plat approval by CITY Council shall be in conformance with CITY's Zoning Ordinance, Subdivision Control Ordinance, Reimbursement of Consultants and of Review Fees Ordinances, Land-Cash Ordinance, School Transition Fee Ordinance, and Development Fee Ordinance, except as modified, which have been voluntarily contracted to between the parties and agreed to by OWNERS and DEVELOPER as a condition of approval of this Planned Unit Development Agreement. Except to the extent modified by this Agreement, the Preliminary PUD Plan Plat and Final Plat of each phase of development, shall comply with all requirements as set out in CITY's Zoning Ordinance and Subdivision Control Ordinance at the time commencement of construction is initiated. No change in CITY's Zoning Ordinance, Subdivision Control Ordinance, Reimbursement of Consultants and Review Fees Ordinance, School Transition Fee, and Development Fee, which have been enacted subsequent to the execution of this Agreement shall alter the lot sizes, setbacks, performance standards, or other standards or requirements for this Development except as provided for in those Ordinances in effect at the time of execution of this Agreement or as modified herein or in any of the attachments hereto. Except as modified herein, DEVELOPER and any successor developers, will be bound by changes in BOCA building codes, building material changes and the like that may be enacted by CITY, so long as the same are applied in a nondiscriminatory manner throughout CITY. In the event any modifications or amendments occur in CITY's Subdivision Control Ordinance or other Ordinances of CITY affecting the subdivision that benefit OWNERS or DEVELOPER, said modifications shall be effective as to the Subject Property in the event OWNERS or DEVELOPER desire to take advantage of any modifications or amendments that are enacted by CITY Council after the date of execution of this Agreement.

26. OFFSITE EASEMENTS AND CONSTRUCTION. Except as otherwise provided herein for the Offsite Water Easements, at the time each Final Plat for a Phase of Development is recorded, CITY shall obtain all offsite easements necessary for the development of such portion of the Subject Property in accordance with the Preliminary Plan. In the event an

offsite easement is required which was not contemplated in the Preliminary Plan due to a change in circumstances, or in the event CITY is unable to acquire such necessary offsite easement, CITY shall exercise its power of eminent domain to acquire the same, in accordance with the 1997 Annexation Agreement and shall pay the reasonable costs incurred as a result thereof.

27. DISCONNECTION. OWNERS and DEVELOPER agree that DEVELOPER shall develop the Subject Property as a subdivision to be commonly known as Westbury Village in accordance with the Final Plat and Final Engineering Plan approved by CITY in accordance with the terms hereof, and shall not, as either the OWNERS or DEVELOPER of said property, petition to disconnect any portion or all of said property from CITY, unless CITY shall be in material breach of this Agreement. Nothing herein shall preclude OWNERS or DEVELOPER from pursuing any other remedy available to it, judicial or otherwise, for breach of this Agreement by CITY.

28. CONFLICT IN REGULATIONS. The provisions of this Agreement shall supersede the provisions of any ordinance, code, or regulation of CITY which may be in conflict with the provisions of this Agreement.

29. ANNEXATION FEE. CITY hereby confirms and agrees that no CITY annexation fee shall become due or payable as a result of the development and build-out of the Subject Property as a result of the prior annexation of said property to CITY. CITY hereby waives all current and future annexation fees now or hereafter required under any ordinances of CITY with respect to the Subject Property, except as otherwise provided in this Agreement.

30. TRANSFER. It is specifically understood and agreed that OWNERS and DEVELOPER and their successors and assigns shall have the right to sell, transfer, mortgage and assign all or any part of the Subject Property 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 OWNERS and DEVELOPER have under this Agreement, and upon such transfer, such obligations relating to that part of the Subject Property sold, transferred, mortgaged or assigned shall be the sole obligation of the transferees, except for any security posted by OWNERS and DEVELOPER on any subdivided or unimproved property for which an acceptable substitute security has not been submitted to CITY, and transferor shall be relieved of all duties and obligations hereunder relating to that portion of the Subject Property, Phase or Parcel so sold, transferred or assigned. Without limiting the foregoing provisions of this Paragraph 30, the indemnity, defense and hold harmless provisions of Paragraph 17, shall be the obligation of the specific owner and/or owners of that portion of the Subject Property upon which such work and/or utility installation is occurring.

31. CITY ASSISTANCE. CITY agrees to cooperate and provide any reasonable assistance requested by OWNERS or DEVELOPER in applying for and obtaining any and all approvals or permits necessary for the development of the Subject Property, including, but not limited to those required from the IEPA, 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. CITY further

agrees to reasonably cooperate with OWNERS and DEVELOPER in obtaining all permits and approvals required by the YBSD, the County of Kendall and all other governmental units in connection with the contemplated development of the Subject Property.

32. GENERAL PROVISIONS.

A. Enforcement.

1. This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties or their successors or assigns by an appropriate action at law or in equity to secure the performance of the covenants and agreements contained herein, including the specific performance of this Agreement. This Agreement shall be governed by the laws of the State of Illinois.

2. 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 nonbreaching party's seeking of any remedy provided herein; provided, however: (i) any breach by OWNERS reasonably determined by CITY to involve health or safety issues may be the subject of immediate action by 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.

3. In the event the performance of any covenant to be performed hereunder by either OWNERS, DEVELOPER or CITY is delayed for causes which are beyond the reasonable control of the party responsible for such performance (which causes shall include, but not 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.

4. 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.

B. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the OWNERS, DEVELOPER and their successors in title and interest, and upon CITY, and any successor municipalities of CITY. It is

understood and agreed that this Agreement shall run with the land and as such, shall be assignable to and binding upon subsequent grantees and successors in interest of the OWNERS, DEVELOPER, and CITY. The foregoing to the contrary notwithstanding, the obligations and duties of OWNERS and DEVELOPER hereunder shall not be deemed transferred to or assumed by any purchaser of a lot improved with a dwelling unit who acquires the same for residential occupancy, unless otherwise expressly agreed in writing by such purchaser.

C. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement it amends, regarding the subject matter hereof shall be deemed to exist to bind the parties. The parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through a process of good faith negotiation, both by principals and through counsel, and represent terms and conditions that are deemed by the parties to be fair, reasonable, acceptable and contractually binding upon each of them.

D. Notices. Notices or other materials which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be deemed effectively given on the date of confirmed telefacsimile transmission, on the date delivered personally or on the second business day following the date sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

(i) If to DEVELOPER:

Ocean Atlantic Chicago, LLC
1800 Diagonal Road
Suite 425
Alexandria, VA 22314
Attn: Michael Ferraguto
Phone: (703) 299-6060
Fax: (703) 299-6199

with a copy to:

Holland & Knight LLP
131 S. Dearborn
30th Floor
Chicago, IL 60603
Attn: David S. Warner
Phone: (312) 263-3600
Fax: (312) 578-6666

(ii) If to OWNERS:

John or Richard Undesser, Jr.
10318 Galena Road
Bristol, IL 60512

with a copy to:

Robert E. Nelson
Attorney at Law
Keystone Building
30 South Stolp Avenue, Suite 402
Aurora, IL 60506
Phone: (630) 892-4344
Fax: (630) 892-4371

and

Ocean Atlantic /PFG-Westbury LLC
1800 Diagonal Road
Suite 425
Alexandria, VA 22314
Attn: Michael Ferraguto
Phone: (703) 299-6060
Fax: (703) 299-6199

Ocean Atlantic Chicago, LLC
1800 Diagonal Road
Suite 425
Alexandria, VA 22314
Attn: Michael Ferraguto
Phone: (703) 299-6060
Fax: (703) 299-6199

with a copy to:

Holland & Knight LLP
131 S. Dearborn
30th Floor
Chicago, IL 60603
Attn: David S. Warner
Phone: (312) 263-3600
Fax: (312) 578-6666

(iii) If to CITY:

United CITY of Yorkville
Attn: CITY Clerk
800 Game Farm Road
Yorkville, IL 60560
Phone: (630) 553-4350
Fax: (630) 553-7575

with a copy to:

Daniel J. Kramer, Esq.
1007 A1
South Bridge Street
Yorkville, IL
Phone: (630) 553-9500
Fax: (630) 553-5764

or to such other persons and/or addresses as any party may from time to time designate in a written notice to the other parties.

E. Severability. This Agreement is entered into pursuant to the provisions of Chapter 65, Sec. 5/11-15.1-1, et seq., Illinois Compiled Statutes (2002 ed.). In the event any part or portion of this Agreement, or any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, said part, portion, clause, word or designation of this Agreement shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect such portion or portions of this Agreement as remain. In addition, CITY, OWNERS, and DEVELOPER shall take all action necessary or required to fulfill the intent of this Agreement as to the use and development of the Subject Property.

F. Agreement. This Agreement, and any Exhibits or attachments hereto, may be amended from time to time in writing with the consent of the parties, pursuant to applicable provisions of CITY Code and Illinois Compiled Statutes. This Agreement may be amended by CITY and the owner of record of a portion of the Subject Property as to provisions applying exclusively thereto, without the consent of the owner of other portions of the Subject Property not affected by such Agreement.

G. Conveyances and Assignments. Nothing contained in this Agreement shall be construed to restrict or limit the right of the OWNERS or DEVELOPER to sell or convey all or any portion of the Subject Property, whether improved or unimproved, or to assign or sell any rights hereunder to third parties.

H. Necessary Ordinances and Resolutions. CITY shall pass all ordinances and resolutions necessary to permit the OWNERS, DEVELOPER, and their successors or assigns, to develop the Subject Property in accordance with the provisions of this Agreement, provided said ordinances or resolutions are not contrary to law. CITY agrees to authorize the Mayor and CITY Clerk to execute this Agreement or to correct any technical defects, which may arise after the execution of this Agreement.

I. Term of Agreement. The term of this Agreement shall be twenty (20) years. In the event construction is commenced within said twenty-year period all of the terms of this Agreement shall remain enforceable despite said time limitation, unless modified by written agreement of CITY and DEVELOPER.

J. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

K. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds, Kendall County, Illinois, at DEVELOPER's expense.

L. Recitals and Exhibits. The recitals set forth at the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions of this Agreement.

M. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

N. No Moratorium. CITY shall not limit the number of building or other permits that may be applied for due to any CITY-imposed moratorium and shall in no event unreasonably withhold approval of said permits or approval for the Final Plat of any Phase of the subdivision. Unless specifically set forth to the contrary herein, nothing contained herein shall affect any limitations imposed as to sanitary sewer or water main extensions by the Illinois Environmental Protection Agency, or Yorkville-Bristol Sanitary District.

O. Highways 47, Galena Road, and Corneils Road Entrances. DEVELOPER agrees to comply and pay the cost of compliance with all requirements with regard to entrances into the development from State Highway 47, Galena Road and Corneils Road.

P. Time Is of the Essence. Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto as well as all covenants contained in this Agreement shall be performed in a timely manner by all parties hereto.

Q. Exculpation. It is agreed that CITY is not liable or responsible for any restrictions on CITY's obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Subject Property, CITY, the DEVELOPER, or OWNERS, including, but not limited to, county, state or federal regulatory bodies.

R. Use of Plural. Whenever the plural form of a word is used herein, it shall be interpreted to mean the singular form of the same word if the singular form is applicable.

R DJK MJF

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

DEVELOPER:

OCEAN ATLANTIC CHICAGO, LLC,
A Delaware Limited Liability Company

By: _____
Michael J. Ferraguto

Title: President

Dated: _____

OWNER:

OCEAN ATLANTIC /PFG -
WESTBURY, LLC, a California Limited
Liability Company

By: _____
Michael J. Ferraguto

Title: Chairman and CEO

Dated: _____

CITY:

UNITED CITY OF YORKVILLE, an
Illinois Municipal Corporation

By: _____
Mayor

Attest: _____

Dated: _____

OWNER:

RICHARD A. UNDESSER, JR. and
JOHN F. UNDESSER AS CO-EXECUTORS OF
OF THE ESTATE OF HENRIETTA UNDESSER,
DECEASED, Administered in the Circuit Court for
the 16th Judicial Circuit, Kendall County, Illinois
Case No. 02 P 64

By: Richard A. Undesser Jr. John Undesser

Title:

Dated: 8-26-04

OWNER:

RICHARD A. UNDESSER, JR. AND JOHN
F. UNDESSER AS CO-EXECUTORS OF
THE ESTATE OF RICHARD A.
UNDESSER, SR., DECEASED,
Administered in the Circuit Court for the 16th
Judicial Circuit, Kendall County, Illinois
Case No. 01 P 95

By: Richard A. Undesser Jr. John Undesser

Title:

Dated: 8-26-04

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

DEVELOPER:

OCEAN ATLANTIC CHICAGO, LLC,
A Delaware Limited Liability Company

By: _____
Michael J. Ferraguto

Title: President

Dated: 8.17.04

OWNER:

RICHARD A. UNDESSER, JR. and
JOHN F. UNDESSER AS CO-EXECUTORS OF
OF THE ESTATE OF HENRIETTA UNDESSER,
DECEASED, Administered in the Circuit Court for
the 16th Judicial Circuit, Kendall County, Illinois
Case No. 02 P 64

By: _____

Title:

Dated: _____

OWNER:

OCEAN ATLANTIC /PFG -
WESTBURY, LLC, a California Limited
Liability Company

By: _____
Michael J. Ferraguto

Title: Chairman and CEO

Dated: 8.17.04

OWNER:

RICHARD A. UNDESSER, JR. AND JOHN
F. UNDESSER AS CO-EXECUTORS OF
THE ESTATE OF RICHARD A.
UNDESSER, SR., DECEASED,
Administered in the Circuit Court for the 16th
Judicial Circuit, Kendall County, Illinois
Case No. 01 P 95

By: _____

Title:

Dated: _____

CITY:

UNITED CITY OF YORKVILLE, an
Illinois Municipal Corporation

By: _____
Mayor

Attest: _____
Deputy Clerk

Dated: 9/9/04

LIST OF EXHIBITS

EXHIBIT "A"	UNDESSER PROPERTY LEGAL DESCRIPTION
EXHIBIT "B"	ANNEXATION PARCEL LEGAL DESCRIPTION
EXHIBIT "B-1"	PLAT OF ANNEXATION
EXHIBIT "B-2"	AMENDED ZONING DISTRICT LEGAL DESCRIPTIONS
EXHIBIT "B-3"	GRAPHIC DESCRIPTION OF AMENDED ZONING DISTRICTS
EXHIBIT "C"	PRELIMINARY PUD "C-1" ALTERNATE PUD PLAN
EXHIBIT "D"	PRELIMINARY LANDSCAPE PLAN
EXHIBIT "E"	PRELIMINARY ENGINEERING PLAN
EXHIBIT "E-1"	RAYMOND OUTFALL STORM SEWER
EXHIBIT "F"	COMMON FACILITIES PLAN
EXHIBIT "G"	RIGHT TO FARM STATEMENT AND STATEMENT AUTHORIZING CONTINUING BUSINESS OPERATIONS
EXHIBIT "H"	DEVIATIONS FROM LOCAL CODES
EXHIBIT "I"	YBSD/ROB ROY CREEK INTERCEPTOR PLAN
EXHIBIT "I-1"	LETTER OF CREDIT FOR SANITARY SEWER FEES
EXHIBIT "I-2"	PROPERTIES SUBJECT TO CITY OF YORKVILLE ROB ROY CREEK INTERCEPTOR BOND REPAYMENT
EXHIBIT "J"	EASEMENT AGREEMENT WATER MAIN FACILITIES
EXHIBIT "K"	OPEN SPACE ALLOCATION EXHIBIT
EXHIBIT "L"	WESTBURY VILLAGE HOMEOWNERS ASSOCIATION COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "M"	SECURITY INSTRUMENT IRREVOCABLE LETTER OF CREDIT
EXHIBIT "N"	UNITED CITY OF YORKVILLE ORDINANCES

(i) Zoning Ordinance

(ii) Subdivision Control Ordinance

EXHIBIT "O"	APPLICABLE BUILDING CODES
EXHIBIT "P"	YORKVILLE SCHOOL DISTRICT SCHOOL DISTRICT SITE LETTER
EXHIBIT "Q"	ADJACENT ROADWAY IMPROVEMENT EXHIBITS
EXHIBIT "R"	RECAPTURE AGREEMENT
EXHIBIT "S"	SPECIAL TAX BOND POLICY

EXHIBIT A

PARCEL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 62 DEGREES EAST 9.37 CHAINS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO THE SOUTH LINE OF SAID SECTION 8; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING, (EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION DATED JANUARY 22, 1931 AND RECORDED FEBRUARY 17, 1931 IN DEED RECORD 77, PAGE 583, AND ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, FOR USE OF DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED DATED NOVEMBER 5, 1990 AND RECORDED JANUARY 8, 1991 AS DOCUMENT 910147), IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

Copyright © 2003 Cemcon, Ltd. All rights reserved.

EXHIBIT B

ANNEXATION DESCRIPTION

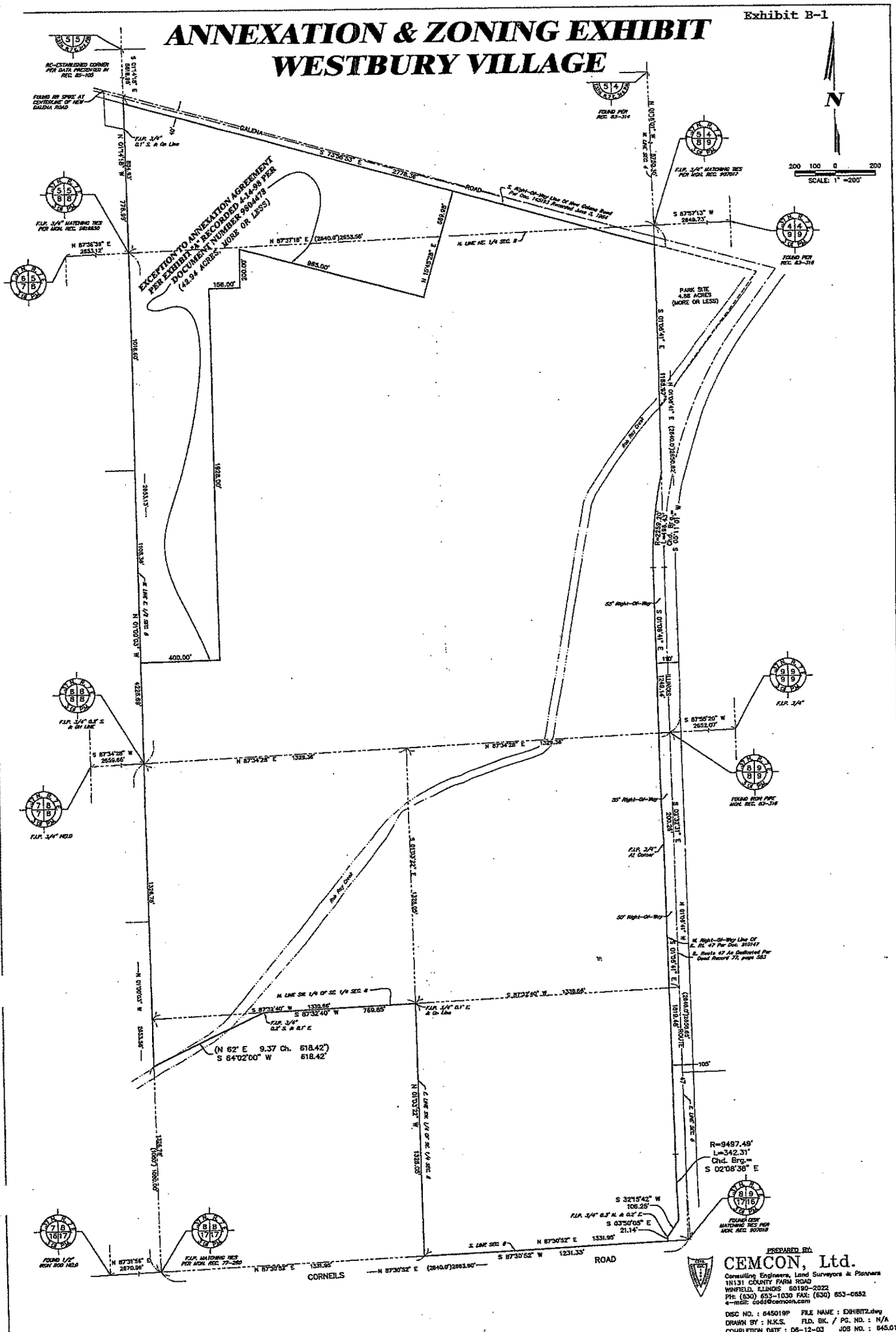
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1080 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 62 DEGREES EAST 9.37 CHAINS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO THE SOUTH LINE OF SAID SECTION 8; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING (EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION DATED JANUARY 22, 1931, AND RECORDED FEBRUARY 17, 1931, IN DEED RECORD 77, (PAGE 583) AND ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED DATED JANUARY 8, 1991, AND RECORDED AS DOCUMENT 910147 IN THE OFFICE OF THE KENDALL COUNTY RECORDER, AND ALSO EXCEPT THAT PORTION OF GALENA ROAD DEDICATED PER DOCUMENT 145193, AND ALSO EXCEPT THEREFROM THAT PART PREVIOUSLY ANNEXED TO THE CITY OF YORKVILLE, ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Copyright © 2003 Cemcon, Ltd. All rights reserved.

Exhibit B-1

ANNEXATION & ZONING EXHIBIT
WESTBURY VILLAGE


N
SCALE: 1" =200'
GALENA ROAD
S 75°56'53" E 2776.36'
S 87°57'13" W 2648.73'
N 87°37'18" E (2640.0')2653.56'
EXCEPTION TO ANNEXATION AGREEMENT PER EXHIBIT "A" RECORDED 4-14-98 PER DOCUMENT NUMBER 98044478 (43.94 ACRES, MORE OR LESS)
PARK SITE 4.55 ACRES (MORE OR LESS)
S 01°01'41" E 1183.32'
R=2359.20'
L=198.18'
CH. BRG.= S 02°08'38" E
CH.=198.12'
50' Right-Of-Way
S 87°55'20" W 2652.07'
N 87°34'28" E 1329.36'
S 87°34'28" W 2659.66'
S 01°33'22" E 1324.09'
N 01°33'22" W 1324.09'
S 87°32'40" W 1330.66'
N 87°32'40" E 769.65'
(N 62° E 9.37 Ch. 618.42')
S 64°02'00" W 618.42'
R=9497.49'
L=342.31'
Ch. Brg.=
S 02°08'38" E
S 32°15'42" W 106.25'
S 03°50'05" E 21.14'
N 87°30'52" E 1331.95'
S 87°30'52" W 1231.33'
N 87°30'52" E (2640.0')2663.90'
N 87°31'55" E 2670.99'
CORNELIS
ROAD
FOUND PER REC. 83-314
FOUND PER REC. 83-316
FOUND IRON PIPE MON. REC. 83-318
FOUND CBSM MATCHING TIES PER MON. REC. 907019
FOUND 1/2" IRON ROD HELD
F.I.P. 3/4" HELD
F.I.P. 3/4" 0.1' S. & On Line
F.I.P. 3/4" 0.2' S. & 0.1' E.
F.I.P. 3/4" 0.3' N. & 0.3' E.
F.I.P. 3/4" MATCHING TIES PER MON. REC. 907017
F.I.P. 3/4" MATCHING TIES PER MON. REC. 98-8450
F.I.P. 3/4" MATCHING TIES PER MON. REC. 77-289
F.I.P. 3/4" 0.2' S. & 0.1' W.
F.I.P. 3/4" 0.2' E. & On Line
F.I.P. 3/4" At Corner
F.I.P. 3/4"
RE-ESTABLISHED CORNER PER DATA PREPARED IN REC. 85-105
FOUND RR SPIKE AT CENTERLINE OF NEW GALENA ROAD
Rte Rly Const
W. Right-Of-Way Line Of E. Rt. 47 Per Doc. 910147
E. Route 47 As Dedicated Per Deed Record 77, page 283
S. Right-Of-Way Line Of New Galena Road Per Doc. 142053 Recorded June 6, 1962
N. LINE NE. 1/4 SEC. 8
E. LINE SEC. 8
E. LINE NW. 1/4 OF SE. 1/4 SEC. 8
N. LINE SW. 1/4 OF SE. 1/4 SEC. 8
S. LINE SEC. 8
E. LINE SW. 1/4 OF SE. 1/4 SEC. 8
E. LINE NE. 1/4 SEC. 8
E. LINE NW. 1/4 SEC. 8
S 01°14'15" E 2611.83'
N 01°14'15" W 854.43'
N 01°01'41" W 1258.30'
S 01°01'41" E 1015.60'
N 01°00'03" W 1108.36'
N 01°00'03" W 2653.13'
N 01°00'03" W 1324.76'
N 01°00'03" W 2653.36'
S 01°01'41" E 1324.76'
S 01°01'41" E 1324.76'
S 01°01'41" E 1324.76

PARCEL 1:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND PART OF THE NORTHEAST QUARTER OF SECTION 8, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NEW GALENA ROAD PER DOCUMENT 145193 AND THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 5; THENCE SOUTH 73 DEGREES 56 MINUTES 53 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1741.74 FEET; THENCE SOUTH 16 DEGREES 03 MINUTES 07 SECONDS WEST, 86.24 FEET; THENCE SOUTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 240.58 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 500.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 02 DEGREES 16 MINUTES 03 SECONDS WEST; THENCE SOUTH 11 DEGREES 31 MINUTES 00 SECONDS EAST, 197.33 FEET; THENCE SOUTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 820.94 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1500.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 04 DEGREES 09 MINUTES 43 SECONDS WEST; THENCE SOUTH 19 DEGREES 50 MINUTES 27 SECONDS WEST, 201.66 FEET; THENCE SOUTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 340.53 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 600.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 03 DEGREES 34 MINUTES 54 SECONDS WEST; THENCE SOUTH 12 DEGREES 40 MINUTES 38 SECONDS EAST, 201.60 FEET; THENCE SOUTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 459.21 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 800.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 03 DEGREES 46 MINUTES 01 SECONDS WEST; THENCE SOUTH 20 DEGREES 12 MINUTES 41 SECONDS WEST, 203.75 FEET; THENCE SOUTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 61.21 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 550.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 17 DEGREES 01 MINUTES 23 SECONDS WEST; THENCE NORTH 76 DEGREES 09 MINUTES 55 SECONDS WEST, 205.27 FEET; THENCE WESTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 49.83 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 771.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 74 DEGREES 18 MINUTES 49 SECONDS WEST; THENCE NORTH 72 DEGREES 27 MINUTES 44 SECONDS WEST, 202.15 FEET; THENCE WESTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 472.08 FEET ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 660.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 87 DEGREES 02 MINUTES 47 SECONDS WEST; THENCE SOUTH 66 DEGREES 33 MINUTES 19 SECONDS WEST, 201.05 FEET; THENCE WESTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 156.69 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 400.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 77 DEGREES 46 MINUTES 38 SECONDS WEST; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 159.87 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 8; THENCE NORTH 01 DEGREES 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 2467.51 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 01 DEGREES 14 MINUTES 18 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 776.99 FEET TO THE POINT OF BEGINNING, ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NEW GALENA ROAD PER DOCUMENT 145193 AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 01 DEGREES 14 MINUTES 18 SECONDS EAST ALONG SAID WEST LINE, 776.99 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 00 MINUTES 03 SECONDS EAST, 2467.51 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 8 TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 59 MINUTES 57 SECONDS EAST, 159.87 FEET; THENCE EASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 156.69 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 400.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 77 DEGREES 46 MINUTES 38 SECONDS EAST; THENCE NORTH 66 DEGREES 33 MINUTES 19 SECONDS EAST, 201.05 FEET; THENCE EASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 472.08 FEET ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 660.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 87 DEGREES 02 MINUTES 47 SECONDS EAST; THENCE SOUTH 72 DEGREES 27 MINUTES 44 SECONDS EAST, 202.15 FEET; THENCE EASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 49.83 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 771.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 74 DEGREES 18 MINUTES 49 SECONDS EAST; THENCE SOUTH 76 DEGREES 09 MINUTES 55 SECONDS EAST, 205.27 FEET; THENCE SOUTHERLY, 300.61 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 550.00 FEET, THE CHORD OF SAID CURVE BEARING, SOUTH 01 DEGREES 49 MINUTES 23 SECONDS EAST; THENCE SOUTH 55 DEGREES 45 MINUTES 57 SECONDS WEST, 601.51 FEET; THENCE SOUTH 80 DEGREES 09 MINUTES 25 SECONDS WEST, 239.34 FEET; THENCE NORTH 67 DEGREES 30 MINUTES 19 SECONDS WEST, 722.58 FEET TO THE WEST LINE OF THE EAST HALF OF SECTION 8; THENCE NORTH 01 DEGREES 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 383.55 FEET TO THE POINT OF BEGINNING, ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 3

THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NEW GALENA ROAD PER DOCUMENT 145193 AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 01 DEGREES 14 MINUTES 18 SECONDS EAST ALONG SAID WEST LINE, 776.99 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 00 MINUTES 03 SECONDS EAST, 2851.06 FEET ALONG THE WEST LINE OF THE EAST HALF OF SECTION 8 TO THE POINT OF BEGINNING; THENCE SOUTH 67 DEGREES 30 MINUTES 19 SECONDS EAST, 722.58 FEET; THENCE NORTH 80 DEGREES 09 MINUTES 25 SECONDS EAST, 239.34 FEET; THENCE NORTH 55 DEGREES 45 MINUTES 57 SECONDS EAST, 601.51 FEET; THENCE NORTHERLY, 361.82 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 550.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 01 DEGREES 21 MINUTES 58 SECONDS EAST; THENCE NORTH 20 DEGREES 12 MINUTES 41 SECONDS EAST, 118.60 FEET; THENCE SOUTH 54 DEGREES 19 MINUTES 24 SECONDS EAST, 237.50 FEET; THENCE NORTH 67 DEGREES 35 MINUTES 06 SECONDS EAST, 203.60 FEET; THENCE NORTH 02 DEGREES 31 MINUTES 19 SECONDS WEST, 526.91 FEET; THENCE NORTH 27 DEGREES 10 MINUTES 31 SECONDS EAST, 183.69 FEET; THENCE NORTH 35 DEGREES 41 MINUTES 00 SECONDS EAST, 445.34 FEET; THENCE NORTH 29 DEGREES 59 MINUTES 41 SECONDS EAST, 398.32 FEET; THENCE SOUTH 64 DEGREES 51 MINUTES 04 SECONDS EAST, 302.19 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 01 DEGREES 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 106.16 FEET TO THE WEST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 910147 (THE FOLLOWING TWO COURSE ARE ALONG SAID WEST RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECONDS WEST; THENCE SOUTH 01 DEGREES 06 MINUTES 41 SECONDS EAST, 342.91 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 319.44 FEET; THENCE SOUTH 20 DEGREES 27 MINUTES 33 SECONDS WEST, 816.08 FEET; THENCE SOUTH 05 DEGREES 41 MINUTES 59 SECONDS WEST, 143.57 FEET; THENCE SOUTH 22 DEGREES 13 MINUTES 07 SECONDS WEST, 205.00 FEET; THENCE SOUTH 67 DEGREES 46 MINUTES 53 SECONDS EAST, 37.59 FEET; THENCE SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 191.82 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 445.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 55 DEGREES 25 MINUTES 57 SECONDS EAST; THENCE SOUTH 43 DEGREES 05 MINUTES 02 SECONDS EAST, 202.04 FEET; THENCE SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 301.77 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 350.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 67 DEGREES 05 MINUTES 51 SECONDS EAST; THENCE NORTH 88 DEGREES 53 MINUTES 19 SECONDS EAST, 130.79 FEET TO THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE; THENCE SOUTH 01 DEGREES 06 MINUTES 41 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 1055.51 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 28 SECONDS WEST, 252.99 FEET; THENCE NORTH 78 DEGREES 44 MINUTES 55 SECONDS WEST, 81.32 FEET; THENCE NORTH 59 DEGREES 03 MINUTES 20 SECONDS WEST, 82.67 FEET; THENCE NORTH 05 DEGREES 32 MINUTES 25 SECONDS WEST, 73.00 FEET; THENCE SOUTH 73 DEGREES 06 MINUTES 24 SECONDS WEST, 91.63 FEET; THENCE SOUTH 83 DEGREES 01 MINUTES 29 SECONDS WEST, 100.45 FEET; THENCE NORTH 87 DEGREES 03 MINUTES 26 SECONDS WEST, 100.45 FEET; THENCE NORTH 07 DEGREES 54 MINUTES 06 SECONDS EAST, 150.00 FEET; THENCE WESTERLY, 20.01 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 431.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 80 DEGREES 46 MINUTES 06 SECONDS WEST; THENCE NORTH 79 DEGREES 25 MINUTES 17 SECONDS WEST, 93.21 FEET; THENCE SOUTHWESTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 571.09 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 322.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 49 DEGREES 45 MINUTES 10 SECONDS WEST; THENCE SOUTH 01 DEGREES 03 MINUTES 22 SECONDS EAST, 589.69 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 52 SECONDS EAST, 1132.88 FEET; THENCE SOUTH 32 DEGREES 15 MINUTES 42 SECONDS WEST, 583.29 FEET; THENCE SOUTH 01 DEGREES 03 MINUTES 22 SECONDS EAST, 1326.05 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 40 SECONDS WEST, 769.85 FEET; THENCE SOUTH 64 DEGREES 02 MINUTES 00 SECONDS WEST, 618.42 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 8; THENCE NORTH 01 DEGREES 00 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, 1375.63 FEET TO THE POINT OF BEGINNING, ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 4

THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NEW GALENA ROAD PER DOCUMENT 145193 AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 73 DEGREES 56 MINUTES 53 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 2778.36 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8; THENCE SOUTH 01 DEGREES 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 910147 (THE FOLLOWING SIX COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECONDS WEST; THENCE SOUTH 01 DEGREES 06 MINUTES 41 SECONDS EAST, 1249.14 FEET; THENCE SOUTH 02 DEGREES 32 MINUTES 31 SECONDS EAST, 200.26 FEET; THENCE SOUTH 01 DEGREES 06 MINUTES 41 SECONDS EAST, 1434.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 185.33 FEET; THENCE SOUTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 342.31 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 9497.49 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 02 DEGREES 08 MINUTES 38 SECONDS EAST; THENCE SOUTH 32 DEGREES 15 MINUTES 42 SECONDS WEST, 83.29 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 52 SECONDS WEST, 1132.88 FEET; THENCE NORTH 01 DEGREES 03 MINUTES 22 SECONDS WEST, 589.69 FEET; THENCE NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 571.09 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 322.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 49 DEGREES 45 MINUTES 10 SECONDS EAST; THENCE SOUTH 79 DEGREES 25 MINUTES 17 SECONDS EAST, 93.21 FEET; THENCE EASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 20.01 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 431.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 80 DEGREES 46 MINUTES 06 SECONDS EAST; THENCE SOUTH 07 DEGREES 54 MINUTES 06 SECONDS WEST, 150.00 FEET; THENCE SOUTH 87 DEGREES 03 MINUTES 26 SECONDS EAST, 100.45 FEET; THENCE NORTH 83 DEGREES 01 MINUTES 29 SECONDS EAST, 100.45 FEET; THENCE NORTH 73 DEGREES 06 MINUTES 24 SECONDS EAST, 91.63 FEET; THENCE SOUTH 05 DEGREES 32 MINUTES 25 SECONDS EAST, 73.00 FEET; THENCE SOUTH 59 DEGREES 03 MINUTES 20 SECONDS EAST, 82.67 FEET; THENCE SOUTH 78 DEGREES 44 MINUTES 55 SECONDS EAST, 81.32 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 28 SECONDS EAST, 252.99 FEET TO THE POINT OF BEGINNING, ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NEW GALENA ROAD PER DOCUMENT 145193 AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 73 DEGREES 56 MINUTES 53 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 2778.36 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8; THENCE SOUTH 01 DEGREES 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1188.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 PER DOCUMENT 910147 (THE FOLLOWING FOUR COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTHERLY, 496.43 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2259.20 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 05 DEGREES 11 MINUTES 01 SECONDS WEST; THENCE SOUTH 01 DEGREES 06 MINUTES 41 SECONDS EAST, 342.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID LINE, 906.23 FEET; THENCE SOUTH 02 DEGREES 32 MINUTES 31 SECONDS EAST, 200.26 FEET; THENCE SOUTH 01 DEGREES 06 MINUTES 41 SECONDS EAST, 378.64 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 19 SECONDS WEST, 130.79 FEET; THENCE NORTHWESTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 301.77 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 350.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 67 DEGREES 05 MINUTES 51 SECONDS WEST; THENCE NORTH 43 DEGREES 05 MINUTES 02 SECONDS WEST, 202.04 FEET; THENCE NORTHWESTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 191.82 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 445.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 55 DEGREES 25 MINUTES 57 SECONDS WEST; THENCE NORTH 67 DEGREES 46 MINUTES 53 SECONDS WEST, 37.59 FEET; THENCE NORTH 22 DEGREES 13 MINUTES 07 SECONDS EAST, 205.00 FEET; THENCE NORTH 05 DEGREES 41 MINUTES 59 SECONDS EAST, 143.57 FEET; THENCE NORTH 20 DEGREES 27 MINUTES 33 SECONDS EAST, 816.08 FEET; THENCE NORTH 88 DEGREES 53 MINUTES 19 SECONDS EAST, 319.44 FEET TO THE POINT OF BEGINNING, ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 6

THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NEW GALENA ROAD PER DOCUMENT 145193 AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 73 DEGREES 56 MINUTES 53 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1741.74 FEET; THENCE SOUTH 16 DEGREES 03 MINUTES 07 SECONDS WEST, 86.24 FEET; THENCE SOUTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 240.58 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 500.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 02 DEGREES 16 MINUTES 03 SECONDS WEST; THENCE SOUTH 11 DEGREES 31 MINUTES 00 SECONDS EAST, 197.33 FEET; THENCE SOUTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 436.83 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1500.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 03 DEGREES 10 MINUTES 26 SECONDS EAST TO THE POINT OF BEGINNING; THENCE SOUTH 71 DEGREES 47 MINUTES 08 SECONDS EAST, 322.82 FEET; THENCE SOUTH 64 DEGREES 51 MINUTES 04 SECONDS EAST, 449.40 FEET; THENCE SOUTH 29 DEGREES 59 MINUTES 41 SECONDS WEST, 398.32 FEET; THENCE SOUTH 35 DEGREES 41 MINUTES 00 SECONDS WEST, 445.34 FEET; THENCE SOUTH 27 DEGREES 10 MINUTES 31 SECONDS WEST, 183.69 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 19 SECONDS EAST, 526.91 FEET; THENCE SOUTH 67 DEGREES 35 MINUTES 06 SECONDS WEST, 203.60 FEET; THENCE NORTH 54 DEGREES 19 MINUTES 24 SECONDS WEST, 237.50 FEET; THENCE NORTH 20 DEGREES 12 MINUTES 41 SECONDS EAST, 85.15 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 459.21 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 800.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 03 DEGREES 46 MINUTES 01 SECONDS EAST; THENCE NORTH 12 DEGREES 40 MINUTES 38 SECONDS WEST, 201.60 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 340.53 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 600.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 03 DEGREES 34 MINUTES 54 SECONDS EAST; THENCE NORTH 19 DEGREES 50 MINUTES 27 SECONDS EAST, 201.66 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 384.11 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1500.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 12 DEGREES 30 MINUTES 18 SECONDS EAST TO THE POINT OF BEGINNING, ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 7

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND PART OF THE EAST HALF OF SECTION 8, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NEW GALENA ROAD PER DOCUMENT 145193 AND THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 5; THENCE SOUTH 73 DEGREES 56 MINUTES 53 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1741.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID LINE, 1036.62 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8; THENCE SOUTH 01 DEGREES 06 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1082.81 FEET; THENCE NORTH 64 DEGREES 51 MINUTES 04 SECONDS WEST, 751.59 FEET; THENCE NORTH 71 DEGREES 47 MINUTES 08 SECONDS WEST, 322.82 FEET; THENCE NORTHERLY, 436.83 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1500.00 FEET, THE CHORD OF SAID CURVE BEARING, NORTH 03 DEGREES 10 MINUTES 26 SECONDS WEST; THENCE NORTH 11 DEGREES 31 MINUTES 00 SECONDS WEST, 197.33 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 240.58 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 500.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 02 DEGREES 16 MINUTES 03 SECONDS EAST; THENCE NORTH 16 DEGREES 03 MINUTES 07 SECONDS EAST, 86.24 FEET TO THE POINT OF BEGINNING, ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, ILLINOIS 60505-9675
PH: (630) 862-2100 FAX: (630) 862-2199
e-mail: cadd@cemcon.com

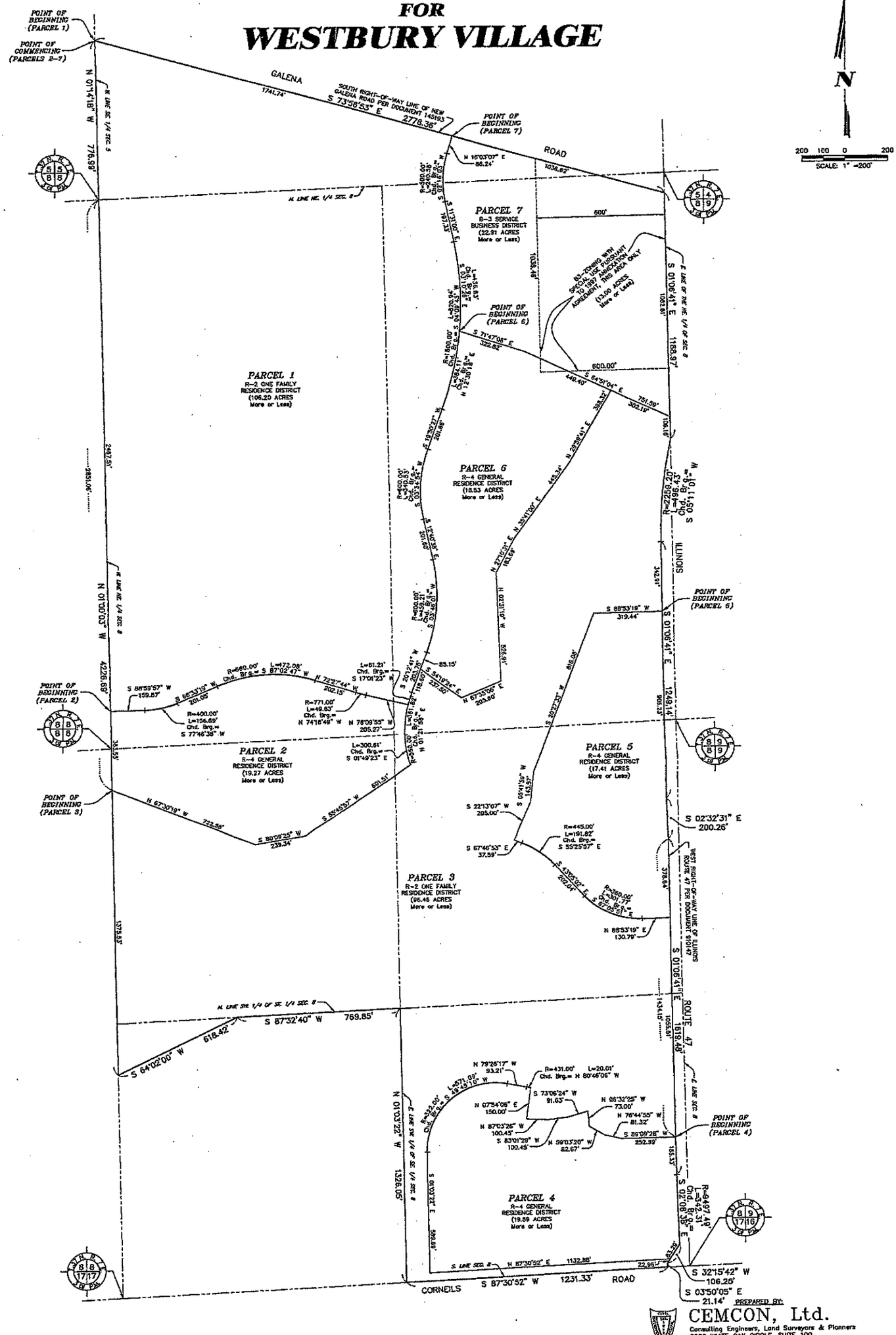
DISC NO. : R:\645019 FILE NAME : ZONINGEXHIBIT.d
DRAWN BY : D.B./N.S. FLD. BK. / PG. NO. : N/A
COMPLETION DATE : 06-12-03 JOB NO. : 645.0

Copyright © 2003 Cemcon, Ltd. All rights reserved

ZONING EXHIBIT
FOR
WESTBURY VILLAGE

EXHIBIT B-3

SHEET 1 OF 2



PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, ILLINOIS 60505-9875
PH: (630) 862-2100 FAX: (630) 862-2199
e-mail: cadd@cemcon.com

DISC NO. : R:\645019 FILE NAME : ZONINGEXHIBIT.dwg
DRAWN BY : D.B./N.S. FLD. BK. / PG. NO. : N/A
COMPLETION DATE : 06-12-03 JOB NO. : 645.019
REVISED: 11-06-03/DLB PER LETTER DATED OCTOBER 23, 2003

Copyright © 2003 Cemcon, Ltd. All rights reserve

EXHIBIT C

PRELIMINARY P.U.D. PLAN & PLAT

FOR

WESTBURY

PREPARED FOR:

ocean atlantic

1800 DIAGONAL RD. SUITE 425
ALEXANDRIA, VA 22314
PHONE: (703) 299-9966
FAX: (703) 299-9199

SHEET INDEX

LT	TITLE SHEET
L1	OVERALL PRELIMINARY P.U.D. PLAN AND PLAT
L2	POD 1, COMMERCIAL, AND SCHOOL PARK SITE
L3	POD 2, POD 3, AND POD 4-B
L4	POD 4-A, POD 5, POD 6, AND POD 8
L5	POD 6 (cont.) AND POD 7

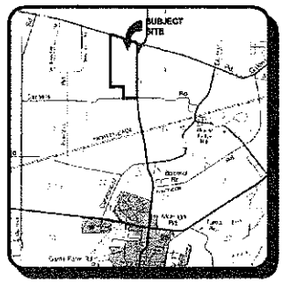
CONSULTANTS

LANDSCAPE ARCHITECT / PLANNER

LANNERT GROUP, INC.
215 FULTON STREET
GENEVA, ILLINOIS 60134
(630) 208-8088
(630) 208-8050 (fax)

CIVIL ENGINEER

CEMCON ENGINEERING
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, IL 60504
(630) 862-2100
(630) 862-2199 (fax)



LOCATION MAP
NOT TO SCALE

LANDSCAPE ARCHITECT'S CERTIFICATE

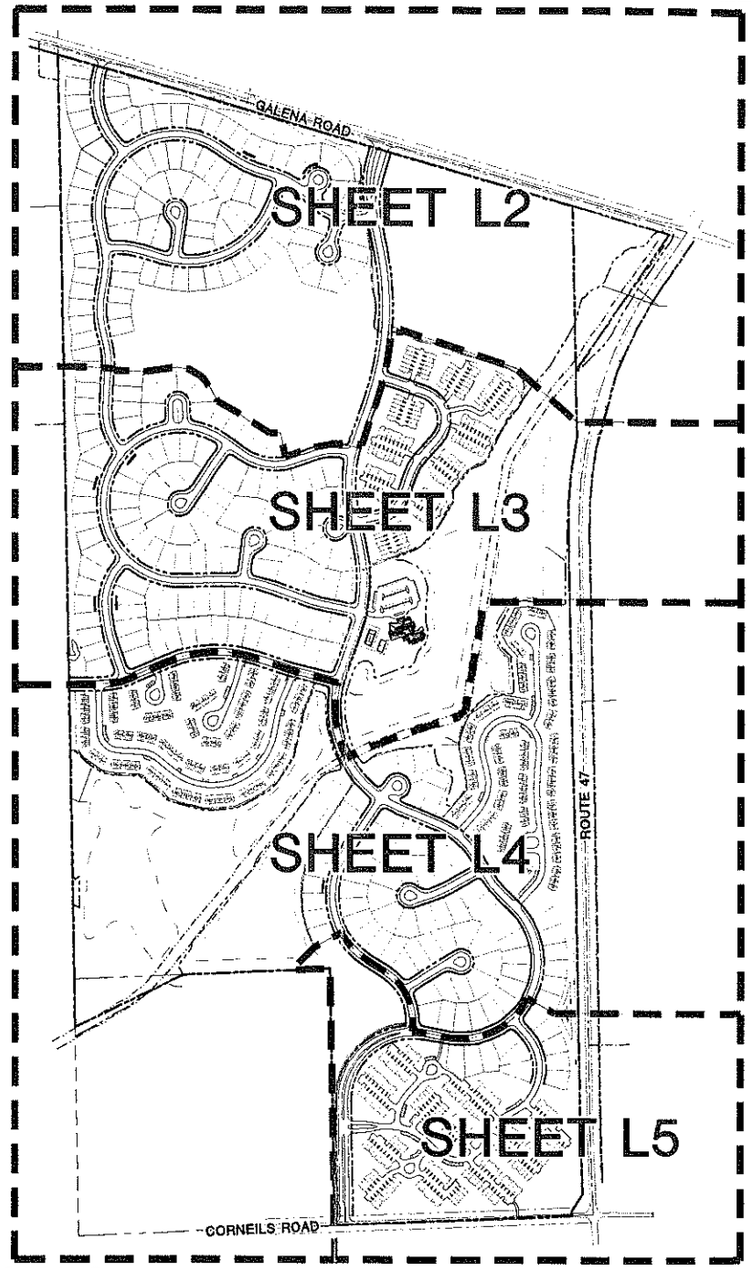
STATE OF ILLINOIS } SS
COUNTY OF KENDALL }

This is to certify that the final landscape architectural plan for Westbury for Ocean Atlantic located at Illinois Route 47 and Galena Road in Yorkville, IL was designed and prepared by an Illinois Registered Landscape Architect.

The Lannert Group, Inc.

PROFESSIONAL LANDSCAPE ARCHITECT — GREGORY BRENT STEVENS — 1491-001161 — REGISTERED — STATE OF ILLINOIS

NOTE:
THE LANDSCAPE ARCHITECT AND HIS/HER CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE WORK PRODUCT THEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE WORK PRODUCT, THE LANDSCAPE ARCHITECT SHALL BE PROMPTLY NOTIFIED SO THAT HE/SHE MAY HAVE THE OPPORTUNITY TO TAKE ANY STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE LANDSCAPE ARCHITECT OF SUCH CONDITIONS SHALL ABSOLVE THE LANDSCAPE ARCHITECT FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE LANDSCAPE ARCHITECT, OR IN CONTRADICTION TO THE LANDSCAPE ARCHITECT'S WORK PRODUCT OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE LANDSCAPE ARCHITECT BUT OF THE PARTIES RESPONSIBLE FOR THE TAKING OF SUCH ACTION.



SITE MAP
SCALE: 1" = 500'-0"

JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: TEL

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL RD., SUITE 425
ALEXANDRIA, VA 22314
(703) 299-9966
(703) 299-9199 (fax)

© 2003 The Lannert Group, Inc.

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg@lannert.com

TITLE SHEET

SHEET NUMBER
LT
1 OF 6

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\LT.dwg DATE PRINTED: Feb 01, 2005 - 11:19am

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Preliminary Plan.dwg DATE PRINTED: Feb 01, 2005 - 11:47am

WESTBURY VILLAGE

YORKVILLE, ILLINOIS

1 SINGLE FAMILY A
32.01 ACRES
12,000 SQ. FT. LOTS
10,000 SQ. FT. ADJACENT TO OPEN SPACE
89 UNITS

SCHOOL SITE
15.00 ACRES

BUFFER SPACE A
4.19 ACRES

2 SINGLE FAMILY B
45.13 ACRES
12,000 SQ. FT. LOTS
10,000 SQ. FT. ADJACENT TO OPEN SPACE
116 UNITS

PARK LAND DONATION
12.02 ACRES
5.0 AC. NEIGHBORHOOD PARK 1
3.81 AC. NEIGHBORHOOD PARK 2
3.21 AC. REGIONAL TRAIL

8 SINGLE FAMILY ATTACHED
18.87 ACRES
16.91 AC. LAND AREA
1.96 AC. REGIONAL DETENTION
150 UNITS
8.0 UNITS/ACRE

4-A OPEN SPACE A: CREEK CORRIDOR/ DETENTION - PODS 1, 2, 6
26.07 ACRES

BUFFER SPACE B
2.22 ACRES

9 COMMERCIAL
22.70 ACRES

3 SINGLE FAMILY ATTACHED
16.75 ACRES
15.29 AC. LAND AREA
1.46 AC. REGIONAL DETENTION
134 UNITS
8.0 UNITS/ACRE

4-B OPEN SPACE B: CREEK CORRIDOR/ CLUBHOUSE
24.12 ACRES

BUFFER SPACE C
.15 ACRES

BUFFER SPACE D
.17 ACRES

BUFFER SPACE E
.15 ACRES

INTERNAL R.O.W.
.61 ACRES

5 SINGLE FAMILY ATTACHED
18.30 ACRES
14.19 AC. LAND AREA
4.11 AC. REGIONAL DETENTION
146 UNITS
8.0 UNITS/ACRE

6 SINGLE FAMILY B
31.68 ACRES
12,000 SQ. FT. LOTS
10,000 SQ. FT. ADJACENT TO OPEN SPACE
84 UNITS

BUFFER SPACE F
4.09 ACRES

7 SINGLE FAMILY ATTACHED
21.35 ACRES
18.79 AC. LAND AREA
2.56 AC. REGIONAL DETENTION
171 UNITS
8.0 UNITS/ACRE

PROPOSED R.O.W. EXPANSION
1.19 ACRES
FUTURE EXPANSION OF CORNELL'S ROAD TO AN 80' R.O.W.

OPEN SPACE D
.27 ACRES

BUFFER SPACE G
1.32 ACRES

OPEN SPACE C
2.29 ACRES

GALENA ROAD
WESTBURY BLVD.
CORNELL'S ROAD
ROUTE 47
CLUBHOUSE
FLOODPLAIN
COMMERCIAL SITE 22.70 ACRES
KENDALL CO. FOREST PRESERVE
PARK SITE 1 5.00 ACRES
SCHOOL SITE 15.00 ACRES
NEIGHBORHOOD PARK 3.81 ACRES
SUBJECT SITE

SITE DATA			
SINGLE FAMILY (12,000 SQ. FT. NEIGHBORHOODS 1, 2, & 6)	108.82 ACRES	36.2%	289 UNITS
SINGLE FAMILY ATTACHED	76.27 ACRES	25.0%	601 UNITS
TOWNHOMES (INCLUDES 0.67 AC. STORMWATER REQUIREMENT)	37.10 AC.		296 UNITS
COURTYARD HOMES (INCLUDES 0.62 AC. STORMWATER REQUIREMENT)	39.17 AC.		305 UNITS
OPEN SPACE	92.07 ACRES	30.6%	
OPEN SPACE A	16.56 AC.		
OPEN SPACE B	24.12 AC.		
OPEN SPACE C	2.29 AC.		
OPEN SPACE D	.27 AC.		
SINGLE FAMILY DETENTION	8.62 AC.		
SCHOOL SITE	15.00 AC.		
PARK SITE 1	5.00 AC.		
PARK SITE 2	3.81 AC.		
BUFFERS	12.29 AC.		
REGIONAL TRAIL	3.22 AC.		
COMMERCIAL	22.70 ACRES	7.6 %	
INTERNAL R.O.W.	.61 ACRES	.2 %	
FUTURE R.O.W. (FUTURE EXPANSION OF CORNELL'S ROAD TO AN 80' R.O.W.)	1.19 ACRES	.4 %	
TOTAL	300.88 ACRES	100%	890 UNITS 2.96 UNITS/ACRE

LOCATION MAP
NOT TO SCALE

OVERALL PRELIMINARY P.U.D. PLAN & PLAT

SCALE IN FEET: 200 100 0 200 400 600

NORTH

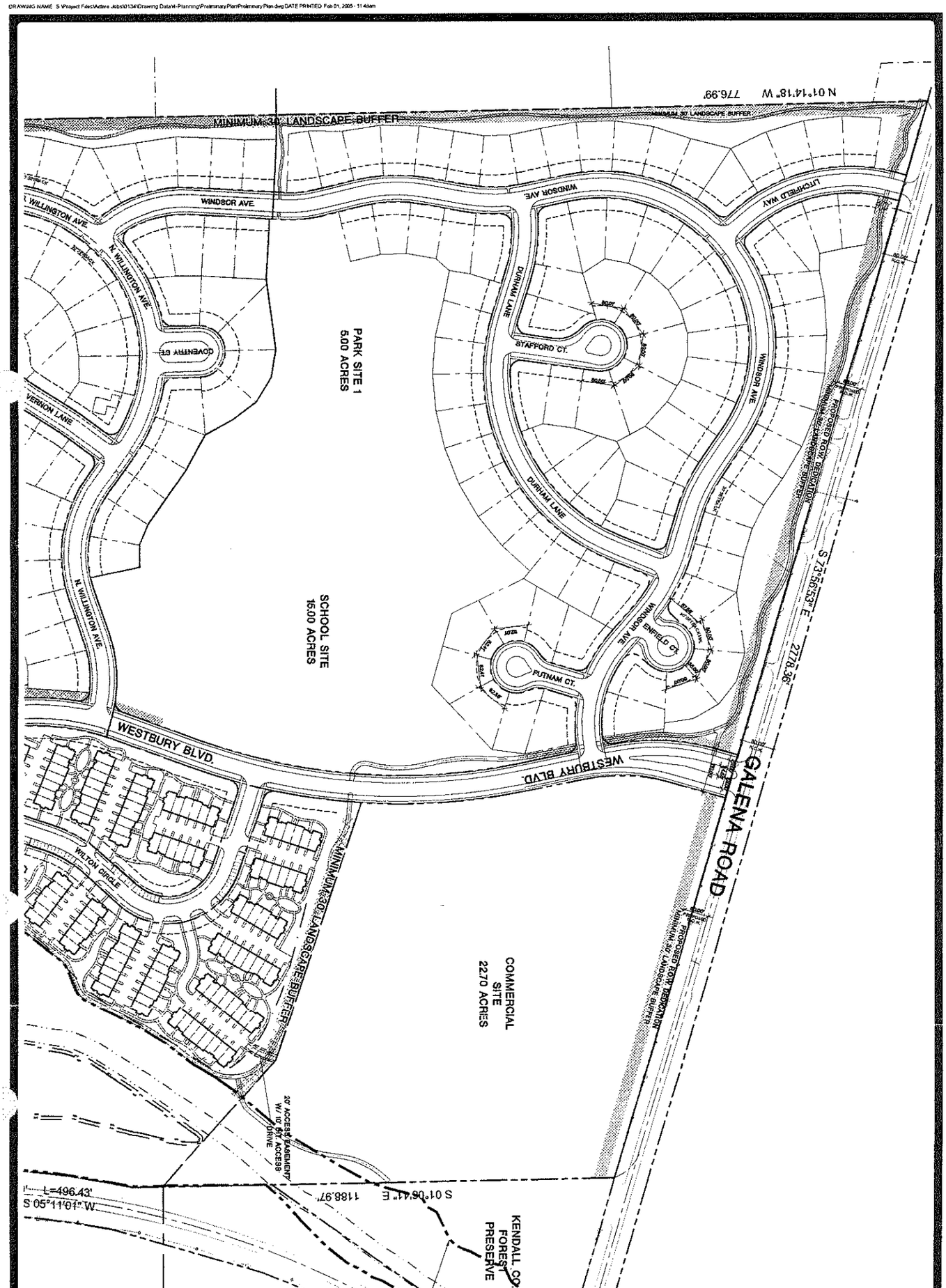
SHEET NUMBER L1 2 OF 6

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
@ lannert.com

ocean atlantic
OWNER/DEVELOPER
1900 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-6060
(703) 299-8199 (fax)

JOB NO.	DATE	REVISIONS	DRAWN BY	TEL
0134	04.06.04	04.30.04		

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Preliminary Plan.dwg DATE PRINTED: Feb 01, 2005 - 11:48am



POD 1, COMMERCIAL, SCHOOL/PARK SITE

SHEET NUMBER L2 OF 1

100 50 0 100 200 300
SCALE IN FEET

NORTH

Lannert Group
Landscape Architecture ▪ Planning ▪ Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
llg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-6060
(703) 299-6198 (FAX)

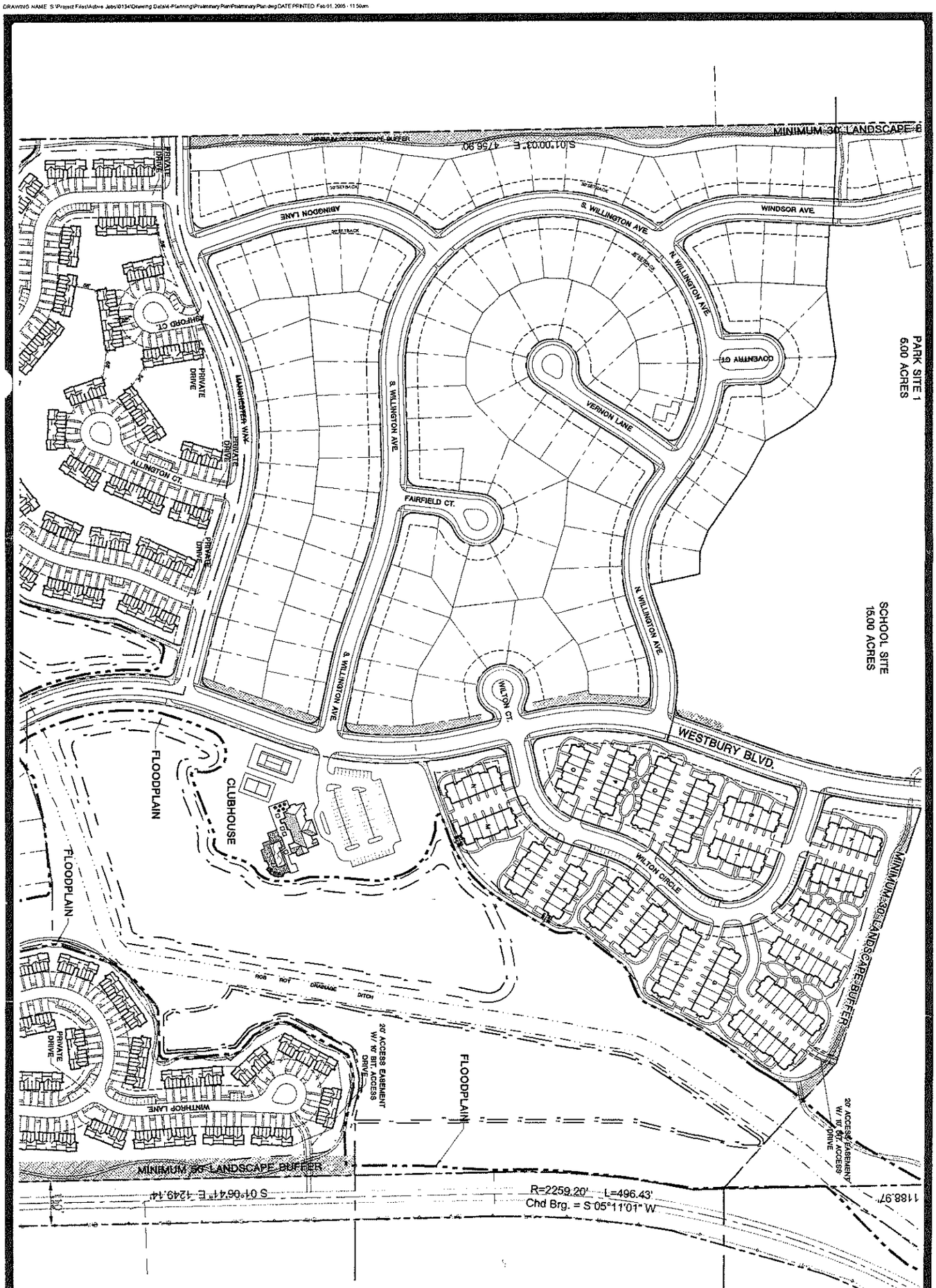
DRAWN BY:
TEL

REVISIONS: 04.30.04

DATE: 04.09.04

JOB NO.: 0134

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Preliminary Plan.dwg DATE PRINTED: Feb 01, 2005 - 11:50am



POD 2, POD 3, & POD 4-B

SHEET NUMBER L3 OF 8

SCALE IN FEET 100 50 0 100 200 300

NORTH

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-6060
(703) 299-8199 (FAX)

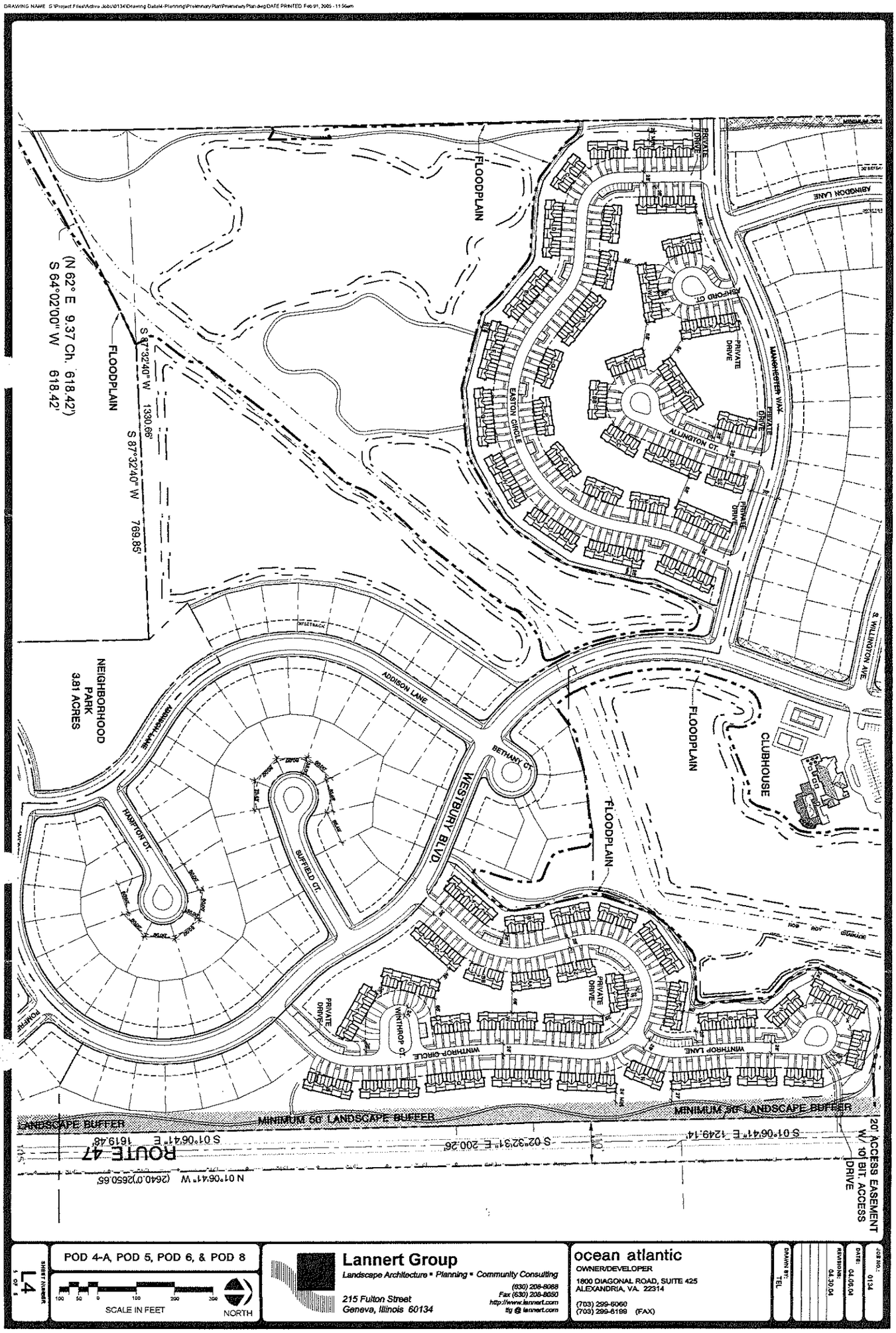
DRAWN BY:
TEL

REVISIONS:
04.30.04

DATE:
04.08.04

JOB NO.:
0134

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Preliminary Plan.dwg DATE PRINTED: Feb 01, 2005 - 11:56am



POD 4-A, POD 5, POD 6, & POD 8

SCALE IN FEET: 100 50 0 100 200 300

NORTH

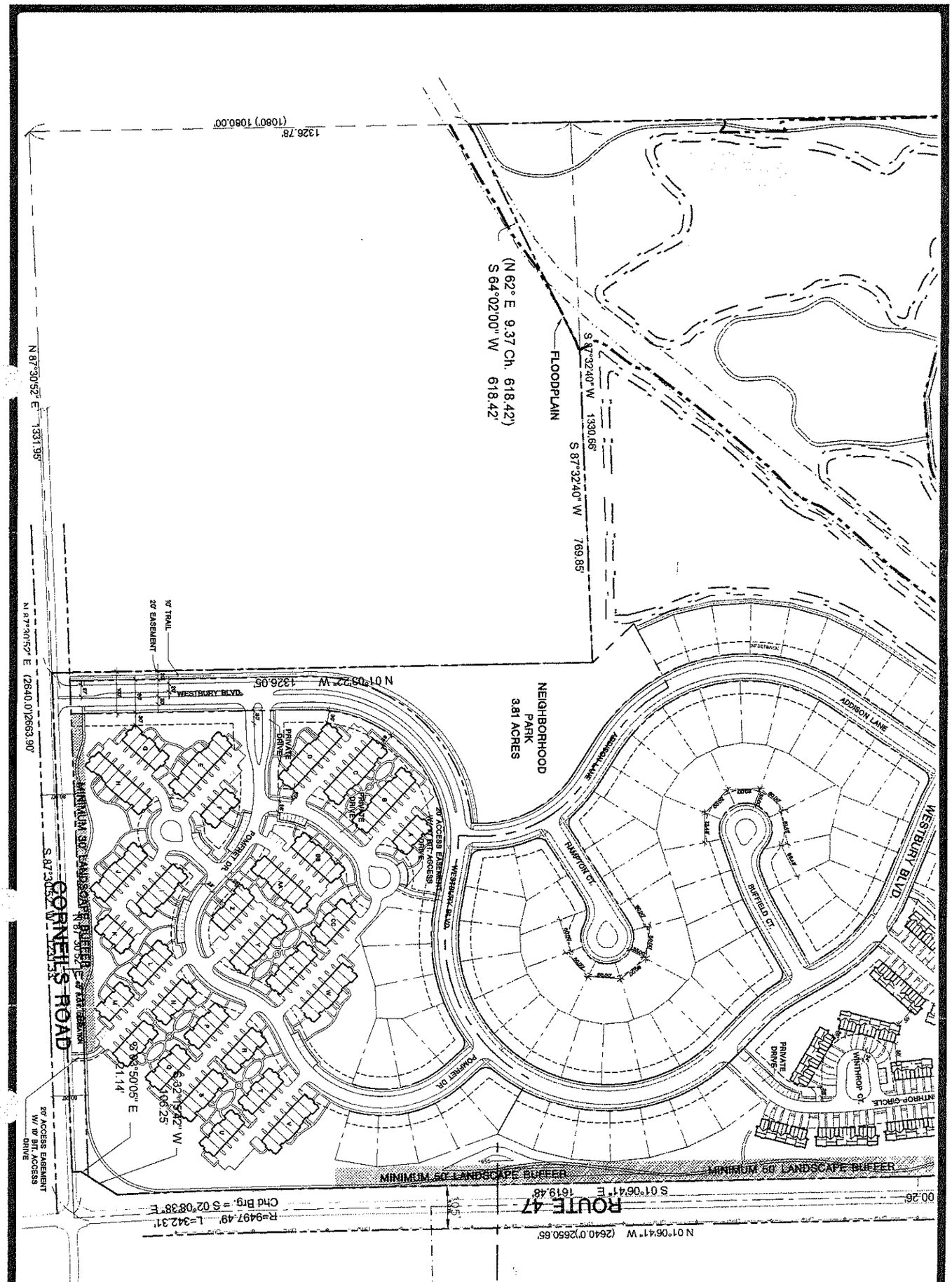
SHEET NUMBER: L4 5 OF 6

Lannert Group
Landscape Architecture ▪ Planning ▪ Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-6060
(703) 299-6199 (FAX)

DRAWN BY:
TEL.
REVISIONS: 04.30.04
DATE: 04.09.04
JOB NO.: 0134

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Preliminary Plan.dwg DATE PRINTED: Feb 01, 2005 - 11:51am



POD 6 (CONT.) & POD 7

SCALE IN FEET: 100 50 0 100 200 300 — NORTH

SHEET NUMBER: L5 OF

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-8060
(703) 299-8199 (FAX)

DRAWN BY:
TEL
REVISIONS: 04.30.04
DATE: 04.08.04
JOB NO.: 0134

EXHIBIT D

PRELIMINARY LANDSCAPE PLANS
FOR
WESTBURY

PREPARED FOR:
ocean atlantic
1800 DIAGONAL RD, SUITE 425
ALEXANDRIA, VA 22314
PHONE: (703) 299-8080
FAX: (703) 299-8199

SHEET INDEX

LT	TITLE SHEET
L1	OVERALL LANDSCAPE PLAN
L2	PRELIMINARY LANDSCAPE PLAN
L3	PRELIMINARY LANDSCAPE PLAN
L4	PRELIMINARY LANDSCAPE PLAN
L5	PRELIMINARY LANDSCAPE PLAN
L6	BUFFERYARD PLANTING PLANS
L7	TYPICAL ISLAND PLANTING PLANS
L8	CLUBHOUSE LANDSCAPE PLAN
L9	SIGN PACKAGE
L10	TYPICAL UNIT LANDSCAPE PLAN
L11	TYPICAL UNIT LANDSCAPE PLAN
L12	TYPICAL UNIT LANDSCAPE PLAN
L13	LANDSCAPE SPECIFICATIONS AND DETAILS

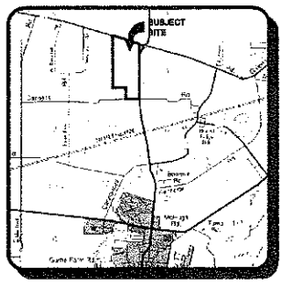
CONSULTANTS

LANDSCAPE ARCHITECT / PLANNER

LANNERT GROUP, INC.
215 FULTON STREET
GENEVA, ILLINOIS 60134
(630) 208-8088
(630) 208-8050 (fax)

CIVIL ENGINEER

CEMCON ENGINEERING
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, IL 60504
(630) 862-2100
(630) 862-2199 (fax)



LOCATION MAP
NOT TO SCALE

LANDSCAPE ARCHITECT'S CERTIFICATE

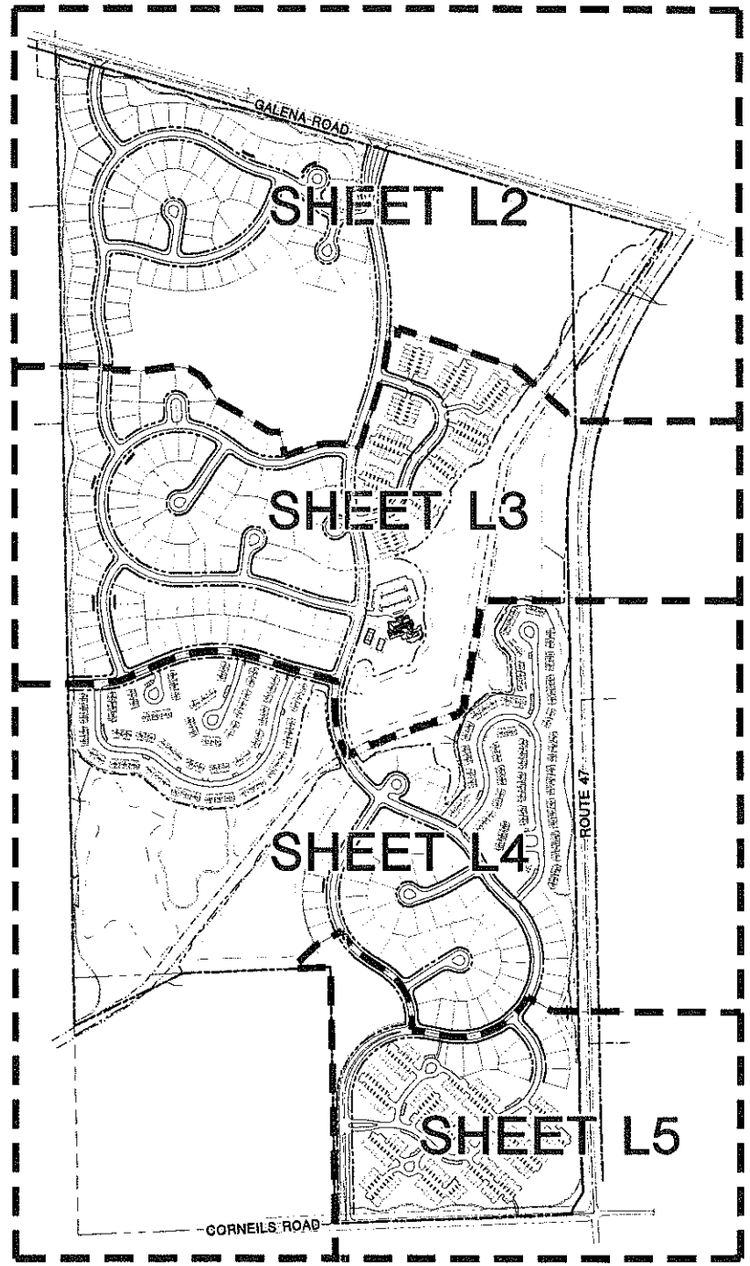
STATE OF ILLINOIS } SS
COUNTY OF KENDALL }

This is to certify that the final landscape architectural plan for Westbury for Ocean Atlantic located at Illinois Route 47 and Galena Road in Yorkville, IL. was designed and prepared by an Illinois Registered Landscape Architect.

The Lannert Group, Inc.

PROFESSIONAL LANDSCAPE ARCHITECT GREGORY BRENT STEVENS 1.A.P.E.P.-001091 REGISTERED STATE OF ILLINOIS

NOTE:
THE LANDSCAPE ARCHITECT AND HIS/HER CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE WORK PRODUCT THEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE WORK PRODUCT, THE LANDSCAPE ARCHITECT SHALL BE PROMPTLY NOTIFIED SO THAT HE/SHE MAY HAVE THE OPPORTUNITY TO TAKE ANY STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE LANDSCAPE ARCHITECT OF SUCH CONDITIONS SHALL ABSOLVE THE LANDSCAPE ARCHITECT FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE LANDSCAPE ARCHITECT, OR IN CONTRADICTION TO THE LANDSCAPE ARCHITECTS WORK PRODUCT OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE LANDSCAPE ARCHITECT BUT OF THE PARTIES RESPONSIBLE FOR THE TAKING OF SUCH ACTION.



SITE MAP
SCALE: 1" = 300'-0"

JOB NO.: 0134
DATE: 02.26.04
REVISIONS: 03.24.04, 04.30.04
DRAWN BY: BCL

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL RD., SUITE 425
ALEXANDRIA, VA 22314
(703) 299-8080
(703) 299-8199 (fax)

© 2003 The Lannert Group, Inc.

Lannert Group
Landscape Architecture • Planning • Community Consulting
(630) 208-8088
Fax: (630) 208-8050
http://www.lannert.com
lg@lannert.com
215 Fulton Street
Geneva, Illinois 60134

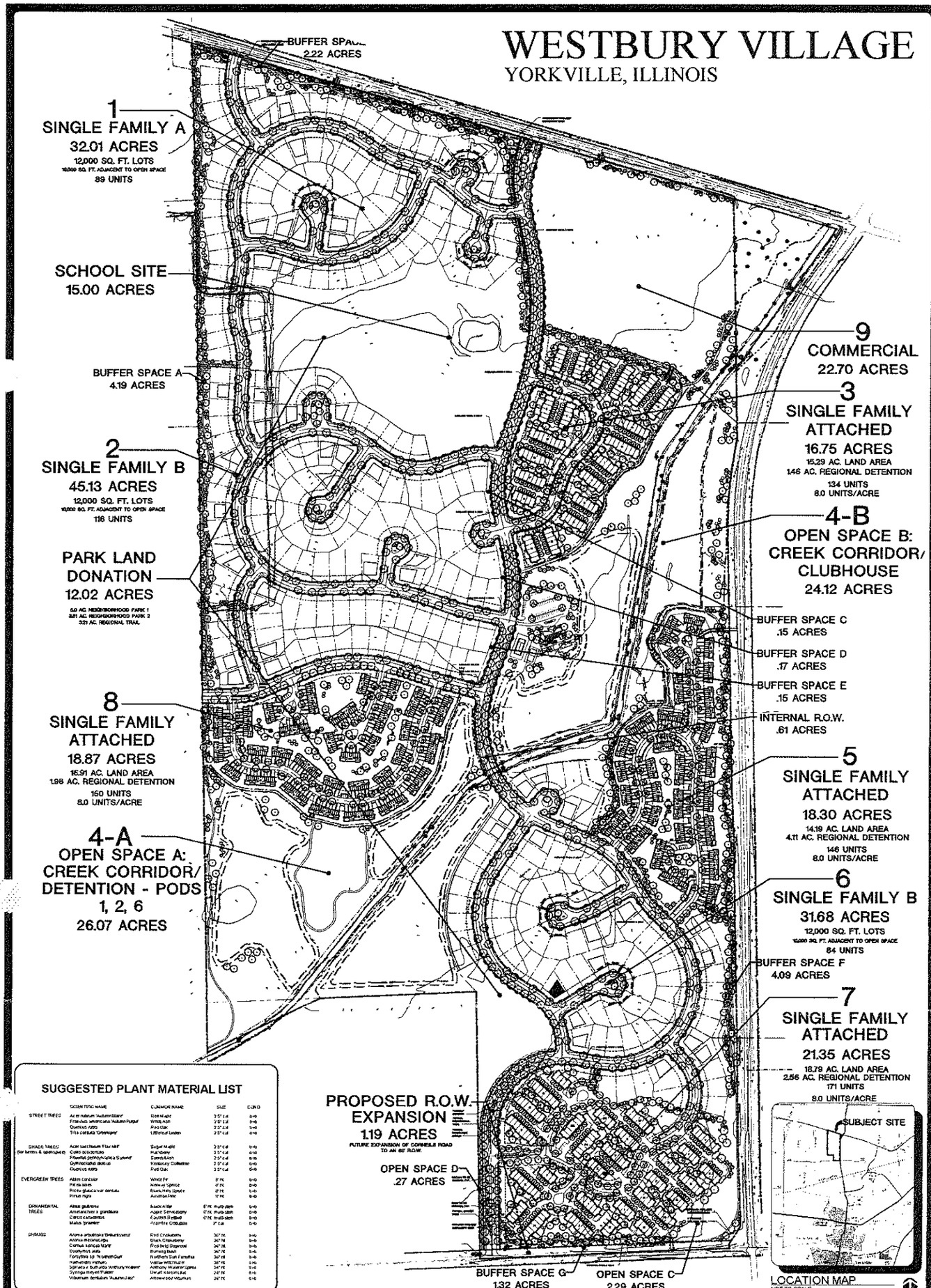
TITLE SHEET

SHEET NUMBER
LT
1 OF 14

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\Landscape Architecture\LT.dwg DATE PRINTED: Feb 01, 2005 - 12:24pm

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\S-Landscape Arch\exhibit 1 LS.dwg DATE PRINTED: Feb 01, 2005 - 12:10pm

WESTBURY VILLAGE
YORKVILLE, ILLINOIS



SUGGESTED PLANT MATERIAL LIST

	SCIENTIFIC NAME	COMMON NAME	SIZE	COND
STREET TREES	Acer rubrum 'Autumn Blaze'	Red Maple	3.5" cal	B+B
	Fraxinus americana 'Autumn Purple'	White Ash	3.5" cal	B+B
	Quercus rubra	Red Oak	3.5" cal	B+B
	Tilia cordata 'Greenspire'	Littleleaf Linden	3.5" cal	B+B
SHADE TREES (for berms & specimen)	Acer saccharum 'Fall Fiesta'	Sugar Maple	3.5" cal	B+B
	Cercis canadensis	Redbud	3.5" cal	B+B
	Fraxinus pennsylvanica 'Summit'	Summit Ash	3.5" cal	B+B
	Gymnocladus dioicus	Kentucky Coffeetree	3.5" cal	B+B
	Quercus rubra	Red Oak	3.5" cal	B+B
EVERGREEN TREES	Abies concolor	White Fir	8' Ht.	B+B
	Picea pungens	Colorado Spruce	8' Ht.	B+B
	Picea glauca var. densata	Black Hills Spruce	8' Ht.	B+B
	Pinus nigra	Austrian Pine	10' Ht.	B+B
ORNAMENTAL TREES	Alnus glutinosa	Black Alder	8' Ht. multi-stem	B+B
	Amelanchier x grandiflora	Apple Serviceberry	8' Ht. multi-stem	B+B
	Cercis canadensis	Eastern Redbud	8' Ht. multi-stem	B+B
	Malus 'Sentinel'	Sentinel Crabapple	2" cal.	B+B
SHRUBS	Aronia arbutifolia 'Brilliantissima'	Red Chokeberry	36" Ht.	B+B
	Aronia melanocarpa	Black Chokeberry	36" Ht.	B+B
	Cornus sericea 'Isanti'	Red-twig Dogwood	36" Ht.	B+B
	Euonymus alata	Burning Bush	36" Ht.	B+B
	Forsythia x 'Northern Gold'	Northern Gold Forsythia	36" Ht.	B+B
	Hamamelis vernalis	Vernal Witchhazel	36" Ht.	B+B
	Ligustrus x ibolium 'Antony Waterer'	Anthony Waterer Privet	24" Ht.	B+B
	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	24" Ht.	B+B
	Viburnum dentatum 'Autumn Jazz'	Arrowwood Viburnum	24" Ht.	B+B

OVERALL LANDSCAPE PLAN

SCALE IN FEET: 200 100 0 200 400 600

NORTH

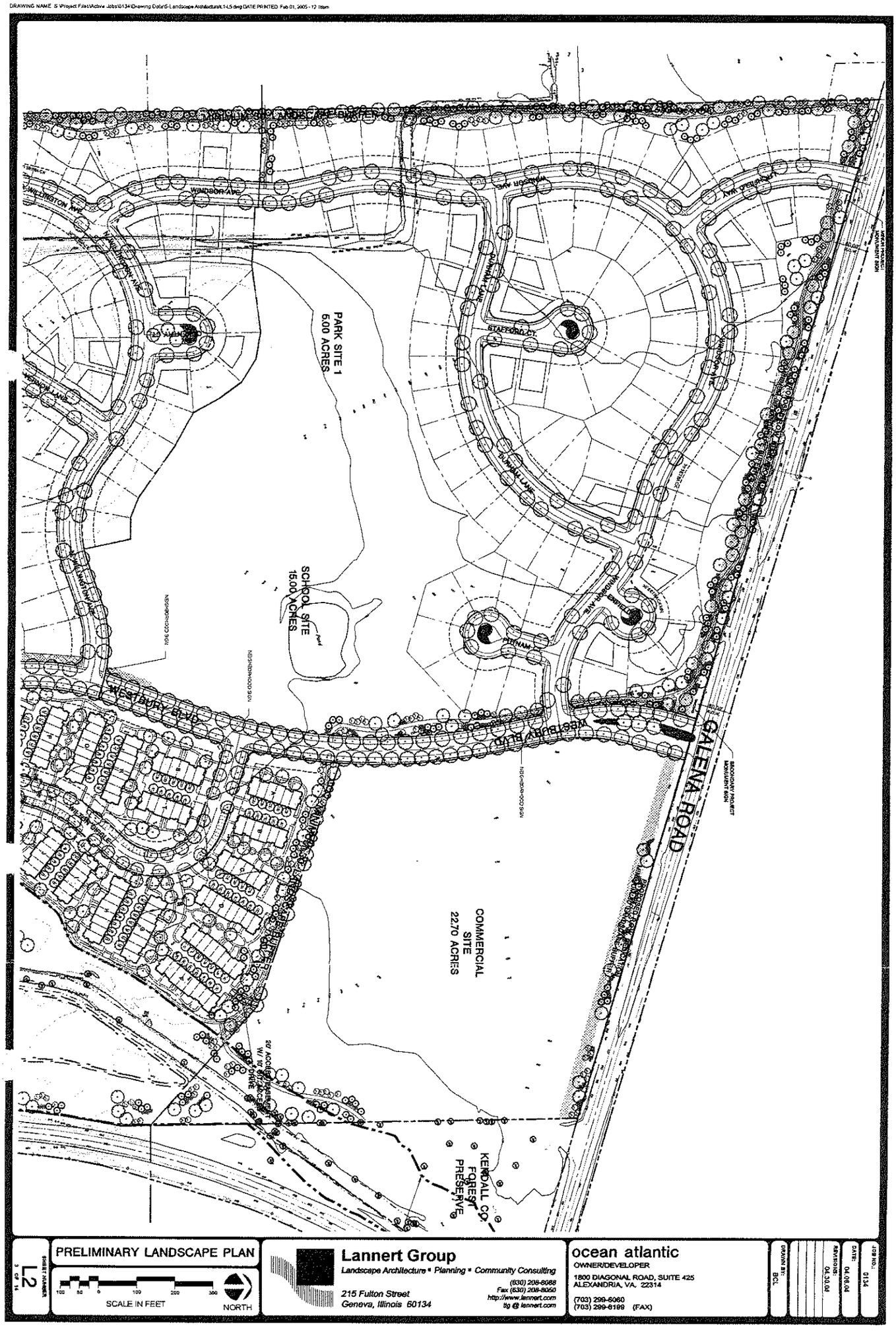
SHEET NUMBER: L1 of 1

Lannert Group
Landscape Architecture ▪ Planning ▪ Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-6060
(703) 299-6199 (fax)

DRAWN BY: SCL
REVISIONS: 04.30.04
DATE: 04.06.04
JOB NO.: 0134

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\5-Landscape Architecture\L1-LS.dwg DATE PRINTED: Feb 01, 2005 - 12:18pm



PRELIMINARY LANDSCAPE PLAN

SCALE IN FEET: 100 50 0 100 200 300

NORTH

SHEET NUMBER: L2

3 OF 14

Lannert Group

Landscape Architecture • Planning • Community Consulting

215 Fulton Street
Geneva, Illinois 60134

(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic

OWNER/DEVELOPER

1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314

(703) 299-6060
(703) 299-6199 (FAX)

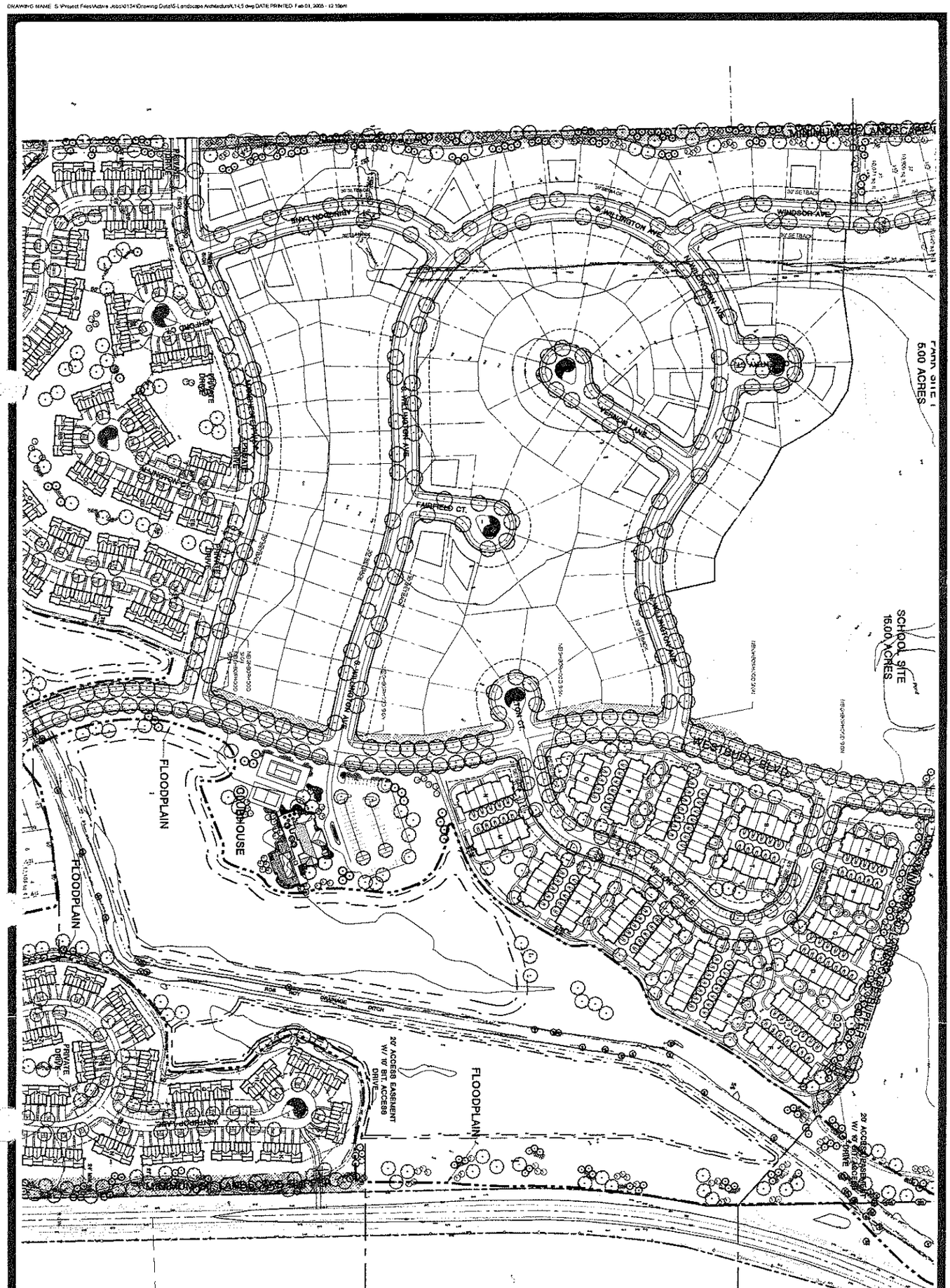
DRAWN BY: BCL

REVISIONS: 04.30.04

DATE: 04.08.04

JOB NO.: 0134

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\S-Landscape Architecture\L1-L5.dwg DATE PRINTED: Feb 01, 2005 - 12:19pm



PRELIMINARY LANDSCAPE PLAN

SCALE IN FEET: 100 50 0 100 200 300

NORTH

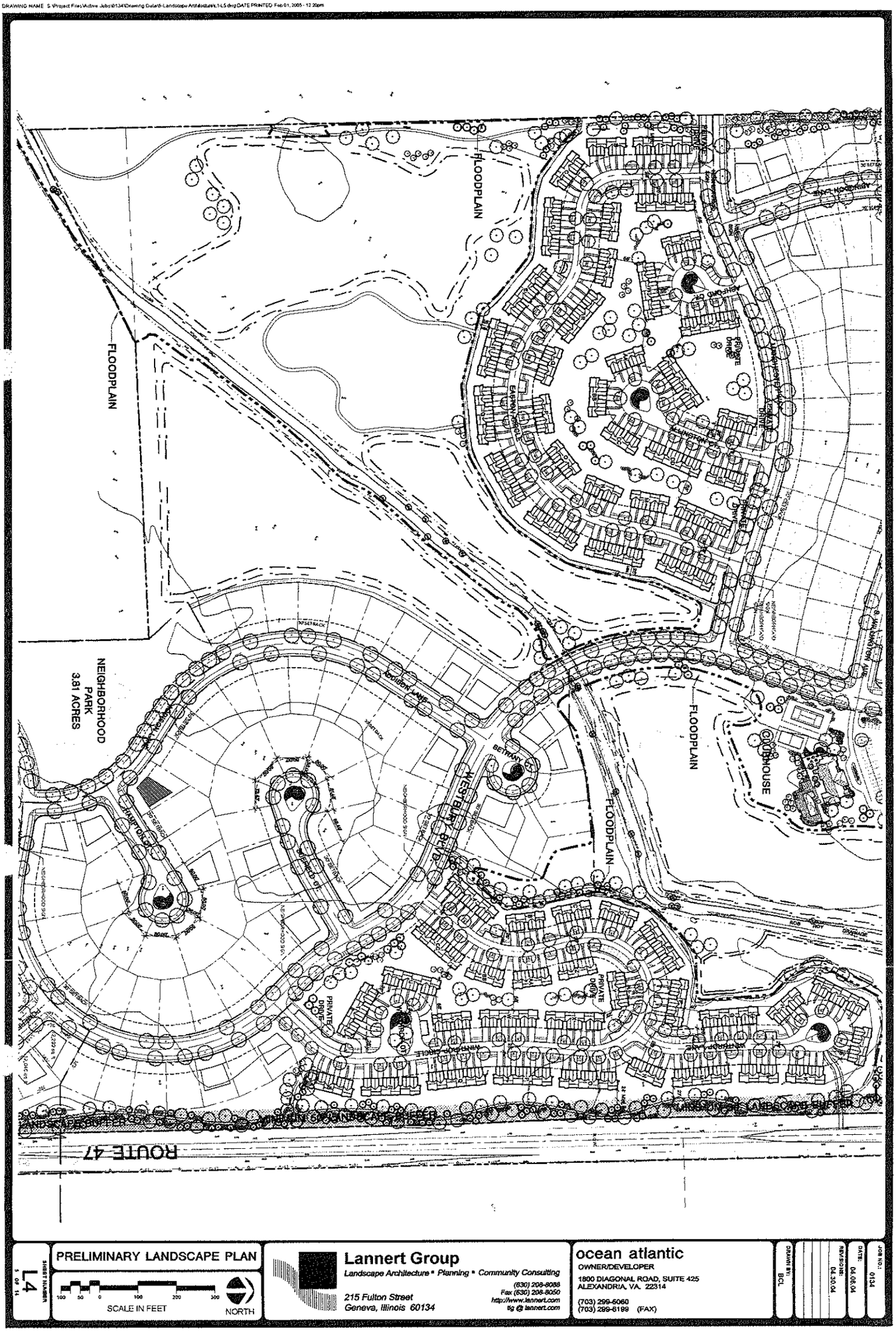
SHEET NUMBER L3 OF 14

Lannert Group
Landscape Architecture ▪ Planning ▪ Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-6060
(703) 299-6199 (FAX)

DRAWN BY: BCL
REVISIONS: 04.30.04
DATE: 04.08.04
JOB NO.: 0134

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\0-Landscape Architecture\L4-LS.dwg DATE PRINTED: Feb 01, 2005 - 12:20pm



PRELIMINARY LANDSCAPE PLAN

SCALE IN FEET: 100 50 0 100 200 300

NORTH

SHEET NUMBER: L4 5 OF 14

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8080
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-6060
(703) 299-6199 (FAX)

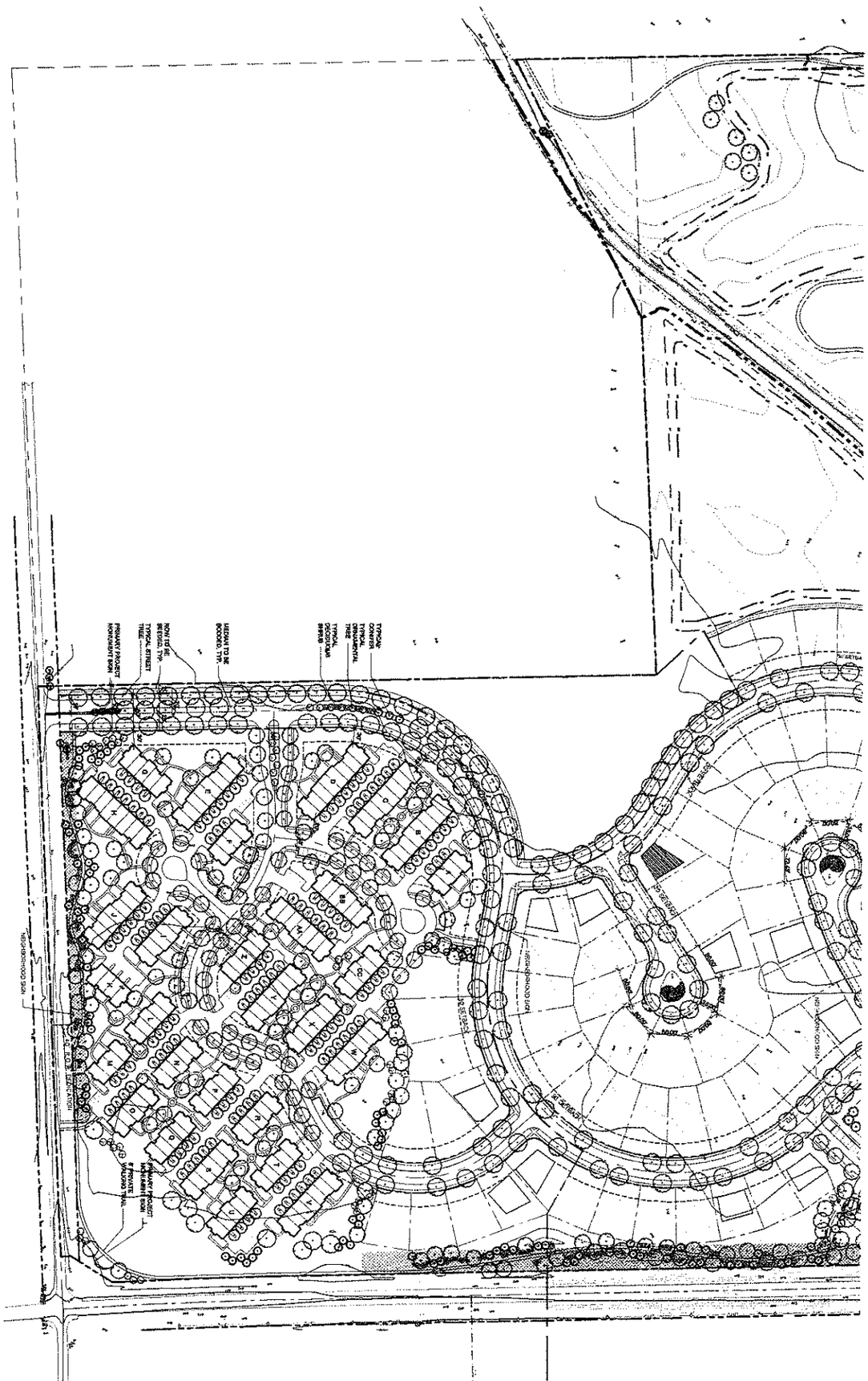
DRAWN BY: BGL

REVISIONS: 04.30.04

DATE: 04.08.04

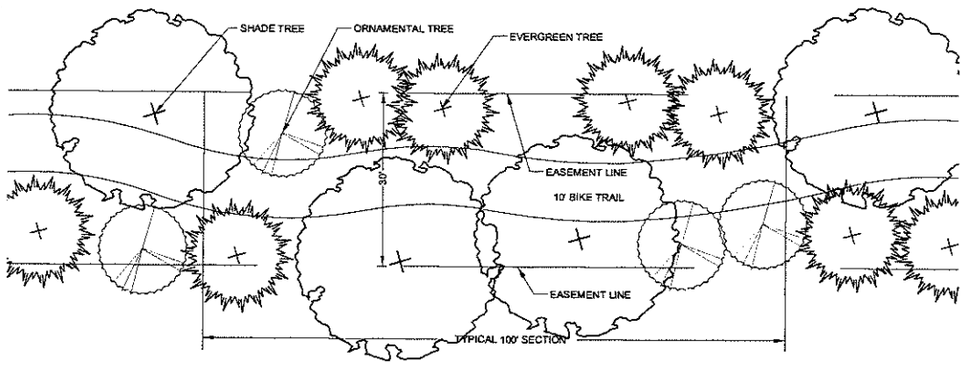
JOB NO.: 0134

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\5-Landscape Architecture\L1-L5.dwg DATE PRINTED: Feb 01, 2005 - 12:21pm

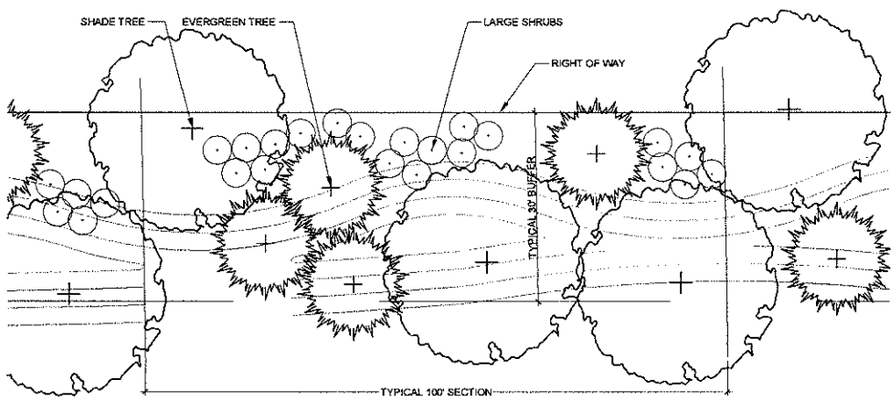


DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\S-Landscape Architecture\LE-Bufferyard Plans.dwg DATE PRINTED: Feb 01, 2005 - 12:12pm

WESTBURY VILLAGE
YORKVILLE, ILLINOIS



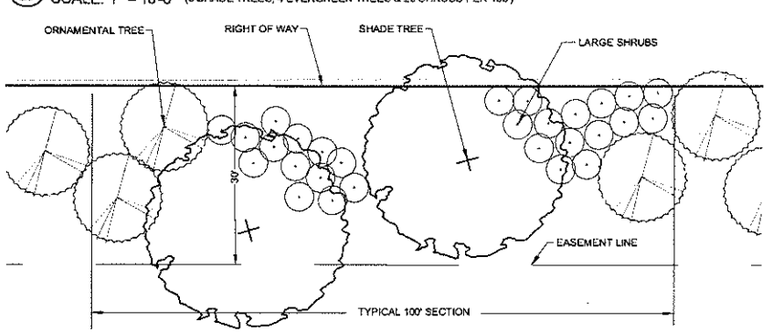
A / L6 BUFFERYARD PLANTING PLAN TYPE I (NON-RESIDENTIAL ADJACENT TO RESIDENTIAL)
SCALE: 1" = 10'-0" (2 SHADE TREES, 5 EVERGREEN TREES & 3 ORNAMENTAL TREES PER 100')



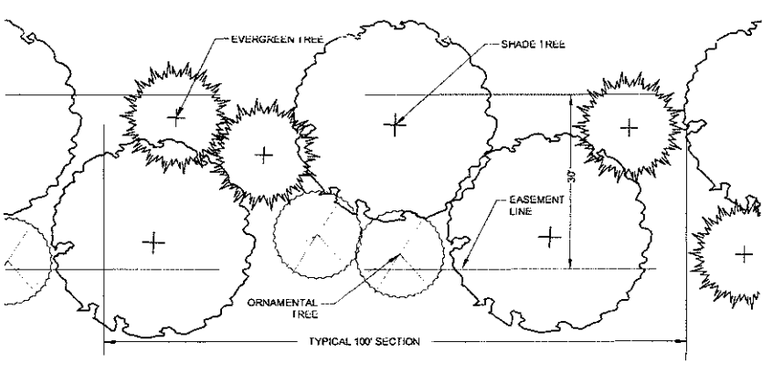
B / L6 BUFFERYARD PLANTING PLAN TYPE II (LANDSCAPING ADJACENT TO PRIMARY & SECONDARY ARTERIALS & COLLECTOR)
SCALE: 1" = 10'-0" (3 SHADE TREES, 4 EVERGREEN TREES & 20 SHRUBS PER 100')

SUGGESTED PLANT MATERIAL LIST

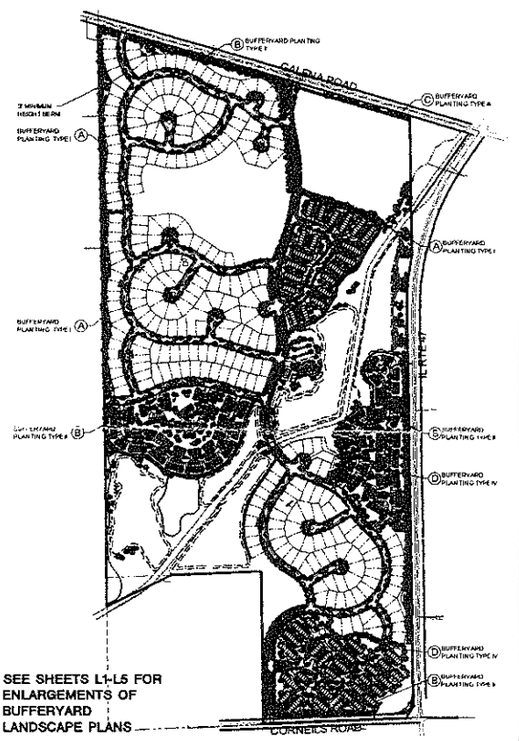
	SCIENTIFIC NAME	COMMON NAME	SIZE	COND
STREET TREES	Acer rubrum 'Autumn Blaze'	Red Maple	2.5" cal	b+b
	Fraxinus americana 'Autumn Purple'	White Ash	2.5" cal	b+b
	Quercus rubra	Red Oak	2.5" cal	b+b
	Tilia cordata 'Greenspire'	Littleleaf Linden	2.5" cal	b+b
SHADE TREES (for berms & open space)	Acer saccharum 'Fall Fire'	Sugar Maple	2.5" cal	b+b
	Celtis occidentalis	Hackberry	2.5" cal	b+b
	Fraxinus pennsylvanica 'Summit'	Summit Ash	2.5" cal	b+b
	Gymnocladus dioicus	Kentucky Coffeetree	2.5" cal	b+b
	Quercus rubra	Red Oak	2.5" cal	b+b
EVERGREEN TREES	Abies concolor	White Fir	8' Ht	b+b
	Picea abies	Norway Spruce	8' Ht	b+b
	Picea glauca var. densata	Black Hills Spruce	8' Ht	b+b
	Pinus nigra	Austrian Pine	8' Ht	b+b
ORNAMENTAL TREES	Alnus glutinosa	Black Alder	6' Ht multi-stem	b+b
	Amelanchier x. grandiflora	Apple Serviceberry	6' Ht multi-stem	b+b
	Cercis canadensis	Eastern Redbud	6' Ht multi-stem	b+b
	Malus 'Sargenti'	Sargent Crabapple	2" cal	b+b
SHRUBS	Aronia arbutifolia 'Brilliantissima'	Red Chokeberry	36" Ht	b+b
	Aronia melanocarpa	Black Chokeberry	36" Ht	b+b
	Cornus sericea 'Isanti'	Red-twig Dogwood	36" Ht	b+b
	Euonymus alata	Burning Bush	36" Ht	b+b
	Forsythia x. 'Northern Gold'	Northern Gold Forsythia	36" Ht	b+b
	Hamamelis vernalis	Vernal Witchhazel	36" Ht	b+b
	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	24" Ht	b+b
	Syringa x hyacinthiflora	Dwarf Korean Lilac	24" Ht	b+b
	Viburnum dentatum 'Autumn Jazz'	Arrowwood Viburnum	36" Ht	b+b



C / L6 BUFFERYARD PLANTING PLAN TYPE III (NON-RESIDENTIAL ADJACENT TO A PUBLIC RIGHT-OF-WAY)
SCALE: 1" = 10'-0" (1 SHADE TREE, 1 EVERGREEN TREE & 33 SHRUBS PER 100' - ALLOWABLE SUBSTITUTIONS WERE MADE)



D / L6 BUFFERYARD PLANTING PLAN TYPE IV (MULTI-FAMILY RES. ADJACENT TO SINGLE FAMILY DETACHED & DUPLEX RES.)
SCALE: 1" = 10'-0" (3 SHADE TREES, 3 EVERGREEN TREES & 2 ORNAMENTAL TREES PER 100')



SEE SHEETS L1-L5 FOR ENLARGEMENTS OF BUFFERYARD LANDSCAPE PLANS

KEYMAP
SCALE: 1" = 500'-0"

BUFFERYARD PLANTING PLANS

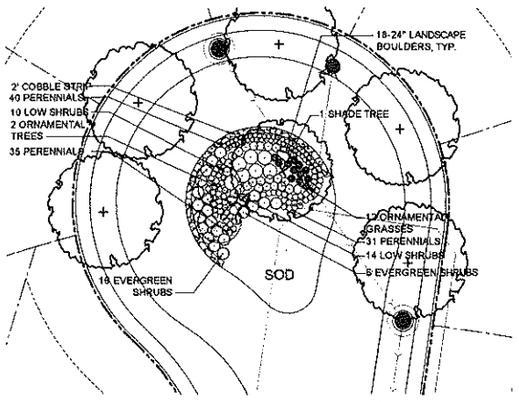
SCALE IN FEET: 10 5 0 10 20 30 — NORTH

SHEET NUMBER L6 7 OF 14

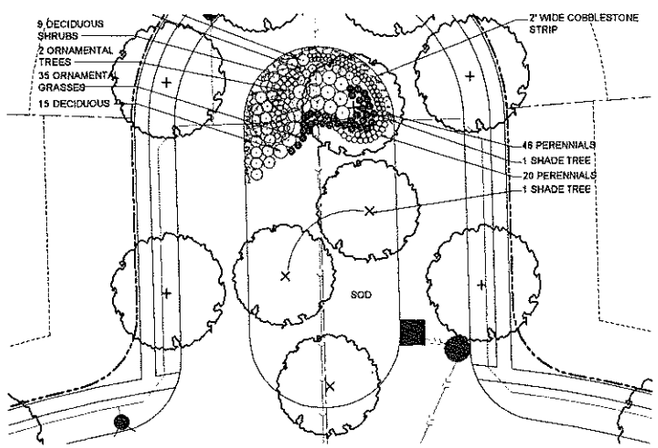
Lannert Group
Landscape Architecture * Planning * Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg@lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-6060
(703) 299-6199 (fax)

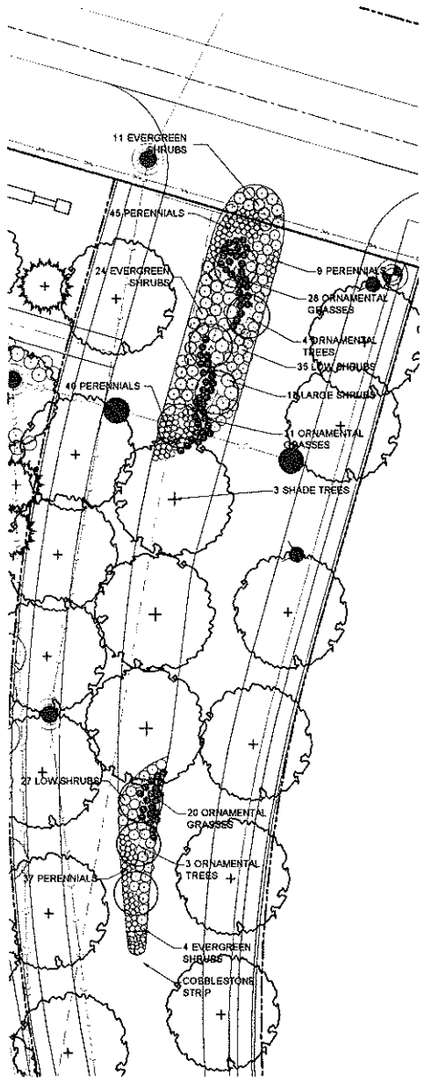
DRAWN BY: TRC
REVISIONS: 04.30.04
DATE: 04.06.04
JOB NO.: 0134



A L7 **TYP. CUL-DE-SAC PLANTING PLAN**
SCALE: 1" = 20'



B L7 **TYP. LOOP EYEBROW PLANTING PLAN**
SCALE: 1" = 20'



C L7 **TYP. ENTRY MEDIAN PLANTING**
SCALE: 1" = 20'

SUGGESTED ISLAND PLANT SCHEDULE

	SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	COND.
DECIDUOUS TREES	AFAB	Acer x f. fermanii 'Autumn Blaze'	Autumn Blaze Freeman Maple	2 1/2" CAL	B&B
	FAAP	Fraxinus americana 'Autumn Purple'	White Ash	2 1/2" CAL	B&B
	TCGL	Tilia cordata 'Glenleven'	Glenleven Littleleaf Linden	2 1/2" CAL	B&B
CONIFER TREES	PIGD	Picea glauca var. densata	Black Hills Spruce	6' HT	B&B
ORNAMENTAL TREES	ACGI	Acer ginnala	Amur Maple	6' HT. MULTI STEM	B&B
	MAPR	Malus 'Prairifire'	Prairifire Crabapple	2" CAL	B&B
DECIDUOUS SHRUBS	EACO	Euonymus alatus 'Compactus'	Compact Burning Bush	24"	B&B
	RAGL	Rhus aromatica 'Gro-low'	Gro-low Fragrant Sumac	5 GAL	CONT
	VDAJ	Viburnum dentatum 'Autumn Jazz'	Arrowwood Viburnum	36"	B&B
EVERGREEN SHRUBS	JCKA	Juniperus chinensis 'Kaley'	Kaley Compact Pfitzer Juniper	24"	B&B
	JSSR	Juniperus sabina 'Broadmoor'	Savin Juniper	24"	B&B
PERENNIALS	CVVO	Coreopsis verticillata 'Moonbeam'	Moonbeam Coreopsis	1 GAL	CONT
	HEMT	Hemerocallis 'Mary Todd'	Mary Todd Daylily	1 GAL	CONT
	ISOF	Iris sibirica 'Orville Fay'	Spantanling	1 GAL	CONT
	NEFA	Nepeta x faassenii	Faasen's Catmint	1 GAL	CONT
	PEAT	Perovskia atriplicifolia	Russian Sage	1 GAL	CONT
	RFGO	Rudbeckia fulgida 'Goldsturm'	Black-eyed Susan	1 GAL	CONT
	SSNH	Salvia x superba 'May Night'	Perennial Salvia	1 GAL	CONT
	VSRC	Veronica spicata 'Royal Candles'	Speedwell	1 GAL	CONT
ORNAMENTAL GRASSES	ASTB	Andropogon scoparius 'The Blues'	The Blues Little Bluestem	1 GAL	CONT
	CAKF	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1 GAL	CONT
	PEAH	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	1 GAL	CONT
	SPHE	Sporobolus heterolepis	Prairie Dropseed	1 GAL	CONT
GROUNDCOVER	POSJ	Polygonum reynoutria 'Border Jewel'	Fleeceflower	3" POT	18" O.C. SPACING
	VIMI	Vinca minor 'Bowles'	Periwinkle	3" POT	18" O.C. SPACING
SOD	ALL AREAS WITHIN PARKWAY ARE TO BE SODDED w/ KENTUCKY BLUEGRASS				

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\04 Landscape Architecture\17 plp-medians.dwg DATE PRINTED: Feb 01, 2005 - 11:10am

JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: BCL

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-5060
(703) 299-8199 (fax)

© 2004 The Lannert Group, Inc.

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-9089
Fax (630) 208-9092
http://www.lannert.com
lg@lannert.com

NORTH

TYPICAL ISLAND PLANTING PLANS

SHEET NUMBER L7
8 OF 14

SUGGESTED PLANT SCHEDULE

	SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	COND.
DECIDUOUS TREES	AFAB	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Freeman Maple	2 1/2" CAL	B&B
	FAAP	Fraxinus americana 'Autumn Purple'	White Ash	2 1/2" CAL	B&B
	TCGL	Tilia cordata 'Glenleven'	Glenleven Littleleaf Linden	2 1/2" CAL	B&B
CONIFER TREES	PIGD	Picea glauca var. densata	Black Hills Spruce	6' HT	B&B
ORNAMENTAL TREES	ACGI	Acer ginnala	Amur Maple	6' HT MULTI-STEM	B&B
	MAPR	Malus 'Prairifire'	Prairifire Crabapple	2" CAL	B&B
DECIDUOUS SHRUBS	EACO	Euonymus alatus 'Compactus'	Compact Burning Bush	24"	B&B
	RAGL	Rhus aromatica 'Gro-low'	Gro-low Fragrant Sumac	5 GAL	CONT
	VOAJ	Viburnum dentatum 'Autumn Jazz'	Arrowwood Viburnum	36"	B&B
EVERGREEN SHRUBS	JCKA	Juniperus chinensis 'Kallay'	Kallay Compact Pfitzer Juniper	24"	B&B
	JSSK	Juniperus sabina 'Broadmoor'	Savin Juniper	24"	B&B
PERENNIALS	CVMO	Coreopsis verticillata 'Moonbeam'	Moonbeam Coreopsis	1 GAL	CONT
	HEMT	Hemerocallis 'Mary Todd'	Mary Todd Daylily	1 GAL	CONT
	ISOF	Iris sibirica 'Orville Fay'	Siberian Iris	1 GAL	CONT
	NEFA	Nepeta x faassenii	Faassen's Catmint	1 GAL	CONT
	PEAT	Perovskia atriplicifolia	Russian Sage	1 GAL	CONT
	RFGO	Rudbeckia fulgida 'Goldsturm'	Black-eyed Susan	1 GAL	CONT
	SSNN	Salvia x superba 'May Night'	Perennial Salvia	1 GAL	CONT
	VSRC	Veronica spicata 'Royal Candles'	Speedwell	1 GAL	CONT
ORNAMENTAL GRASSES	ASTB	Andropogon scoparius 'The Blues'	The Blues Little Bluestem	1 GAL	CONT
	CAKF	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1 GAL	CONT
	PEAH	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	1 GAL	CONT
	SPHE	Sporobolus heterolepis	Prairie Dropseed	1 GAL	CONT
GROUNDCOVER	POBU	Polygonum reynoutria 'Border Jewel'	Fleeceflower	3" POT	18" O.C. SPACING
	VIMI0	Vinca minor 'Bowles'	Periwinkle	3" POT	18" O.C. SPACING
SOD		ALL AREAS WITHIN PARKWAY ARE TO BE SODDED w/ KENTUCKY BLUEGRASS			

JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: BCL

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-8060
(703) 299-8199 (FAX)

© 2004 The Lannert Group, Inc.

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8090
http://www.lannert.com
lg @ lannert.com

CLUBHOUSE LANDSCAPE PLAN

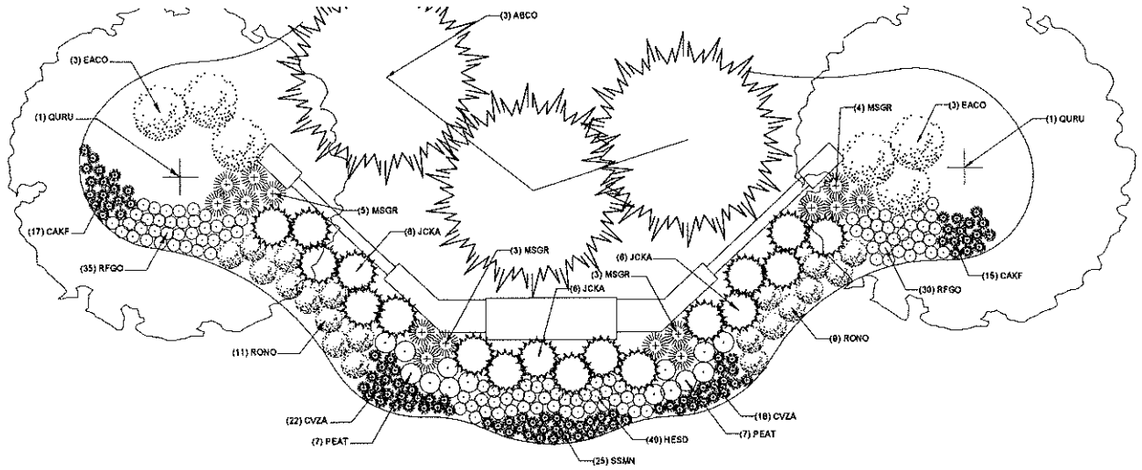
SCALE 1"= 20'

NORTH

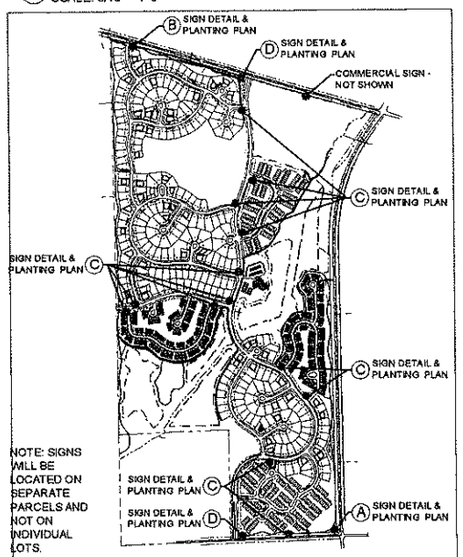
SHEET NUMBER
L8
9 OF 14

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Cad\IG-Landscape Architecture & Clubhouse.dwg DATE PRINTED: Feb 01, 2005 - 12:09pm





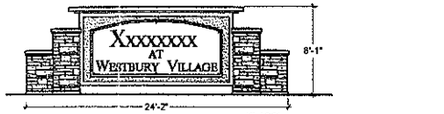
A PRIMARY PROJECT MONUMENT SIGN
SCALE: 3/16" = 1'-0"

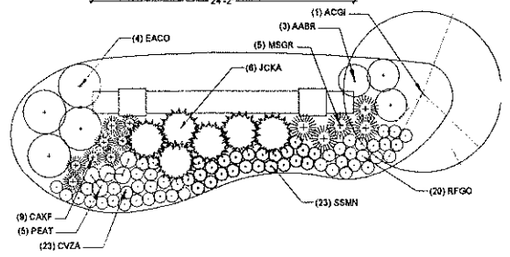


SIGN LOCATION MAP
NOT TO SCALE

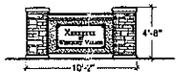
PLANT MATERIAL LIST

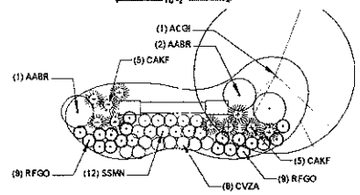
	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	COND.
DECIDUOUS TREES	QURU	Quercus rubra	Red Oak	2 1/2" cal	b&b
CONIFER TREES	ABCO	Abies concolor	White Fir	6' Ht	b&b
	PIGD	Picea glauca var. densata	Black Hills Spruce	6' Ht	b&b
ORNAMENTAL TREES	ACGI	Acer ginnala	Amur Maple	8' Ht. multi-stem	b&b
	AMGR	Amelanchier x grandiflora	Apple Serviceberry	8' Ht. multi-stem	b&b
DECIDUOUS SHRUBS	AABR	Aronia arbutifolia 'brilliantissima'	Red Chokeberry	30"	b&b
	EACO	Euonymus alatus compactus	Compact Burning Bush	30"	b&b
	RAGL	Rhus aromatica 'Gro-low'	Grow-low Fragrant Sumac	5 gal	cont.
	RONO	Rosa 'Noatraum'	Flower Carpet Rose-pink	3 gal	cont.
	SBGF	Spiraea x bumalda 'Goldflame'	Goldflame Spirea	24"	b&b
EVERGREEN SHRUBS	JCKA	Juniperus chinensis 'Kaley'	Kaley Compact Pfitzer Juniper	24"	b&b
PERENNIALS	CVZA	Consolea verbenaca 'Zagreb'	Zagreb Coreopsis	1 gal	cont.
	HESD	Hemerocallis 'Stella-de-Oro'	Stella-de-Oro Daylily	1 gal	cont.
	PEAT	Perovskia atriplicifolia	Russian Sage	1 gal	cont.
	RSBL	Rudbeckia hybrida 'Goldsturm'	Black-Eyed Susan	1 gal	cont.
	SSMN	Salvia x superba 'May night'	Perennial Salvia	1 gal	cont.
ORNAMENTAL GRASSES	CAKF	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	5 gal	cont.
	MSGR	Miscanthus sinensis 'Gracillimus'	Maiden Grass	5 gal	cont.





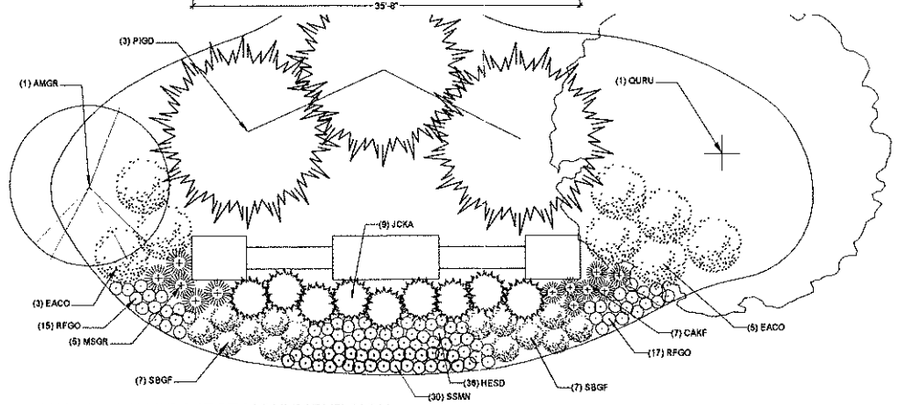
B MINOR PROJECT MONUMENT SIGN
SCALE: 3/16" = 1'-0"





C NEIGHBORHOOD SIGN
SCALE: 3/16" = 1'-0"





D SECONDARY PROJECT MONUMENT SIGN
SCALE: 3/16" = 1'-0"

JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: TRC

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VIRGINIA 22314
(703) 299-8060
(703) 299-8199 (fax)

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg@lannert.com

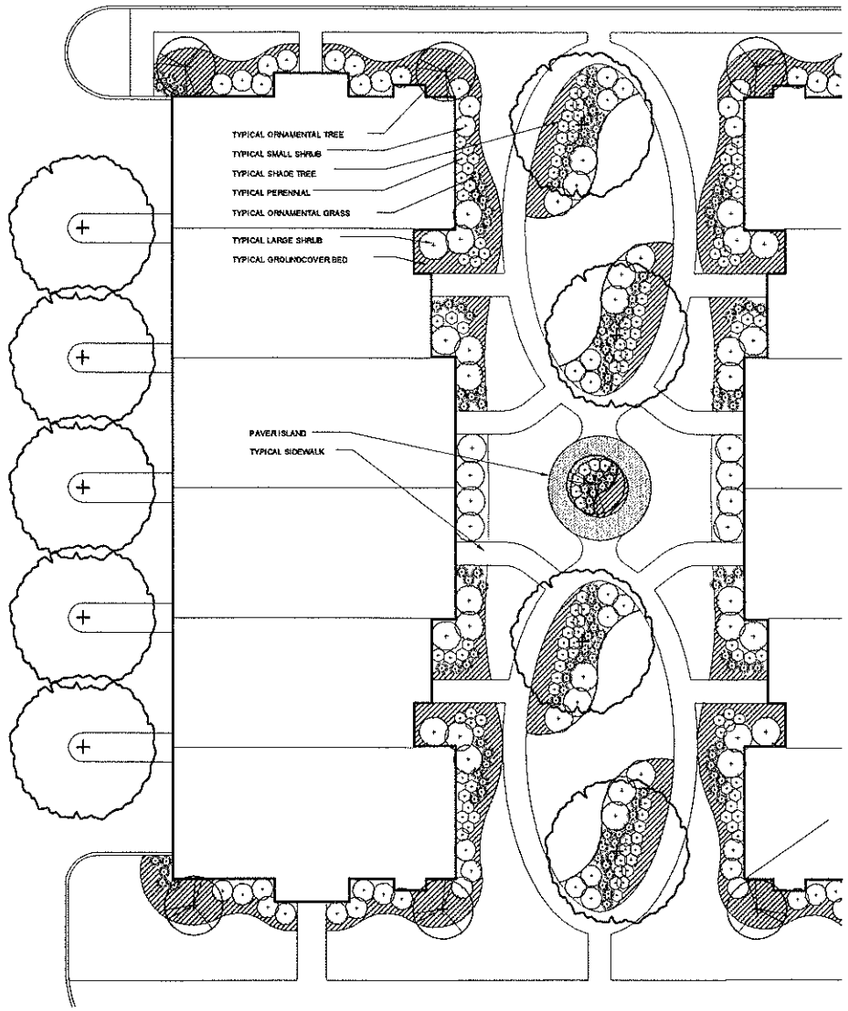
SIGN PACKAGE

SHEET NUMBER
L9
10 OF 14

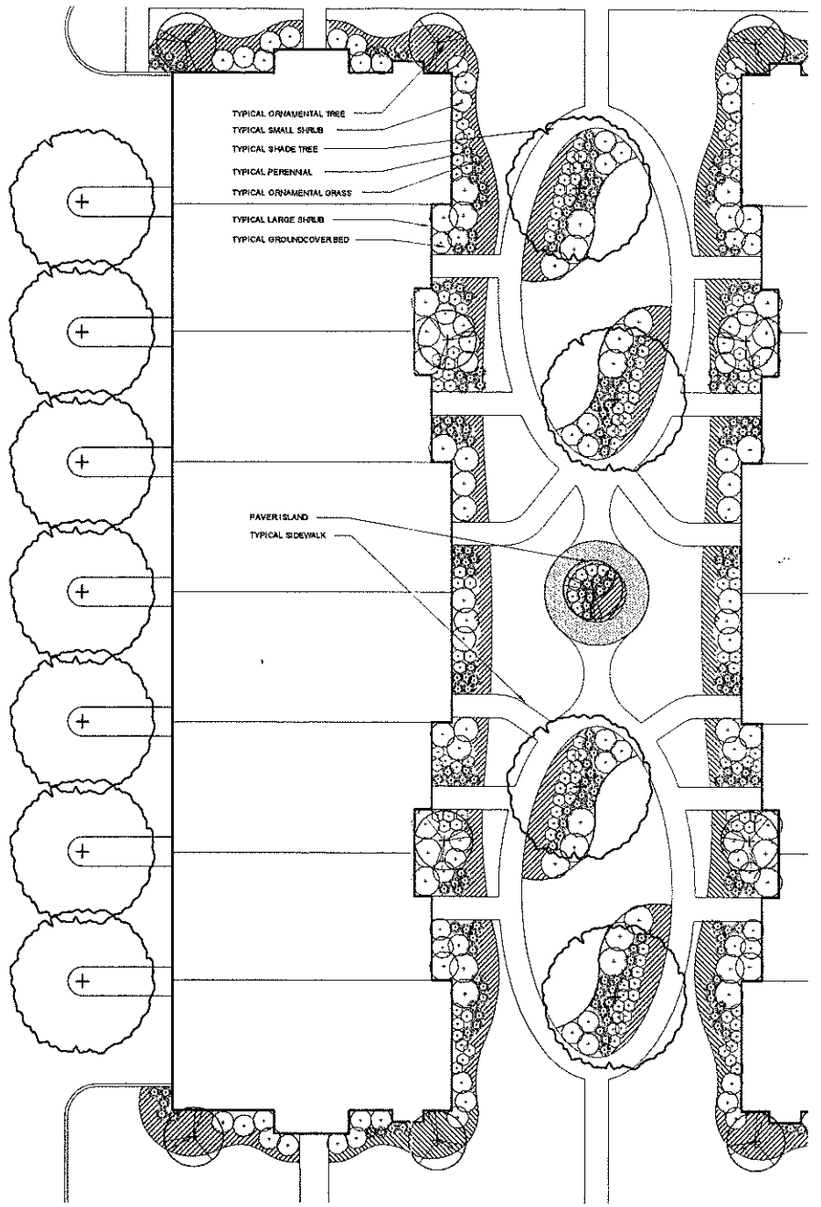
DRAWING NAME: E:\Project Files\Active Jobs\0134\Drawing Data\Landscape Architecture\L9 sign package.dwg DATE PRINTED: Feb 01, 2005 - 12:03pm

SUGGESTED PLANT SCHEDULE

	SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	COND
ORNAMENTAL TREES	AGAB	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	6' HT. MULTI-STEM	B&B
DECIDUOUS SHRUBS	COSE	Cornus sericea 'Isanti'	Isanti Redtwig Dogwood	24"	B&B
	IVHS	Ilex virginica	Virginia Sweetspire	24"	CONT.
	RAGL	Rhus aromatica 'Gro Low'	Gro Low Fragrant Sumac	18"	B&B
	RIAL	Ribes alpinum	Alpine Currant	5 GAL.	CONT.
	VICA	Viburnum carlesii 'Compactum'	Compact Koreanspice Viburnum	36"	B&B
PERENNIALS	PEAT	Perovskia atriplicifolia	Russian Sage	1 GAL.	CONT.
	HEST	Hemerocallis 'Stella de Oro'	Stella D'Oro Daylily	1 GAL.	CONT.
	SEAU	Sedum spectabile 'Autumn Joy'	Autumn Joy Sedum	1 GAL.	CONT.
ORNAMENTAL GRASSES	DECA	Deschampsia cespitosa	Tufted Hair Grass	1 GAL.	CONT.
	MISP	Miscanthus sinensis 'Purpurescens'	Purple Maiden Grass	1 GAL.	CONT.
	PEAM	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	1 GAL.	CONT.
GROUNDCOVER	LISP	Liriope spicata	Creeping LilyTurf	3" POT	12" O.C.
	VIMB	Vinca minor 'Bowles'	Bowles' Myrtle	3" POT	12" O.C.



A L10 **TYPICAL SIX UNIT COURTYARD HOME LANDSCAPE PLAN**
SCALE: 1" = 10'



B L10 **TYPICAL EIGHT UNIT COURTYARD HOME LANDSCAPE PLAN**
SCALE: 1" = 10'

JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: BCL

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-5060
(703) 299-8199 (FAX)

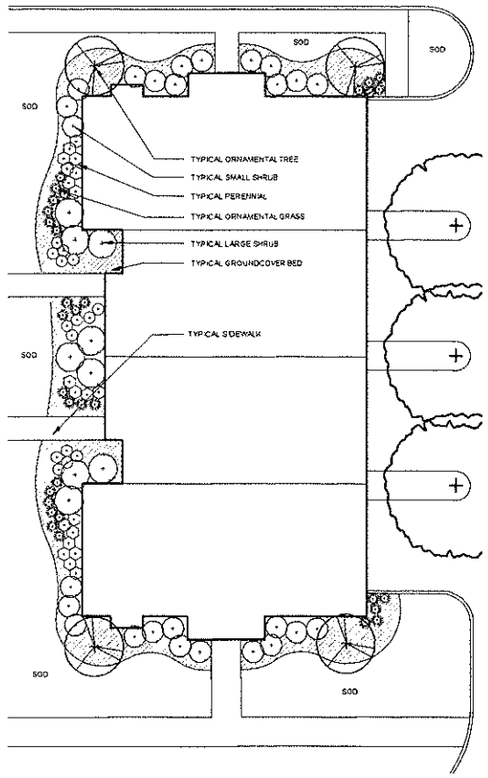
Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-9088
Fax (630) 208-9050
http://www.lannert.com
lg@lannert.com

TYPICAL UNIT LANDSCAPE PLAN

NORTH
SCALE 1"= 10'

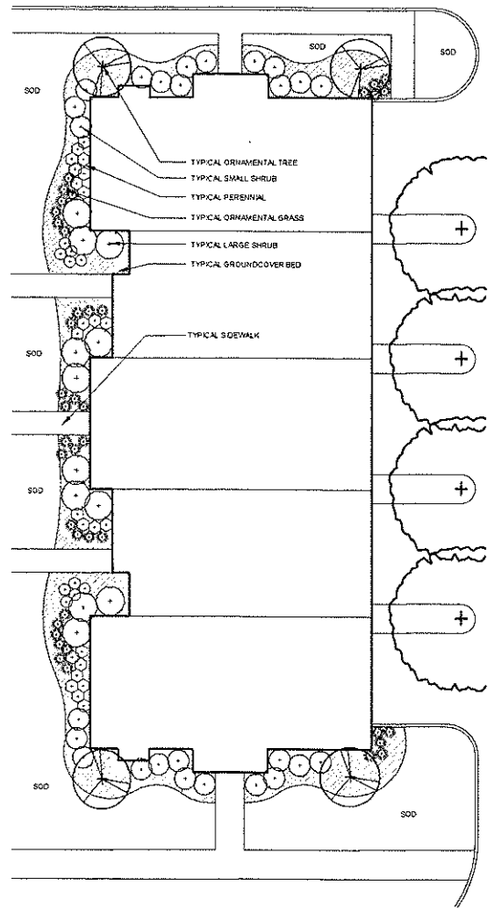
SHEET NUMBER
L10
11 OF 14

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\SiteLandscape Architecture\05\Typical Courtyard Parking Plan.dwg DATE PRINTED: Feb 01, 2005 - 12:24pm



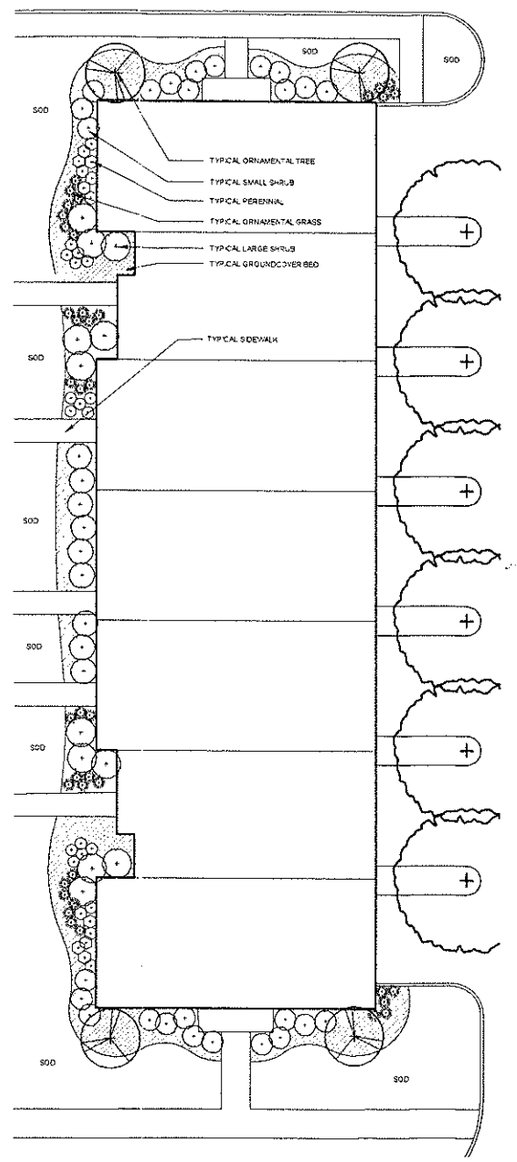
A L11 TYPICAL FOUR UNIT COURTYARD HOME LANDSCAPE PLAN

SCALE: 1" = 10'



B L11 TYPICAL FIVE UNIT COURTYARD HOME LANDSCAPE PLAN

SCALE: 1" = 10'



C L11 TYPICAL SEVEN UNIT COURTYARD HOME LANDSCAPE PLAN

SCALE: 1" = 10'

SUGGESTED PLANT SCHEDULE

	SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	COND
ORNAMENTAL TREES	AGAB	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	8' HT. MULTI-STEM	B&B
DECIDUOUS SHRUBS	COSI	Cornus sericea 'Isanti'	Isanti Redtwig Dogwood	24"	B&B
	IVHG	Ilex virginica	Virginia Sweetspire	24"	CONT.
	RASL	Rhus aromatica 'Gro Low'	Gro Low Fragrant Sumac	18"	B&B
	RIAL	Ribes alpinum	Alpine Currant	5 GAL.	CONT.
	VICA	Viburnum carlesii 'Compactum'	Compact Korean Spice Viburnum	36"	B&B
PERENNIALS	PEAT	Perovskia atriplicifolia	Russian Sage	1 GAL.	CONT.
	HEHT	Hemerocallis 'Stella de Oro'	Stella D'Oro Daylily	1 GAL.	CONT.
	SEAJ	Sedum spectabile 'Autumn Joy'	Autumn Joy Sedum	1 GAL.	CONT.
ORNAMENTAL GRASSES	DECA	Deschampsia caespitosa	Tufted Hair Grass	1 GAL.	CONT.
	MISP	Miscanthus sinensis 'Purpurascens'	Purple Maiden Grass	1 GAL.	CONT.
	PEAH	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	1 GAL.	CONT.
GROUNDCOVER	LISP	Liriope spicata	Creeping Lily-Turf	3" POT	12" O.C.
	VIMB	Vinca minor 'Bowles'	Bowles' Myrtle	3" POT	12" O.C.

JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: BCL

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-9080
(703) 299-9188 (FAX)

Lannert Group
*Landscape Architecture * Planning * Community Consulting*
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8200
http://www.lannert.com
lg @ lannert.com

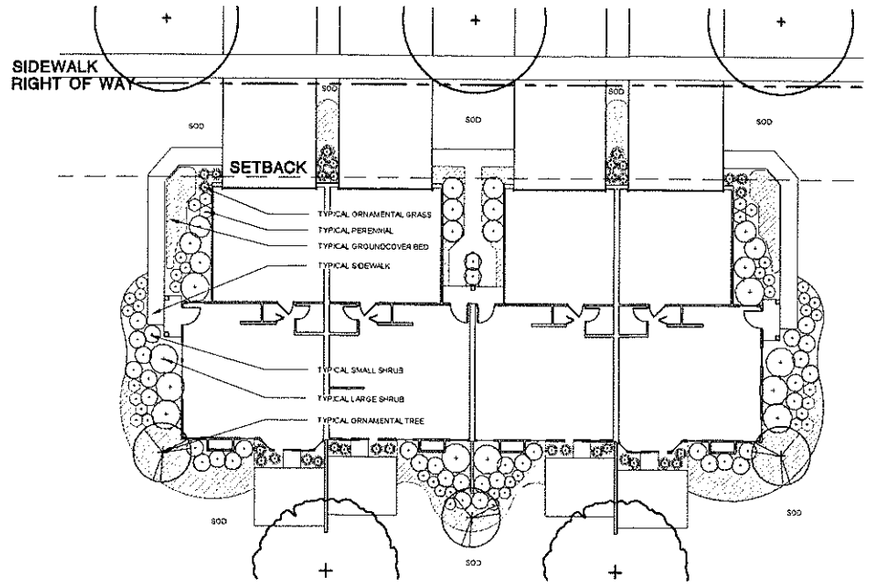
TYPICAL UNIT LANDSCAPE PLAN

NORTH

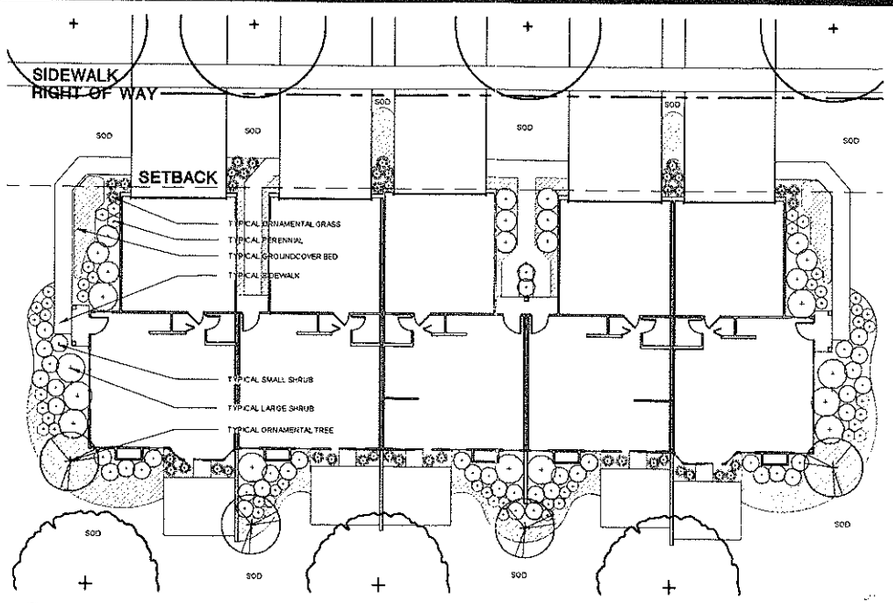
SCALE 1"= 10'

SHEET NUMBER
L11
12 OF 14

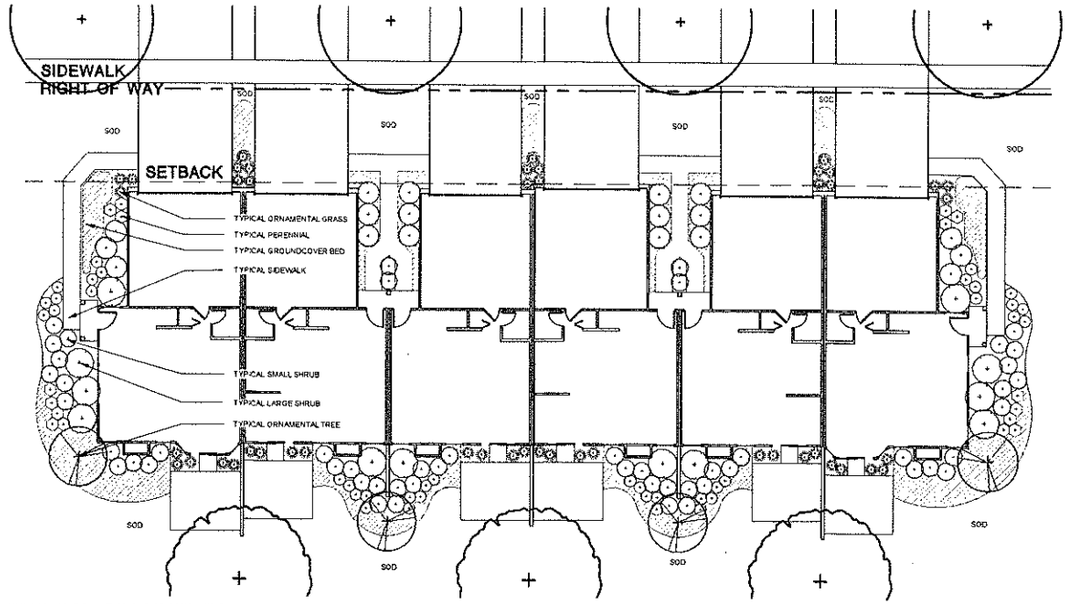
DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\Landscape Architecture\L11-Typical Courtyard Parking Plan.dwg [DATE PRINTED: Feb 01, 2005 - 12:25pm



TYPICAL FOUR UNIT TOWNHOME LANDSCAPE PLAN
SCALE: 1" = 10'



TYPICAL FIVE UNIT TOWNHOME LANDSCAPE PLAN
SCALE: 1" = 10'



TYPICAL SIX UNIT TOWNHOME LANDSCAPE PLAN
SCALE: 1" = 10'

SUGGESTED PLANT SCHEDULE

	SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	COND
ORNAMENTAL TREES	AGAB	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	8' HT. MULTI-STEM	B&B
DECIDUOUS SHRUBS	COSI	Cornus sericea 'Isanti'	Isanti Redtwig Dogwood	24"	B&B
	IVNO	Ilex virginica	Virginia Sweetspire	24"	CONT.
	RAGL	Rhus aromatica 'Gro Low'	Gro Low Fragrant Sumac	18"	B&B
	RIAL	Ribes alpinum	Alpine Currant	6 GAL.	CONT.
	VICA	Viburnum carlesii 'Compactum'	Compact Korean spice Viburnum	36"	B&B
PERENNIALS	PEAT	Perovskia atriplicifolia	Russian Sage	1 GAL.	CONT.
	HEST	Hemerocallis 'Stella de Oro'	Stella D'Oro Daylily	1 GAL.	CONT.
	SEAJ	Sedum spectabile 'Autumn Joy'	Autumn Joy Sedum	1 GAL.	CONT.
ORNAMENTAL GRASSES	DECA	Deschampsia caespitosa	Tufted Hair Grass	1 GAL.	CONT.
	MISP	Miscanthus sinensis 'Purpurescens'	Purple Maiden Grass	1 GAL.	CONT.
	PEAH	Pennisetum alopecuroides 'Hamelin'	Dwarf Fountain Grass	1 GAL.	CONT.
GROUNDCOVER	LIRP	Liriope spicata	Creeping Lily-Turf	3" POT	12" O.C.
	VINS	Vinca minor 'Bowlesii'	Bowles' Myrtle	3" POT	12" O.C.

JOB NO.: 0134
DATE: 04.06.04
REVISIONS: 04.30.04
DRAWN BY: BCL

ocean atlantic
OWNER/DEVELOPER
1900 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-6060
(703) 299-6198 (FAX)

Lannert Group
Landscape Architecture * Planning * Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-9088
Fax (630) 208-9050
http://www.lannert.com
lg@lannert.com

TYPICAL UNIT LANDSCAPE PLAN

NORTH
SCALE 1"= 10'

SHEET NUMBER
L12
13 OF 14

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\5 Landscape Architecture\L12 Typical Unit Planting Plan.dwg DATE PRINTED: Feb 01, 2005 - 12:32pm

PLANTING SPECIFICATIONS
PART 1 - GENERAL

1.01 DESCRIPTION

A. Provide trees, shrubs, perennials and groundcovers as shown and specified. The work includes:
1. Spreading of topsoil for all planting
2. Trees, shrubs, perennials and groundcovers
3. Planting mixes
4. Mulch and planting accessories
5. Fertilizer and herbicide
6. Maintenance
7. Watering of planted material

B. The Contractor shall verify all existing conditions and dimensions in the field prior to bidding and report any discrepancies to the Owner or his/her representative.

1.02 QUALITY ASSURANCE

A. Comply with all city work requirements.

B. Plant names and sizes shall comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties which are not listed should conform to the rules generally accepted by the nursery trade. Stock should be highly inspected.

C. All plant materials shall conform to the "American Standards for Nursery Stock" (ASNS), latest edition, published by the American Association of Nurserymen, Washington, DC.

D. All plant material shall be grown and supplied within a 50 mile radius of the project for a minimum of two full growing seasons.

E. Advise in writing the name and address of the source for each plant material proposed for use at least 30 days before the start of the planting operation.

F. Shop Drawings of submittals shall be at the minimum such as shown. With permission of the Landscape Architect, substitution for the materials specified will be accepted only when satisfactorily evidence in writing is submitted to the Landscape Architect, showing that the plant specified cannot be obtained. Reasons for substitution shall be stated and such substitutions proposed shall be named and size of substitute material. Only those substitutions of the kind of plant listed and shown on the drawings and specifications that are approved by the Landscape Architect, in writing, shall be used. Stock which, at the discretion of the Landscape Architect, is not acceptable with permission of the Landscape Architect, amending there are other plants of the kind specified which are larger or smaller may be used or substituted in conformity to the size as directed.

G. All advertised trees shall be true to name. Shrubs shall be of heights and forms specified on the plans. Shrubs specified by height shall have a spread equal to or greater than the minimum height. Shrubs which are specified by spread shall have the spread as specified and the height shall be that which is usual for plants of the spread given.

H. All plant materials are subject to inspection and approval. The Landscape Architect and Owner reserve the right to reject any plant material that does not conform to the requirements of the plans and specifications, the presence of insects and diseases, injuries and abnormalities (such as Contractor's negligence or otherwise), and to reject unacceptable plant material at any time during the progress of the project.

I. Container grown trees and shrubs shall be well established in containers and shall have been transplanted and developed in containers for sufficient length of time to develop a root system which will hold its soil together firmly when removed from container. Plants shall not be root bound. Container grown plants shall comply with the above standards for balled and burlapped plants.

1.03 DELIVERY, STORAGE, & HANDLING

A. Packed shall be delivered in original, unopened and undamaged packaging. Containers shall display height, weight and manufacturer's name. Store fertilizer in a manner that will prevent wetting and deterioration.

B. Take all precautions customarily observed by experienced nursery practice in preparing plants for transport. Plants shall be dug, packed and transported with care to ensure protection against injury. Trees and shrubs transported by open vehicle shall be adequately protected against wind drying. Do not bend or break branches. Any plants damaged during transit shall be replaced as directed by the Landscape Architect. Wrapping of plants must be adequate to prevent drying out of the roots and shall be maintained in place at the destination until planting. Plants shall be protected from heat and freezing conditions during transportation. Do not leave plants on site overnight before planting. Do not remove plants from containers before planting. Plants that are not planted promptly upon delivery shall be properly protected and cared for. Heeling in plants may be required if planting cannot be done promptly after delivery. Plants that are not planted promptly after

EXHIBIT E
PRELIMINARY ENGINEERING PLAN
FOR
WESTBURY VILLAGE
YORKVILLE, ILLINOIS

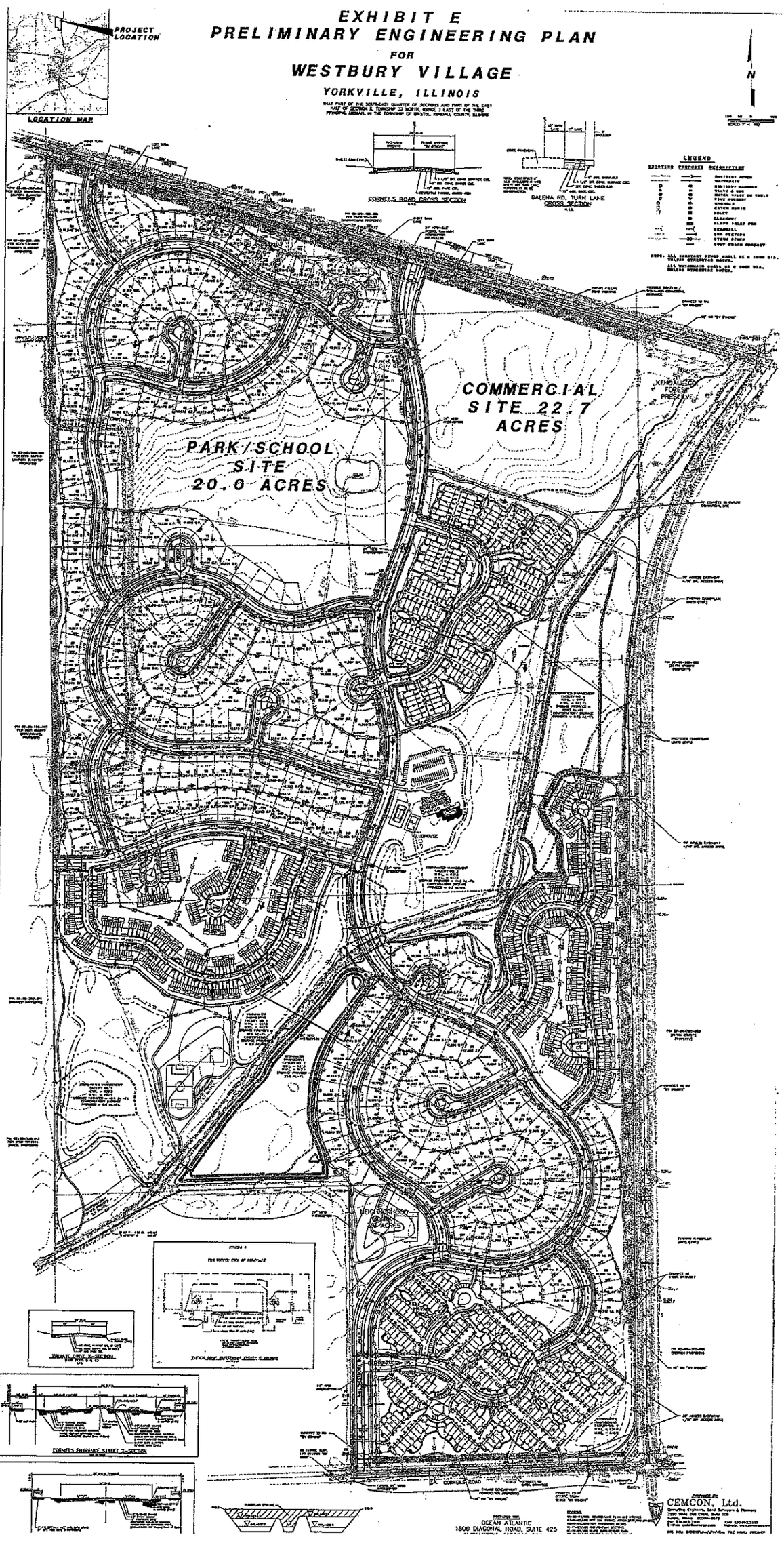
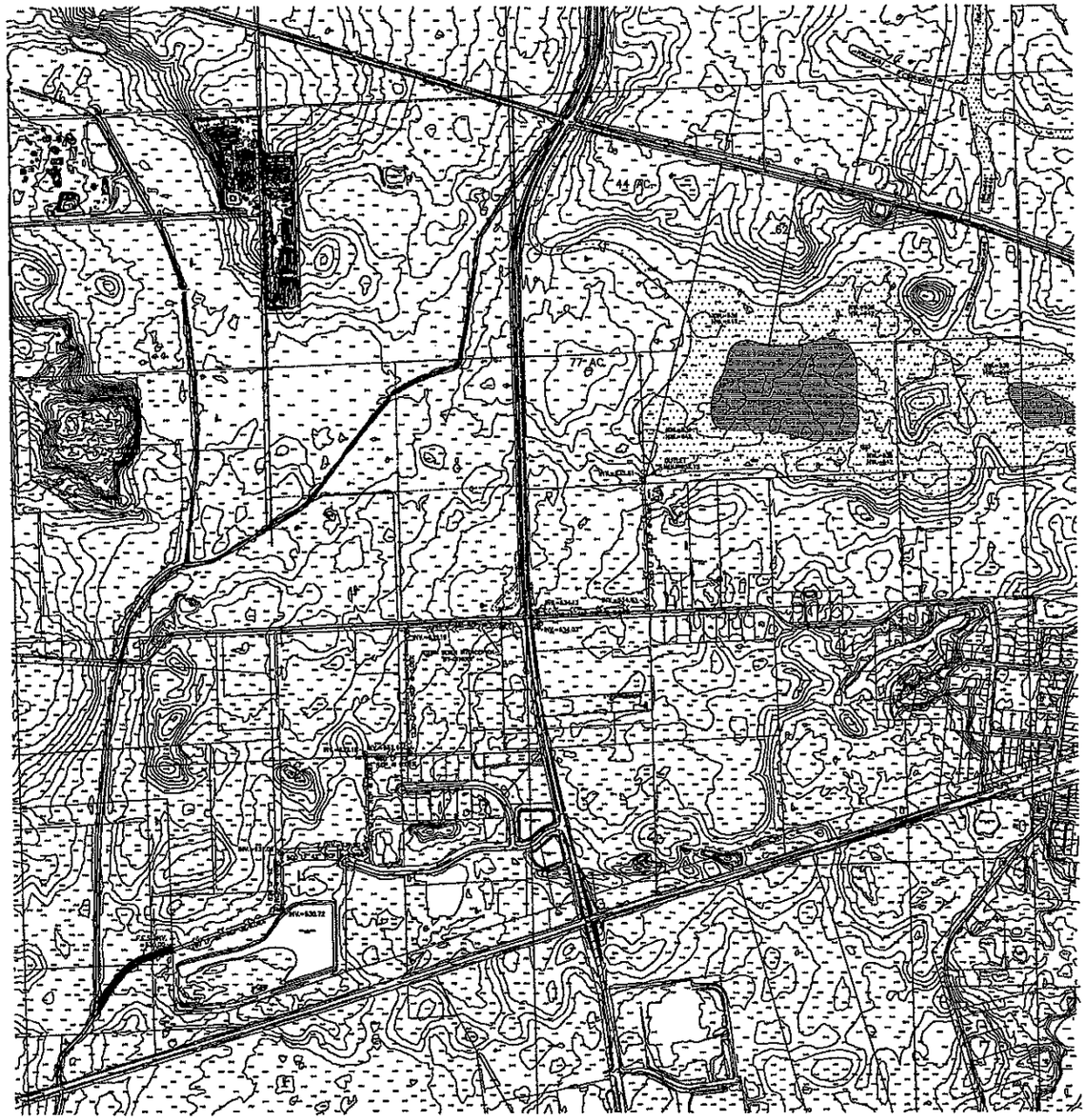


EXHIBIT F

RAYMOND OUTFALL STORMSEWER EXHIBIT



PREPARED FOR:
OCEAN ATLANTIC
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VIRGINIA 22314
(703) 299-6060

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
3200 Wilcox Drive, Suite 100
Aurora, Illinois 60504-5973
PH. 630.862.1100 FAX. 630.862.1199
E-MAIL mail@cemcon.com WEBSITE www.cemcon.com

DWG. NO.: 943518\dwg\DRAWG FILE NAME: OFFSITE STM EXHIB
DRAWN BY: DAC FLD. BK./PG. NO.: ---
COMPLETION DATE: 04-30-01 JOB NO.: 943518
XREF: X/A THIS OFFSITE STM EXHIB

REV'S 04-17-06/DAC REVISED TITLE PER ETT MEMO DATED 09-21-04

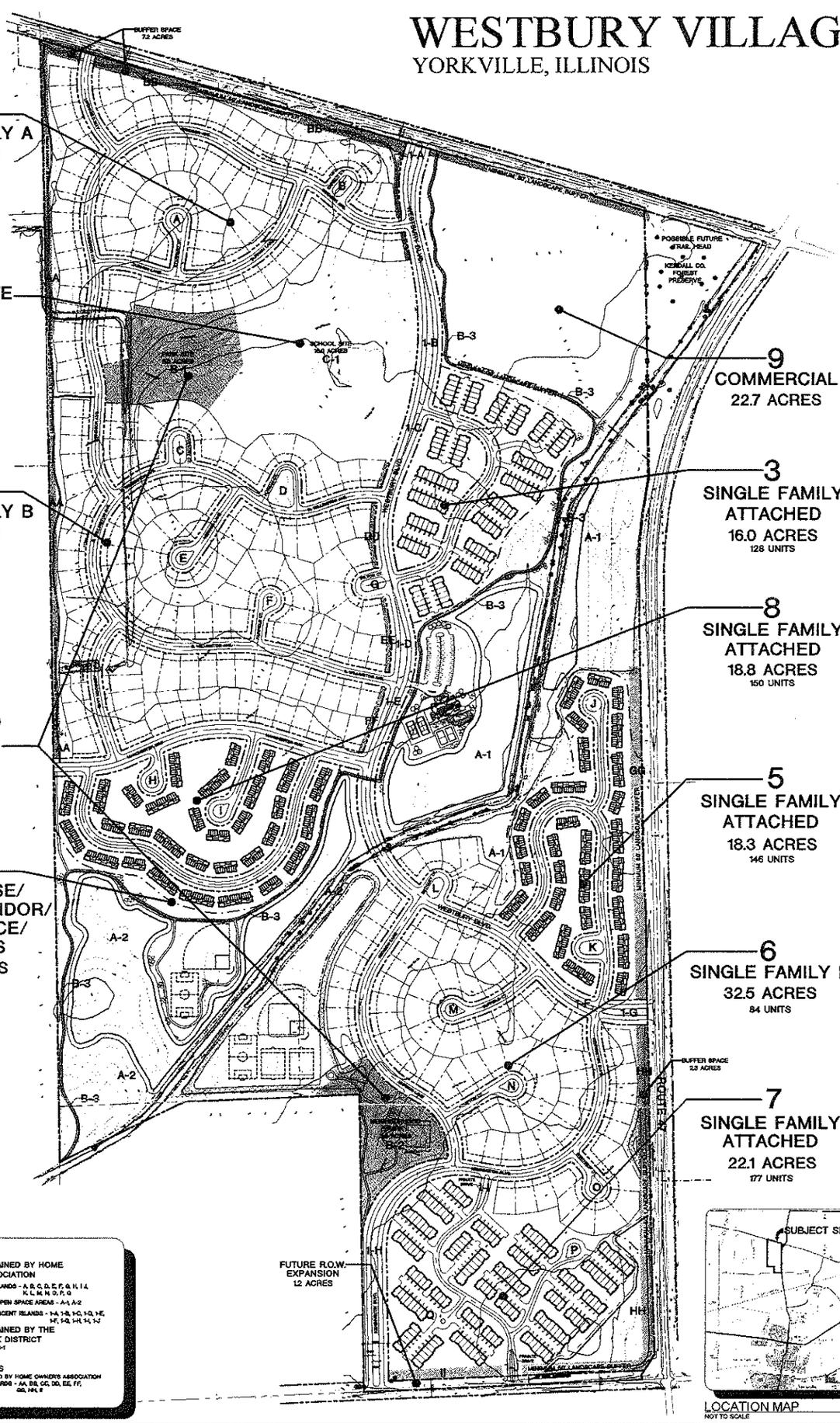
EXHIBIT E-1

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Home Owner's Assc.dwg DATE PRINTED: Feb 01, 2005 - 11:45am

EXHIBIT F

WESTBURY VILLAGE

YORKVILLE, ILLINOIS



HOME OWNERS ASSC. & SCHOOL/PARK DISTRICT PLAN

SHEET NUMBER 1 OF 1

200 100 0 200 400 600
SCALE IN FEET

NORTH

Lannert Group
Landscape Architecture ▪ Planning ▪ Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-6060
(703) 299-6199 (fax)

DRAWN BY:

REVISIONS

DATE: 09.26.03

JOB NO.: 0134

(ON BANK LETTERHEAD)

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

Amount: U.S. $_____

To: United City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

Date:_____
Issuer:_____
Letter of Credit No.:_____
Developer:_____
Subdivision:_____
Unit No.:_____
Expiration Date: (24 Months)

Ladies and Gentlemen:

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of _____ ($_____) Dollars for the account of _____.

This Letter of Credit is issued for the purposes of: (A) facilitating the construction of subdivision, public improvements and dedications for _____ Subdivision, including, but not limited to, streets, curbs, sidewalks, storm sewers, street lighting, waste water sewers, water lines, water detention facilities and all other public improvements as set forth in the approved drawings, specifications, plats and engineering, and as required by the Yorkville Subdivision Ordinance and all other applicable Ordinances; B) securing obligations contained in Yorkville Planned Unit Development Ordinance No._____; (NOTE: Delete if not applicable); C) providing funds for uncompleted subdivision improvements; and D) securing Village fees, dedications and contributions associated with such subdivision.

These funds are fully available by your drafts drawn on us at sight and accompanied by the following documents:

1. Statement signed by an authorized official of the United City of Yorkville certifying that the amount drafted represents the funds required to complete or correct subdivision improvements in accordance with the approved subdivision plans or specifications or comply with such other requirements of the Village including those provided herein.

2. Copy of written notice to us, as issuer, dated not less than ten (10) days prior to the date of your draft(S) hereunder describing the specific work yet to be performed or to be corrected or describing such other basis for withdrawal of the amount drafted; and

3. Statement setting forth that draft drawn hereunder is attributable to _____(Subdivision Name, _____(Issuer name), _____(Letter of Credit No.).

Drafts drawn hereunder by presentation at our counters cannot be drawn prior to one (1) year from date of issuance of this Letter of Credit, nor later than the expiration date.

Notwithstanding the foregoing, this Letter of Credit shall remain in full force and effect for a period of One Hundred and Twenty (120) days after written notification by the Issuer to the United City of Yorkville is received, it being understood that the affirmative action of the issuer in forwarding written notice by certified or registered mail, return receipt requested (or by Receipted hand delivery) is required prior to expiration of this Letter of Credit. In addition to the foregoing, all drafts may be submitted for a period of ninety (90) days following the expiration date of this irrevocable Letter of Credit as provided herein and such draft shall be fully honored during the ninety (90) days in accordance with the terms and provisions herein contained.

This Letter of Credit may be reduced to such amounts specified in writing from time to time by the United City of Yorkville. The Issuer and Developer agree that by reducing the amount of this letter, the Village is not accepting any public improvements or otherwise waiving any rights it may have.

Provided that the City complies in a timely manner with the draft requirements in numbered paragraphs (1), (2) and (3) above, if we fail to honor drafts drawn on this Letter of Credit in addition to all other damages which are limited by the amount of this Letter of Credit, w shall also pay the City all reasonable attorney and expert fees; court costs and all other expenses incurred by the City.

The Irrevocable Letter of Credit shall not operate as a limitation upon the obligation of _____ (Developer) to install all improvements required by the United City of Yorkville and otherwise comply with all its other obligations, including the purposes for which this Letter of Credit is issued.

This Letter of Credit is subject to applicable provisions of the uniform Commercial Code of the State of Illinois (810 ILCS 5/5-101 et.seq.).

Sincerely,

ATTEST:

(Bank Name)

By:_____

By:_____

Title:_____

EXHIBIT "I-2"

PROPERTIES SUBJECT TO CITY OF YORKVILLE ROB ROY CREEK INTERCEPTOR BOND REPAYMENT

[ON FILE WITH THE CITY]

EXHIBIT J

**This document was prepared by,
And following recording shall be
returned to:**

Robert E. Nelson
Attorney at Law
30 So. Stolp Ave.
Aurora, IL 60506

AGREEMENT TO GRANT EASEMENT

THIS AGREEMENT, MADE THIS ___ DAY OF _____, 2003, WITNESSETH: That the undersigned, Richard A. Undesser Jr. and John F. Undesser, as Co-Executors of the Estate of Richard Undesser, deceased, and Richard A. Undesser Jr. and John F. Undesser as Co-Executors of the Estate of Henrietta Undesser, deceased and Richard A. Undesser Jr., Mary Momsen and John F. Undesser (hereinafter called "Grantor"), for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the United City of Yorkville, a municipal corporation, of County of Kendall, State of Illinois, (hereinafter called "Grantee"), a non-exclusive perpetual easement to construct, operate, maintain, inspect, remove, repair, abandon in place, replace and reconstruct (collectively, "Installation"), a pipeline, together with such valves, fittings, protective apparatus, fire hydrants, and all other equipment and appurtenances as may be convenient in connection therewith (collectively, the "Facilities") for the transportation of water under and across a strip of land, as described as Parcel One on Exhibit A which is attached hereto and incorporated herein (hereinafter referred to as the "Easement Premises"). The Grantor further grants the Grantee the right of ingress and egress to and from the Easement Premises for all purposes convenient or incidental to the exercise by the Grantee of the rights herein granted.

The aforesaid rights and easement are granted as and from the date hereof on the following terms and conditions.

1. Grantor covenants with Grantee that Grantor is the lawful fee simple owner of the aforesaid lands, and that Grantor has the right and authority to make this grant, and that Grantor will forever warrant and defend the title thereto against all claims whatsoever.

2. Except for above-ground fire hydrants and valve vaults, Grantee shall install the Facilities in the Easement Premises with a minimum of five (5) feet of top cover.

3. In the course of installing the Facilities the Grantee shall undertake topsoil replacement procedures as follows:

The actual depth of the topsoil will first be stripped from the area to be excavated for the pipeline. All subsoil material which is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench first, and the topsoil replaced next. The

topsoil must be replaced within the trench so that after settling occurs, the topsoil's original depth and contour (with an allowance for settling) will be achieved. In no instance will the topsoil materials be used for any other purpose, unless expressly authorized in writing by Grantor.

4. If Grantor's underground drainage tile is damaged by the installation of the Facilities, Grantee will repair the damaged tile line in a manner that assures the tile line's proper operation at the point of repair.

5. Grantee shall remove all Installation related debris and material which is not an integral part of the Facilities, including, without limitation, all litter generated by the construction crew. Grantee shall not backfill the top five (5) feet (or the actual depth of the top cover, if less than five (5) feet) of the pipeline trench with soil containing any rocks or a greater concentration or size than existed prior to the excavation for the Facilities. Following Installation, Grantee shall restore the Easement Premises to its pre-construction elevation and contour as soon as practical should uneven settling or surface drainage problems develop. Grantee shall cure all substantial ruts left after the Installation of the Facilities.

6. Grantee shall be liable to Grantor and the Grantor's farm tenant for damages to the farm tenant's rights, annual crops, fences, trees and other existing improvements which may arise from the exercise of the rights herein granted. Grantee shall be liable to compensate for any crop loss in the sum of $_____ per acre of corn crop damage and $____ per acre for soybean crop damage as shall be determined by the Grantor's farm tenant and the Grantee following completion of Installation activities.

7. The easement hereby granted shall be nonexclusive. The Grantor shall have the right fully to use and enjoy the Easement Premises except as the same may be necessary, convenient or incidental to the purposes herein granted to the Grantee and except as otherwise specifically provided as follows.

a) Grantor reserves the right to construct roads, streets, sidewalks and utilities over, along, upon and across the Easement Premises, but Grantor must notify Grantee, in writing, at least thirty (30) days in advance, of any such construction. Said advance written notice shall include engineering plans for such construction. Grantee reserves the right to review said engineering plans and request any modifications to them that is in accordance with the then current, industry acceptable, engineering standards necessary to protect the integrity of the Facilities. Grantee's review of said engineering plans shall be completed in a timely matter and Grantee's approval or such construction shall not be unreasonably withheld.

b) Grantor shall not materially alter the grade of the Easement Premises without the prior, express written consent of the Grantee.

c) Grantor shall not excavate, drill, install and erect, or permit to be excavated, drilled, installed or erected on, over, under or across the Easement Premises any pit, well, foundation, or other similar structure without Grantee's prior, express written consent.

8. Grantee agrees that there shall be no above-ground appurtenances or facilities, except for necessary fire hydrants and valve vaults.

9. Notwithstanding any provision herein to the contrary, if Grantee, for whatever reason, fails to commence actual Installation of the Facilities within the Easement Premises within 365 days after the date of this instrument, then the right, title and interest of the Grantee, its successors and assigns in the Easement Premises and this Agreement shall be extinguished and revert to the Grantor, and Grantor's successors and assigns.

10. Grantee shall indemnify and hold Grantor and Grantor's successors and assigns harmless from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Installation, use, or existence of the Facilities, including damage to such Facilities and the leaking of its contents, except where the claims, injuries, suits, damages, costs, losses, and expenses arise out of the negligence or intentional acts of the Grantor and Grantor's agents, successors or assigns.

11. This Agreement is made and executed by the Grantor subject to any and all easements and covenants, conditions and restrictions of record heretofore existing.

12. The Grantor also grants and conveys unto the Grantee a temporary easement to enter upon and have access to the real property of Grantor, with necessary equipment, for the express purpose of undertaking the initial Installation of the Facilities. Said temporary easement is limited to the area herein described as and under the caption of Parcel Two on Exhibit A attached hereto.

This grant of temporary easement above described shall terminate 90 days after the initial Installation of the Facilities or one year from the execution of this Agreement, whichever occurs first. Upon termination, Grantee will return said property to Grantor as nearly as practicable to its original condition, according to the provisions herein provided.

13. Grantee represents that it will authorize Grantor to make reasonable connections to the Facilities at locations mutually acceptable to Grantor and Grantee and in accordance with sound engineering principles.

14. The Grantee hereunder waives the payment of money and any other consideration by Grantor for reimbursement or recapture for the Grantee's cost of Installing the Facilities, including any service laterals.

No provision herein shall be regarded as Grantee's waiver of Grantee's right to collect a tap-on/connection fee as required under Grantee's ordinances from time to time nor shall any provision herein be regarded as Grantee's waiver of Grantee's right to collect development and/or permit fees as required under Grantee's ordinances from time to time.

15. 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. Venue for any action is in the Circuit Court of Kendall County, Illinois.

16. 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.

17. This agreement supercedes all prior agreement 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. There are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between or among then, other than are herein set forth.

18. 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 of their assigns.

19. 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.

20. All notices, elections, and other communications between the parties hereto shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally, to the parties at the following addresses, or at such other address as the parties may, by notice, designate:

If to the Grantee:
City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

If the Owner:
Richard A. Undesser Jr.
_____ Galena Road
Bristol, IL 60512

Notices shall be deemed received on the third business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

21. This agreement, including all the covenants and conditions herein contained, shall be construed as creating an easement appurtenant to property owned by the Grantor, and shall extend to, be binding upon and inure to the benefit of the heirs, executors, administrators, successors in title, agents and assigns of the Grantor and Grantee respectively.

By execution of this instrument through its authorized representatives the United City of Yorkville acknowledges and accepts the grant of easement for the purposes and on the terms and conditions set forth in this instrument.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first above named.

GRANTEE:
United City of Yorkville

By: _____ (SEAL)
Mayor

Attest: _____
Clerk

GRANTORS:

_____
Richard A. Undesser Jr.

and

_____
John F. Undesser

As Executors of the Estate of Richard Undesser, deceased

_____
Richard A. Undesser Jr.

and

_____
John F. Undesser

As Executors of the Estate of Henrietta Undesser, deceased

_____
Richard A. Undesser Jr.

_____
John F. Undesser

_____
Mary Momsen

PREPARED BY:
Robert E. Nelson
Attorney at Law
30 So. Stolp Ave.
Aurora, IL 60506

1336473_v2

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

I, _____, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, Mayor of the United City of Yorkville, and _____, Clerk in and for said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act as such Mayor and Clerk for the uses and purposes therein set forth.

Given under my name and notarial seal this ____ day of _____, 2003.

_____
Notary Public

EXHIBIT G

RIGHT-TO-FARM STATEMENT

Kendall County has a long rich tradition in agriculture and respects the role that farming continues to play in shaping the economic viability of the county. Property that supports this industry is indicated by a zoning indicator – A-1 or Ag Special Use. Anyone constructing a residence or facility near this zoning should be aware that normal agricultural practices may result in occasional smells dust, sights, noise, and unique hours of operations that are not typical in other zoning areas.

DEVIATIONS FROM CITY ORDINANCES

EXHIBIT H

Subdivision Control Ordinance No. 2002-2 Adopted 03-09-00

1) Section 7.06 Street Jogs:

Subdivision Control Ordinance Requirement:
Street intersection jogs with center line offsets of less than one hundred fifty feet (150) shall be prohibited.

Variance Requested:
Street intersection jogs with center line offsets of less than one hundred fifty feet (150) shall be prohibited, with an exception for eyebrows with landscaped islands, where one leg of the eyebrow shall align with the opposite street.

2) Figure 2 on page S23:

Subdivision Control Ordinance Requirement:
Minimum radius to Centerline of Horizontal Curves for Local, Minor for row houses and apartments, 150 ft.

Variance Requested:
Minimum radius to Centerline of Horizontal Curves for Local, Minor for row houses and apartments, 150 ft. with the ability to decrease to 60' radius at a 90 degree roadway curve.

3) Figure 2 on page S23:

Subdivision Control Ordinance Requirement:
Minimum radius to Centerline of Horizontal Curves for Minor, for single family residence, 100 ft.

Variance Requested:
Minimum radius to Centerline of Horizontal Curves for Minor, for single family residence, 100 ft. with the ability to decrease to 60' radius at a 90 degree roadway curve.

City of Yorkville Standard Specifications for Improvements Resolution No. 2000-4:

1) Paragraph 4:

Subdivision Control Ordinance Requirement:
No work is to start until the engineering plans have been approved by the City Engineer and the City Administrator and the pre-construction meeting has been held.

Variance Requested:
The developer shall have the right to begin mass earthwork operations, for no more than 100 acres at a time, at their risk, upon holding a pre-construction meeting and upon placement of a Letter of Credit for erosion control measures.

Ordinance No. 2002-40 Ordinance Amending United City of Yorkville Subdivision (Ordinance No. 2000-2) and United City of Yorkville Standard Specifications for Improvements (Resolution No. 2000-4)

1) Section 3: Requirements 1. a):

Subdivision Control Ordinance Requirement:
Hydraulically equivalent compensatory storage requirements for fill or structures in a riverine floodplain shall be at least equal to 1.5 times the volume of floodplain storage lost or displaced. Such compensation areas shall be designed to drain freely and openly to the channel and located opposite or adjacent to fill areas. A recorded covenant running with the land is required to prohibit any modification to the compensation area. The floodplain storage volume lost below the existing 10-year frequency flood elevation must be replaced below the proposed 10-year frequency flood elevation. The floodplain storage volume lost above the existing 10-year frequency flood elevation must be replaced above the proposed 10-year frequency flood elevation.

Variance Requested:
Hydraulically equivalent compensatory storage requirements for fill or structures in a riverine floodplain shall be at least equal to 1.0 times the volume of floodplain storage lost or displaced. Such compensation areas shall be designed to drain freely and openly to the channel and located opposite or adjacent to fill areas. A recorded covenant running with the land is required to prohibit any modification to the compensation area. The floodplain storage volume lost below the existing 100-year frequency flood elevation must be replaced below the proposed 100-year frequency flood elevation.

Draft Subdivision Ordinance:

1) Page S12, Section 8. A. Storm Water Retention (Wet Ponds):

Subdivision Control Ordinance Requirement:
These areas shall be designed to a minimum depth below normal water levels of six (6) feet. If fish life is to be maintained, 25% shall be a minimum depth of 12 feet. These areas must have a safety shelf of five (5) feet minimum, ten (10) feet maximum in width, at a depth of 2 feet below the normal water elevation. The slope to the bottom of the lake is 2:1 and the slope up from the lake is a maximum of 5:1. All storm water inlet points must have calculated desilting basins below the required 6 feet of depth. The maximum bounce for wet ponds shall be four (4) feet. Grating at all Retention ponds is required.

Variance Requested:
These areas shall be designed to a minimum depth below normal water levels of six (6) feet. If fish life is to be maintained, 25% shall be a minimum depth of 12 feet. These areas must have a safety shelf of five (5) feet minimum, ten (10) feet maximum in width, at a depth of 2 feet below the normal water elevation. The slope to the bottom of the lake is 2:1 and the slope up from the lake is a maximum of 4:1. All storm water inlet points must have calculated desilting basins below the required 6 feet of depth. The maximum bounce for wet ponds shall be seven (7) feet. Grating at all Retention ponds is required.

2) Page S12, Section 8. B. Storm Water Detention (Dry Ponds):

Subdivision Control Ordinance Requirement:
These areas shall be designed with a 2 year low flow underdrain system so that ponding beyond the storage does not occur and that a good stand of grass can be maintained. A safety shelf of five (5) feet minimum, then (10) feet maximum in width is required. The embankment slope shall be 5:1. Slopes shall be allowed directly over underdrain pipes. All incoming and outgoing conduits shall have concrete flared end section or poured in place headwall with grates. Two (2) foot inlets can be placed over the low flow pipe. The maximum water depth below the HWL shall be 4 feet. Grating at all Detention ponds is required.

Variance Requested:
These areas shall be designed with a 2 year low flow underdrain system so that ponding beyond the storage does not occur and that a good stand of grass can be maintained. The embankment slope shall be 4:1. One (1) percent slopes shall be allowed directly over underdrain pipes. All incoming and outgoing conduits shall have concrete flared end section or poured in place headwall with grates. Two (2) foot inlets can be placed over the low flow pipe. The maximum water depth below the HWL shall be seven (7) feet. Grating at all Detention ponds is required.

DEVIATIONS FROM CITY ORDINANCE
EXHIBIT H

ONE FAMILY RESIDENCE DISTRICT:

SINGLE FAMILY DETACHED:

1.) MINIMUM LOT SIZE:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article B – R-2 One Family Residence District; Section 10-6B-3: Lot Area and Allowable Density; Item B)

> Lots served by both public sewerage and water facilities shall have an area of not less than **TWELVE THOUSAND (12,000) SQUARE FEET** and a width at the building line of not less than eighty feet (80'). Density shall not exceed three and three-tenths (3.3) dwelling units per each acre.

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item B – Performance Standards; #1. Single Family – Detached (Pod 1 – 85 units; Pod 2 – 120 units; Pod 6 – 84 units); a.)

> **Minimum Lot Size shall be 12,000 square feet, unless the lot abuts open space of not less than TWENTY-FIVE FEET (25') in depth, in which case the Minimum Lot Size may be reduced to 10,000 square feet.**

2.) RESIDENTIAL SIDE YARD SETBACKS:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article B – R-2 One Family Residence District; Section 10-6B-4: Yard Areas; Item B – Side Yards)

> A side yard on each side of the zoning lot of not less than **TEN FEET (10'),** or ten percent (10%), whichever is greater, except where a side yard adjoins a street, the minimum width shall be increased to **THIRTY FEET (30').**

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #1. Single Family – Detached (Pod 1, 2, and 6); b. and c.)

> **The exterior corner side yard adjoining a street shall be a minimum of TWENTY-FIVE FEET (25'). (The minimum exterior corner side yard shall be TWENTY FEET [20'] on lots containing a 3-car garage.)**
>
> **Lots affected include:**
> **Pod 1 – Lots 2, 6, 17, 25, 43, 58, 65, 67, 80, and 81**
> **Pod 2 – Lots 4, 8, 10, 15, 16, 25, 31, 38, 39, 44, 56, 67, 84, and 91**
> **Pod 6 – Lots 2, 7, 8, 21, 28, 35, 37, 49, 53, 64, 74, 75**

The minimum side yard shall be EIGHT AND ONE HALF FEET (8.5'). (The minimum side yard shall be SEVEN AND ONE HALF FEET [7.5'] on lots containing a 3-car garage).

The side yard setback for lots containing either public water or sanitary sewer mains or storm sewer in side yards shall be increased to TEN FEET (10') to accommodate this condition.

GENERAL RESIDENCE DISTRICT:

COURTYARD HOMES – SINGLE FAMILY ATTACHED:

1) RESIDENTIAL FRONT YARD SETBACKS:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 1)

Front Yard: Not less than **THIRTY FEET (30').**

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Courtyard Homes – Single Family Attached (Pod 3 and 7); a.)

Front yard: Not less than TWENTY-FIVE FEET (25')

2.) RESIDENTIAL SIDE YARD SETBACKS:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 2)

Side Yards: Two (2) side yards, each **TWELVE FEET (12')** in width; or, a side yard of sixty percent (60%) of the building height (whichever is greater), except a side yard adjoining a street shall not be less than twenty feet (20') in width.

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Courtyard Homes – Single Family Attached (Pod 3 and 7); c.)

Side Yards: TWO (2) Side yards, each TEN FEET (10') in width.

Side Yard Adjoining a Private street: If adjacent to private street, the minimum side yard shall be TWENTY FEET (20') from the edge of pavement.

3.) RESIDENTIAL REAR YARD SETBACKS:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 3)

Rear Yard: Rear yard not less than **FORTY FEET (40')** in depth. (Ord. 1973-56A, 3-28-74)

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Courtyard Homes – Single Family Attached (Pod 3 and 7); d.)

Rear yard: Rear yard not less than THIRTY FEET (30') in depth.

TOWNHOMES – SINGLE FAMILY ATTACHED:

1) RESIDENTIAL FRONT YARD SETBACKS:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 1)

Front Yard: Not less than **THIRTY FEET (30').**

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Townhomes Parcel– Single Family Attached (Pod 5, and 8); a.)

Front yard: Not less than TWENTY FEET (20')

2.) RESIDENTIAL SIDE YARD SETBACKS:

Zoning Ordinance Requirement:
United City of the Village of Yorkville Zoning Ordinance (Chapter 6; Article D – R-4 General Residence District; Section 10-6D-4: Yard Areas; Item B – 2)

Side Yards: Two (2) side yards, each **TWELVE FEET (12')** in width; or, a side yard of sixty percent (60%) of the building height (whichever is greater), except a side yard adjoining a street shall not be less than twenty feet (20') in width.

Variance Requested:
Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (Section 9; Item C – Residential Setbacks; #2. Townhomes Parcel– Single Family Attached (Pod 5, and 8); c.)

Side Yard: TWO (2) side yards, each TEN FEET (10') in width.

MINIMUM BUILDING SEPARATIONS – SINGLE FAMILY ATTACHED: (See Attachment D-1)

Minimum building separations in Pods 3,5,7 and 8 shall be as follows

a.	Rear to Rear	60'
b.	Front to Side	40'
c.	Rear to Front	80'
d.	Garage to Garage	60'
e.	Side to Rear	40'
f.	Side to Side	20'

g. Front to Front 50'

Deviations From Minimum Building Separations: (See Exhibit C, Sheets L4 & L5)

POD 5:

Rear to Rear:

Buildings AA – W	**58'**
Buildings CC – U	**47'**

Front to Side:

Buildings U – T	**23'**

Rear to Front:

Buildings U – V	**49'**

POD 7:

Front to Side:

Buildings G – H	**25'**
Buildings Y-Z	**29'**
Buildings X – Z	**35'**
Buildings W – X	**37'**

Front to Front:

Buildings D – E	**25'**

POD 8:

Rear to Rear:

Buildings S – W	**48'**
Buildings W – AA	**57'**

MINIMUM ROADWAY STANDARDS – SINGLE FAMILY ATTACHED

1.) **Minimum Right-of-Way Width**

Subdivision Control Ordinance Requirement:
United City of Yorkville Subdivision Control Ordinance "Figure 2" identifies a minimum right-of-way width for Local, Minor streets for row houses and apartments as **SIXTY-SIX FEET (66')**

Variance Requested:
Pods 3, 5 and 8:

Right-of-way width for Local, Minor streets for townhomes and courtyard homes - SIXTY FEET (60')

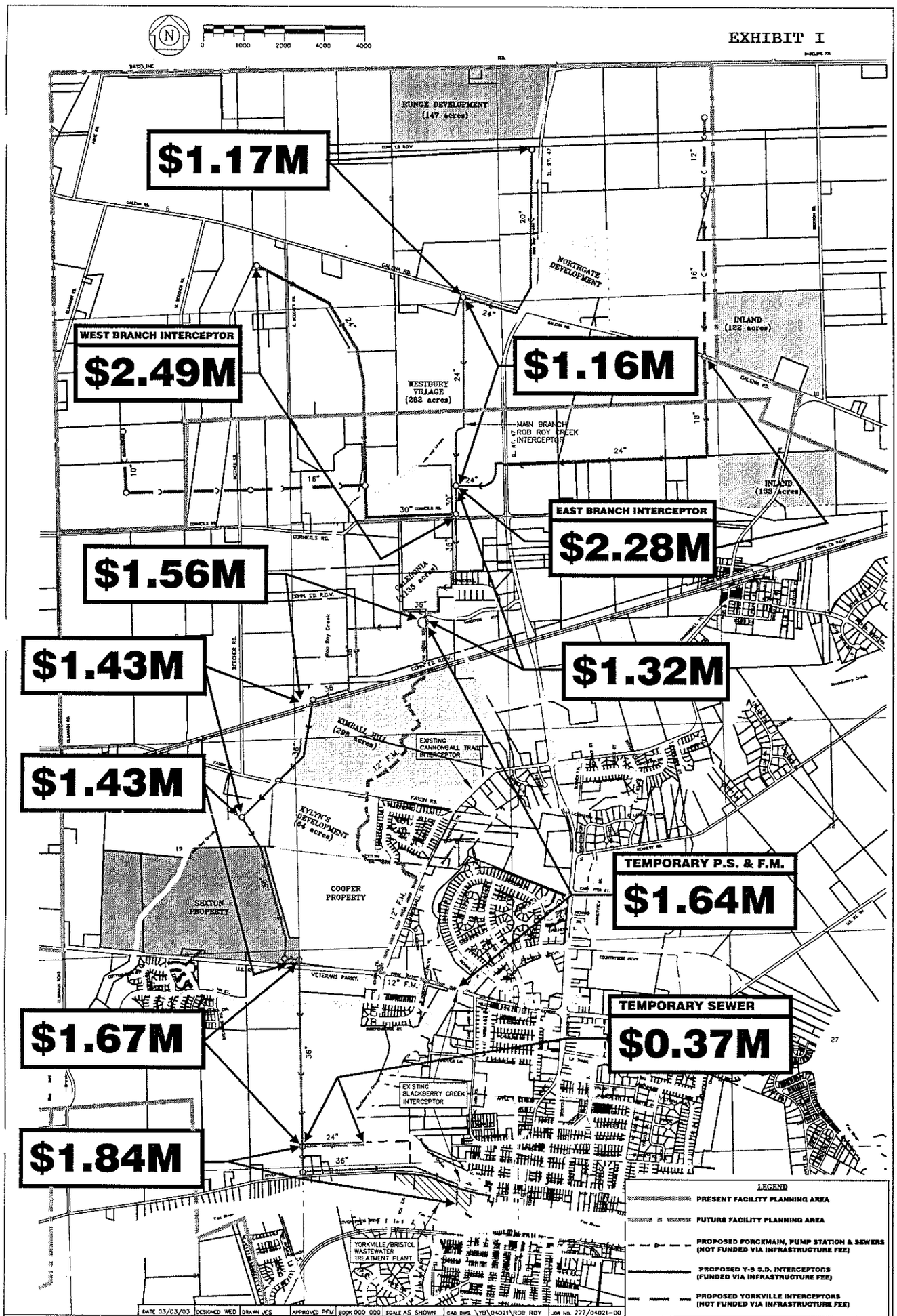
2.) **Minimum Roadway Width**

United City of Yorkville Subdivision Control Ordinance "Figure 2" identifies a minimum roadway width for Local, Minor streets for row houses and apartments as **THIRTY FEET (30')**

Variance Requested:
Pods 3, 5, 7 and 8:

Roadway width for Local, Minor Streets for townhomes and courtyard homes – TWENTY-FOUR (24')

EXHIBIT I



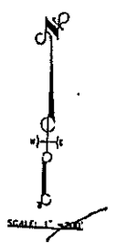
WALTER E. DEUCHLER ASSOCIATES, INC.
Consulting Engineers – Aurora, Illinois

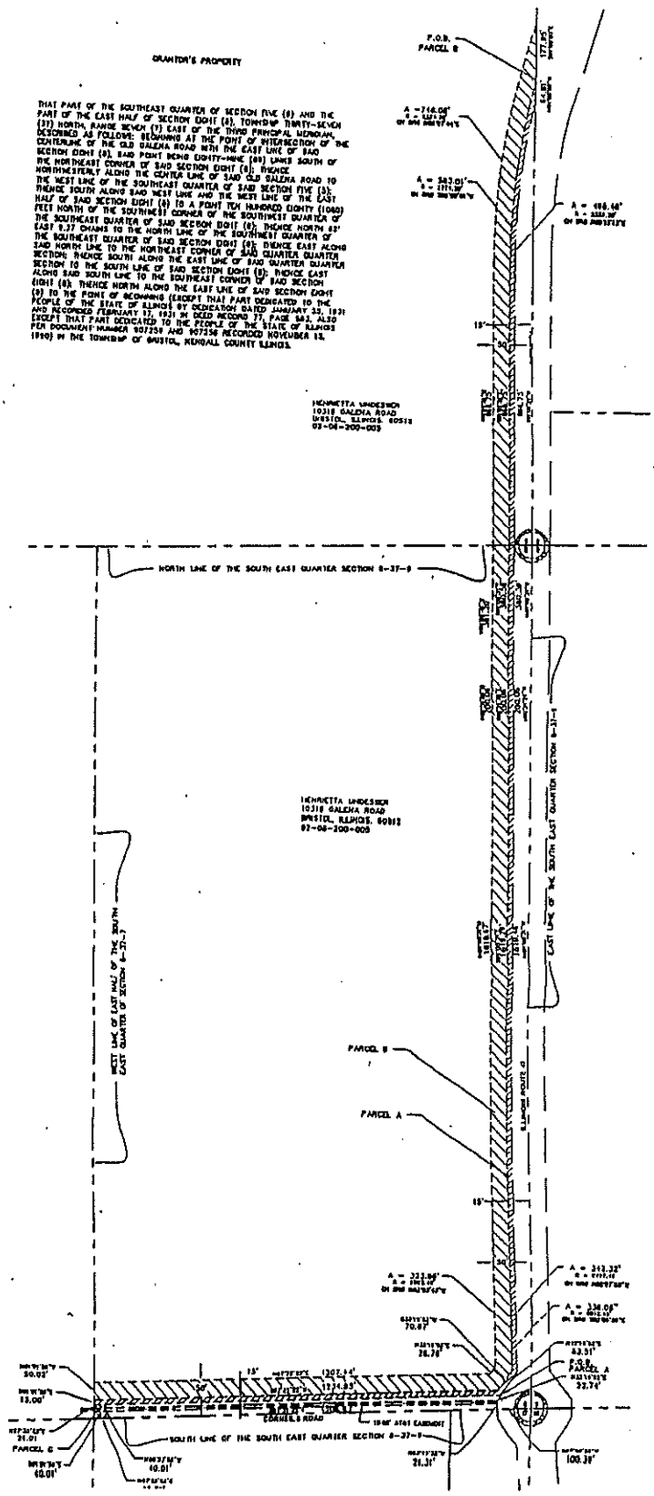
REVISIONS
REVISED: OCTOBER 8, 2003
REVISED: APRIL 2, 2004

YORKVILLE–BRISTOL SANITARY DISTRICT
ROB ROY CREEK INTERCEPTOR

Exhibit J

GRANT OF EASEMENT
FOR
WATERMAIN
TO THE
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS





THAT PART OF THE SOUTHEAST QUARTER OF SECTION FIVE (5) AND THE PART OF THE EAST HALF OF SECTION EIGHT (8), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE SEVEN (7) EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION EIGHT (8), SAID POINT BEING EIGHTY-NINE (89) LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION EIGHT (8); THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION FIVE (5); THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION EIGHT (8) TO A POINT TEN HUNDRED EIGHTY (1080) FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION EIGHT (8); THENCE NORTH 89° EAST 9.27 CHAINS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION EIGHT (8); THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO THE SOUTH LINE OF SAID QUARTER QUARTER ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION EIGHT (8); THENCE EAST ALONG THE NORTH LINE OF SAID SECTION EIGHT (8); THENCE NORTH ALONG THE EAST LINE OF SAID SECTION EIGHT (8) TO THE POINT OF BEGINNING (EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION DATED JANUARY 22, 1931 AND RECORDED FEBRUARY 17, 1931 IN DEED RECORD 77, PAGE 563. ALSO PER DOCUMENT NUMBER 907258 AND 907258 RECORDED NOVEMBER 13, 1950) IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY ILLINOIS.

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Open Space Allocation.dwg DATE PRINTED: Feb 03, 2005 - 2:52pm

EXHIBIT K

WESTBURY VILLAGE

YORKVILLE, ILLINOIS

BUFFER SPACE B
2.22 ACRES

GALENA ROAD

1
SINGLE FAMILY A
32.01 ACRES
12,000 SQ. FT. LOTS
12,000 SQ. FT. ADJACENT TO OPEN SPACE
89 UNITS

REGIONAL TRAIL
.48 ACRES
LOCATED WITHIN BUFFER SPACE B

9
COMMERCIAL
22.70 ACRES

PARK SITE 1
5.00 ACRES

SCHOOL SITE
15.00 ACRES

BUFFER SPACE A
4.19 ACRES

3
SINGLE FAMILY ATTACHED
16.75 ACRES
15.29 AC. LAND AREA
1.46 AC. REGIONAL DETENTION
134 UNITS
8.0 UNITS/ACRE

BUFFER SPACE C
0.15 ACRES

REGIONAL TRAIL
.93 ACRES
LOCATED WITHIN POD 4-B

2
SINGLE FAMILY B
45.13 ACRES
12,000 SQ. FT. LOTS
12,000 SQ. FT. ADJACENT TO OPEN SPACE
116 UNITS

4-B
OPEN SPACE B:
CREEK CORRIDOR/
CLUBHOUSE
24.12 ACRES

BUFFER SPACE D
0.17 ACRES

BUFFER SPACE E
0.15 ACRES

REGIONAL TRAIL
.29 ACRES

8
SINGLE FAMILY ATTACHED
18.87 ACRES
18.91 AC. LAND AREA
1.96 AC. REGIONAL DETENTION
150 UNITS
8.0 UNITS/ACRE

REGIONAL TRAIL
.27 ACRES

5
SINGLE FAMILY ATTACHED
18.30 ACRES
14.19 AC. LAND AREA
4.11 AC. REGIONAL DETENTION
146 UNITS
8.0 UNITS/ACRE

INTERNAL R.O.W.
.61 ACRES

REGIONAL TRAIL
.82 ACRES
LOCATED WITHIN POD 4-A

4-A
OPEN SPACE A:
CREEK CORRIDOR/
DETENTION - PODS 1, 2, 6
26.07 ACRES

6
SINGLE FAMILY B
31.68 ACRES
12,000 SQ. FT. LOTS
12,000 SQ. FT. ADJACENT TO OPEN SPACE
84 UNITS

REGIONAL TRAIL
.43 ACRES
LOCATED WITHIN POD 4-A

BUFFER SPACE F
4.09 ACRES

PARK SITE 2
3.81 ACRES

OPEN SPACE D
.27 ACRES

7
SINGLE FAMILY ATTACHED
21.35 ACRES
18.79 AC. LAND AREA
2.56 AC. REGIONAL DETENTION
171 UNITS
8.0 UNITS/ACRE

OPEN SPACE C
2.29 ACRES

BUFFER SPACE G
1.32 ACRES

CORNEILS ROAD
PROPOSED R.O.W. EXPANSION
1.19 ACRES

ILLINOIS RTE. 47

ROUTE 47

PARK SITE
4.68 ACRES
(MORE OR LESS)

PROPOSED RETENTION
PARK LAND REQUIREMENT
OPEN SPACE
SCHOOL LAND DONATION

Stormwater Summary:

Single Family stormwater requirement Pods 1, 2, and 6	9.52 acres
Single Family Attached stormwater requirement Pods 3, 5, 7, and 8 *(Allocated to the Single Family Attached Total Acreage)*	10.09 acres
Total Stormwater Requirement	19.61 acres
15% stormwater open space credit *(Based on the 19.61 acres of stormwater requirement)*	2.94 acres

SITE DATA

SINGLE FAMILY 12,000 SQ. FT.	106.82 ACRES NEIGHBORHOODS 1, 2, 5, 6	36.2%	259 UNITS
SINGLE FAMILY ATTACHED	75.27 ACRES	25.0%	601 UNITS
TOWNHOMES (INCLUDES 0.61 AC. STORMWATER REQUIREMENT)	37.10 AC.		296 UNITS
COURTYARD HOMES (INCLUDES 1.46 AC. STORMWATER REQUIREMENT)	38.17 AC.		305 UNITS
OPEN SPACE	92.07 ACRES	30.6%	
OPEN SPACE A	16.55 AC.		
OPEN SPACE B	24.12 AC.		
OPEN SPACE C	2.29 AC.		
OPEN SPACE D	.27 AC.		
SINGLE FAMILY DETENTION	9.52 AC.		
SCHOOL SITE	15.00 AC.		
PARK SITE 1	5.00 AC.		
PARK SITE 2	3.81 AC.		
BUFFERS	12.29 AC.		
REGIONAL TRAIL	3.52 AC.		
COMMERCIAL	22.70 ACRES	7.5%	
INTERNAL R.O.W.	.61 ACRES	.2%	
FUTURE R.O.W. (FUTURE EXPANSION OF CORNEILS ROAD TO AN 80' R.O.W.)	1.19 ACRES	.4%	
TOTAL	300.66 ACRES	100%	890 UNITS 2.96 UNITS/ACRE

1. Open Space Summary

Open Space A	30.59 acres (=16.55 ac. O.S.+14.04 ac. Stormwater Detention)
Open Space B	29.69 acres (= 24.12 ac. O.S.+5.57 ac. Stormwater Detention)
Open Space C	2.29 acres
Open Space D	.27 acres
Buffers	12.29 acres
School Site	15.00 acres
Park Site #1	5.00 acres
Park Site #2	3.81 acres
Trail	3.22 acres
	102.16 acres open space

2. Park District Land Requirement

SF: 289 units x 3.75 = 1,084 pop.
MF: 601 units x 2.196 = 1,320 pop.
Total 890 units 2,404 pop.

2,386 pop. x 10 / 1000 = 23.85 / 2 = 12.02 acres donation in land

3. Open Space Allocation

*25% Open Space - 69.5 acres. Based upon the transitional use in the comprehensive plan, which was measured to be 278ac.

Existing Open Space	102.16
Park Donation	- 12.02
Eligible Open Space	90.14
Single Family Storm Water Detention	- 19.61
Remaining Open Space	70.53
15% Storm Water Credit Consideration	+2.94
Acres Open Space	73.47

4. Comprehensive Plan Consistency

1. 26.4% Open space - 73.47 acres (278.0 x 25%)
2. 2.94 Units per acre- 3.5 Housing units per acre permitted
3. 25% of the project area is attached housing - 75.27 acres
4. Maximum density of 8 units/acre on a gross area basis for Multi-Family parcels.

SUBJECT SITE

LOCATION MAP
NOT TO SCALE

OPEN SPACE ALLOCATION

200 100 0 200 400 600
SCALE IN FEET

NORTH

SHEET NUMBER OF

Lannert Group
Landscape Architecture ▪ Planning ▪ Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
tlg @ lannert.com

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-6060
(703) 299-6199 (fax)

DRAWN BY:
TEL

REVISIONS
03.05.04
03.18.04
04.30.04

DATE 02.12.04

JOB NO: 0134

Exhibit L

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WESTBURY

MASTER HOMEOWNERS' ASSOCIATION

TABLE OF CONTENTS

		Page
ARTICLE I.	DEFINITIONS	2
Section 1.	"Master Association"	2
Section 2.	"Board"	2
Section 3.	"Covenants and Restrictions"	2
Section 4.	"Declarant"	2
Section 5.	."Development Tract"	3
Section 6.	"Dwelling Unit"	3
Section 7.	"Final Plat"	3
Section 8.	"Landscape Easements"	3
Section 9.	"Lot"	3
Section 10.	"Member"	3
Section 11.	"Occupant"	3
Section 12.	"Outlots"	3
Section 13.	"Owner"	3
Section 14.	"Parcel"	4
Section 15.	"Person"	4
Section 16.	"Pod"	4
Section 17.	"Record" or "place of record"	4
ARTICLE II.	PROPERTY SUBJECT TO THIS DECLARATION	4
Section 1.	Existing Subdivided Property	4
Section 2.	Burden Upon the Property	4
Section 3.	Non-Severability of Rights	5
Section 4.	Excluded Property	5
ARTICLE III.	GENERAL PURPOSE	8
ARTICLE IV.	MASTER ASSOCIATION	8
Section 1.	Creation	8
Section 2.	Membership	8
Section 3.	Voting Rights	9
Section 4.	Powers, Duties and Responsibility	10
Section 5.	Board of Directors	12
Section 6.	Meetings	17
Section 7.	Loans and Encumbrances	18
Section 8.	Rules and Regulations	18
ARTICLE V.	MAINTENANCE ASSESSMENTS FOR WESTBURY	18
Section 1.	Creation of the Lien and Personal Obligation of Assessments	18
Section 2.	Purpose of Assessments	19
Section 3.	Regular Assessments	19
Section 4.	Procedure	20
Section 5.	Change in Basis of Regular Assessments	21
Section 6.	Special Assessment for Maintenance Expenses	21
Section 7.	Special Assessment for Capital Improvements	22
Section 8.	Reserve and Contingency Fund	22
Section 9.	Effect of Non-Payment of an Assessment	23

TABLE OF CONTENTS
(continued)

Page

Section 10.	Continuing Obligation	24
Section 11.	Accounting	25
Section 12.	Non-Escape from Obligation	25
Section 13.	Subordination of the Lien to the Mortgage	25
ARTICLE VI.	MAINTENANCE AND REPAIR	26
Section 1.	Responsibility of Owners	26
Section 2.	Responsibility of Master Association	26
Section 3.	Liability for Damage to Property	27
Section 4.	Maintenance of Landscape Easements and Outlots	27
Section 5.	Sidewalks	27
ARTICLE VII.	APPEARANCE CONTROL COMMITTEE, ARCHITECTURAL STANDARDS AND USE RESTRICTIONS	28
Section 1.	Creation of Appearance Control Committee	28
Section 2.	Review and Approval of Plans	28
Section 3.	Enforcement	29
Section 4.	Architectural and Construction Standards for Dwelling Units	30
Section 5.	Accessory Buildings	30
Section 6.	Animals	30
Section 7.	Antennae and Satellite Dishes	31
Section 8.	Condition of Property	31
Section 9.	Fences	31
Section 10.	Home Occupations	32
Section 11.	Recreational Vehicles	32
Section 12.	Signs	32
Section 13.	Swimming Pools	33
Section 14.	Trucks	33
Section 15.	Quiet Enjoyment	33
Section 16.	Application of Government Regulations	33
ARTICLE VIII.	DECLARANT'S RESERVED RIGHTS	39
Section 1.	Easements	39
Section 2.	General Rights	39
ARTICLE IX.	EASEMENTS	40
Section 1.	Easements for Utilities	40
Section 2.	Landscape Easements	40
ARTICLE X.	RIGHTS OF MORTGAGE HOLDERS	41
Section 1.	Notice	41
Section 2.	Claims for Assessments	42
Section 3.	Books and Records	42
ARTICLE XI.	PROVISIONS RELATING TO OWNERSHIP OF INDIVIDUAL HOMES AND UNITS WITHIN WESTBURY	42
Section 1.	Right to Farm.	42
Section 2.	Stub Street Connections.	42
Section 3.	Right to Operate Industrial Park	43

TABLE OF CONTENTS
(continued)

Page

ARTICLE XII.	AMENDMENTS	43
Section 1.	Amendments	43
Section 2.	Notice of Amendment	43
Section 3.	Rights of Declarant	44
ARTICLE XIII.	GENERAL PROVISIONS	44
Section 1.	Duration	44
Section 2.	Notices	44
Section 3.	Model Homes	45
Section 4.	Leasing of Residence	45
Section 5.	Rights and Obligations	45
Section 6.	Liberal Construction	46
Section 7.	Covenant to Abide by this Declaration	46
Section 8.	Covenant in Event of Dissolution of the Master Association	46
Section 9.	Property Ownership in Trust	46
Section 10.	Termination of Restriction	47
Section 11.	Fines	47
Section 12.	Enforcement	47
Section 13.	Severability	48

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTBURY MASTER ASSOCIATION

This Declaration of Covenants, Conditions and Restrictions for Westbury Master Association (this "Declaration") is made this _____ day of _____, 2003, by Ocean Atlantic Development, L.L.C., a Delaware limited liability company ("Ocean Atlantic") (collectively, Ocean Atlantic is hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property commonly known as the Westbury subdivision and legally described in Exhibit A of this Declaration, which exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as "Westbury" or the "Development Tract"), and

WHEREAS, Declarant is the owner and developer of Westbury; and

WHEREAS, Westbury will be developed in phases as single family detached homes, multifamily communities and an age targeted community; and

WHEREAS, Declarant desires to promote the orderly development of Westbury and to provide for the maintenance of open spaces and other common areas or facilities by subjecting Westbury to the covenants, restrictions, conditions, reservations, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in Westbury, to create a master homeowners' association (the "Master Association") to which should be delegated and assigned the powers of administering and

enforcing the covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in this Declaration;

NOW, THEREFORE, Declarant declares that the real property described in Exhibit A is and shall be held, sold, conveyed, transferred, mortgaged, and encumbered subject to the terms, provisions, covenants, restrictions, conditions, reservations, easements, charges and liens hereinafter set forth, all of which are declared to be for the purpose of enhancing and protecting the value, desirability, attractiveness, and harmonious and proper use of and administration of Westbury. These terms, provisions, covenants, restrictions, conditions, reservations, easements, charges and liens shall run with the property and shall be binding upon all the parties having or acquiring any right, title, or interest in the property described in Exhibit A, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Master Association" shall mean and refer to the Westbury subdivision master homeowners' association, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Westbury Master Association.

Section 3. "Covenants and Restrictions" shall mean and refer to the terms, provisions, covenants, restrictions, conditions, reservations, easements, charges, and liens specified in this Declaration.

Section 4. "Declarant" shall mean and refer to Ocean Atlantic, their successors and assigns (other than the purchaser of a Lot).

Section 5. "Development Tract" shall mean and refer to the property herein referred to and legally described in Exhibit A which by this Declaration has been subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens herein described.

Section 6. "Dwelling Unit" shall mean and refer to a residential housing unit within the Development Tract designed for and occupied by a single family in a single-family detached dwelling unit, multi-family building, townhouse or other attached dwelling unit.

Section 7. "Final Plat" shall mean and refer to the Final Subdivision Plat for Westbury subdivision, recorded by the Recorder of Kendall County on _____, ____ as Document No. _____, which is attached hereto as Exhibit B.

Section 8. "Landscape Easements" shall mean and refer to those easements for landscaping purposes which are so designated on the Final Plat or which are subsequently accepted by the Master Association.

Section 9. "Lot" shall mean and refer to a parcel of land under common fee ownership, occupied or intended for occupancy by one dwelling and having frontage on a street.

Section 10. "Member" shall mean and refer to a person(s) or entity which holds membership in the Master Association due to ownership of a Lot or a Parcel within the Development Tract.

Section 11. "Occupant" shall mean and refer to a person or persons, other than an Owner, in lawful possession of one or more Dwelling Units.

Section 12. "Outlots" shall mean and refer to those lots identified as Outlots A, B, C, D, E, F and G, as shown on the Final Plat.

Section 13. "Owner" shall mean and refer to the person or persons or entity whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot or

Dwelling Unit within the Development Tract, and their successors and assigns. For the purpose of this Declaration, unless otherwise specifically provided herein, the word "Owner" shall include (i) any trust and beneficiary of a trust, shareholder of a corporation, or partner of a partnership holding legal title to a Lot or Dwelling Unit and (ii) Declarant as to all unsold Lots or Dwelling Units which are or will be constructed on the Development Tract.

Section 14. "Parcel" shall mean each of the Pods designated Nos. 1-9 on the Final Plat

Section 15. "Person" shall mean and refer to a natural individual, corporation, partnership, or other entity capable of holding title to, or any lesser interest in, real property.

Section 16. "Pod" shall mean a portion of the Development Tract consisting of a number of Lots indicated as such on the Final Plat and intended for sale to and development by a single ownership entity, which entity will transfer Lots or Dwelling Units to third party purchasers.

Section 17. "Record" or "place of record" shall mean to record a document in the Office of the Recorder of Deeds of Kendall County, Illinois.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Subdivided Property. The real property legally described in Exhibit A, is and shall be held, sold, conveyed, transferred, occupied, mortgaged, and encumbered subject to this Declaration.

Section 2. Burden Upon the Property. Declarant declares that this Declaration and the Covenants and Restrictions established herein shall be covenants to run with the land. Said Covenants and Restrictions shall inure to the benefit of and shall be binding upon each and every Owner and his or her respective mortgagees, heirs, administrators, executors, legal

representatives, successors and assigns, purchasers, and lessees. By the recording or acceptance of the conveyance of property or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration.

Section 3. Non-Severability of Rights. The rights, liabilities, and obligations set forth herein shall attach to and run with the ownership of a Lot as more specifically set forth below, and may not be severed or alienated from such ownership.

Section 4. Excluded Property. Any real property designated as school sites or park sites and/or which will be donated and/or sold to the appropriate governmental authority (collectively, the "School and Park Sites") shall be specifically excluded from the Covenants and Restrictions established by this Declaration and shall not be subjected to this Declaration at the time of the recording of this Declaration. There are currently no properties excluded as such. This exemption shall also apply to any other properties within Westbury that are subsequently acquired as school sites or park sites by a governmental authority. This exemption shall not apply to any Lots created within the Development Tract which are owned by a governmental authority and are used for residential purposes.

The School and Park Sites shall remain excluded from the provisions of the Declaration provided that they are not used for residential purposes. If any property is used or converted for use for residential purposes, it shall immediately become subject to the provisions of the Declaration and the Covenants and Restrictions established by the Declaration without any further action by the owners of said properties, the Master Association and/or Declarant.

Section 5. Annexation of Additional Properties.

a. Annexation by Covenator. Declarant may, without the consent or approval of the Master Association or any Members, annex to the Development Tract all or part of the real estate legally described on Exhibit C attached hereto or any real estate contiguous thereto (collectively, the "Additional Land") from time to time, by a written instrument signed by Declarant and recorded with the Kendall County Recorder. Should Declarant develop land within Additional Land within ten (10) years after the date of this Declaration, such Additional Land may be annexed to the Development Tract without the assent of the Members. Such Additional Land, or portions thereof, may be annexed in separate phases and shall be considered annexed to the Development Tract and subjected to the provisions of this Declaration if within such ten (10) year period Declarant executes and records an Amendment or Supplementary Declaration with the Office of the Recorder of Kendall County, Illinois, describing the portion to be annexed to said Development Tract and legally and specifically making said Additional Land, or portion thereof, subject to this Declaration. Any such Amendment or Supplementary Declaration may designate Lots and Common Area.

i. Prior to the time Declarant annexes any such Additional Land to the Development Tract, it shall first (a) pay or cause to be paid all general real taxes that are due and payable at the time of annexation, and (b) complete, cause to be completed, or make

arrangements for or cause arrangements to be made for the completion of (by posting bonds, letters of credit, or other security with the Village) all public and quasi-public improvements required by the Village to service the Lot(s) or Parcel(s) to be contained in the phases(s) then being annexed. In improving or causing the improvement of any additional phases(s), Declarant shall keep the Development Tract subjected to this Declaration free of any liens or claims for liens for labor or materials provided in such improvements, pursuant to the Illinois mechanics' lien laws.

b. Annexation by the Members. Annexation of any real estate to the Development tract other than property within the Additional Land shall require the recording with the Kendall County Recorder of an instrument signed by the Master Association with the assent of not less than sixty-seven percent (67%) of the votes of the Members present in person or by written proxy at a meeting duly called for this purpose, at which a quorum is present, written notice of which shall be sent to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.

c. Annexation Limited to Lots and Common Area. No real estate may be annexed to the Development Tract other than real estate that will fall within the definition of "Lot" or "Parcel", as set forth in Article I hereof.

ARTICLE III.

GENERAL PURPOSE

The purpose of this Declaration is to provide high standards of maintenance in the Development Tract so as to ensure a residential community of the highest quality and character for the benefit and convenience of all Owners of Lots in and all residents of the Westbury subdivision.

ARTICLE IV.

MASTER ASSOCIATION

Section 1. Creation. Declarant shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation named the Westbury subdivision Master Association.

Section 2. Membership. Every person or entity who is a record Owner of a Lot or Parcel in Westbury, or who is the beneficiary of a land trust holding title to a Lot or Parcel in Westbury, shall be a Member of the Master Association irrespective of the inclusion, exclusion, incorporation by reference, or any specific expression or lack thereof to such effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separated from ownership of a Lot or Parcel in the Development Tract. Membership shall automatically terminate upon the sale, transfer, or other disposition by a Member of its ownership of a Lot or Parcel in Westbury at which time the new Owner shall automatically become a Member of the Master Association.

Such membership may not be sold or transferred other than in conjunction with the sale or transfer of the title interest in the Lot or Parcel to which it is appurtenant.

If more than one person or entity is the record Owner of or a beneficiary of a land trust holding title to a Lot or Parcel in Westbury, all such persons or entities shall be considered collectively as one Member.

Each Member of the Master Association shall be bound by and shall observe the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws of the Master Association, and the rules and regulations promulgated from time to time by the Master Association or its Board of Directors.

Any person or entity who holds an interest in a Lot or Parcel in Westbury merely as a security for the performance of an obligation or any person in possession of a Lot or Parcel under a contract to purchase such Lot shall not be a Member of the Master Association.

No Member shall have any right or power to disclaim, terminate, or withdraw from its membership in the Master Association or from any of its obligations as such Member by abandonment of its residence or for any other reason.

Ownership of a Lot or Parcel in the Development Tract shall be the sole qualification for membership and there shall be one membership for each Lot.

Section 3. Voting Rights. The Master Association shall have two classes of voting Member:

a. Class A: Class A Members shall be all record Owners of Lots in Westbury and all beneficiaries of land trusts holding title to Lots in Westbury with the exception of Declarant and any related owners of a Parcel in the Development Tract.

b. Class B: Class B Member shall be Declarant and any subsequent record Owner of a Parcel in the Development Tract.

The Class A Members shall be entitled to one vote for each Lot owned. If more than one person or entity is the record Owner or beneficiary of the title-holding land trust of a Lot in Westbury, then the vote for that Lot shall be exercised as those persons or entities amongst themselves determine. No more than one vote shall be cast with respect to any such Lot.

The Class B Members shall be entitled to ten votes for each Lot owned in the Development Tract.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: (i) upon conveyance of the title of a Lot in Westbury or (ii) whenever the Class B Member elects to do so.

The Master Association shall have the right to suspend the voting rights of any Member for any period during which an assessment levied by the Master Association against the Member's Lot or Parcel remains unpaid.

Section 4. Powers, Duties and Responsibility. The Master Association is created to carry out the purpose of this Declaration. In order to carry out that purpose, the Master Association shall be the governing body for all of the Owners and beneficiaries of title-holding land trusts of Lots or Parcels in Westbury. It shall exercise the following powers and shall assume the following duties and responsibilities:

a. to provide for the highest standards of maintenance of the Development Tract and to make and promote the desired quality and character of the Westbury subdivision;

b. to receive property of every kind, whether real or personal, and to administer and apply such property and the income therefrom exclusively for the purposes of the Master Association;

c. to receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator or for any of the purposes of the Master Association;

d. to maintain, repair, and replace the following in Westbury:

i. all entrance monuments and gates and accompanying landscaping, vegetation and grass; said entrance monuments may, but are not required to be located on the Outlots;

ii. all vegetation planted by Declarant or Master Association, within Landscape Easements and on the Outlots;

iii. all vegetation, including grass, within the public rights-of-way adjacent to Landscape Easements and the Outlots;

iv. all fences located within Landscape Easements and the Outlots which were installed by Declarant or the Master Association;

v. Common Area and its elements, including but not limited to grass, trees, shrubs, plantings, and other landscaping located within Common Area, and lighting, gazebos and other structures and improvements located within or upon Common Area;

vi. stormwater retention areas located on Common Area within the Development Tract, together with any improvements thereto;

vii. streets located within the Development Tract as designated on the Plat, including maintenance and repair of the street printed asphalt areas, including public rights-of-way ;

viii. pathways designed to accommodate bicycle and pedestrian traffic and installed by the Declarant, whether located on Common Area or within public rights-of-way within or abutting the Development Tract, but expressly excluding any such pathways located on Village property; and

ix. any property owned or leased by the Master Association.

e. to provide for a general fund to enable the Master Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessment;

f. to enforce any lien for non-payment of any assessment;

g. to take any action necessary to effectuate the purposes of this Declaration.

Section 5. Board of Directors. The affairs in the Master Association shall be managed by a Board of Directors.

a. The initial control and management of the Master Association shall be entrusted to an initial Board which shall consist of three directors (the "Initial Board"). Said Initial Board shall be selected by Declarant and the Members and need not be Owners of Lots in Westbury. The Initial Board shall hold office until a membership meeting to be held on the first Tuesday in October of the year following the completion and occupancy of Dwelling Units on eighty-five percent of the total number of Lots in the Development Tract. Said meeting ("the Annual Membership Meeting") may be held at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board delivered to the membership not less than twenty days prior to the date fixed for said rescheduled meeting. Prior to the completion and occupancy of the Dwelling Units on eighty-five percent of the total number of Lots in the Development Tract, the Initial Board reserves the right to transfer control and management of the Master Association to a second Board at any time it so decides irrespective of the criteria set forth in this paragraph.

b. When the Initial Board shall cease to hold office as specified herein, there shall be a meeting of the Members of the Master Association for the purpose of electing a second Board. Said Board shall consist of five directors who shall hold office for two-year terms. The five directors shall hold office as follows: the three directors receiving the highest number of

votes shall hold office for two years and the remaining two directors shall hold office for one year only.

c. The By-Laws of the Master Association shall set forth the general powers of the Board, the number, tenure and qualifications of directors, their term of office, manner of election and removal, and method of operation of the Board.

d. There shall be an annual election to fill the offices of the directors whose terms are expiring. Said election shall occur at the Annual Membership Meeting to be held on the first Tuesday of October of each year or at such other reasonable time or date not more than thirty days before or after said dates as may be designated by written notice of the Board delivered to the membership no less than twenty days prior to the date fixed for said rescheduled meeting. Cumulative voting shall not apply in the election of the directors. Each Lot shall have the number of votes as specified in Article IV, Section 3 above.

e. The Board shall have the power to fill any vacancy that may occur in their own number or in any office of the Master Association. The directors or officers so appointed shall serve for the unexpired term of the director replaced.

f. If any director fails to attend at least fifty percent of the meetings of the Board in any fiscal year, the Board may in its sole discretion declare the office vacant.

g. The regular meeting of the Board shall be held immediately after and at the same place as each Annual Membership Meeting. The Board shall establish a regular schedule and same shall be made available to the membership as the Board deems appropriate. Special meetings may be called on the order of the president or on the motion in writing of a majority of the directors. At least two days notice of such special meeting, specifying its purpose, shall be given by mail or personal service to each director.

h. A majority of the Board shall constitute a quorum for the transaction of business and the action of a majority of such quorum shall be the action of the Board. If a quorum is not present, a lesser number may reschedule the meeting to another date.

i. The officers of the Master Association shall be president, vice president, secretary, and treasurer. They shall all be directors and elected by the directors at the regular meeting of the Board subsequent to the annual election of directors and shall hold their respective office for one year and/or until their successors are elected and qualified. The officers shall be subject to the control of the Board and may be removed by the majority of the directors at any regular meeting or any special meeting called for

that purpose. The Board may elect such other officers as it deems necessary. The officers shall exercise their functions according to the By-Laws of the Master Association.

j. The Members of the Board (including the Initial Board and the subsequent Member-elected Boards) and the officers of the Master Association shall not be liable to the Master Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as directors or officers. The Master Association shall indemnify and hold harmless the Members of the Board and the officers thereof against all contractual liability to others rising out of contracts made by them, unless such contracts shall have been made in bad faith or with knowledge that same were contrary to the provisions of this Declaration. The liability of any Owner shall be limited to an amount determined by dividing the total liability by the total number of Owners subject to the terms of this Declaration multiplied by the total number of Lots owned by the Owner. All contracts and agreements entered into by the Board or officers shall be deemed executed by said parties as the case may be as agent for the Owners or the Master Association.

k. In the event of any disagreement between the Board and any Member of the Master Association (i) relating to the maintenance, repair, or replacement of improvements within the landscape easements, stormwater management easements or entrance monuments or (ii) any questions or

interpretation or application of the provisions of this Declaration or the By-Laws of the Master Association, the determination thereof by the Board shall be final and binding on each and all such Members of the Master Association.

Section 6. Meetings. The initial meeting of the voting Members of the Master Association shall be held as specified in Article IV, Section 5 herein. Declarant or the Initial Board shall notify the Members of said initial meeting at least ten days prior to the date of the meeting. Thereafter, there shall be an Annual Membership Meeting of the voting Members on the first Tuesday in October or at such other reasonable time or date no more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership not less than twenty days prior to the date fixed for said meeting. The purpose of the initial Annual Membership Meeting and all subsequent Annual Membership Meetings shall be to elect directors and to conduct Association business. Special meetings of the voting Members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting Members, or for any other reasonable purpose. Said meetings may be called by the President, the Board, or the voting Members having, in the aggregate, not less than ten percent of the total votes of the Master Association. Special meetings shall be held as provided in the Master Association By-Laws.

The presence in person or by written proxy at any meeting of the voting Members having twenty percent of the total votes of the Master Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General Not-For-Profit Corporation Act or the Articles of Incorporation of the Master Association, any

action may be taken at any meeting of the voting Members at which a quorum is present upon the affirmative vote of the voting Members having a majority of the total votes present at such meeting.

Section 7. Loans and Encumbrances. The Master Association through the Board may not obtain a loan, whether secured or unsecured, or encumber the assets of the Association without approval by the majority of the total votes of the Master Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by proxy at said meeting of not less than twenty percent of the total membership shall constitute a quorum. However, said loan or encumbrance must be approved by not less than fifty percent of the total membership of the Master Association. This provision shall not restrict the power of the Board or the Master Association to contract for goods or services in the ordinary course of the Association's operations.

This provision may not be amended except by approval of not less than fifty percent of the total membership of the Master Association present either in person or by written proxy at a meeting called for this purpose, all in accordance with Article XI of this Declaration.

Section 8. Rules and Regulations. The Board shall have the authority from time to time to adopt rules and regulations governing the administration and operation of the Development Tract, subject to the terms of this Declaration.

ARTICLE V.

MAINTENANCE ASSESSMENTS FOR WESTBURY

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot or Parcel in the Westbury subdivision, by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other

document or conveyance, shall be deemed to covenant and agree to pay to the Master Association regular assessments of charges and special assessments for capital improvements and maintenance expenses as provided herein. Such assessments shall be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the Lot or Parcel against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Lot or Parcel at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used for the purpose of promoting the health, safety, and welfare of the residents in the Development Tract and for any purpose of the Master Association as specified in this Declaration or the Articles of Incorporation. All funds collected (except for such special assessment as may be levied against less than all of the Members and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use, and account of each of the Members in the ratio that the number of Lots owned by such Member bears to the total number of Lots in the Development Tract (or in the ratio that the acreage of the Parcel and owned by Member bears to the total Acreage of the Development) as the same is constituted from time to time.

Section 3. Regular Assessments. The Master Association, through the Board, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Master Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein.

Section 4. Procedure. The Board shall determine the amount of the assessment against each Lot, including any vacant Lot, but excluding the Outlots as shown on the Final Plat, for each assessment year. The assessment shall be allocated equally against all Lots in the Westbury subdivision (i.e., Lots in Pods 1-9 inclusive but excluding the Outlots as shown on the Final Plat). The Assessment shall be allocated to a Parcel in accordance with the ratio of the Parcel's acreage to the entire undeveloped area. The Board shall notify in writing each Member of the Master Association of the amount of the assessment against the Members' Lot or Parcel no later than February 1 of each calendar year. On or before April 1 of the ensuing calendar year, or otherwise as provided by the Board of Directors, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Master Association the annual assessment.

On or before April 1 of each calendar year, the Board shall supply all Members with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus allocations to reserves. Any amount accumulated in excess of the amount of required expenses and allocations to reserves shall be either: (i) deposited in the reserve fund or (ii) refunded to each Owner according to each Owner's share of the total assessment or (iii) remain in the operating account or (iv) distributed in a combination of (i), (ii) and/or (iii); the Board in its sole discretion shall make said election. If there is a net shortage in excess of five percent of the actual expenses plus budgeted allocations to reserves for the prior year, then said net shortage shall be billed to each Owner according to each Owner's share of the total assessments and same shall be payable within thirty days of billing. If there is a net shortage of less than five percent of the actual expenses plus budgeted allocations to reserves for the prior year, then said net shortage shall be

included in the budget for the next fiscal year. The Board shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Master Association and shall be open to inspection by any Owner.

The Master Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer or managing agent of the Master Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Change in Basis of Regular Assessments. The Board of the Master Association may change the amount of the regular assessment during any assessment year provided that any increase in the assessment shall be approved by a majority of the Board at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

Section 6. Special Assessment for Maintenance Expenses. In addition to the regular assessments authorized by Section 3 hereof, the Master Association, through the Board, may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any taxes or unexpected repair or replacement of any of the items set forth in Article IV, Section 4 above, provided that any such assessments shall be approved by a majority of the Board, at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

Any special assessment shall be allocated equally to the extent possible against all Lots in the Westbury subdivision and against all Parcels in accordance with the ratio of the Parcel's acreage to the acreage of the entire undeveloped area (i.e., Lots in Pods 1-9 inclusive but excluding the Outlots as shown on the Final Plat).

Section 7. Special Assessment for Capital Improvements. In addition to the regular assessments authorized by Section 3 hereof, the Master Association, through the Board, may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of any fencing within Landscape Easements installed by either Declarant or the Association, any entrance monuments, or other facilities for the Westbury subdivision, provided that any such assessment shall be approved by a majority of the total votes of the Master Association present in person or by written proxy at a membership meeting called for this purpose.

The presence in person or by written proxy at said meeting of twenty percent of the total membership shall constitute a quorum. However, said assessment must be approved by a majority vote of Members in attendance either in person or by written proxy but by not less than twenty percent of the total membership of the Master Association.

This provision may not be amended unless fifty percent of the total membership of the Master Association, present either in person or by written proxy, approves such amendment at a meeting called for this purpose, all in accordance with Article XI of this Declaration.

The special assessment shall be allocated equally to the extent possible against all Lots in Westbury and shall be allocated against all Parcels in accordance with the ratio of the Parcel's acreage to the acreage of the entire undeveloped area.

Section 8. Reserve and Contingency Fund. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Upon the conveyance of title to a Lot to the first purchaser of a house on said Lot, the grantee thereof shall pay to the Master Association the sum of $100.00 which shall be deposited in the reserve and contingency fund; said payment is not in lieu of any annual assessment and is not refundable to the purchaser upon sale of said

Lot. The Board shall have the right to annually budget an amount to be allocated to the reserve and contingency fund; said amount to be determined at the sole discretion of the Board. The Board may also transfer excess annual operating funds to the reserve and contingency fund.

Section 9. Effect of Non-Payment of an Assessment. If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and reasonable costs of collection including reasonable attorneys' fees, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon the property in the hands of the then Owner, his grantees, heirs, administrators, executors, legal representatives, assigns and successors, and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless (i) expressly assumed by them or (ii) said successors in title fail to require the then Owner to provide an assessment letter from the Association at the time of conveyance. If title to a Lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a Lot is held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record Owners provided that it shall be subordinate to an assignment of rent held by a mortgagee delivered in connection with a first mortgage loan on the Lot.

If the assessment is not paid when due, a late fee shall be charged to defray the costs and expenses of processing and attempting to collect said assessment. The late fee shall be

calculated at ten percent of the total cost of the assessment and shall be charged for each thirty day period, or any fraction thereof, that said assessment remains unpaid. The assessment and the delinquency fee shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the usury laws of the State of Illinois and the Master Association may bring an action at law against the Owner personally obligated to pay same or to foreclose the lien against the property and there shall be added to the amount of such assessment all reasonable costs of preparing and filing the complaint and maintaining and concluding such action, including the reasonable cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all reasonable costs of the action. The venue for all legal action shall be in Kendall County, Illinois. The persons in possession shall be authorized to accept the summons for the Owners of the Lot.

In the event that title to any Lot is conveyed to a land trustee, upon the demand of the Master Association, the trustee shall furnish the Master Association with a certified copy of the trust agreement so that the Master Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessment.

Section 10. Continuing Obligation. The failure or delay of the Board to prepare or serve notice of the annual or adjusted assessment on the Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the assessments herein described, including the maintenance costs and necessary allocations to reserves for the Master Association as herein provided, whenever the same shall be determined, and in the absence of notice of the annual or adjusted assessment, each Owner shall continue to pay the assessment at the then

existing rate established for the previous period until such annual or adjusted assessment shall have been mailed or delivered.

Section 11. Accounting. The Board shall keep full and correct books of account of receipts and expenditures specifying and itemizing the maintenance and repair expenses of the Development Tract and any other expenses incurred. Such records and the vouchers authorizing the payment therefor shall be available for inspection by any Owner or any representative of any Owner duly authorized in writing at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or any other charges due and owing from such Owner.

Section 12. Non-Escape from Obligation. No Owner may waive or otherwise escape liability for the assessments provided for herein for any reason.

Section 13. Subordination of the Lien to the Mortgage. The lien for the assessments provided for herein shall be subordinated by the Master Association by written document executed by its duly authorized officers and shall without any writing be subordinated to the lien of any mortgage placed upon the Lot for the purpose of purchasing the Lot provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The Owner agrees upon accepting title that the

lien of the assessments shall be prior to the homestead right of the Owners since it runs with the land and is in existence before commencement of ownership interests.

ARTICLE VI.

MAINTENANCE AND REPAIR

Section 1. Responsibility of Owners. Each Owner of a Lot in the Development Tract shall provide at his own expense, all of the maintenance, decorating, repairs, and replacement on his own Lot and adjoining parkways, except for those portions of Lots which are to be maintained by the Master Association in accordance with Section 2 below, and shall keep same in good condition. Said maintenance shall include snow removal an sidewalks, lawn maintenance and weed control.

Within sixty days of issuance of a certificate of occupancy for a Dwelling Unit by the Village, the Owner shall (i) sod the front yard and seed the rear and side yard and landscape the Lot with shrubbery or (ii) have entered into a contract with a professional licensed landscaping contractor to sod the front yard and seed the rear and side yard and to landscape the Lot with shrubbery. If the certificate of occupancy is issued between November 1 and May 1, then the time for sodding and landscaping the Lot shall be extended to June 1.

If a Lot is vacant or a Dwelling Unit is under construction, it shall be the responsibility of the Owner of each Lot to have the Lot graded level and mowed so that the weeds and grass do not exceed a height of six inches. The Lot shall be kept clean and free of all debris and garbage.

Section 2. Responsibility of Master Association. The Master Association shall be responsible for the maintenance, repair, and replacement of the property as specified in Article IV, Section 4 of this Declaration.

Section 3. Liability for Damage to Property. Each property Owner in Westbury shall be liable for the expense of any maintenance, repair, or replacement of any of the property the Master Association is responsible to maintain in the Development Tract rendered necessary by his act, neglect, or carelessness or by that of any Member of his family or his guests, employees, agents, or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights or subrogation.

Section 4. Maintenance of Landscape Easements and Outlots. The Owners of Lots on which exist Landscape Easements and the Owners of Lots adjacent to the Outlots shall permit the Master Association, through its designated Members, employees, or agents, to come upon their Lots for the purpose of access to Landscape Easements and the Outlots. Further, said Owners may not prune, remove, or otherwise alter the vegetation, grass or grading within said Landscape Easements and/or the Outlots without written approval of the Master Association. No fence shall be erected, installed or maintained nor shall any landscaping materials be planted, installed or maintained in any Landscape Easement or Outlots without the written approval of the Master Association. No signs of any type whatsoever, including "For Sale" signs, shall be permitted in said easements or the Outlots. No residential driveways shall be located within the Landscape Easements or the Outlots.

The Master Association shall pay for the cost of replacing or repairing any sidewalks in rights-of-way adjacent to Landscape Easements and the Outlots if the Owners of the property adjacent thereto are assessed for the replacement or repair by the Village of Oswego.

Section 5. Sidewalks. If prior to the construction of a Dwelling Unit on a Lot, the Village requires the installation of a public sidewalk within the right-of-way adjacent to said Lot, then the Lot Owner shall install same at the Owner's sole cost.

ARTICLE VII.

APPEARANCE CONTROL COMMITTEE, ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

Section 1. Creation of Appearance Control Committee. There is hereby created an Appearance Control Committee (the "**Committee**"), which shall consist of three (3) members designated and replaced from time to time by Declarant or by the Board of Directors as provided in this Section. Declarant is hereby authorized to designate and replace members of the Committee until such time as the last Lot of the Development Tract is developed with a home and is sold to a third party purchaser, and said power and duty of Declarant to designate and replace members of the Committee shall cease at the time the last Lot of the Development Tract is developed with a home and is sold to a third party purchaser. Thereafter, such powers and duties shall be vested in the Board of Directors of the Master Association or in a committee duly appointed by such Board of Directors. No member of the Committee, nor its designated representative, shall be entitled to any compensation for such services performed pursuant to this covenant.

Section 2. Review and Approval of Plans. Except as otherwise provided herein, no (i) structure, improvement or addition (including, but not limited to decks, patios, in-ground pools, and storm doors) or (ii) landscaping or plant materials (including but not limited to vegetable gardens), shall be erected, placed or altered on any Lot or Parcel within the Development Tract described herein (except as are installed or approved by Declarant in connection with the initial construction of the dwelling unit and other improvements on the Lot or Parcel) until the building plans, specifications and plot plan showing the location and proposed erection, placement or alteration of any such structure, improvement or addition or a

plan or description of any landscaping or plant materials has been approved in writing by the Committee as to conformity of external design and harmony with existing structures or landscaping on the Development Tract and as to location with respect to topography and finished ground elevation. The Committee shall notify an applicant of such approval or disapproval of its action within thirty (30) days after said building plans and specifications and plot plan or landscaping plan or description have been submitted to the Committee; or, in the event the Committee does not disapprove of the building plans, specifications and plot plan as submitted, within said 30 day period, and (i) no suit to enjoin the erection, placement or alteration of such structure, or other improvement or addition or such permanent landscaping or plant materials, or to require the removal thereof has been commenced prior to the completion thereof, or (ii) no removal thereof has been undertaken by the authorized agents of the Master Association, as provided for herein, such approval will not be required, and this covenant shall be deemed to have been fully complied with.

Section 3. Enforcement. In the event any such structure, improvement, or addition or permanent landscaping or plant materials are erected, placed or altered on any such Lot or Parcel in violation of the provisions of this Article VII, the authorized agents of the Master Association, upon an affirmative vote taken by the Board of Directors, may enter onto such Lot or Parcel with no further notice than that provided by the recording of this Declaration and may (but shall not be required to) remove the same and the costs of removal shall be paid by the Owner, and if unpaid, shall constitute a lien against the Lot as provided in Section ____ and shall give rise to the remedies available to the Master Association provided in Sections _____. In such event, neither the Master Association, its Board, or the authorized agents of the Master Association shall be guilty of trespass or held liable for damages. In the event suit is filed or in the event the

Master Association takes other actions to enforce this Declaration with respect to such structure, improvement, addition or landscaping, including removal thereof by the authorized agents of the Master Association, the Owner shall be responsible for attorneys' fees and costs incurred by the Master Association, as provided in Section ____ hereof.

Section 4. Architectural and Construction Standards for Dwelling Units.

a. Siding Materials:

All Dwelling Units in Westbury shall be constructed of materials and shall be of such character approved by the Architectural Standards Committee to be established by the Master Association.

b. **[Insert Additional Architectural Standards]**

Section 5. Accessory Buildings. No accessory buildings or structures shall be constructed, installed or maintained on any Lot in Westbury, except that gazebos and pool houses shall be permitted anywhere on the Lot in accordance with the ordinances of the appropriate governmental authority. The architectural plans and location for any gazebo or pool house must be approved by the Board prior to the commencement of construction thereof.

Section 6. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No pet kennels or pet runs of any type shall be kept or maintained on any of the Lot and no household pets of any type whatsoever shall be kept, maintained, or housed anywhere on any of the Lot except inside the Dwelling Units or garages.

Household pets shall not be allowed unattended outside the Dwelling Unit if said pet is a nuisance to surrounding Owners or the neighborhood. If a pet is taken off of the Owner's property, the pet must be on a leash. Animals shall not be allowed to run loose. Owners of household pets shall clean up after their pets and shall be responsible to repair and to pay for any damage caused by the animal. Owners in Westbury shall be likewise responsible for and subject to these provisions for the household pets of their guests.

Section 7. Antennae and Satellite Dishes. Exterior television antennae, radio antennae, and satellite dishes of any type whatsoever may be erected, installed, or maintained, temporarily or permanently, on any Lot in Westbury subject to location restrictions established by the Association and the ordinances and regulations of the appropriate governmental authorities.

Section 8. Condition of Property. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the Lots. Trash, garbage, or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage, or other waste shall be stored, kept, or maintained anywhere except within the Dwelling Units or the garages on each of the Lots, except on such days as such trash, garbage, or other waste material is to be collected and removed.

Section 9. Fences. No fence shall be erected, installed, or maintained which exceeds a height of five feet. This provision shall not apply to fences which enclose swimming pools if the appropriate governmental authority requires a fence of grater height. Any fence shall comply with the ordinances of the appropriate governmental authority, except as limited by this Section, and all required permits shall be obtained prior to installation of any fence. No cyclone or

stockade fences shall be permitted within the Development Tract. No fence shall be erected, installed, or maintained within a front yard or corner side yard setback from a private or publicly dedicated road right-of-way.

The provisions of this Section 9 shall not apply to any fence constructed by Declarant. There will not be any restrictions regarding said fences.

Section 10. Home Occupations. All Lots in Westbury shall be used primarily for residential purposes. An Owner may conduct his or her occupation in the residence provided that the following conditions are met:

i. no signs shall be permitted; and

ii. all ordinances and regulations of the appropriate governmental authority shall be complied with.

Section 11. Recreational Vehicles. Camping trailers, boats, tractors, trucks, motorcycles, mobile homes, snowmobiles, personal water craft, trailers or other vehicles of any type whatsoever shall be not stored, permanently or temporarily, on any Lot in Westbury, except in an enclosed garage. Notwithstanding the foregoing, camping trailers, boats and mobile homes may be parked for loading/unloading purposes; said vehicles may be parked for a maximum of seventy-two (72) hours within a seven (7) day period.

Section 12. Signs. No commercial signs of any kind shall be erected or displayed in Westbury, except "For Sale" signs shall be permitted in accordance with the ordinances of the appropriate governmental authority. This section shall not apply to Declarant or to signs approved by Declarant.

Section 13. Swimming Pools. Swimming pools may not be erected, installed, or maintained on any Lot in Westbury without the express approval of the Committee.

Section 14. Trucks. All trucks with commercial lettering and all trucks with Class C or higher license plates shall not be parked, stored, or left unattended, permanently or temporarily, on any Lots in Westbury, except in an enclosed garage or other enclosed structure. Notwithstanding this provision, trucks used by service companies or construction trades may be parked while providing its service to the Owner of the Lot.

Section 15. Quiet Enjoyment. No unlawful, noxious, immoral, or offensive activity shall be conducted on any Lot or in any structure nor shall anything be done therein either willfully or negligently which may become an annoyance or nuisance to any neighboring residents within Westbury.

No Owner or Occupant shall operate or permit the operation of any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others.

Section 16. Application of Government Regulations. All structures to be erected shall comply with all government regulations, including zoning and building codes, unless said non-compliance is approved by the appropriate governmental authority.

Section 17. Age Restrictions for Pod 7. The following restrictions shall apply only to that portion of the Development Tract indicated as Pod No. 7: The Villas Active Adult Community.

a. General. The Lots within the Property are intended for the housing of persons 55 years of age or older under the Fair Housing Amendments Act of 1988 and the Illinois Fair Housing Act (collectively, the "Fair Housing

Act"). Except as provided in Article IV herein, at least one (1) occupant of each Dwelling Unit or occupied residence on a Lot must be 55 years of age or older, and no person under eighteen (18) years of age shall occupy or reside in Dwelling Unit or a residence on a Lot. The provisions of this Article are intended to be consistent with, and are set forth in order to comply with, the Fair Housing Act regarding discrimination based on familial status. Declarant, until the Turnover Date, as hereinafter defined, or thereafter the Master Association, acting through its Board of Directors, shall have the power to amend this Article, without the consent of the Members, for the purpose of making this Article consistent with the Fair Housing Act, as it may be amended, the regulations adopted pursuant thereto, and any judicial decisions arising thereunder or otherwise relating thereto, in order to maintain the intent and enforceability of this Section.

b. Restrictions on Occupancy.

i. Each occupied Lot or Dwelling Unit shall at all times have as a permanent occupant at least one person who is 55 years of age or older (the "Qualifying Occupant"), except that in the event of the death of a person who was the sole Qualifying Occupant of a Lot or Dwelling Unit, the spouse of such Qualifying Occupant may continue to occupy the Lot or Dwelling Unit provided that the provisions of the Fair Housing Act, the regulations adopted thereunder, and the terms and conditions of this Declaration are not

violated by such occupancy. For purposes of this Section 17(b), an occupant shall not be considered a "permanent occupant" unless such occupant considers the Lot or Dwelling Unit to be his or her legal residence and actually resides in the Dwelling Unit or on the Lot for at least six months during every calendar year or such shorter period as the dwelling is actually occupied by any person.

ii. No Lot or Dwelling Unit shall be occupied by any person under the age of 18. For purposes of this Section 17(b) a Lot or Dwelling Unit shall be deemed to be "occupied" by any person who stays overnight in the dwelling on the Lot more than twenty-one (21) days in any sixty (60) day period or more than thirty (30) days in any twelve (12) month period.

iii. Nothing in this Section 17 is intended to restrict the ownership of or transfer of title to any Lot or Dwelling Unit; however, no Owner may occupy the Lot or Dwelling Unit unless the requirements of this Section 17 are met, nor shall any Owner permit occupancy of the Lot or Dwelling Unit in violation of this Section 17. Owners shall be responsible for (i) including a statement that the Lots or Dwelling Units within the Development Tract are intended for the housing of persons 55 years of age or older, as set forth in Section 17(b) above, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Lot or

Dwelling Unit, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and (ii) clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Lot or Dwelling Unit. Any lease of a Lot or Dwelling Unit shall provide that failure to comply with the requirements and restrictions of this Section 17 shall constitute a default under such lease.

iv. Any Owner, in writing, may request that the Board of Directors make an exception to the requirements of this Section 17 with respect to his or her Lot or Dwelling Unit. The Board of Directors may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the requirements for exemption from the Act would still be met.

c. Change in Occupancy; Notification. In the event of any change in occupancy of any Lot as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Lot shall immediately notify the Board of Directors in writing and provide to the Board of Directors the names and ages of all current occupants of the Lot and such other information as the Board of Directors may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Board of Directors and provide all required information within ten (10)

days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Owner and the Lot for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Section 17, in addition to all other remedies available to the Association under this Declaration and Illinois law.

d. Monitoring, Compliance, Appointment of Attorney-in-Fact.

i. The Master Association shall maintain age records on all occupants of Lots or Dwelling Units. The Board of Directors shall adopt and publish policies, procedures, and rules to monitor and maintain compliance with this Section 17, including policies regarding visitors, updating of age records, the granting of exemptions pursuant to Section 17(b)(iv), and enforcement. The Association shall periodically distribute such policies, procedures, and rules to Owners and make copies available to Owners, their tenants, and Mortgagees upon reasonable request.

ii. The Master Association shall have the power and authority to enforce this Section 17 in any legal manner available, as the Board of Directors deems appropriate, including, without limitation, conducting a census of the occupants of the Lots or Dwelling Units, requiring copies of birth certificates, or other proof of age

for each occupant of the Lot or Dwelling Unit to be provided to the Board of Directors on a periodic basis, and taking action to evict the occupants of any Lot or Dwelling Unit which is not in compliance with the requirements and restrictions of this Section 17. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION 17. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Lot or Dwelling Unit that, in the judgment of the Board of Directors, are reasonably necessary to monitor compliance with this Section 17.

iii. Each Owner shall be responsible for ensuring compliance of its Lot or Dwelling Unit with the requirements and restrictions of this Article and the rules of the Association adopted hereunder by itself and by its tenants and other occupants of its Lot or Dwelling Unit. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT OR DWELLING UNIT, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE MASTER ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND

CAUSES OF ACTION THAT MAY ARISE FROM FAILURE OF SUCH OWNER'S LOT OR DWELLING UNIT TO SO COMPLY.

ARTICLE VIII.

DECLARANT'S RESERVED RIGHTS

Section 1. Easements. Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, conditions, reservations, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements which may hereafter be granted by Declarant.

Section 2. General Rights. Declarant shall have the right to execute all documents or undertake any actions affecting the Development Tract which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration.

Declarant shall have the right to maintain its sales facilities on the Development Tract without payment of any rent or other fee or charge therefor during the construction and sales period for Westbury. Declarant shall also have the right to erect and maintain any and all signs in connection with the development of the Development Tract and the advertising of Lots for sale within Westbury which Declarant determines in its sole opinion are either desirable or necessary for the development of Westbury.

Declarant shall have the right to amend this Declaration in whole or in part without complying with Article XI of this Declaration. This right shall cease upon the election of the Initial Member-elected Board.

ARTICLE IX.

EASEMENTS

Section 1. Easements for Utilities. Easements for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of sewer, water, gas, drainage, electric, telephone, or other public utility services shall be granted as shown on the Final Plat. Further, any additional easements for such purposes may be granted by Declarant and/or the Board at any time for the purpose of obtaining such utility services.

The provisions of this Declaration concerning rights, violations, enforcement, and severability are hereby made a part of the foregoing provisions relating to perpetual sewer, water, gas, drainage, and other easements, and notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

Section 2. Landscape Easements. Easements for the planting and maintenance of landscaping shall be granted as shown on the Final Plat. Said easements are granted to the Master Association. The provisions of this Declaration concerning rights, violations, enforcement and severability are hereby made a part of the foregoing provisions relating to perpetual Landscape Easements, and notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

ARTICLE X.

RIGHTS OF MORTGAGE HOLDERS

Anything in this Declaration to the contrary notwithstanding, the following shall be applicable with respect to any institutional holder of a mortgage lien of record on any Lot which is subject to the terms hereof.

Section 1. Notice. The Master Association shall, if so requested by any mortgagee of record of a Lot, give written notification as follows:

a. notice of any default of the Owner of any Lot which is the subject of such mortgage, if such default is not cured within thirty days after its occurrence;

b. five days prior written notice of any annual or special meeting of the Master Association. The mortgagee may designate a representative to attend any such meeting;

c. notice of any proposed amendment to the Declaration or By-Laws which will substantially alter the administration of the Development Tract, the assessments or collection thereof, or any other matter affecting the Development Tract as governed by the terms of this Declaration. Such notice shall be given at least ten days prior to the submission of same for approval by the Members of the Master Association.

The request by a mortgagee for any or all of the above notices may be submitted to the Master Association via the Board of Directors and in such event, the giving of such notices shall

continue until such time as the mortgagee shall request the same to be terminated, or until the interest of the mortgagee in the property is terminated whichever shall be first in time.

Section 2. Claims for Assessments. Any mortgagee of record who takes title to a Lot or comes into possession of a Lot pursuant to remedies provided in such mortgage (including foreclosure, or a deed or assignment in lieu thereof) shall take possession free of any claims for unpaid assessments or charges which may have accrued prior to the date of such possession; provided, however, that such mortgagee shall be liable for a prorata share of such assessments and charges if the Board shall elect to reallocate same among all the Lots.

Section 3. Books and Records. Any mortgagee of record of a Lot shall have the right, upon twenty-four hours notice, to examine any and all books and records of the Master Association at any time during normal business hours, and shall be entitled to receive, at its request, a copy of any and all annual financial statements within ten days from the date of such request or the date of preparation of such statement, as the case may be.

ARTICLE XI.
PROVISIONS RELATING TO OWNERSHIP OF INDIVIDUAL HOMES AND UNITS WITHIN WESTBURY.

Section 1. Right to Farm. Each Owner, by acceptance of title to a Lot or Dwelling Unit, acknowledges that Kendall County has a long, rich tradition in agriculture and acknowledges the role that farming continues to play in shaping the economic viability of the county (zoning indicator A-1 or Ag Special Use), and that normal agricultural practices in the vicinity of the may result in occasional smells, dust, sights, noise and unique hours of operations that are not typical in other zoning areas.

Section 2. Stub Street Connections. Each Owner, by acceptance of title to a Lot or Dwelling Unit, acknowledges that the roadways which do not end in an intersection or a cul-de-

sac will continue and connect with future roadways and adjacent developments. The roadway connections, otherwise known as "stub street" connections, are depicted on the Site Plan. Declarant has installed or will install signage at the "stub street" connection identifying such as a future roadway connection.

Section 3. Right to Operate Industrial Park. Each Owner, by acceptance of title to a Lot or Dwelling Unit, acknowledges that due to the location of the Stonehill Industrial Park adjacent to Westbury, the normal business operations of such Industrial Park may result in occasional smells, dust, sights, noise and unique hours of operations that are not typical in other non-industrial areas.

ARTICLE XII.
AMENDMENTS

Section 1. Amendments. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the Secretary of the Board. Said change, modification, or rescission shall be approved by not less than thirty percent of the total membership of the Association unless a higher percentage for certain amendments is required by specific provisions of this Declaration. There shall be a membership meeting called for the purpose of discussing the proposed change, modification, or rescission and the voting may be either in person or by written proxy.

Section 2. Notice of Amendment. The change, modification, or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Kendall County, Illinois.

Section 3. Rights of Declarant. No amendment which shall adversely affect the rights of Declarant (including, but not limited to, the right to maintain sales facilities, signs, and access for construction set forth in this Declaration) shall be effective without Declarant's express written consent thereto.

ARTICLE XIII.

GENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions, conditions, reservation, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure the Owners of Lots and beneficiaries or trusts holding title to Lots in Westbury full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Master Association, or the Owner of any Lot subject to this Declaration, their respective grantees, heirs, administrators, executors, legal representatives, successors and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be automatically extended for successive periods of ten years unless an instrument signed by both (i) the then Owners of sixty-six percent of the Lots in Westbury and (ii) the then Owners of fifty percent of the Lots in Westbury on which Landscape Easements are located has been recorded agreeing to change said covenants, restrictions, conditions, reservations, easements, charges, and liens in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken.

Section 2. Notices. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly given if said notice was

either (i) sent by mail with postage prepaid to the last known address of the person or entity who appears as the Owner on the records of the Master Association at the time of such mailing or (ii) personally delivered to the last known address of the person or entity who appears as the Owner on the records of the Master Association at the time of such delivery.

Section 3. Model Homes. It shall not be deemed to be a violation of these covenants and restrictions for Declarant to permit the erection or maintenance of model homes anywhere within the Development Tract. However, model homes may be maintained only for a period of not more than one year after the completion and occupancy of ninety-five percent of the total number of Dwelling Units to be constructed in the Development Tract. No model home may be erected or maintained unless approved by Declarant.

Section 4. Leasing of Residence. If any Owner shall lease his Dwelling Unit, such lease shall be in writing and shall provide that the lease and lessee shall be subject to all of the terms, conditions, and restrictions of this Declaration and the applicable By-Laws, and any breach thereof shall constitute a default under such lease by lessee. The Owner shall remain bound by all obligations set forth in this Declaration.

Section 5. Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to (i) all covenants, restrictions, conditions, reservations, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and (ii) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of

obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such Owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 6. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential community of the highest quality and character.

Section 7. Covenant to Abide by this Declaration. Declarant covenants to abide by each and every covenant, restriction, condition, reservation, easement, charge, and lien set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the property.

Section 8. Covenant in Event of Dissolution of the Master Association. In the event the Master Association is dissolved, the Owners of Lots in Westbury agree that all provisions contained herein regarding maintenance, repair, and replacement in the Development Tract shall still apply and that those provisions of this Declaration shall be in full force and effect. Prior to the dissolution of the Master Association, provisions shall be made as to how the responsibilities and obligations of the Association shall be handled by the Owners of Lots in Westbury.

Section 9. Property Ownership in Trust. In the event title to any Lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and control of the property remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable

or created under this Declaration against such Lot ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or a lien upon the property ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such property ownership.

Section 10. Termination of Restriction. No action by the Master Association or an Owner, whether by amendment or otherwise, shall be effective to remove the Development Tract (once subjected by recording to the terms hereof) from the terms and conditions of this Declaration, without the express written consent of a majority of all of the institutional holders of the mortgage liens records against the Lots, which consent shall not be unreasonably withheld.

Section 11. Fines. The Board shall have the right to establish and levy fines against an Owner for an infraction of any (i) rule or regulation promulgated by the Master Association or Board, (ii) requirement set forth in this Declaration, or (iii) provisions set forth in the By-Laws of the Master Association.

Section 12. Enforcement. Enforcement of these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction, condition, reservation, easement, charge, or lien, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and restrictions. All reasonable costs of enforcement, including litigation expenses, title reports, and attorney's fees, shall be paid by the person violating or attempting to violate any covenant and restriction and any

judgment or decree shall so provide for payment of these reasonable costs. Failure by Declarant, the Master Association, or any Owner of a Lot in Westbury to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration or the By-Laws shall be deemed to be abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breaches which may have occurred.

Declarant reserves the right to enforce these covenants, restrictions, conditions, reservations, easements, charges, and liens for so long as they shall exist. If an Owner of a Lot in Westbury fails to pay any fee, charge or fine imposed by the Board of Directors or the Association, then same may be considered as an additional assessment applicable to said Lot and enforced against said Lot as provided in Article V herein.

Section 13. Severability. Invalidation of any one of these covenants, restrictions, conditions, reservations, easements, charges, or liens by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Ocean Atlantic Development, L.L.C., a Delaware limited liability company, have caused this Declaration to be executed by its legally authorized officers, whose signatures are hereunto subscribed and to affix its corporate seal on the day first above written.

Ocean Atlantic Corp.

By:_____

Attest: _____

Homes

By:_____

Attest: _____

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ and _____, personally known to me to be the _____ of said _____, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed and delivered the said instrument as _____ and _____ of said _____ and they caused the corporate seal of said _____ to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2003.

_____
Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ and _____, personally known to me to be the _____ of said _____, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed and delivered the said instrument as _____ and _____ of said _____ and they caused the corporate seal of said _____ to be affixed thereto, pursuant to authority given by the Board of Directors of said _____, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2003.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPMENT TRACT

Permanent Parcel Number:

This Document Prepared By and Mail To:
Julie Workman, Esq.
Gardner Carton & Douglas LLC
191 N. Wacker Drive, Suite 3700
Chicago, Illinois 60606

EXHIBIT M

(ON BANK LETTERHEAD)

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

Amount: U.S. $_____

To: United City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

Date:_____
Issuer:_____
Letter of Credit No.:_____
Developer:_____
Subdivision:_____
Unit No.:_____
Expiration Date: (24 Months)

Ladies and Gentlemen:

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of _____ ($_____) Dollars for the account of _____.

This Letter of Credit is issued for the purposes of: (A) facilitating the construction of subdivision, public improvements and dedications for _____ Subdivision, including, but not limited to, streets, curbs, sidewalks, storm sewers, street lighting, waste water sewers, water lines, water detention facilities and all other public improvements as set forth in the approved drawings, specifications, plats and engineering, and as required by the Yorkville Subdivision Ordinance and all other applicable Ordinances; B) securing obligations contained in Yorkville Planned Unit Development Ordinance No._____; (NOTE: Delete if not applicable); C) providing funds for uncompleted subdivision improvements; and D) securing Village fees, dedications and contributions associated with such subdivision.

These funds are fully available by your drafts drawn on us at sight and accompanied by the following documents:

1. Statement signed by an authorized official of the United City of Yorkville certifying that the amount drafted represents the funds required to complete or correct subdivision improvements in accordance with the approved subdivision plans or specifications or comply with such other requirements of the Village including those provided herein.

2. Copy of written notice to us, as issuer, dated not less than ten (10) days prior to the date of your draft(S) hereunder describing the specific work yet to be performed or to be corrected or describing such other basis for withdrawal of the amount drafted; and

3. Statement setting forth that draft drawn hereunder is attributable to _____(Subdivision Name, _____(Issuer name), _____(Letter of Credit No.).

Drafts drawn hereunder by presentation at our counters cannot be drawn prior to one (1) year from date of issuance of this Letter of Credit, nor later than the expiration date.

Notwithstanding the foregoing, this Letter of Credit shall remain in full force and effect for a period of One Hundred and Twenty (120) days after written notification by the Issuer to the United City of Yorkville is received, it being understood that the affirmative action of the issuer in forwarding written notice by certified or registered mail, return receipt requested (or by Receipted hand delivery) is required prior to expiration of this Letter of Credit. In addition to the foregoing, all drafts may be submitted for a period of ninety (90) days following the expiration date of this irrevocable Letter of Credit as provided herein and such draft shall be fully honored during the ninety (90) days in accordance with the terms and provisions herein contained.

This Letter of Credit may be reduced to such amounts specified in writing from time to time by the United City of Yorkville. The Issuer and Developer agree that by reducing the amount of this letter, the Village is not accepting any public improvements or otherwise waiving any rights it may have.

Provided that the City complies in a timely manner with the draft requirements in numbered paragraphs (1), (2) and (3) above, if we fail to honor drafts drawn on this Letter of Credit in addition to all other damages which are limited by the amount of this Letter of Credit, w shall also pay the City all reasonable attorney and expert fees; court costs and all other expenses incurred by the City.

The Irrevocable Letter of Credit shall not operate as a limitation upon the obligation of _____ (Developer) to install all improvements required by the United City of Yorkville and otherwise comply with all its other obligations, including the purposes for which this Letter of Credit is issued.

This Letter of Credit is subject to applicable provisions of the uniform Commercial Code of the State of Illinois (810 ILCS 5/5-101 et.seq.).

Sincerely,

ATTEST:

(Bank Name)

By:_____

By:_____

Title:_____

Exhibit N

10-7D-1

CHAPTER 7

BUSINESS DISTRICTS

ARTICLE D. B-3 SERVICE BUSINESS DISTRICT

SECTION:

10-7D-1: Permitted Uses
10-7D-2: Special Uses
10-7D-3: Lot Area
10-7D-4: Yard Areas
10-7D-5: Lot Coverage
10-7D-6: Maximum Building Height
10-7D-7: Off-Street Parking And Loading

10-7D-1: PERMITTED USES:

All uses permitted in the B-2 District.

Agricultural implement sales and service.

Appliance - service only.

Automotive sales and service.

Boat sales.

Building material sales.

Business machine repair.

Car wash without mechanical repair on the premises.

Catering service.

Drive-in restaurant.

10-7D-1

Electrical equipment sales.

Feed and grain sales.

Frozen food locker.

Furniture repair and refinishing.

Golf driving range.

Greenhouse.

Kennel.

Mini-warehouse storage.

Miniature golf.

Motorcycle sales and service.

Nursery.

Orchard.

Park - commercial recreation.

Plumbing supplies and fixture sales.

Pump sales.

Recreational vehicle sales and service.

Skating rink.

Sports arena.

Taxicab garage.

Tennis court - indoor.

Trailer rental.

Truck rental.

Truck sales and service.

Upholstery shop.

Veterinary clinic. (Ord. 1973-56A, 3-28-1974; amd. Ord. 1986-1, 1-9-1986; Ord. 1988-7, 4-14-1988; Ord. 1995-19, 8-10-1995; Ord. 1998-21, 6-25-1998)

10-7D-2: **SPECIAL USES:**

All special uses permitted in the B-2 District.

Amusement park.

Boat launching ramp.

Boat rental and storage.

Daycare centers.

Stadium. (Ord. 1973-56A, 3-28-1974; amd. Ord. 1995-19, 8-10-1995; Ord. 1995-20, 8-10-1995)

10-7D-3: **LOT AREA:** No lot shall have an area less than ten thousand (10,000) square feet. (Ord. 1986-1, 1-9-1986)

10-7D-4: **YARD AREAS:** No building shall be erected or enlarged unless the following yards are provided and maintained in connection with such building, structure or enlargement:

A. Front Yard: A front yard of not less than fifty feet (50'). (Ord. 1973-56A, 3-28-1974)

B. Side Yards:

1. A minimum side yard shall be required between buildings within the B-3 District of twenty feet (20') between a building constructed thereon and the side lot line, except in any existing B-3 Zoning District within the corporate boundaries where no minimum side yard shall be required between buildings, except where a side yard adjoins a street, wherein a minimum yard of not less than thirty feet (30') shall be required.

2. The Zoning Board of Appeals may, upon application, grant a variance to any petitioner seeking to vary the side yard requirements in a B-3 District if the variance is sought for a parcel of real estate that is sought to be developed as a planned unit development because of the unique nature of the parcel or development sought thereon. (Ord. 1986-1, 1-9-1986; amd. 1994 Code)

C. Rear Yard: A rear yard of not less than twenty feet (20'). (Ord. 1973-56A, 3-28-1974)

D. Transitional Yards: Where a side or rear lot line coincides with a residential district zone, a yard of not less thirty feet (30') shall be required. A transitional yard shall be maintained only when the adjoining residential district is zoned R-1 or R-2 One-Family Residential. (Ord. 1973-56A, 3-28-1974; amd. Ord. 1987-1, 2-12-1987)

E. Parking Lot Setback Requirements:

1. Arterial Roadways: When a parking lot located in the B-3 Zoning District is located next to an arterial roadway, as defined in the City's Comprehensive Plan, a twenty foot (20') setback from the property line is required.

2. Nonarterial Roadways: When a parking lot located in the B-3 Zoning District is located next to a nonarterial roadway, as defined in the City's Comprehensive Plan, a ten foot (10') setback from the property line is required. (Ord. 1998-32, 11-5-1998)

10-7D-5: **LOT COVERAGE:** No more than fifty percent (50%) of the area of the zoning lot may be occupied by buildings and structures, including accessory buildings. (Ord. 1973-56A, 3-28-1974)

10-7D-6: **MAXIMUM BUILDING HEIGHT:** No building or structure shall be erected or altered to exceed a maximum height of thirty five feet (35') or three (3) stories, not in excess of thirty five feet (35'). (Ord. 1973-56A, 3-28-1974; amd. Ord. 1998-8, 3-26-1998)

10-7D-7: **OFF-STREET PARKING AND LOADING:** All in accordance with regulations set forth in Chapter 11 of this Title. (Ord. 1973-56A, 3-28-1974)

CHAPTER 6

RESIDENTIAL DISTRICTS

ARTICLE C. R-2 ONE-FAMILY RESIDENCE DISTRICT

SECTION:

10-6C-1: Uses Permitted
10-6C-2: Special Uses
10-6C-3: Lot Area And Allowable Density
10-6C-4: Yard Areas
10-6C-5: Lot Coverage
10-6C-6: Maximum Building Height

10-6C-1: **USES PERMITTED:** The following uses are permitted:

Any permitted use in the Estate District or the R-1 One-Family Residence District. (Ord. 2000-1, 1-27-2000)

10-6C-2: **SPECIAL USES:** The following uses may be allowed by special use permit in accordance with the provisions of Section 10-14-6 of this Title:

Any use permitted as a special use in the Estate District or the R-1 One-Family Residence District, except that planned developments may be considered where the zoning lot proposed for development has a gross area of not less than ten (10) acres.

Bed and breakfast inns. (Ord. 1973-56A, 3-28-1974; amd. Ord. 1994-36, 10-13-1994; Ord. 2000-1, 1-27-2000)

10-6C-3: **LOT AREA AND ALLOWABLE DENSITY:**

A. Lots with private wells and/or private sewage treatment facilities:

1. One acre with a width at the building line not less than one hundred twenty five feet (125'). Density shall not exceed one dwelling unit per each acre. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

2. This subsection shall apply within the one and one-half ($1^1/_2$) mile planning limits of the City, only upon application and obtaining a special use from the City Plan Commission and approved by the City Council. The standards for approval of a special use permit shall be only upon:

a. A showing by the petitioner that an undue hardship exists to establish a connection to the City water and/or sewer mains.

b. That no sewer or water lines exist within two hundred fifty feet (250') of the proposed development of petitioner.

c. That due to unique size, terrain or character of the petitioner's development, it is necessary to allow individual private wells and private sewage treatment facilities so as to facilitate the orderly growth of a particular development.

d. That the City is unable to provide capacity in its water or sewer mains; or the petitioner is unable to secure sufficient capacity of the Yorkville-Bristol Sanitary District Plant for disposal of sewage. (Ord. 1988-2, 1-28-1988; amd. Ord. 2000-1, 1-27-2000)

B. Lots served by both public sewerage and water facilities shall have an area of not less than twelve thousand (12,000) square feet and a width at the building line of not less than eighty feet (80'). Density shall not exceed three and three-tenths (3.3) dwelling units per each acre.

C. All nonresidential principal uses of buildings as permitted in this Article shall be located on a tract of land having an area of not less than two (2) acres, except Municipal projects and developments.

D. Lot size for special uses shall not be less than two (2) acres. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

10-6C-4: **YARD AREAS:** No building shall be erected or enlarged unless the following yards are provided and maintained in connection with such building, structure or enlargement:

A. Front Yard: A front yard of not less than thirty feet (30').

B. Side Yards: A side yard on each side of the zoning lot of not less than ten feet (10'), or ten percent (10%), whichever is greater, except where a side yard adjoins a street, the minimum width shall be increased to thirty feet (30').

C. Rear Yard: A rear yard of not less than forty feet (40'). (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6C-5: **LOT COVERAGE:** Not more than thirty percent (30%) of the area of a zoning lot may be covered by buildings or structures including accessory buildings. (Ord. 2000-1, 1-27-2000)

10-6C-6: **MAXIMUM BUILDING HEIGHT:** Same regulations shall apply as permitted or required in the R-1 One-Family Residence District. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

CHAPTER 6

RESIDENTIAL DISTRICTS

ARTICLE F. R-4 GENERAL RESIDENCE DISTRICT

SECTION:

10-6F-1: Uses Permitted
10-6F-2: Special Uses
10-6F-3: Lot Dimensions
10-6F-4: Yard Areas
10-6F-5: Lot Coverage
10-6F-6: Maximum Building Height
10-6F-7: Off-Street Parking And Loading
10-6F-8: Water Supply And Sewage Disposal System

10-6F-1: **USES PERMITTED:** The following uses are permitted:

Any of the permitted uses in the R-3 Residence District.

Multiple-family dwellings. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

10-6F-2: **SPECIAL USES:** The following uses may be allowed by special use permit in accordance with the provisions of Section 10-14-6 of this Title:

Any of the special uses permitted in the R-3 Residence District. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6F-3: **LOT DIMENSIONS:**

A. Lot Area Per Dwelling:

1. Single-Family Dwellings: All single-family dwellings included in the R-4 Residence District shall conform to the regulations in the R-3

Residence District. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

2. Multi-Family Structures: All multi-family structures shall be located on a lot which provides the following minimum land area per dwelling unit:

Type Of Dwelling Unit	Minimum Lot Area Per Dwelling
4 bedroom and over	5,000 square feet
3 bedroom	4,500 square feet
2 bedroom	4,000 square feet
1 bedroom	3,500 square feet
Efficiency	2,500 square feet

For the purpose of determining lot area any room other than a living room, dining room, kitchen or bath shall be counted as a bedroom.

3. Minimum Lot Area; Density: A lot shall not be less than fifteen thousand (15,000) square feet in area, and the allowable density based upon the gross area shall not exceed eight (8) dwelling units per acre (gross). (Ord. 1997-21, 8-14-1997; amd. Ord. 2000-1, 1-27-2000)

4. Nonresidential Principal Uses: All nonresidential principal uses permitted in this Article shall be located on a lot having an area of not less than fifteen thousand (15,000) square feet and with a width of not less than one hundred feet (100') at the building line.

5. Special Uses: Minimum lot size and dimensions shall be specified with the granting of a special use permit, but shall not be less than nine thousand (9,000) square feet.

B. Lot Width:

1. For any use permitted in the R-3 Residence District, the same regulations shall apply.

2. Multiple-family dwellings not less than ninety feet (90'). (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

C. Building Standards: Any owner of property zoned R-4 General Residence District as of the date of this Ordinance, existing within the boundaries of the City, may rely and build on that property,

based on the minimum lot area standards of the previous R-4 ordinance, for two (2) years following the enactment of this Ordinance; except in the case of any currently zoned property affected by this Ordinance that does not currently have City sanitary sewer service available. In the event any currently zoned real property does not have sanitary sewer service currently available, the two (2) year period for compliance with the earlier ordinance shall expire two (2) years from the date of notification in writing, to the respective property owners affected without current sanitary sewer service, by the City Administrator that sanitary sewer service has now become available for any affected property. Thereafter, those properties must conform to the new standards set forth in this Ordinance. (Ord. 1997-21, 8-14-1997; amd. Ord. 2000-1, 1-27-2000)

10-6F-4: **YARD AREAS:** No building shall be erected or enlarged unless the following yards are provided and maintained: (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

A. For all dwellings permitted in the R-4 Residence District, the same regulations as required in the R-3 Residence District. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

B. For multiple-family dwellings:

1. Front Yard: Not less than thirty feet (30');

2. Side Yards: Two (2) side yards, each twelve feet (12') in width; or, a side yard of sixty percent (60%) of the building height (whichever is greater), except a side yard adjoining a street shall not be less than twenty feet (20') in width.

3. Rear Yard: Rear yard not less than forty feet (40') in depth. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6F-5: **LOT COVERAGE:** Not more than thirty percent (30%) of the area of the zoning lot may be occupied by buildings and structures including accessory buildings. (Ord. 2000-1, 1-27-2000)

10-6F-6: **MAXIMUM BUILDING HEIGHT:**

A. For all dwellings and permitted nonresidential buildings and structures permitted in the R-4 Residence District, the same regulations shall apply as provided in the R-3 Residence District. (Ord. 1973-56A, 3-28-1974; amd. 1994 Code; Ord. 2000-1, 1-27-2000)

B. All other dwelling types, not more than three (3) stories or thirty five feet (35'), whichever is lower. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6F-7: **OFF-STREET PARKING AND LOADING:** All in accordance with regulations set forth in Chapter 11 of this Title. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

10-6F-8: **WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM:** All residential special uses permitted in this District shall be served by an approved water and sanitary sewer system. (Ord. 1973-56A, 3-28-1974; amd. Ord. 2000-1, 1-27-2000)

UNITED CITY OF YORKVILLE

SUBDIVISION CONTROL ORDINANCE

THE UNITED CITY OF YORKVILLE

Ordinance No. 2004-52

Date Adopted 9-28-04

September 27, 2004

YORKVILLE SUBDIVISION CONTROL ORDINANCE

SECTION

1.00 TITLE

2.00 INTENT & PURPOSE

3.00 GENERAL PROVISIONS
- 3.01 Jurisdiction
- 3.02 Interpretation
- 3.03 Separability
- 3.04 Rules

4.00 DEFINITIONS

5.00 PROCEDURE FOR SUBMISSION OF SUBDIVISION PLAT
- 5.01 Concept Plan
- 5.02 Preliminary Plan
- 5.03 Final Plan

6.00 REQUIRED INFORMATION TO BE SHOWN ON SUBDIVISION PLANS & PLATS
- 6.01 Pre-Application Conference Plan
- 6.02 Preliminary Plan
- 6.03 Final Plan

7.00 DESIGN STANDARDS
- 7.01 General
- 7.02 Public Sites and Open Spaces
- 7.03 Standards
- 7.04 Half-Streets
- 7.05 Alleys
- 7.06 Street Jogs
- 7.07 Street Intersections
- 7.08 Blocks
- 7.09 Lots
- 7.10 Easements

8.00 REQUIRED IMPROVEMENTS
- 8.01 Improvement Requirements Prior to Filing Final Plat
- 8.02 Subdivision Securities
- 8.03 Construction Warranty
- 8.04 Procedure
- 8.05 Construction and Inspection
- 8.06 As-Built Plans
- 8.07 Survey Monuments
- 8.08 Acceptance of Dedication, Improvements
- 8.09 Streets
- 8.10 Sidewalks
- 8.11 Street Lighting
- 8.12 Signage, Guard Rails, & Landscaping
- 8.13 Storm Water Drainage
- 8.14 Sanitary Sewer System
- 8.15 Water System
- 8.16 Over-sizing of Utilities

YORKVILLE SUBDIVISION CONTROL ORDINANCE, CONTINUED

SECTION, CONTINUED

9.00	ADMINISTRATION
9.01	Building Permit
9.02	Certificate of Occupancy
9.03	Variations
10.00	AMENDMENTS
10.01	Initiation of Amendment
10.02	Processing Application for Amendment
10.03	Decisions
11.00	FEE SCHEDULE
11.01	Land-Cash Contributions
11.02	Fees
12.00	VIOLATIONS, PENALTY, & ENFORCEMENT
13.00	REPEALER
14.00	SEVERABILITY
15.00	EFFECTIVE DATE
Exhibit 1	Standard Specifications for Improvements
Exhibit 2	Park Development Standards

Be it ordained by the City Council of the United City of Yorkville; That the Subdivision Control Ordinance passed and approved by the City Council of the United City of Yorkville on the _____ day of _____, _____, as subsequently amended, be as follows:

SECTION 1.00 - TITLE

This Ordinance shall hereafter be known, cited, and referred to as the Yorkville Subdivision Control Ordinance.

SECTION 2.00 – INTENT & PURPOSE

The regulations of this ordinance are adopted:

To protect the interests of the land owner, the investor in land, the homeowner, and the municipal unit;

To conserve, protect, and enhance property and property values; to secure the most efficient use of land; and to facilitate the provisions of public improvements;

To provide for orderly growth and development; to afford adequate facilities for the safe and efficient means for traffic circulation of the public; and to safeguard the public against flood damage;

To prescribe reasonable rules and regulations governing the subdivision and platting of land; the preparation of plats; the location, width, and course of streets and highways; the installation of utilities, street pavements, and other essential improvements; and the provision of necessary public grounds for schools, parks, playgrounds, and other public open space; and

To establish procedures for the submission, approval, and recording of plats, to provide the means for enforcement of the ordinance, and to provide penalties for violations.

SECTION 3.00 – GENERAL PROVISIONS

3.01 JURISDICTION

3.01.01 This Ordinance shall apply to all subdivision of land within the incorporated limits of the United City of Yorkville, and within its contiguous territory, but not more than one and one-half miles beyond the incorporated limits of the United City of Yorkville.

3.02 INTERPRETATION

3.02.01 Minimum Requirements: The provisions of this Ordinance shall be held to be the minimum requirements for the promotion of public health, safety, and welfare.

3.02.02 Relationship with Other Laws: Where the conditions imposed by any provision of the Ordinance are either more restrictive or less restrictive than comparable conditions imposed by any other ordinance, law, resolution, rule, or regulation of any kind, the regulations that are more restrictive (or which impose higher standards or requirements) shall govern.

3.02.03 Effect On Existing Agreement. This Ordinance is not intended to abrogate any easement, covenant, or any other private agreement, provided that where the regulations of this Ordinance are more restrictive (or impose higher stands or requirements) than such easements, covenants, or other private agreements, the requirements of this Ordinance shall govern.

3.02.04 The Standard Specifications for Improvements shall be hereby included and made a part of this Subdivision Control Ordinance in its entirety.

3.02.05 The Park Development Standards shall be hereby included and made a part of this Subdivision Control Ordinance in its entirety.

3.03 SEPARABILITY

3.03.01 Should any section, subsection, clause, or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

3.04 RULES

3.04.01 In the construction of this Ordinance, the rules contained herein shall be observed and applied, except when the context clearly indicates otherwise:

1. Words used in the present tense shall include the future, and words used in the singular number shall include the plural number, and the plural shall include the singular.

2. The word "shall" is mandatory, and not discretionary.

3. The word "may" is permissive.

4. The masculine gender includes the feminine and neuter.

SECTION 4.00 – DEFINITIONS

4.01 The following words and terms, wherever they occur in this Ordinance, shall be interpreted as herein defined:

Alley: A public right-of-way, primarily designed to serve as secondary access to the side or rear of properties whose principal frontage is on some other street.

Block: A tract of land bounded by streets, or by a combination of streets, railway right-of-ways, or waterways.

Building Setback Line: A line across a lot or parcel of land, establishing the minimum open space to be provided between the line of a building or structure, and the lot line of the lot or parcel.

City: The Mayor and City Council of the United City of Yorkville, Illinois.

Crosswalk: A strip of land 10' or more in width, dedicated to public use, which is reserved across a block to provide pedestrian access to adjacent areas, and may include utilities, where necessary.

Cul-de-Sac: A street having only one outlet, and an appropriate terminal for the reversal of traffic movement, without the need to back up.

Dead-end Street: A Street having only one outlet.

Density, Gross: A numerical value obtained by dividing the total dwelling units in a development by the gross area of the tract of land upon which the dwelling units are located.

Density, Net: A numerical value obtained by dividing the total dwelling units in a development by the total area of the development, less rights-of-way, parks, storm water management areas, and all other non-residential uses.

Development: Any man-made change to real estate, including:

a) Preparation of a plat of subdivision;

b) Construction, reconstruction, or placement of a building or any addition to a building;

c) Installation of a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer on a site for more than 180 days;

d) Construction of roads, bridges, or similar projects;

e) Redevelopment of a site;

f) Filling, dredging, grading, clearing, excavating, paving, or other non-agricultural alterations of the ground surface;

g) Storage of materials, or deposit of solid or liquid waste;

h) Any other activity that might alter the magnitude, frequency, deviation, direction, or velocity of storm water flows, from a property.

Easement: A grant by a property owner for the use of a parcel of land by the general public, a corporation, or a certain person or persons for a specific purpose or purposes.

Eyebrow Cul-de-Sac: A cul-de-sac whose center radius point is less than 80 feet from the centerline of the intersecting cross street.

Floodplain: That land adjacent to a body of water with ground surface elevations at or below the base flood or the 100-year frequency flood elevation. The floodplain is also known and the Special Flood Hazard Area (SFHA).

Frontage: The property on one side of a street, between two intersecting streets (crossing or terminating), measured along the line of the street; Or, with a dead-end street, all property abutting one side of such street, measured from the nearest intersecting street and the end of the dead-end street.

Frontage Road: A public or private marginal access roadway, generally paralleling and contiguous to a street or highway, and designed to promote safety by eliminating unlimited ingress and egress to such street or highway by providing points of ingress and egress at relatively-uniform spaced intervals.

Half Street: A Street bordering on or more property lines of a subdivision tract, to which the sub-divider has allocated only a portion of the ultimate and intended street width.

IDOT: Illinois Department of Transportation.

Improvement Plans: The drawing of all required land improvements, prepared by an Illinois Registered Professional Engineer, and all accompanying information as required by the Ordinance.

Improvements: All facilities constructed or erected by a subdivider within a subdivision, to permit and facilitate the use of lots or blocks for a principal residential, business, or manufacturing purpose.

Land Improvement: All required onsite and offsite subdivision improvements, including but not limited to, any sanitary sewage system, water distribution system, storm drainage systems, public utility systems, sidewalk systems, public or private streets, street lighting, street signs, grading and drainage way facilities, pedestrian ways, and retention and detention basins.

Lot: A portion of a subdivision or other parcel of land, intended for transfer of ownership, or for building developments.

Lot Depth: The distance between the midpoint of the front lot line and the midpoint of the rear lot line.

Lot, Double Frontage: A lot, two opposite lot lines of which abut upon streets which are more or less parallel.

Lot Line: The boundary line of a lot.

Lot Width: The distance on a horizontal plane between the side lot lines of a lot, measured at right angles to the line, establishing the lot depth at the established building setback line.

Parcel: The word parcel shall refer broadly to a lot, tract, or any other piece of land.

Parkway: A strip of land situated within the dedicated street right-of-way, either located between the roadway and right-of-way line, or a median located between the roadways.

Parking Lot: An area permanently reserved and/or used for the temporary storage of motor vehicles.

Plan, Concept: A tentative map or drawing which indicates the subdivider's proposed layout of a subdivision, including a site plan indicating existing offsite roadway connections.

Plan, Final: The final plat, plus all accompanying information required by this Ordinance.

Plan, Preliminary: The preliminary plat, plus all accompanying information required by this Ordinance.

Planned Unit Development: Parcel of land or contiguous parcels of land in single ownership or unified control, to be developed as a single entity, the character of which is compatible with adjacent parcels, and the intent of the zoning district in which it is located; the developer may be granted relief from specific land use regulations and design standards in return for assurances of an overall quality of development, including any specific features which will be of benefit to the City as a whole, and would not otherwise be required by the City Ordinances.

Plat: A subdivision as it is represented as a formal document by drawing and writing.

Plat, Final: The final map drawing or chart, on which the subdivider's layout of a subdivision is presented to the City Council for approval, and which, if approved, will be submitted to the County Recorder for recording.

Plat, Preliminary: A tentative map or drawing, which indicates the subdivider's proposed layout of a subdivision, including all proposed improvements.

Re-subdivision: The subdivision of a tract of land that has previously been lawfully subdivided, and a plat of such prior subdivision duly recorded.

Right-of-Way: A strip of land occupied or intended to be occupied by a road, crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another special use. The usage of the term "right-of-way" for land platting purposes in the United City of Yorkville shall mean that every right-of-way hereafter established and shown on a final recorded plat is to be separate and distinct from the lots or parcels adjoining such right-of-way, and not included within the dimensions or areas of such lots or parcels. Rights-of-way intended for roads, crosswalks, water mains, sanitary sewers, the maker of the plat on which such right-of-way is established shall dedicate storm drains, or any other use involving maintenance by a public agency to public use.

Roadway: The paved portion of the street available for vehicular traffic.

Service Drive: A public street, generally paralleling and contiguous to a main traveled way, primarily designed to promote safety by eliminating promiscuous ingress and egress to the right-of-way, and providing safe and orderly points of access at fairly uniformly-spaced intervals.

Sewage Disposal System, Individual: A sewage disposal system, or any other sewage treatment device approved by the Kendall County Department of Public Health, and servicing only one lot.

Sewage Disposal System, Central: A system of sanitary sewers, serving ten or more lots that discharge either into an interceptor sewer or an approved sewage treatment plant.

Sidewalk: That portion of street or crosswalk way, paved or otherwise surfaced, intended for pedestrian use only.

Street: A public or private right-of-way which affords a primary means of access to abutting properties, whether designated as a street, avenue, highway, road, boulevard, lane, throughway, or however otherwise designated, but excepting driveways to buildings.

Street, Half: A street bordering one or more property lines of a tract of land in which the subdivider has allocated but part of the ultimate right-of-way width.

Street, Marginal Access: A minor street which is parallel to and adjacent to a thoroughfare, and which provides access to abutting properties and protection from through traffic.

Street, Estate Residential: A Street of limited continuity, used for access to abutting rural residential properties and local needs of a neighborhood. This street carries less than 1000ADT.

Street, Local Residential: A Street of limited continuity, used primarily for access to abutting rural residential properties and local needs of a neighborhood. This street carries less than 1000ADT.

Street, Major Collector: A street that serves as a main traffic thoroughfare, both within and outside of the City, carrying heavy volumes of traffic. This street carries more than 2500 ADT.

Street, Collector: A Street that collects and distributes traffic, primarily within residential areas. This street carries between 2500 and 12,000 ADT.

Street, Minor Collector: A Street that collects and distributes traffic within intensively developed areas, and is used primarily for internal trips within the planning area. This street carries between 1000 and 2500 ADT.

Street Width: The shortest distance between the backs of the curb or edge of pavement of a roadway.

Sub-divider: Any person or corporation or duly authorized agent who undertakes the subdivision or development of land as defined herein. Also referred to as Developer.

Subdivision: A described tract of land which is to be, or has been, divided into two or more lots or parcels. The term subdivision includes re-subdivision and, where it is appropriate to the context, relates to the process of subdividing or to the land subdivided. For the purpose of this manual, the requirements contained herein shall not apply, and no plat is required, in any of the following instances:

1. The division or subdivision of land into parcels or tracts of five acres or more in size, which does not involve any new streets or easements of access;

2. The division of lots or blocks of less than one acre, in any recorded subdivision, which does not involve any new streets or easements of access;

3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;

4. The conveyance of parcels of land or interests therein for use as right-of-way for railroads or other public utility facilities which does not involved any new streets or easements of access;

5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;

6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;

7. Conveyances made to correct descriptions in prior conveyances;

8. The sale or exchange of parcels or tracts of land existing on the date of adoption of this Resolution into no more than two parts, and not involving any new streets or easement of access.

Turn-Around: An area at the closed end of a street or parking lot, within which vehicles may reverse their direction.

Wetlands: As defined by the Illinois Department of Natural Resources.

SECTION 5.00 – PROCEDURE FOR SUBMISSION OF SUBDIVISION PLAT

Instructions for subdivision plat processes leading to approval and plat recording:

5.01 CONCEPT PLAN

5.01.01 Application: Petitioners who wish to start the process with a concept plan should at this time submit his application (the original and 35 copies), along with 35 folded copies of his concept plan, a minimum of 15 days prior to the targeted Plan Commission meeting. As part of the application, the petitioner shall also provide the names and addresses of all land owners within 500 feet of the application property to the City's Deputy Clerk, for the purpose of sending certified notices of the required public hearing(s).

5.01.02 Review: Petitioner needs to schedule a meeting with the City Administrator, City Engineer, and Director of Public Works, to review access, availability of water, sewer, storm water, and other related technical issues, at least two weeks prior to the targeted Plan Commission.

5.01.03 Park Board: Petitioner must attend the scheduled Park Board meeting if the development has a residential component. The petitioner (or his duly authorized representative) will present the Concept Plan, and discuss how it fits into the overall City Park Plan. The Park Board will make a recommendation regarding the petitioner's plan for parks.

5.01.04 Plan Commission: Petitioner must attend the scheduled Plan Commission meeting, which will involve an informal public comment session after the petitioner (or his duly authorized representative) presents his Concept Plan.

5.01.05 Committee of the Whole: Petitioner must attend the scheduled Committee of the Whole meeting, which will involve a presentation of the Concept Plan by the petitioner (or his duly authorized representative), and informal discussion with the Committee members.

5.02 PRELIMINARY PLAN

5.02.01 The preliminary plan is a drawing complying with all provisions of this Ordinance, and when considered necessary by the Plan Commission or the Plan Council, should be accompanied by other engineering drawings concerning required improvements on which final review for adherence to design standards and improvement proposals is based, and from which detailed engineering drawings can proceed.

5.02.02 When the petitioner does not wish to present a Concept Plan, he will start with his Preliminary Plan, and at this time submit his application. Petitioner will be invoiced for the required annexation, re-zoning, engineering, and other applicable fees, which must be paid in full prior to being placed on the Plan Commission Agenda. A deposit for legal and planning services will also be invoiced, and is due at this time. Payment should be made to the Deputy Clerk, and the United City of Yorkville Administrative Offices. As part of the application, the petitioner shall also provide the names and addresses of all land owners within 500 feet of the application property to the City's Deputy Clerk, for the purpose of sending certified notices of the required public hearing(s).

5.02.03 Following a written report from the Plan Council, and after review of the Preliminary Plan and discussion with the Sub-divider on changes and additions that may be required for the plan, the Plan Commission shall make a recommendation in writing to the City Council.

5.02.04 After review of the Preliminary Plan and the recommendation of the Plan Commission, the City Council shall discuss with the subdivider the proposed Plan, and shall, within 45 days, act on the Preliminary Plan. The subdivider shall be notified in writing of any conditions of approval or reasons for disapproval.

5.02.05 Approval of the Preliminary Plan is tentative only, and shall be effective for a period of twelve months. If the final plat has not been recorded within this time limit, the Preliminary Plan must again be submitted for approval, unless upon application by the subdivider, the City Council grants an extension. An extension period shall not exceed two (2) 12-month periods.

5.02.06 Ordinances in effect on the date of Preliminary Plan approval shall govern the preparation of the Final Plan. Ordinances in effect on the date(s) of Final Plat approval(s) shall govern any fees paid or contributions made by the developer.

5.02.07 Fees for legal and planning services will be billed based on per-hour range of work being performed. These amounts are deducted from the deposit amount we invoiced earlier, and a statement of account (reflecting the current credit balance) is sent to the petitioner with the consulting bills enclosed. All fees must be current before proceeding to the next stage of the approval process.

5.03 FINAL PLAN

5.03.01 Approval of the Preliminary Plan all entitle the subdivider to approval of the Final Plan, provided that the Final Plan:

1. Conforms substantially to the approved Preliminary Plan;
2. Meets all conditions of said approval; and
3. Complies with all applicable, current ordinances.

5.03.02 Disapproval of the Final Plan is warranted if:

1. There are more than minor deviations from the approved Preliminary Plan; and/or
2. A new highway, pipeline, or other major improvement shall directly affect the proposed development site.

5.03.03 The proposed Final Plat must be accompanied by 12 sets of the proposed improvement plans for review by the plan Council.

5.03.04 After reviewing the final plat and applicable minutes from the Plan Council and any discussions on changes and additions that may be required, the Plan Commission shall recommend in writing to the City Council, within 45 days from receipt of the Plan Council minutes, wither approval or disapproval of the Final Plat and its reasons for such recommendation.

5.03.05 The final plat then proceeds to The Economic Development Committee which consisting of four (4) City Council members for its further review and recommendation. Project then moves to the Committee of the Whole and then the City Council meeting for approval or disapproval.

5.03.06 The proposed Improvement Plans shall be prepared by a Registered Professional Engineer of Illinois, who shall be responsible for the design of all public and land improvements required by this subdivision Ordinance, as provided in the Illinois Professional Engineering Act. The submitted plans shall be sealed by said Professional Engineer, and shall be in conformance with the City's Standard Specifications for Improvements, and these City Specifications shall be the only specifications for the improvements.

5.03.07 The Final Plat cannot be submitted to the plan Commission until the Improvement plans are approved and signed by the City Engineer and the City Administrator, and all fees are paid, and all required securities are filed.

5.03.08 The Final Plat shall be recorded with the County Recorder of Deeds, within thirty days from the date of final approval, or final approval shall be considered null and void. This requirement shall not apply when delay in recording a plat is due to circumstances beyond the control of the City or developer.

5.03.09 Final Engineering Plan: Submit 3 sets of the Final Engineering Plans to the Deputy Clerk at the City Administrative Offices for review and recommendation by the City Engineer.

SECTION 6.00 – REQUIRED INFORMATION TO BE SHOWN ON SUBDIVISION PLANS & PLATS

The following requirements are held to be the minimum amount of information necessary to convey to the representatives of United City of Yorkville a complete and accurate description of the kind and quality of subdivision proposed. Additional information may be submitted if it will further clarify the proposed subdivision.

6.01 PRE-APPLICATION CONFERENCE PLAN

6.01.01 Concept Plan: The Concept Plan may be done free hand, but shall be done with reasonable accuracy and clarity. The scale of the drawing should be 1" = 100', unless clarity or size of drawing dictates otherwise. The following information shall be shown:

1. Name and address of the owner or subdivider;
2. North arrow and scale;
3. Approximate dimensions and area of parcel;
4. Topography – not greater than 10' contour intervals such as can be obtained from USGS maps;
5. Proposed layout of streets, lots, parks, and non-residential areas, including storm water control;
6. Number of dwelling units, gross and net density;
7. Minimum and average lot sizes;
8. Gross and net area;
9. For multiple-family, commercial and industrial areas:
    a. Location of buildings;
    b. Approximate dimensions and area of site;
    c. Off-street parking, delivery, and pick-up areas;
    d. Buffer zones.

6.01.02 Existing Conditions: Presence of any of the following shall be shown on the Sketch Plan or an additional sheet:

1. Streams, marshes, bodies of water, wooded areas, wetland, and other significant natural features;
2. Location and direction of all water courses, drainage ways, and areas subject to flooding;
3. Location of storm drains, inlets, and outfalls;
4. Existing buildings;
5. Existing utilities, and utilities proposed for extension;
6. Existing streets and streets proposed.

6.01.03 Location Map: A small-scale map or sketch of the general area, showing the relationship between the proposed subdivision and existing community facilities and rights-of-way, with the proposed subdivision indicated thereon.

6.02 PRELIMINARY PLAN

6.02.01 The Preliminary Plan shall be drawn at a scale of 1" = 100', unless another scale is approved or required by the Plan Commission or the plan Council at the pre-application conference.

6.02.02 The following information shall be shown on all Preliminary Plans:

1. Notation stating "Preliminary Plan";

2. The name and address of the owner, the subdivider, and the engineer, surveyor, and planner preparing the plan;

3. Date, scale, and north arrow;

4. Topography – not greater than 2' contour intervals.

5. The proposed subdivision name, which shall not duplicate the name of any plat previously recorded in Kendall County;

6. Location of the subdivision on a small-scale drawing of the general area in which the subdivision lies, with the location of the subdivision indicated thereon, including high-water elevations, if known;

7. The recorded length and bearing of the exterior boundaries of the subdivision;

8. Location and names of adjacent subdivisions and the owners of parcels of un-subdivided land within 200' of property;

9. Zoning on and contiguous to the subdivision;

10. Location, widths, and names of all existing and platted streets, alleys, or other known public ways and easements, railroad and utility rights-of-way, parks cemeteries, watercourses, permanent buildings, bridges, and other pertinent data, as determined by the Plan Commission on the lands proposed to be subdivided, and within one hundred, fifty (150) feet of the proposed subdivision;

11. The approximate areas of all parcels of land intended to be dedicate for reserved for public use, or to be reserved in the deeds for the common use of property owners in the subdivision;

12. If the subdivision borders a lake or stream, the distances and bearings of a meander-line established not less than twenty (20) feet back from the average high water mark of the lake or stream, as determined from flood hazard maps or other data, with said distance and source of data noted;

13. Approximate storm water runoff and detention/retention calculations shall be in accordance with the Standard Specifications for Improvements. Offsite tributary drainage areas and discharging routing shall be defined with supporting data as necessary for evaluation;

14. Layout and width of all new streets and rights-of-way, such as highways, easements for sewers and water mains, sidewalks, trees, drainage ways, and other public utilities;

15. Existing trees greater than 6" caliper;

16. Proposed plantings;

17. Legal Description;

18. Site date (See Figure No. 5 in Standard Specifications);

19. Routing to any proposed extensions of existing water and sewer mains, including all pipe sizes, pertinent elevations, and proposed elevations;

20. Internal utility layout, demonstrating sanitary sewer depths, water main looping, storm water routing to and from detention/retention, and locations of existing field tiles;

21. A written statement from the Kendall County Soil Conservation Service (USDA), expressing its opinion of the suitability of the land for the type of land use proposed;

22. A field tile survey, showing locations where exploration trenches were dug, and what was found.

6.02.03 The following information shall be shown for all single-family and two-family areas:

1. Approximate dimensions and minimum lot areas, in square feet;
2. Proposed building set-back lines;
3. Area of property proposed to be dedicated for public use, or to be reserved by deed covenant for use of all property owners in the subdivision with the conditions of such dedication or reservation.

6.02.04 The following information shall be shown for all multiple-family, commercial, industrial, and other non-residential area:

1. Number of units, gross and net densities;
2. Open spaces;
3. Proposed layout of structures;
4. Layout and quantities of all off-street parking and loading areas;
5. Proposed building set-back lines;
6. Area of property proposed to be dedicated for public use, or to be reserved by deed covenant for use of all property owners in the subdivision, with the conditions of such dedication or reservation;
7. Buffer areas;
8. Square feet of buildings for commercial and industrial projects.

6.03 FINAL PLAN

6.03.01 The Final Plan shall be drawn in ink, at a scale of 1" = 100', or larger, on a non-fading, stable, Mylar material. The sheet size for plats or plans shall be not less than 18" x 24", nor larger than 24" x 36". When more than one sheet is used for any document, each sheet shall be numbered consecutively and shall contain a notation giving the total number of sheets in the document, and shall show the relation of that sheet to the other sheets. Final plans shall include all required engineering and landscaping improvements. See Figure No. 6 in Standard Specifications.

6.03.02 The following information shall be shown on all Final Plats:

1. Legal Description. Legal descriptions shall commence at the intersections of Section lines and/or Quarter Section lines when reasonably practical to do so. The developer shall also submit the Final Plat to the City in digital form, in a format acceptable to the City. The coordinate system for the Final Plat shall be NAD27 Illinois State Planes, East Zone, US Foot (IL-E).

2. All monuments erected, corners, and other points established in the field in their proper places. The material of which monuments, corners, or other points are made shall be noted as the representation thereof, or by legend, except lot corners need not be shown.

3. The exact length and bearing of all exterior boundary lines, public grounds, meander-lines, and easements, unless they parallel a noted boundary.

4. The exact width of all easements, streets, and alleys.

5. The dimensions of all lot lines, to the nearest on hundredth (1/100) of a foot.

6. Building setback lines on all lots.

7. All lots consecutively numbered within consecutively lettered blocks.

8. The number of degrees, minutes, and seconds of all lot angles or bearings of same, other than 90*, except that when the line in any tier of lots is parallel, it shall be sufficient to mark only the outer lots. When any angle is between a curve and its tangent, the angle shown shall be that between the tangent and the main chord of the curve. When between curves of different radii, the angle between the main chords shall be shown.

9. When a street is on a circular curve, the main chord of the center line shall be drawn as a dotted line in its proper place; and, either on it, or preferably in adjoining table, shall be noted its bearing and length, the radius of the circle of which the curve is a part, and the central angle extended. The lot lines on the street sides may be shown in the same manner, or by bearings and distances. When a circular curve of thirty (30) foot radius or less is used to round off the intersection between two (2) straight lines, it shall be tangent to both straight lines; it shall be sufficient to show on the plat the radius of the curve and the tangent distances from the points of curvature to a point of intersection of the straight lines.

10. The name of each road or street in the plat shall be printed thereon, which name shall not duplicate the name of any other street, unless it is an extension thereof.

11. Abutting state highway lines and streets of adjoining plats shown in their proper location by dotted lines. The width and names of these streets and highways and plats shall also be given.

12. All lands dedicated to public use, including roads, and streets shall be clearly marked.

13. All water courses, drainage ditches, and other existing features pertinent to the subdivision.

14. Where provisions are made for access from any subdivision to any lake or stream, the plat shall show the area over which the access is provided to the lake or stream, together with a small scale drawing, clearly indicating the location of the subdivision in relation to the lake or stream, and the location of the area over which access is provided.

15. Monuments. The description and location of all survey monuments placed in the subdivision shall be shown upon Final Plat. Permanent monuments shall be of concrete, reinforced with one (1) number four (4) vertical rod, and not less than four (4) inches square on top, tapered to six (6) inches square at the bottom, and thirty-six (36) inches long, set flush with the adjacent ground. Each permanent monument shall have a suitable mark in the center of the top.

    Permanent monuments shall be erected at all corners or changes in bearing of the exterior boundary. Metal monuments not less than ½ inch in diameter, and 24 inches in length shall be placed in the ground at all lot corners, intersections of streets, intersections of streets and alleys with plat boundary lines, and at all points on street, alley, and boundary lines where there is a change in direction or curvature. All monuments and stakes shall be set in the ground before the streets and alleys are accepted for public maintenance.

16. A Surveyor holding a current, valid registration in Illinois shall perform the survey, and if the error in the latitude and departure closure of the survey is greater than the ratio of one in five thousand (1/5000), the plat may be rejected.

17. Certificates of Approval to be shown on Final Plat, as applicable:

    1. Surveyor
    2. Owner
    3. Notary
    4. City Administrator
    5. Township Highway Commissioner, if applicable
    6. County Supervisor of Highways, if applicable
    7. Illinois Department of Transportation, if applicable
    8. City Clerk
    9. City Plan Commission, Chairman
    10. Mayor
    11. County Clerk
    12. County Recorder
    13. City Engineer
    14. School District Certificate
    15. Drainage Overlay Certificate, if applicable

SECTION 7.00 – DESIGN STANDARDS

7.01 GENERAL

7.01.01 When laying out a subdivision, the developer shall:

1. Take into account, and comply with, officially adopted plans;

2. Conform to existing street patterns where such streets are contiguous to the proposed subdivision or may reasonably be projected through the subdivision;

3. Design the arrangement of uses in relation to topography and drainage conditions;

4. Consider all natural features, such as streams, lakes, ponds, tree cover, etc., and incorporate these features into the development;

5. Consider street names. Streets that are extensions of, or obviously in alignment with, existing streets shall bear the name of the existing streets; however, no other streets shall bear names which duplicate or nearly duplicate so as to be confused with the names of existing streets;

6. Reserve a minimum of one historical street name from the list on file in the Engineer's office, prior to the recording of Final Plat, as set forth in the Historical Street Name Resolution;

7. Take into account future development, including street and utility extensions;

8. Consider the implementation of traffic calming measures, which the City may require on a case-by-case basis.

7.02 PUBLIC SITES AND OPEN SPACES

7.02.01 Where a proposed park, playground, school, or other public use shown on any official adopted City, Township, County, or State plan or map is located in whole or in part in a subdivision, appropriate public agencies and governing bodies shall be given an opportunity to begin, within one year from the date of recording of the Final Plat, procedures to acquire said acreage.

7.03 STANDARDS

7.03.01 The United City of Yorkville "Standard Specifications for Improvements", and the Yorkville Park Board "Park Development Standards" shall be incorporated herein, and shall apply to any and all development, not only subdivisions.

7.04 HALF-STREETS

7.04.01 Half-streets shall be prohibited, except where essential to the reasonable development of the subdivision, and in conformity with the other requirements of these regulations, and where the Plan Commission finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided. A right-of-way width of not less than forty- (40) feet, and a pavement width of not less than twenty-two and one-half (22-½') feet, shall be required for the half-street. Where a half-street is adjacent to a tract to be subdivided, the other half of the street shall be platted and constructed within such tract. In cases where half-streets are accepted, the owner and subdivider shall be required to grade and improve the half-street, the same ad all other subdivision streets.

7.05 ALLEYS

7.05.01 Alleys shall be provided in all commercial and industrial districts, except that the City may waive this requirement where another definite and assured provision is made for service access, such as off-street loading and parking consistent with, and adequate for, the uses proposed.

7.05.02 Alleys shall not be approved in residential areas, unless necessary because of topography or other exceptional circumstances.

7.05.03 Alley widths shall be not less than twenty-four (24) feet.

7.05.04 Dead-end alleys shall be prohibited.

7.06 STREET JOGS

7.06.01 Street intersection jogs with centerline offsets of less than one hundred, fifty- (150) feet shall be prohibited.

7.07 STREET INTERSECTIONS

7.07.01 Streets shall be laid out so as to intersect as nearly as possible at right angles. Proposed intersections at angles of less than eighty- (80) degrees shall not be acceptable.

7.08 BLOCKS

7.08.01 The length, width, and shapes of blocks shall be such as are appropriate for the locality and the type of development contemplated, but block length in residential areas shall not exceed on thousand, three hundred, and twenty (1320) feet, nor have less than sufficient width to provide two tiers of lots of appropriate depth between street lines, except that one tier of lots may back onto a limited access highway, railroad right-of-way, or major street, provided suitable screen-planting contained in a no-access reservation strip along the rear property line is provided.

7.08.02 Paved an fenced pedestrian crosswalks, not less than ten (10) feet wide, may be required by the Plan Commission through the center of blocks more than nine hundred (900) feet long, where deemed essential to provide circulation or access to schools, playgrounds, shopping centers, transportation, and other community facilities. Paving shall be three (3) inches of bituminous concrete surface course on ten (10) inches of compacted CA-6 base. Fencing shall be four (4) feet high, continuous chain-link fence on both sides of the walkway on an easement.

7.09 LOTS

7.09.01 All lots shall meet the minimum depth, width, and area requirements of the Zoning Ordinance.

7.09.02 The size, shape, and orientation of lots shall be appropriate for the location of the subdivision, and for the type of development and use contemplated.

7.09.03 Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for off-street service and parking facilities.

7.09.04 Fronting of residential lots onto State and County highways is prohibited. Also prohibited is the fronting of residential lots onto any proposed major thoroughfare or major collectors, as designated by the Comprehensive Plan. Subdivision entrances for residential uses, and/or major entrances for commercial, industrial, and institutional uses shall be located not less than thirteen hundred (1300) feet apart, center-line to center-line, unless topography or existing street locations dictate otherwise.

7.09.05 Excessive depth in relation to width shall be avoided.

7.09.06 All lots shall front or abut on a public street.

7.09.07 Side lot lines shall be substantially at right angles or radial to street lines.

7.09.08 Double frontage and reversed frontage lots shall be avoided, except where necessary to overcome specific disadvantages of topography and orientation, and where a limited access highway, railroad right-of-way, major street, or similar situation exists; in which case, double-frontage lots shall be provided with suitable screen-planting contained in a no-access reservation strip along the rear property line and the right-of-way. When deemed necessary by the Plan Commission, double-frontage lots shall have additional depth to further protect the proposed use from rear lot line traffic.

7.09.09 Subdivisions must include the entire parcel being divided, and may have no exceptions or exclusions; and shall not contain "leftover" pieces, corner, or remnants of land.

8.09.10 Lot widths shall be measured at the building setback line, and may be reduced ten (10) percent at the end of a cul-de-sac, providing the lot area meets the requirements of the Zoning Ordinance.

7.09.11 Corner lots shall have a buildable area equal to or greater than the smallest interior lot on the same block.

7.10 EASEMENTS

7.10.01 Easements shall be provided at the rear of all lots. Such utility easement shall be at least ten (10) feet wide on each lot, and normally centered upon the rear or side lot lines. Easements will be required for all storm water control facilities and for overflow routes. The City may require wider easements and easements at other locations to accommodate proposed utilities and to provide space for future utilities.

7.10.02 Easements shall be provided at the side of all lots, and shall be at least five (5) feet wide on each lot, immediately adjacent to the property line.

7.10.03 Easements shall be provided along both sides of all right-of-ways, immediately adjacent and parallel to, said right-of-way. This easement shall be for utilities. Evidence shall be furnished to the Plan Commission that the individual utility companies have reviewed easements, and any easement provisions to be incorporated on the plat or in the deeds, or the organization responsible for furnishing the service involved.

7.10.04 Where a watercourse, drainage channel, stream, or other body of water traverses a subdivision, appropriate dedications or easement provisions, with adequate width or construction to accommodate observed, computed, or anticipated storm water drainage through and from the subdivision, shall be made. The width of the easement shall be dependent on the area of land drained by the watercourse, and wide enough to allow access for construction and maintenance equipment.

7.10.05 Screen-planting easement(s) may be required in accordance with the Landscape Ordinance. If said easement is to also be used for public utilities, only such plant materials that have an ultimate growth not exceeding fifteen (15') feet shall be used.

SECTION 8.00 – REQUIRED IMPROVEMENTS

8.01 IMPROVEMENT REQUIREMENTS PRIOR TO FILING FINAL PLAT

8.01.01 Upon approval of both the Final Plan and the plans and specifications for the required subdivision improvements by the Plan Commission, Director of Public Works, and the City Engineer, and upon approval of the appropriate agencies as evidenced by State and County permits, where required, the subdivider shall construct and install the required subdivision improvements prior to filing the Final Plat with the Plan Commission for final approval. If construction does not begin within four (4) years of Final Plan approval, the subdivider may be required to revise the plan to comply with new City requirements.

8.02 SUBDIVISION SECURITIES

8.02.01 In lieu of construction on 8.01 above, the subdivider shall post with the City of Yorkville, a construction guarantee in the form of an Irrevocable Letter of Credit or irrevocable bond, payable to the United City of Yorkville, sufficient to cover the full cost, plus ten (10) percent, of the required improvements, as estimated by the engineer employed by the subdivider and approved by the City Engineer, to assure the satisfactory installation of required improvements as outlined in this Section, and contained in the approved plans and specifications. A Surety shall issue the Bond or Letter of Credit posted or Bank recognized by the State of Illinois, and approved by the City Attorney, and shall carry a rating sufficient to cover the cost of construction. The subdivider shall use the standard Bond Form or Letter of Credit Form used by the City of Yorkville. Construction guarantee shall not be reduced to below fifteen (15%) percent of the approved engineer's estimate prior to acceptance of the public improvements by the City. The construction guarantee shall not expire for at least one year. Subsequent renewals of the construction guarantee shall also be for a period of at least one year.

8.03 CONSTRUCTION WARRANTY

8.03.01 The subdivision irrevocable bond or Letter of Credit shall be released after an appropriate City Council Resolution accepting the improvements for public ownership. This subdivision Letter of Credit will not be released until a one-year Maintenance Bond or Letter of Credit is posted with the City Clerk for ten (10) percent of the Land Improvement cost, to ensure that any and all improvements will properly function as designed, with no defects after the City Council formal acceptance.

8.04 PROCEDURE

8.04.01 Not more than ten (10) months after Preliminary Plan approval, four (4) copies of the proposed final plans and specifications, engineer's estimates prepared and sealed by a professional engineer currently registered with the State of Illinois, and Subdivision Bond or Letter of Credit, shall be filed with the City Engineer, and shall provide all necessary information for the following, as applicable:

1. Streets;
2. Curbs and gutter;
3. Storm drainage, including storm sewers and storm water detention, building storm drains (footings, roof, etc);
4. Comprehensive drainage plan, including grades of surface drainage ways;
5. Sanitary sewerage system;
6. Water supply and distribution;
7. Public utility locations;
8. Street lights;
9. Sidewalks
10. Street signs, guard rails, and other special requirements;
11. Parkway trees; and
12. Payment in full of all City fees.

8.05 CONSTRUCTION AND INSPECTION

8.05.01 Written notice to proceed shall be obtained from the City Engineer prior to beginning any work covered by the approved plans and specifications for the above improvements. Authorization to begin work will be given upon receipt of all necessary permits, including all culvert permits required when proposed new or changed subdivision roads intersect any presently-existing road, and work must proceed in accordance with construction methods of Sections 8.05 through Section 8.16, and the City's Standard Specifications for Improvements.

8.05.02 Construction of all improvements required by this Ordinance must be completed within two years from the date of approval of the Final Plat, unless good cause can be shown for granting an extension of time.

8.05.03 The sub-divider shall pay all expenses incurred by the City of Yorkville to provide field inspections and testing of all construction work and materials before, during, and after construction.

8.05.04 On-street parking during build-out of the development shall be limited to one side only of all streets. In general, parking will not be allowed on the side of the street where fire hydrants are located. The developer shall post signage, as required by the Yorkville Police Department.

8.05.05 Dumpsters, work trailers, and construction materials shall not be stored or located in roadways or public right-of-ways at any time, without exception.

8.06 AS-BUILT PLANS

8.06.01 After completion of all public improvements, and prior to final acceptance of said improvements, the subdivider shall make, or cause to be made, a map showing the actual location of all valves, manholes, stubs, sewer and water mains, and such other facilities as the Director of Public Works shall require. This map shall bear the signature and seal of an Illinois Registered Professional Engineer. The presentation of this map shall be a condition of final acceptance of the improvements, and release of the subdivision Bond or Letter or Credit, assuring their completion. The coordinate system for As-Built drawings shall be NAD27 Illinois State Planes, East Zone, US Foot (IL-E). The "as-built" plans shall be submitted on reproducible Mylar, and also on computer diskette in a format acceptable to the City.

8.07 SURVEY MONUMENTS

8.07.01 Permanent and any other monuments required in this Ordinance shall be installed prior to the approval of the Final Plat.

8.08 ACCEPTANCE OF DEDICATION, IMPROVEMENTS

8.08.01 Final acceptance of the dedication of open space or other public areas shall mean the responsibility for the maintenance of the same. Approval of the Final Plat does not constitute final acceptance.

8.08.02 Approval of the Final Plat shall be dependent upon presentation of proof of responsibility for the maintenance of all community improvements.

8.08.03 All public improvements shall be accepted only by Resolution of the City Council, after a formal Petition for approval has been submitted by the subdivider to the City Clerk. Such Petition shall be filed after completion of the public improvements. The City Engineer and the Director of Public Works shall, within thirty (30) days from receipt of such Petition, make recommendations is report form to the City Council. All Petitions shall be acted upon by the City Council within thirty- (30) days from receipt of such recommendations of the City Engineer and Director of Public Works. A Maintenance bond will then be required in the amount of ten (10) percent of the cost of the Land Improvements, as specified in this Ordinance, after City Council acceptance.

8.09 STREETS

8.09.01 Street improvements shall be installed by the developer, shall be in accordance with the table of minimum standards herein, and in accordance with the City's Standard Specifications for Improvements. Right-of-ways at intersections shall have a twenty-five (25) foot radius or chord where right-of-way lines intersect.

8.10 SIDEWALKS

8.10.01 Concrete sidewalks shall be installed by the developer within all subdivisions, on both sides of the street or roadway, to a minimum width of five (5) feet, as specified in the City's Standard Specifications for Improvements.

8.11 STREET LIGHTING

8.11.01 A complete, functioning street light system shall be installed by the developer, at his expense, in all subdivisions as specified in the City's Standard Specifications for Improvements.

8.12 SIGNAGE, GUARD RAILS, AND LANDSCAPING

8.12.01 Street signs of the quantity and type approved by the Director of Public Works shall be installed at each intersection, and shall indicate the street names as shown on the Final Plat. The City shall order and install the street name signs. The subdivider shall reimburse the City for said cost. The subdivider shall also supply and install regulatory and warning signs, as directed by the Yorkville Police Department.

8.12.02 Steel plate beam guardrails shall be placed along the shoulder of any street, where street construction has resulted in an embankment greater than six (6) feet in height.

8.12.03 All areas of street right-of-way that are not paved shall be seeded or sodded. Provisions shall be made to assure the growth of all landscaping.

8.12.04 All improvements herein shall be as specified in the City's Standard Specifications for Improvements.

8.13 STORM WATER DRAINAGE

8.13.01 Surface water drainage improvements consisting of storm sewers and/or open channels, inlets, catch basins, manholes, and/or detention facilities, shall be designed and constructed to adequately drain the area being developed, and also all of such other areas that naturally drain through the area being developed.

8.13.02 If the surface water drainage will be changed by the construction of the subdivision, adequate provision shall be made for collection and diversion of such surface waters into public areas, or drains which the subdivider has a right to use, and such surface waters shall not be deposited on the property of adjoining land owners, in such a manner as to cause erosion or other damage.

8.13.03 Designed planning of surface water drainage facilities shall be performed by, or under the supervision of, a Professional Engineer, registered in the State of Illinois. The storm water drainage system shall be as specified in the City's Standard Specifications for Improvements.

8.13.04 It will be the homeowner's responsibility to maintain any drainage course across his property, and to keep it free from features that restrict natural drainage.

8.14 SANITARY SEWER SYSTEM

8.14.01 All subdivisions and units therein shall be required to provide connection to the sanitary sewer system, including required sewer extensions off-site, to the sizes and depths as required by the City. The sanitary sewers shall be extended to the far boundaries of the development, as directed by the City. All costs of these improvements will be borne by the developer. The sanitary sewer system shall be as specified in the City's Standard Specifications for Improvements.

8.15 WATER SYSTEM

8.15.01 All subdivisions and units therein shall be required to provide connection to the United City of Yorkville's public water supply system, including required water main extensions off-site, to the sizes required by the City, and all costs shall be borne by the developer. All developments must provide a looped, double-fed water system, and extensions to the boundaries of the development, as directed by the City, shall also be included in the water system, to be funded by the developer. The water system shall be as specified in the City's Standard Specifications for Improvements.

8.16 OVERSIZING OF UTILITIES

8.16.01 When, in any subdivision, now within the City, or within one and one-half (1 ½) miles of the City limits, which normally would require a certain size water main, sanitary sewer, and/or storm sewer, but which for the purpose of complying with the plan of development of the City's Comprehensive Plan, to provide adequate utilities, not only to the particular subdivision, but also to subdivisions which in the future may become a part of the City, and where the City Engineer and the Director of Public Works have determined that water and/or sewer mains of a larger diameter are required, then the City Engineer or the Director of Public Works shall inform the subdivider, builders, and developers of the subdivision by a written notice of that fact, and require them to install such oversized utilities and at the same time, in said notice, inform them of the size(s) to be installed.

8.16.02 Watermain shall be considered oversized if it is larger than the size needed to supply the required fire flows of the development, not the minimum pipe size allowed by ordinance. The required fire flow rate for all residential areas shall be 1500 gpm. The required fire flow rate for commercial and industrial areas shall be 3250 gpm. The required fire flow rate within five hundred feet of a school site shall be 3375 gpm.

8.16.03 Upon being so notified as provided for in this section, no subdivider, builder, or developer shall install any utility in such subdivision of any size other than that specified to him by the aforesaid notice.

8.16.04 At such time as the installation of said oversized utilities shall have been completed in accordance with the plans and specifications submitted to the City of such installation, and also in accordance with the notice specified in this Section, and all such installations shall have been inspected and approved by the City as provided for by the Ordinances of the City of Yorkville, then the City may enter into an agreement to allow the developer to recover the difference of the cost at current prices, as of the time of said installation, between the development's required utilities which were originally planned to be used, and the cost of the oversized utilities which the City directed to be used. Said agreement may be in the form of a recapture agreement, cash payment(s), rebates of fees to the developer, or some other consideration as may be approved by the City Council.

SECTION 9.00 – ADMINISTRATION

9.01 BUILDING PERMIT

9.01.01 No building permit shall be issued for the construction of any building, structure, or improvement to the land, or any lot within a subdivision as defined herein, which has been approved for platting or re-platting, until all requirements of this Ordinance have been fully complied with. In no case will a building permit be issued until all fees have been paid, a grading plan approved, an "all-weather" road in place to serve this property, along with functioning drainage facilities, water system, and sanitary sewer system. Exceptions may be made for model home units.

9.02 CERTIFICATE OF OCCUPANCY

9.02.01 A certificate of occupancy may be issued for the use of any structure within a subdivision approved for platting or re-platting provided that all required utilities have been installed and are capable of servicing the subdivision, all roadways have the bituminous binder laid, and mutual agreement between the City Engineer and the Building Code Official has transpired. The final grading plan must be submitted and approved prior to a Certificate of Occupancy.

9.03 VARIATIONS

9.03.01 Where the Zoning Board of Appeals finds that extraordinary hardships or particular difficulties may result from the strict compliance with the Ordinance, the Zoning Board of Appeals is hereby empowered to consider such matters after receiving written application from the subdivider. If applicable, the Zoning Board of Appeals may recommend, in writing, to the City Council, variations or exceptions to the regulations, subject to specified conditions, so that substantial justice may be done and the public interest secured, provided that such variations or exceptions shall not have the effect of nullifying the intent and purpose of this Ordinance or the Comprehensive Plan.

9.03.02 The standards and requirements of the Ordinance may be modified in the case of large-scale developments when the Zoning Board of Appeals finds that a plan and program for a new village, complete community, shopping center, industrial park, or neighborhood unit provides adequate public open spaces and improvements for circulation, recreation, and service needs of the tract when fully developed, and which also provides such covenants or other legal provisions to assure conformity and achievement of the plan.

9.03.03 The Zoning Board of Appeals shall not recommend variations or exceptions to the regulations of this Ordinance unless it shall make findings based upon the evidence presented in each specific case, that:

1. Due to the particular physical surroundings, shape, or topography 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 the regulations was carried out;

2. The conditions upon which the request for a variation is based are unique to the property for which the variation is sought and are not applicable, generally to other properties within the same zoning classification;

3. The alleged hardship was not created by any person presently having an interest in the property;

4. The granting of the variation will not be detrimental to the public safety, health, welfare, or interest to other properties or improvements in the neighborhood in which the property is located.

9.03.04 Variation requests that affect surrounding properties under the circumstances below shall not be approved:

1. Impairment of an adequate supply of light and air to adjacent properties;
2. Substantial increase in the traffic congestion in public streets;
3. Increase the danger of fire;
4. Endanger the public safety;
5. Significantly diminish or impair property values within the neighborhood; or
6. Noncompliance with the spirit of intent of the restrictions imposed by the Zoning Ordinance.

SECTION 10.00 – AMENDMENT

10.01 INITIATION OF AMENDMENT

10.01.01 The Mayor and City Council, the Plan Commission, the Zoning Board of Appeals, or any resident of the City of Yorkville, or any person residing within 1½ miles of the corporate limits of the City, may propose amendments.

10.02 PROCESSING APPLICATION FOR AMENDMENT

10.02.01 An application for an amendment shall be filed with the City Clerk. The application shall be accompanied by such plans or data, and such other information, as specified by the Plan Commission, and shall include a statement, in writing, by the applicant and adequate evidence showing that the proposed amendments will conform to the standards set forth herein. Copies of such application shall be forwarded by the City Council to the Plan Commission with the request to hold a public hearing.

10.02.02 Publication: The City Clerk shall cause a notice of time, place, and purpose of such hearing to be published in a newspaper published within the City of Yorkville, not more than thirty (30) days nor less than fifteen (15) days in advance of such hearing.

10.02.03 Hearing on Application: Upon receipt in proper form of the application and statement referred to above, the Plan Commission shall hold at least one public hearing on the proposed amendment. However, the Plan Commission may continue from time to time the hearing without further notice being published.

10.02.04 Findings of Fact and Recommendation of the Plan Commission: Within forty-five (45) days after the close of the hearing on a proposed amendment, the Plan Commission shall make written findings of fact, and shall submit same, together with its recommendations to the Mayor and City Council.

10.03 DECISIONS

10.03.01 The Mayor and City Council, upon receiving the recommendation of the Plan Commission, may grant or deny any proposed amendment in accordance with applicable Illinois Statutes, or may refer to the Plan Commission for further consideration.

10.03.02 If a recommendation submitted by the plan Commission to the City Council for a proposed amendment is not acted upon by the City Council within forty-five (45) days of the date upon which such application is received by the Mayor and City Council, it shall be deemed to have been approved.

SECTION 11.00 – FEE SCHEDULE

11.01 LAND CASH CONTRIBUTIONS

11.01.01 Sub-dividers shall comply with any School and/or Park Land-Cash Ordinance in effect at the time of Final Plat approval. The City may require that all or part of the park cash contribution be paid prior to recording any Final Plat of Subdivision of a development.

11.02 FEES

11.02.01 Before the Plan Commission approves the Final Plat, the subdivider shall pay to the United City of Yorkville, all fees, reimbursements, and/or deposits due at that time for any of the Subdividers' developments in the city.

SECTION 12.00 – VIOLATION, PENALTY, ENFORCEMENT

12.00.01 Any person, firm, or corporation who violates, disobeys, omits, neglects, refuses to comply with, or who resists enforcement of any of the provisions of this Ordinance shall be fined not less than fifty dollars ($50.00), nor more than two hundred dollars ($200.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

12.00.02 The City Engineer is hereby designated and authorized to enforce this Ordinance. However, it shall also be the duty of all officers, citizens, and employees of the City, particularly of all members of the Engineering, Police, and Public Works Departments, to assist the City Engineer in reporting to him any new construction, reconstruction, improved land uses, or upon any apparent violation.

SECTION 13.00 – REPEALER

13.00.01 All Ordinances or parts thereof conflicting with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 14.00 – SEVERABILITY

14.00.01 If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining proportions hereof.

SECTION 15.00 – EFFECTIVE DATE

15.01 This Ordinance shall be in full force and effect form and after its due passage, approval, and publication, as provided by law.

Passed and approved by the Mayor of the United City of Yorkville, Kendall County, Illinois,

This 28 day of Sept, 2004.

Mayor

Passed and approved by the City Council of the United City of Yorkville, Kendall County, Illinois,

This 28 day of Sept, 2004.

ATTEST:

City Clerk

SEAL

RICHARD STICKA	–	WANDA OHARE	Y
VALERIE BURD	Y	LARRY KOT	Y
MARTY MUNNS	Y	PAUL JAMES	–
JOE BESCO	Y	ROSE SPEARS	Y

Exhibit 1

RESOLUTION FOR THE
UNITED CITY OF YORKVILLE
STANDARD SPECIFICATIONS FOR IMPROVEMENTS

Resolution No. 2004-39

These Standards apply to all infrastructure improvements, and may be modified as needed upon the advice of the City Engineer for special identified situations or conditions. All contractors shall give the City Engineer's office a minimum 48-hour notice of all work and of all required approvals. Failure to obtain these required approvals will require extensive testing, removal and replacement, and a ban for a minimum of one year, from working on the City's right-of-way. Subdividers that have been unfaithful in previous City agreements or developments, or who owe the City payments, will not be allowed to have work performed for them within the public right-of-way. Resident engineering inspection shall be provided through the City Engineer's office, and all such costs shall be charged to the developer by the United City of Yorkville. Required written approvals will not be given until outstanding bills are paid in full. The developer's improvement Letter of Credit or other subdivision securities will also be liable for all such costs. The developer shall be responsible for layout and staking engineering, as well as for record drawings by a registered Professional Engineer. These Specifications for Improvements shall become a part of each and every project approved by the United City of Yorkville, and no other specifications will take precedence.

All improvements included in the United City of Yorkville's Standard Specifications for Improvements, unless noted herein, shall conform to the latest editions of the State of Illinois "Standard Specifications for Road and bridge Construction", the "Manual on Uniform Traffic Control Devices", and all amendments thereto. These documents shall be considered as included within the City of Yorkville Standard Specifications for Improvements, and in the case of a conflict of requirements, the most stringent shall apply.

Prior to starting construction of any project, the developer shall attend a pre-construction meeting and bring a representative from each contractor, a list of all contact persons that can be reached at any time, and a complete schedule of all work to be performed.

No work is to start until the City Engineer and the City Administrator have approved the engineering plans, and the pre-construction meeting has been held. The City Engineer must approve any changes to the approved plans in writing. The City Engineer or a representative will, upon discovery of improper material or installation practices, issue a written document to the contractor, stating that failure to stop and correct such deficiencies will result in the City's refusal to accept such improvements or to issue any further building permits, or to perform required inspections.

The subdivider shall obtain and keep in force insurance coverage for Worker's Compensation, and Employer's Liability, Commercial General Liability, Commercial Automobile Liability, and Umbrella Liability, as described in IDOT's "Standard Specifications for Road and Bridge Construction". The United City of Yorkville shall be named as an additional insured. The insurance coverage shall remain in effect until the City accepts the entire development.

The City will not consider acceptance of the public improvements in a development until it is at least fifty (50) percent built out, or three years after the roadway binder course is paved, whichever is sooner.

Blasting will not be allowed.

ROADS

All roadways shall conform to the Illinois Department of Transportation (hereinafter termed IDOT) "Standard Specifications for Road and Bridge Construction", unless modified herein. Horizontal and vertical geometric for right-of-ways and roadways shall conform to the City Standards, listed in Figure 2.

Surface course must not be placed until at least seventy- (70%) percent of the adjacent, private improvements are in place. However, in no case shall the surface course be placed until the binder course has been in place for at least one full winter season. In no case shall the surface course be delayed more than three (3) years after the binder course has been installed.

The subgrade shall be graded and compacted to a hard, uniform surface, matching the slopes of the surface course. It shall have no rutting and shall completely drain to the outer edges. It shall be proof rolled by the contractor with a fully loaded (gravel) 10-cubic yard dump truck and witnessed by and approved in writing by the City Engineer's representative (hereafter termed City Engineer) before proceeding to build the roadway. All unsuitable subgrade shall be removed and replaced with compacted, stable clay material or shall be replaced with compacted CA6 limestone on an approved, non-woven roadway fabric (6.5 oz. minimum). Other geo-grids may be required for certain conditions. All bituminous mixtures shall be delivered and handled so that the bituminous mixture immediately behind the paver screen is at or above 270 degrees F. All asphalt delivered to the project shall be covered when the temperature is at or below 70 degrees F.

All subgrades, other than approved granular subgrades, shall be completely covered with a subgrade fabric (Amoco 4551 or approved equal), with a full 18 inches of overlap. Subgrade Fabric shall also be used on lime-stabilized sub grades. It shall be placed neat and tight, without wrinkles, tears, or defects. Construction equipment shall not be allowed to drive on the fabric until it has a minimum of four inches cover of granular base material. The City Engineer shall approve in writing the subgrade fabric installation prior to placing base material. The subgrade fabric shall extend a minimum of twelve inches beyond the back of each curb.

In areas where undercutting of the subgrade is required, the bottom of the excavation shall be lined with a woven geotextile (Amoco 2002 or approved equal), and backfilled with CA-3 aggregate.

The aggregate base course shall be compacted to a minimum of 95% Modified Proctor and shall be free of all dirt and debris. The course shall be proof rolled, as described above, and witnessed by and approved in writing by the City Engineer before proceeding to build the roadway. A bituminous prime coat shall be applied to the aggregate base course prior to paving.

The bituminous concrete binder course shall be placed only upon the written approval of the City Engineer. All asphalt must be laid utilizing a good-quality, properly-functioning, tracked or wheeled asphalt laying machine, utilizing fully-automatic, electronic sensing control from a stringline for the initial course, and from a minimum fifteen (15') foot ski for all other lifts. The bituminous binder course shall be proof rolled as described above, and witnessed by, and approved in writing, by the City Engineer before proceeding with the surface course. All repairs must be made as directed by the City Engineer. All bituminous pavement patches shall be at least fifty (50%) percent thicker than the pavement being patched.

Also, the binder course shall be bump tested by the contractor, and witnessed by the City Engineer, and all areas exceeding one-half inch (1/2") bumps, including header joints and any patch joints, shall receive a leveling course prior to surfacing. Areas of excessive patching will automatically receive a level course prior to surfacing. Prior to any leveling course or surface course, the streets shall be flushed clean and free of all dirt and debris. A bituminous tack coat will be required. Minimum temperature requirements for laying asphalt will be 5 degrees F higher than that allowed by IDOT specifications.

The bituminous concrete surface course shall be placed only upon the written approval of the City Engineer. All asphalt must be laid utilizing good-quality, properly functioning, tracked or wheeled asphalt laying machine, utilizing fully automatic, electronic sensing control from a minimum 15-foot ski. The surface course shall be bump tested by the contractor, and witnessed by the City Engineer. All bump test penalties specified by IDOT specifications shall be quadrupled, and areas that have an excessive amount of one-half inch (1/2") bumps shall be completely removed and replaced, not just the bump itself. Minimum temperature requirements for laying bituminous surface course will be five (5) degrees F higher than that allowed by IDOT specifications. The surface elevation of the asphalt at the concrete gutter shall be ¼ inch higher than that of the adjacent concrete. All streets shall have a cross slope of 2% from the centerline to the concrete curb.

Areas of segregated binder course and/or surface course shall be removed and replaced at the direction of the City Engineer. Segregated asphalt is the uneven distribution of course and fine materials in the asphalt characterized by pavement textures different from the surrounding material, and can usually be seen by the naked eye.

Pavements constructed from Portland Cement Concrete shall be designed in conformance with American Concrete Pavement Association Publications IS 184P and IS 061P, as amended.

Combination concrete curb and gutter will be required on all roadways. All curb and gutter shall be placed on an aggregate base with a minimum thickness of four inches, but in no case shall the curb and gutter subgrade be higher than one inch below the adjacent roadway subgrade. The height of the gutter flag shall be ten (10") inches, unless directed otherwise by the City Engineer. As noted previously, the roadway subgrade fabric will extend over the curb and gutter subgrade, and beyond by a minimum of twelve (12") inches. The concrete curb and gutter shall be reinforced with two #4 deformed bars, placed three (3") inches from the bottom, spaced twelve (12") inches apart, centered on the total width of the curb and gutter. Machine-placed concrete curb and gutter is to be utilized wherever practical, utilizing a minimum Class X concrete, and a five (5%) percent minimum air-entrainment. Plastizers will be allowed, but chlorides will not. An approved spray-on curing compound with red fugitive coloring shall be applied immediately after finishing, and a sealer, WR Meadows TIAC, or approved equal, shall be applied after seven days. The resident engineer shall be notified of these applications, and proof of purchase, with material specifications, will be required. The concrete curb and gutter shall have the required slip bar expansion joints, and ¾ inch deep sawed contraction joints will be required every 15-20 feet, within 24 hours after each pour. Minor honeycombing on the two outer, vertical surfaces will be allowed, but they must be patched in an approved manner, and witnessed by the City Engineer, prior to backfilling. The clay backfill behind the curb shall be placed and compacted prior to placing aggregate base course.

Roadway extensions and stubs will be required as part of the development, with full improvements where needed, for future growth. Additional lanes, access improvements, traffic signalization, etc., may be required, at the developer's expense. The developer shall reimburse the City for two of each street name and regulatory signs and posts required, and the City will install them. All signs shall be high-intensity, as approved by the Director of Public Works. All pavement markings shall be thermoplastic. The developer shall reimburse the City for the cost of replacing any signs that are missing, stolen, or damaged prior to final acceptance.

The developer, to comply with these Standard Specifications for Improvements, shall improve existing roadways running through, or adjacent to, the development.

Half-streets are discouraged, but where they are necessary, on advice of the City Engineer, the minimum width street will be twenty-four (24') feet from the edge of pavement to the back of curb, on the development side of the roadway. Street lighting, sidewalk, and landscaping on the development side will be required. Temporary tee turn-arounds will be required on all streets stubbed for future roadway extension, as recommended by the City Engineer, and shown on the Final Plat. Paving for the tee will extend from right-of-way line to right-of-way line, to a length of fifteen (15') feet, and two radii of fifteen (15') feet. The pavement beyond the road edge shall be three (3") inches of bituminous concrete surface course, on a ten- (10") inch CA6 aggregate-compacted base, with pavement fabric. Concrete curb and gutter will not be required around the tee, and sidewalk will not required through the tee. The developer extending the street in the future shall remove the excess paving and base, place topsoil, and seed the area disturbed, construct the additional curbing so that the curb and gutter is continuous and uninterrupted from one development to another, and resurface for a distance of thirty (30') feet, including header joints, as approved by the City Engineer.

When a development includes construction along State and County highways, or other heavily traveled road, the developer shall post advance-warning signs. The developer shall consult with the Yorkville Police Department concerning the types and locations of signs, and shall obtain a permit from the appropriate jurisdictional agency prior to erecting the signage.

The City may require the roadway design to include traffic-calming measures. These measures may include, but not be limited to, curvilinear roadway layout, landscaping beyond the requirements of the Landscape Ordinance, traffic tables, and fog lines.

If a development includes the construction or modifications of traffic signals, the new signals shall be designed to have light-emitting diode (LED) lights. The traffic signal shall also have a battery backup device.

All new roadways shall be designed in accordance with IDOT Circular 95-11, or the most recently adopted IDOT standard for the design of flexible and full-depth bituminous pavements. The following minimum design criteria shall be used when applying the design method:

Design period = 20 years
Traffic Factor Equations for 80,000 lb. Vehicles
AC viscosity of AC-20
Class II Roadway
2.0% traffic growth rate
Subgrade Support Rating of Fair

Local Residential Roadways

Local Residential Roadways are intended to carry an average daily traffic (ADT) volume of less than 1000. The right-of-way width shall be 66 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of 2.5 inches in thickness. The aggregate stone base shall be 10 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-6.12 combination concrete curb and gutter to a width of thirty feet from back of curb to back of curb (B-B). The street radius for all intersecting streets shall be a minimum of thirty feet to the back of curb. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

Estate Residential Roadways

Estate Residential Roadways are intended to carry an average daily traffic (ADT) volume of less than 1000. The right-of-way width shall be 70 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of 2.5 inches in thickness. The aggregate stone base shall be ten inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadway surface shall be 28 feet wide with two 12.5-foot wide through-lanes. The lane edges shall be striped with a four-inch thermoplastic pavement marking. The roadway up to and including the aggregate stone base shall be 32 feet wide to provide a 2-foot wide aggregate shoulder (nominal thickness of at least 12 inches), and also to allow for future widening. Mailbox turnouts will be paved, using driveway specifications to determine thickness.

Minor Collector Roadways

Minor Collector Roadways are intended to carry 1000-2500 ADT. The right-of-way width shall be 70 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of 4.5 inches in thickness. The aggregate stone base shall be 12 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-6.12 combination concrete curb and gutter to a width of 34 feet B-B. The street radius for all intersecting streets shall be a minimum of thirty feet to the back of curb. Minor collector roadways may provide direct access to adjacent private lots. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

Collector Roadways and Commercial/Industrial Roadways

Collector Roadways are intended to carry 2500-12,000 ADT. The right-of-way width shall be 80 feet. These design standards shall also apply to all roadways directly serving commercial or industrial zoned areas. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of 4.5 inches in thickness. The aggregate stone base shall be 12 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-6.12 combination concrete curb and gutter to a width of 39 feet B-B. The street radius for all intersecting streets shall be a minimum of 40 feet to the back of curb. Collector roadways shall not provide direct access to adjacent lots in residential-zoned areas. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

Major Collector Roadways

Major Collector Roadways are intended to carry more than 12,000 ADT. The right-of-way width shall be 100 feet. The bituminous concrete surface course shall be a minimum of 1.5 inches in thickness of Class "I" Superpave mixture. The bituminous concrete binder course shall be a minimum of six inches in thickness (2 lifts required). The aggregate stone base shall be 16 inches in thickness of clean, crushed CA-6 gradation gravel or limestone. The roadways shall be bound with B-7.18 combination concrete curb and gutter to a width of 51 feet (four 12-foot lanes) B-B. The City Engineer may require an additional 12-foot center turn lane, as deemed appropriate. The street radius for all intersecting streets shall be a minimum of 50 feet to the back of curb. The edge of pavement shall be cleaned and sealed with rubberized asphalt cement hot-poured joint sealer.

An alternative bituminous base course may be approved by the City Engineer, and B6-18 or B6-24 combination concrete curb and gutter may be required, based upon specific site drainage needs.

Boulevards

Boulevard-style roadways shall have a minimum width of 28 feet B-B for approaches to intersections. The minimum pavement width in other areas shall be 20 feet B-B.

SIDEWALK

Non-reinforced, concrete sidewalks will be required on both sides of all roadways. They shall be a minimum of four (4') feet wide where four (4') feet wide walks now exist, and five (5') feet wide in all other locations. All sidewalks shall be five (5") inches in thickness. They will be a minimum of six (6") inches in thickness across driveway approaches. All sidewalks shall have an aggregate base of CA 7, with a minimum thickness of two inches (five inches across driveway approaches). All concrete shall be Class X, with a minimum of five (5%) percent air-entrainments. Sidewalks shall slope two (2%) percent towards the street. Approved curing and sealing compounds are required, as specified previously for concrete curb and gutter. The back of the sidewalk shall be placed twelve (12") inches from the right-of-way line, unless directed otherwise. The sidewalk shall have a light broom finish. Formed contraction joints are required, at a spacing of five (5') feet. Expansion joint material, one-half inch in thickness, and full-depth, shall be placed every 100 feet. The subgrade for the sidewalk shall be uniform, neat, and compacted to a minimum 90% modified proctor.

Spalling or chips will not be allowed to be patched. All such areas will be removed from contraction joint to contraction joint, and replaced. All sidewalks will be in place prior to acceptance of the public improvements by the City, which includes in front of vacant lots. These areas must be protected during future construction.

No sidewalks are required in Estate-residential subdivisions. However, in the event sidewalks are not provided, a paved trail that abuts every lot must be provided, that meets the City's standards, specifically a ten (10') foot width, with an exit and entrance identification, consisting of two (2") inches of asphalt on eight (8") inches of CA6 aggregate. Dedicated easements at least fifteen (15') feet wide must be provided for the trail.

DRIVE APPROACHES

Drive approaches must be constructed to one of the following:

1. Six inches, minimum of Class X concrete, with a minimum of five (5%) percent air-entrainment, over six inches minimum CA6 aggregate base over a 90% modified proctor compacted subgrade, with curing and sealing treatments, as specified above, under concrete curb and gutter. Expansion joint material, one-half (1/2") thick and full-depth, shall be installed at the curb and at the sidewalk.

2. Two inches, minimum of Class I bituminous concrete surface course, over a minimum base of eight (8") inches of CA6 aggregate over a 90% modified proctor compacted subgrade. The concrete sidewalk will be constructed through the drive approach, and any construction damage to the concrete sidewalk or curb will cause removal and replacement of those improvements. Drive approaches will not be constructed steeper than eight (8%) percent.

3. In Estate-residential subdivisions, all driveways must be paved with brick, asphalt, or concrete, and must have a concrete culvert with flared end sections. Culvert diameter shall be twelve (12") inches or greater, as required by the City.

PARKWAYS AND PARK SITES

All parkways, park sites, and other open spaces shall be landscaped and designed in accordance with the City of Yorkville's Landscape Ordinance and the Park Development Standards, as amended from time to time.

Any existing trees within a development deemed by the Parks Department and Public Works Department to be dead, dying, or of an undesirable species shall be removed by the developer. The developer shall not remove or cut down any trees without the prior consent of the Parks Department and Public Works Department, or as indicated in the approved landscape plan.

STREET LIGHTING SYSTEM

All streets shall have a complete street lighting system designed by a professional engineer. A street light will be required at all intersections, all curves, at all ends of cul-de-sacs, and at a maximum spacing of 300 feet. In Estate-residential subdivisions, street lights shall be required at intersections, and at a maximum spacing of 500 feet, with lights also placed at curves and a he end of dead-end streets. The poles shall be concrete with butt-type foundations. The City Engineer may require a streetlight to be placed at other points, as may be necessary in the public interest in unusual or special conditions. They shall be located at side lot lines, and on the opposite side of the street from the water main, wherever possible, and shall be set two feet from back of curb to face of pole. Occupancy permits cannot be issued until all streetlights in that phase of the development are installed, complete, and operational.

All exterior lighting of private property in new developments shall be designed, located, and mounted at heights no greater than twenty (20') feet above grade for non-cutoff lights, and forty- (40') feet above grade for cutoff lights. The lighting plan, photometrics, and shop drawings for lighting equipment shall be submitted prior to issuance of a building permit. Glare shall be minimized to the extent practical by orienting lights away from the public right-of-way and abutting properties, or by planting vegetation to provide screening. Exterior lighting shall be designed, located, and mounted so that the maximum illumination measured horizontally at the lot line does not exceed one (1') foot-candle.

Light Distribution: Luminaries of the Type II distribution as approved by the Illuminating Engineering Society (herein termed IES) shall be used, except at intersections where Type II or Type IV IES distribution shall be used. The City Engineer may designate the IES Type V distribution luminaries be used in the public interest under unusual or special conditions.

Individual Control: On individual control of lights, the photoelectric control shall be mounted on top of the luminare.

Line Drop: Voltage drop shall be no greater than three (3%) percent from power supply to the last pole, with no wire size smaller than No. Six (6) Type RHH or RHW Underground Service Cable (USC). All streetlights shall operate at 120 volts, except for those on major streets.

Power Supply Location: Connection to the power supply shall be made to comply with Commonwealth Edison Company rules and regulations, as amended fro time to time.

Conduit: All driveways, street, and sidewalk crossovers shall have two (2") inches of HD PVC conduit, used as raceways for underground cable.

Underground Cable: All underground cable shall be direct-buried cable, placed at a depth at least thirty- (30") inches below the normal finished grade. Three cables (Black, White, Green) shall be run from the pole to the power supply. Any underground cable broken more than once prior to Final Acceptance shall be replaced from the power source to the pole or from pole to pole.

Splices: All cable on the underground cable section shall be continuous, and no splicing shall be made underground. All necessary splices shall be made above ground level.

Underground Cable Location: Underground cable shall be installed in a trench not less than two feet from the back of the curb, except that in no case shall the underground cable be installed under the sidewalk.

Grounding: A copper-clad ground rod shall be placed at each pole. The rod shall be minimum 5/8-inch diameter, and ten (10') feet long.

Fusing: All underground feeders shall be fused at or below their rated capacity. Each standard shall contain in-line fuse holders, with proper fusing in series with each underground conductor to protect the luminare located on that pole.

Maintenance Prior to Acceptance: Once streetlights are operational, the Yorkville Public Works Department shall perform normal maintenance, even though the Yorkville City Council has not accepted the streetlight system. Normal maintenance consists of investigating the cause of an outage, and repairing it if the cause is a burned out lamp, fuse, or photocell. All other repairs shall be referred to the developer. The cost of performing normal maintenance prior to acceptance by the Yorkville City Council shall be paid from a "Streetlight Normal Maintenance" deposit established by the developer prior to recording the Final Plat. The deposit shall be $300.00 per pole, or other such amount, as may be determined by the Yorkville City Council, from time to time. If the deposit proves insufficient, the developer shall replenish the deposit within thirty- (30) days of written request by the City Engineer. The Yorkville City Council shall return any unused funds to the developer upon acceptance of the streetlight system.

Streetlight Standard and Bracket: Local streets shall use 906 B19-AD4, American Concrete Company pole and bracket, or approved equal. Luminare shall be mounted 19'9" above the street, shall have a four-(4') foot arm. The pole shall be buried a minimum of five (5') feet below grade and backfilled with crushed CA6 limestone, watered, and compacted around the butt of the pole. The bracket is to be furnished with the pole.

The luminare shall be a General Electric Company No. M2RR15S1N2AMS3F, or approved equal with the 1-1/4" side mount built-in ballast. The luminaries shall be fitted with General Electric Company "Lucalox" high-pressure sodium lamps LU 150/55/D, or approved equal, with GE Company ANSI specification "S55" high-pressure sodium ballasts (or approved equal) or American Electric 115 15-S-RN-120-R2-DA-4B.

Major Collector Streets: The lighting pole shall be Stress Crete E340-BPO-G, with Style 210 low rise tapered aluminum davit, or approved equals. The davit outreach length shall be eight (8') feet. The luminare shall be mounted thirty- (30') feet above the street. The pole shall have an embedment depth of five (5') feet, and be backfilled with CA 6 limestone.

The streetlight system shall be operated through controller(s) in ground-mounted cabinets. The controller and luminare shall operate at 240 volts. The controller shall be housed in a pad-mounted Type NEMA 3R enclosure. The exterior of the cabinet shall have a bronze tone powder-coat finish. The approximate dimensions of the cabinet shall be 42"H x 36"W x 12"D. A Com Ed meter socket shall be provided on the exterior of the cabinet.

The manufacturer or distributor shall guarantee streetlight standards, luminaries, ballast, lamps, and cables for their proper use, for one year, from the date of acceptance.

Testing: The subdivider shall manually trigger the photocell in order to have each street light burn continuously for at least 48 hours. During this burn test, amperage readings shall be taken, and must be within ten (10%) percent of the connected load, based on equipment ratings.

Parking Lot Lighting: Parking lots in areas zoned Business, Residential, or Office-Research, shall be provided with lighting necessary to achieve a minimum average of 2.0 foot-candles, as measured across the entire parking lot, and a maximum of 1.0 foot-candles, as measured at the adjoining property lines. Parking lots in areas zoned Manufacturing shall have a minimum average lighting intensity of one foot-candles, per square foot. Lighting shall be designed to avoid casting direct light or glare onto adjacent residential property.

STORM SEWER SYSTEM

A complete storm sewer system shall be required, consisting of closed conduits to an approved storm water storage system. All storm sewers within the public right-of-way and easements parallel to and adjacent to public right-of-way shall be reinforced concrete pipe (RCP), with a twelve (12") inch minimum diameter. Storm sewers in rear yards and side yards may be high-density polyethylene (H.D.P.E.) of a manufacturer and design, to be approved by the City of Yorkville. All roadways will have a system of inlets/catch basins, tied directly to the storm sewer. These storm water collection locations will be on both sides of the street, with a maximum longitudinal flow interval of 300 feet. All such collection points will be an inlet except the last structure before entering a storm sewer main shall be a catch basin with a two-foot sump. Catch basins or open-lid structures shall not be located over the sewer main. All backfill is to be a CA7 aggregate. All storm sewer roadway crossings from structure to structure must be backfilled with CA7 aggregate and completely encapsulated in an approved drainage fabric. In this manner, the curb subgrade, the storm crossings, and the inlets and catch basins create a roadway underdrain system for longer roadway life.

The City may require that storm sewers be constructed along the centerline of individual roadways at certain locations. Those locations shall normally be limited to within 100 feet of the lowest sag vertical curve of a roadway. Where these locations occur within a horizontal curve of the roadway, storm manholes shall be placed at the centerline of individual roadways.

If subgrade conditions are excessively sensitive to moisture or other special conditions, a capped, perforated, plastic underdrain may be required under the curb and gutter. All storm water conduits 12" diameter and larger shall be internally televised in color just prior to City acceptance, and shall be free of defects, sags, dirt, and debris. All non-RCP storm sewers shall also be mandrel tested (similar to sanitary sewer testing) just prior to City acceptance. All parking lots shall be drained internally, and directed by pipe to the storm sewer. Storm sewers shall extend to the limits of the development with proper sizing, as approved by the City Engineer, based upon current and future runoff conditions, to pick up and safely carry through the development any and all upstream bypass flows.

All new homes with basements or crawl spaces shall have a direct, underground conduit to the storm sewer system. Fill-in lots in areas with no storm sewer within 500 feet shall not be required to have this direct connection. Minimum depth of cover for these lines shall be 30 inches. All discharges shall have an approved automatic diverter calve immediately outside the house and a check valve inside the house. Multiple collection lines of four inch and six inch HD PVC will be allowed by an approved design. Terminal and junction points shall be at two-foot diameter precast concrete inlets with open-lid castings. The pipe from the house shall be a 2" minimum HD PVC with cemented joints. The connection to the storm sewer shall be through a neat, tight fitting, bored hole into the concrete pipe. After insertion of the sump pump discharge pipe into the concrete storm sewer pipe, the joint shall be sealed with hydraulic cement. In no case shall the sump pump discharge pipe extend beyond the inner surface of the concrete storm sewer pipe. Connections, however, shall be into a structure wherever practical.

Individual storm sewer services shall not be required in areas of the development where soil and ground water conditions indicate that sump pumps would run very infrequently. If the developer does not wish to install storm sewer services, he shall perform soil borings at regular intervals (300' to 400' grid typical) during the Final Plan preparation stage, to determine soil types and ground water elevations. Boring locations are subject to approval by the City. Each boring shall extend at least 20 feet below existing ground elevations and be referenced to the development benchmarks. If the boring logs show granular soil and also show ground water elevations at least five (5') feet below planned basement floor elevations, then individual storm sewer services shall not be required in that area of the development. During excavation of every basement in that area, the developer shall verify (with City representative present) that the granular soil and deep ground water conditions exist. If either condition is found not to exist at a building location, the developer shall construct a storm sewer service to that building, in conformance with these Standard Specifications.

The design of the storm water collection system shall be for a ten (10) year storm, running just full. The only exception to this is where the receiving storm water system has less capacity and here the new system of conduits shall be designed for a five (5) year event, running just full. The minimum velocity shall be 2.5 fps and the maximum shall be 8 fps. The storm sewer pipe shall have a minimum cover of three (3') feet. Storm sewer manholes shall be five (5') feet internal diameter, constructed of reinforced concrete, and shall be placed at a maximum spacing of 500 feet. Storm sewer manholes may be four (4') feet internal diameter when the largest sewer entering/leaving the manhole is 18" diameter, and the orientation of sewers connecting to the manhole is such that there is at least 12" of precast wall between the openings provided for sewers. The use of adjusting rings is limited in height to eight (8") inches. Inlet and/or catch basin frames and grates shall be Neenah No. 3015, East Jordan No. 7010, or approved equal. Whenever possible, castings for curb drains shall have a fish logo to discourage dumping of oils, pesticides, and other inappropriate items into the storm sewer system.

Where a continuous grade is carried across an inlet or catch basin casting, the open-vaned cover shall be used, Neenah No. R-32868V, East Jordan No. EV-7520, or approved equal. All manhole castings shall be Neenah No. R-1030, East Jordan No. 105123, and Type B cover, or approved equal. All type B covers shall have "City of Yorkville" and "Storm" cast into the top, and shall be concealed pickhole type. All sections of the manholes shall be completely sealed and butyl rope, including the casting. Manholes shall no be allowed in the pavement, curb, gutter, or sidewalk. All flared end sections 15" or larger shall have grates.

In Estate residential developments, a ditch shall be required on both sides of the street, and shall have a minimum profile slope of one (1%) percent (side slope 4:1 on the street side, and 3:1 on the lot side).

For developments ten acres in size or larger, the developer may use computer-based methods to determine stormwater storage volumes. The specific method and parameters used in employing the method shall be subject to the approval of the City Engineer.

For developments less than ten acres in size, the storm water storage system shall be designed utilizing a Modified Rational Method, as described below:

1. Q = (Cm) iA, where a run-off co-efficient or Ca is calculated for the site based upon actual proposed surface coverage. Cm then equals 1.25 times Ca.

2. The following run-off co-efficient shall be utilized as minimums:

Surface	C
Grass	.50
Asphalt/Concrete	.98
Roof	1.00
Detention	1.00

3. The maximum release at the designated 100-year level is 0.15 cfs/acre. The City Engineer shall reduce this allowable release rate where the downstream accepting system is experiencing drainage problems such as the Elizabeth Street swale where all receiving discharges are limited to 0.10 cfs/acre. The outlet structure design shall address the two-year (0.04 cfs/acre) and the 25-year (0.08 cfs/acre) storm control, in addition to the 100-year event.

4. When depressional compensatory storage is provided by increasing the volume of a stormwater detention basin, the maximum allowable release rates of the basin shall be reduced, as directed by the City of Yorkville to approximate the pre-development release of the depressional area, and realize the full storage potential of the enlarged basin.

5. The minimum size restrictor shall be a four-inch by twelve-inch long HD PVC pipe. The design must be designed for easy maintenance and cleaning during a storm event. The discharge shall be directly to a downstream storm sewer if one is available within a reasonable distance. If not, the discharge will be to the surface, with approved energy dissipation and downstream erosion protection.

6. The rainfall intensities to be utilized are those established by the Illinois State Water Survey's Bulletin #70, as amended for the specific City of Yorkville area. In designating the required storm water storage volumes, the maximum value calculated using the various events should be utilized. See Figure 3 for a sample calculation.

7. The storm water storage areas must have containment for twelve inches of additional storm water storage, with an approved calculated overflow area at six inches above calculated 100-year elevation. This overflow shall have an erosion concrete curtain wall, with a minimum thickness of 8 inches, a minimum depth of three feet below grade, and a length to extend a minimum of four feet beyond the limits of the overflow on either end. This wall is not to be formed, but is to be trenched or excavated into natural soil, or into the compacted fill, and is to be finished flush to the ground.

8. Storm water storage areas shall be covered by an easement, including access thereto, such that should the owner not maintain said area as necessary, the City can cause such corrections and bill the owner, including any and all administrative costs.

9. The engineering plans shall have a full sheet dedicated to the soil erosion and sedimentation control requirements for the development, including silt fencing, straw bales, drainage fabric, etc. Failure to properly maintain this system may result in major storm sewer cleaning within the site and in the offset storm system. The City reserves the right to place a hold on all building permits and inspections if the soil erosion and sedimentation control plan is not properly maintained. Keeping the streets clean is part of this plan, and failure to do so will result in these actions. The developer shall establish a Street Cleaning deposit with the City of Yorkville, in the amount of $5000.00. If the streets are not cleaned within 48 hours of a written request by the Director of Public Works, the City shall have the streets cleaned, and subtract that cost from the deposit. The developer shall replenish the deposit to the full amount if it falls to less than $1000.00. The Yorkville City Council shall return any unused portion of the deposit to the developer upon acceptance of the streets.

10. The developer shall establish basins onsite where concrete ready-mix trucks must wash out after delivering their load. Signs shall be posted at each entrance to the development to warn truck drivers of the requirement to wash out at specific sites, and notify them of the fine for non-compliance (up to $100.00 for each offense). Each entrance sign shall include a simplified map of the development, to show the locations of the washout basins in the development. A sign shall also be posted at each washout basin, to identify the site. The developer shall maintain all signs, basins, and appurtenances in good condition until the City accepts the public improvements.

    Washout basins shall be located outside of the public right-of-way, parks, and all public utility easements. They shall be located in relatively low-traffic areas, and be at least fifty- (50') feet from storm drains, open drainage facilities, and watercourses, unless approved otherwise by the City Engineer. Basins shall have a minimum twelve (12") inch thick CA-3 aggregate approach of sufficient width over a woven geotextile fabric, to reduce tracking of mud onto roadways. The washout area shall be contained by an earthen berm, and be at least ten (10') wide by ten (10') long. The maximum depth of a washout basin shall be three feet. When the volume of a washout basin is 75% full, the developer shall remove the hardened concrete and transport it to a legal landfill. Burying waste concrete onsite shall not be permitted.

    The developer shall incorporate the items necessary to comply with this requirement, as well as provisions for maintenance, onto the erosion and sediment control plan sheet. All signage, washout basins, and appurtenances shall be in place before the first building permit is issued.

11. The engineering plans shall have one or more full sheets dedicated to the Final Grading of the entire site. The minimum grade for all grass areas shall be two (2%) percent, except that swale areas may be at one (1%) percent if it is over an approved, piped underdrain. Slopes shall be shown with arrows at all locations from all break points. A grading plan on an 8-1/2" x 11" paper for the actual building must be submitted for each building permit submitted, and will become a part of the building permit. All top of foundation elevations will be a minimum of two (2') feet, and a maximum of three (3') feet above the street centerline elevation, measured at the center of the lot in question, unless the City Engineer directs otherwise, based on site-specific conditions. Drives must be at a minimum slope of two (2%) percent, and maximum slope of eight (8%) percent towards the curb flow line from the garage. When the forms for the foundation are ready to pour, a top of foundation elevation and location certification of a registered surveyor or engineer, as approved by the building inspector, is required prior to pouring the concrete into the forms. The tolerance here is 0.15 feet lower and 0.5 feet higher, and behind all applicable setback and easement lines.

12. Requests for an occupancy permit must include an as-built grading plan, signed and sealed by a registered land surveyor, showing the original, approved grades and slopes, along with the actual grades, just prior to the occupancy permit request. The actual grades must fall within a tolerance of 0.15 feet in order to receive an occupancy permit. Top soiling and seeding or sodding, if applicable, must be in place prior to the final grading plan. All City-incurred costs of reviewing these grading plans shall be the responsibility of the developer. Note that specific building codes, ordinances, and permitting procedures, which may be established by the United City of Yorkville, shall supersede these requirements.

13. General grading and landscaping of the storm water areas shall be designated according to the Park Development Standards, Landscape Ordinance, and these Standard Specifications. The City may require that storm water detention and retention facilities, as well as grading, landscaping, and stormwater collection systems, incorporate currently acknowledged Best Management Practices to improve storm water quality. These may include, but are not limited to, naturalized detention basins, bio-swales, low impact design standards, perforated storm sewer, designs that reduce the degree of connected impervious areas, designs that encourage infiltration of stormwater, etc.

    Wet ponds shall have a maximum allowable depth of two feet between the normal water level and the high water level corresponding to the Ten-Year Frequency Storm. The City may require wetland-type plantings and appropriate grading around the perimeter of wet ponds.

    The developer shall provide a soil report, prepared by a licensed professional engineer, to determine whether or not lake lining will be required. Vertical or nearly vertical edge treatment will require an approved method, allowing a child to easily climb out of the water.

    Storm sewers discharging to a stormwater basin shall be designed such that the sewer invert at the discharge point is no lower than 6" below the normal water level of the basin, and the top of sewer is no lower than the ten-year high water level of the basin.

14. Storm water storage basins shall operate independently of any watercourse or water body receiving the discharge from the basins. Bypass flows from upstream areas should bypass the storm water storage facility, where practical. The entire development shall be examined under the premise that all storm sewers are blocked and full when a 100-year event occurs, and the development can pass these flows without flooding homes. All overflows are to be contained within the right-of-way, or where absolutely necessary, through special drainage easements. All buildings shall have the lowest water entry a minimum of 18 inches above the elevations determined for this bypass situation.

15. Storm water detention shall not be required under the conditions listed below. The City reserves the right to require detention on any parcel of land if special circumstances exist, and to require that sewer be constructed as necessary, to carry away the storm water.

    a) Proposed development or re-development of the existing lots zoned single-family detached, or duplex residential, less than 2.5 acres in gross area.

    b) Proposed development or re-development of existing lots zoned other than single-family detached or duplex residential, that are less than 1.25 acres in gross area.

WATER SYSTEM

1. All water mains shall be Class 52 ductile iron pipe, conforming to the latest specification requirements of ANSI A21.5.1. Mains shall be cement lined, in accordance with ANSI A21.4. Fittings shall conform to ANSI 21.10. Gate valves shall be resilient wedge type, conforming to the latest revised requirements of AWWA specification C509. All water mains are to be polyethylene wrapped. Main line valves 10" diameter and larger are to be installed in a vault. Smaller main-line valves shall either be installed in a vault, or have a Trench Adapter valve box, similar to those used at fire hydrants. No vaults or valve boxes shall be in the pavement or sidewalk.

2. Water services up to 3" diameter shall be type "K" copper, conforming to the latest revised specification requirement of ASTM B88. Minimum size for residential units shall be one inch in diameter. Corporation stops shall be McDonald No. 4701, Mueller H-15000, or Ford F-600. Curb stops shall be McDonald No. 6104, Mueller H-15154, or Ford B22-333m, with Minneapolis patter B-boxes, similar to McDonald N.5614 or Mueller H-10300.

3. Minneapolis type B-boxes shall be installed in the right-of-way, but not in the sidewalk or driveway.

4. Fire hydrants shall be one of the following:

    1. Clow F-2545 (Medallion)
    2. Mueller A-423 Super Centurian
    3. Waterous WB-67-250

    Hydrants shall have a 5-1/4" main valve assembly, one 4-1/2" pumper nozzle, and two 2-1/2" hose nozzles, with national standard threads, a national standard operating nut, and above ground break flange. The installation of the hydrant shall conform to AWWA 600 standards. Auxiliary valve boxes shall either be Trench Adapter Model Six by American Flow Control, Clow F-2546 with F-2493 cover, or approved equal. For valve boxes other than those by American Flow Control, the box shall be attached to the hydrant barrel with grip arms, as manufactured by BLR Enterprises, or approved equal.

5. Inspections and Installation: All water mains shall be designed and installed in accordance with the Standard Specifications for Water Mains in Illinois. Upon completion, water mains shall be subjected to hydrostatic pressure test of 150-psi average for up to 4 hours. Allowable recovery shall conform to the Standard Specifications for Water & Sewer Main Construction in Illinois. The water operator in charge or person authorized by the water operator in charge shall be present during all testing. The developer shall use the pressure gauge supplied by the City for the test.

6. New water main shall be disinfected in accordance with AWWA standard C601. Water will be tested to assure that 50 mg/l of CL2 is in disinfected water. Sampling shall be taken by water operator in charge or persons authorized by the water in charge. Water must pass two consecutive days of sampling tests by a state approved lab.

7. Water mains shall be minimum eight inches internal diameter, with a cover of five feet, six inches below finished grade. Watermain stubs to hydrants shall be at least six inches internal diameter. City water mains and hydrants shall be placed of the North and West sides of the streets, unless approved otherwise the City Engineer. Valves shall be installed each second consecutive hydrant, at intersecting lines, and other locations as required, such that a minimum number of services will be affected during a main isolation.

Fire hydrants shall be installed throughout the subdivision at each intersection and at intervals not exceeding the requirements of two fire hydrants serving any point of any building, or 300 feet along the roadway, whichever is more stringent. Special conditions may dictate a closer spacing, as approved. Fire hydrants shall be located on the property line, except at corners, and shall be set two feet minimum and three feet maximum from the curb back to the face of the pumper nozzle. Where there is no curb and gutter, the face of the pumper nozzle shall be between 18 inches to 20 inches above finished grade line (sidewalk to curb).

Base elbow of hydrant shall be properly thrust blocked, and shall be provided with clean, washed CA7 aggregate and polyethylene covering. All hydrants and any adjustment fittings shall receive one field coat of red paint, as recommended by the manufacturer, prior to final acceptance.

8. All tees, bends, fire hydrants, and valves shall be adequately blocked with pre-cast blocks and poured in place thrust blocking against undisturbed earth.

9. Services shall be equipped with corporation stop, curb stop, and buffalo box. The buffalo box shall be set in the parkway, on the centerline of the property, approximately centered between the back of sidewalk and the adjacent right-of-way line. Service trenches beneath or within two feet of proposed driveways, sidewalks, or other pavements shall be backfilled full-depth with aggregate. Except as permitted below, the underground water service pipe and the building drain, or building sewer, shall be not less than ten feet apart horizontally, and shall be separated by undisturbed or compacted earth. The water service pipe may be placed in the same trench with the building drain and building sewer if the conditions listed below are met:

    A. Local conditions prevent a lateral separation of ten feet;
    B. The bottom of the water service pipe at all points shall be at least 18 inches above the top of the sewer line at its highest point. All water and sewer services must be inspected an approved by the building inspector prior to backfilling.
    C. The water service pipe shall be placed on a solid shelf, excavated at one side of the common trench, and shall have no joints from the buffalo box to the water meter inside the house; and
    D. The material and joints of sewer and water service pipe shall be installed in such a manner, and shall posses the necessary strength and durability to prevent the escape of solids, liquids, and gasses there from under all known adverse conditions, such as corrosion, strains due to temperature changes, settlement, vibrations, and superimposed loads.

10. Depth of bury shall be 5'6" below finish grade. No joints will be allowed between the corporation stop and the curb stop.

11. All watermain shall be looped and double fed, and shall be extended to the far limits of the development, and in size appropriate for future development, as directed by the City Engineer. Recapture and over-sizing may be applicable.

12. The developer shall reimburse the City of Yorkville for the cost of water to fill and test new watermains, and also for the cost of laboratory tests after chlorination. The water cost shall be at the bulk rate charged by the City of Yorkville at that time. The volume of water shall be calculated as the volume of two and one-half times the lengths and diameters of new watermains.

13. Watermain proposed to cross existing city streets shall be constructed by directional boring. Open-cut construction shall not be allowed without consent from the Public Works Director.

14. Connections to existing watermains shall employ line stops to minimize the disruption of service to existing residents.

SANITARY SEWER SYSTEM

A complete sanitary sewer system is required for all new development. The minimum internal size of sanitary sewer main shall be eight inches in diameter. The top of the sewer main shall be a minimum of three feet lower than the lowest floor elevation at all service connection locations, but not less than eight feet below finished grade, wherever possible. Should the sewers serving a particular development not be deep enough to serve the basement, as noted above, then overhead plumbing will be required. However, all levels of the building must be served by gravity, with only the below-grade levels being served by a pump unit. The City Engineer may require that certain buildings not have subgrade levels due to special situations.

The sanitary sewer shall be extended to the development's far extremes, as directed by the City Engineer, for proper and orderly growth. The city Engineer will also direct the sizing and grades for the sewer, so as to fit the overall plan for the City. The City strongly discourages the use of lift stations, but if the City Engineer approves the use of a public lift station, the following shall be required as a minimum:

A. The pumps shall be submersible, with a back up pump and well-designed wet well.

B. The station building shall be a brick structure with conventional-pitched roofing and paved access. The building shall comply with all International Building Code regulations, and shall be heated and ventilated. The subdivider shall follow normal building permit procedures, and pay the normal fees for construction of the lift station building.

C. The unit will be equipped with a back-up power source, utilizing natural gas as a fuel, and can operate on manual or fully automatic mode, complete with a variable exercise mode.

D. The motor control center shall have a solid-state duplex logic. Sewage level in the wet well shall be measured with a pressure transducer. A dial-out alarm system matching that currently in use in the City shall be provided.

E. The City Engineer must approve any and all lift stations, and may require other improvements.

F. There shall be good-quality noise control, and all electronic components shall be explosion-proof.

G. Force mains shall be sized to carry the initial, intermediate, and ultimate flow rates from the tributary area, at a velocity of between 3.0 and 6.0 feet per second. Material shall be watermain quality Ductile Iron with polyethylene encasement. Gate valves in vaults shall be constructed in the force main at intervals not exceeding 600 feet, to allow quick isolation in the event of a leak. Blow-off valves in vaults shall be constructed at high points in the force main, and shall discharge to sanitary sewers, where possible. Force mains shall be tested at 150-psi for two hours, similar to watermain testing.

H. The sub-divider shall maintain an inventory of each size and type fuse, relay, and other plug-in type devices used in the lift station motor control center, as recommended by the manufacturer. These items shall be housed in a wall mounted metal cabinet. The subdivider shall also supply a heavy-duty free standing metal shelf with not less than square feet of shelf space, and one (1) fire extinguisher rated for Type A, B, and C fires.

I. The sub-divider shall provide start-up training to the Public Works Department personnel, and shall provide three sets of Operations and Maintenance Manuals for all equipment at the lift station.

J. Underground conduit shall be heavy-wall PVC.

K. The exterior of the wet well shall be waterproofed. The City may require the wet well to have a minimum internal diameter of up to eight feet.

Sewer construction cannot start until the Illinois Environmental Pollution Agency (IEPA) has notified the City Engineer that approvals have been secured. Sanitary sewer pipe shall be PVC plastic pipe, with a minimum SDR 26. All pipe and fittings shall be pressure rated in accordance with ASTM D-2241 and ASTM D-3139 (per AWWA C-900) for sizes 6-15 inches. Solvent joints are not permitted.

All public sanitary sewers will be air and mandrel tested (7-point minimum) by the developer, at his expense, under the supervision of the City Engineer. One copy of the report shall be forwarded to the Yorkville-Bristol Sanitary District, and one report shall be forwarded to the City Engineer.

All testing will be done in conformance with the "Standard Specifications For Water and Sewer Main Construction in Illinois", current edition.

All public sanitary sewers shall be internally televised in color and recorded on videotape and written log by the developer, at his expense, under the supervision of the City Engineer, to ensure that the sewers are straight, unbroken, tight, and flawless. There must be good-quality lighting for a sharp and clear image of all sewer segments. Poor quality images will result in re-televising the system, at the developer's expense. The videotape must clearly mark the segment being televised through manhole numbering, and the image must clearly identify the footage as it progresses through the pipe. One copy of the complete videotapes and written log shall be forwarded to the Yorkville-Bristol Sanitary District, and one complete set shall be forwarded to the City Engineer.

All manholes will be required to be internally vacuum tested by the developer, at his expense, under the supervision of the Engineer. This test will check the integrity of the complete structure, from the invert to the casting, including all adjusting rings. One copy of the test results shall be forwarded to the Yorkville-Bristol Sanitary District, and one copy shall be forwarded to the City Engineer. Vacuum testing of each manhole shall be carried out immediately after assembly backfilling, and rough grading, and shall be witnessed and approved by the City Engineer. All lift holes shall be plugged with an approved non-shrinking grout. No grout will be placed in the horizontal joints before testing. All pipes entering the manhole shall be plugged, taking care to securely brace the plugs from being drawn into the manhole. The test head shall be placed at the inside of the top of the casting and the seal inflated in accordance with the manufacturer's recommendations. A vacuum of ten inches of mercury shall be drawn and the vacuum pump shut off. With the valve closed, the time shall be measured for the vacuum to drop to nine inches. The manhole shall pass if the time is greater than 60 seconds for a 48-inch diameter manhole, 75 seconds for a 60-inch manhole, and 90 seconds for a 72-inch manhole. All manhole castings shall be Neenah No. R-1030 frame, East Jordan No. 105123, and Type B cover, or approved equal.

If the manhole fails the initial test, necessary repairs shall be made with a non-shrink grout, while the vacuum is still being drawn. Retesting shall proceed until a satisfactory test result is obtained. If the rim of a sanitary manhole needs to be reset or adjusted after successful vacuum testing, but before the expiration oft eh one-year warranty period, it shall be sealed and adjusted properly in the presence of the City Engineer. Failure to do so will require the manhole to be vacuum tested again.

All manhole frames shall be Neenah No. R-1030, East Jordan No., 105123, or approved equal, with Type B covers. All Type B covers shall have "City of Yorkville" and "Sanitary" cast into the lid, and shall have concealed pick holes with a machined surface and watertight rubber gasket seals. All manhole segments, including the frame and adjusting rings, shall be set with butyl rope joint sealant. Manholes shall be minimum four-foot diameter, and shall not be located in pavement, curb, gutter, or sidewalk.

All sanitary sewer manholes shall be provided with approved cast in place rubber boots (flexible manhole sleeve), having a nominal wall thickness of 3/16" with a ribbed concrete configuration and with stainless steel binding straps, properly sized and installed for all conduits.

All manholes shall be reinforced precast concrete, and shall be located at intersections and spaced at a maximum interval of 300 feet, except that a closer spacing may be required for special conditions. The maximum allowable amount of adjusting rings shall be eight inches in height using as few rings as possible. All manholes shall be marked at the time of construction with a four-inch by four-inch hardwood post neatly installed vertically and with a minimum three-feet bury and a minimum four-foot exposed. The top one-foot of the post shall be neatly painted white.

Wells and septic systems are allowed in Estate-residential developments that are not within 250 feet of water and/or sewer service. When each lot is within 250 feet of water and/or service, that lot may maintain their septic and/or well only until failure of the septic or well. At that time the lot must, if within 250 feet of the sewer and/or water line hook-up to the sewer and/or water, as the case may be, connect to the City utilities at the lot owner's sole expense. After connection to the City Sanitary Sewer System, individual septic fields shall be abandoned by pumping out the tank, knocking in the cover, and filling with dirt or stone in accordance with Health Department regulations.

TRAFFIC STUDY

A traffic study may be required, and shall include:

1. Levels of service for existing conditions;
2. Levels of service for post-construction conditions;
3. All calculations shall be conducted according to the "Highway Capacity Manual";
4. Recommendations as to additional/limited access, additional lanes, signalization, etc.

If the City of Yorkville requires a traffic study for a development, that study will be contracted for by the City, and paid for by the developer. The developer shall establish a Traffic Study deposit with the City of Yorkville, in an amount to be determined by the City Engineer. The City shall return any unused portion of the deposit to the developer upon approval of a Final Plat or Site Plan.

If the land use plan of the development changes during the approval process, the developer may be required to make additional deposits to fund re-analysis and revisions to the Traffic Study.

The need or requirement for a traffic impact study shall be determined during the concept or preliminary planning stage of the proposed development. The developer/subdivider shall meet with City of Yorkville officials during one of these stages for the purpose of determining the traffic study requirements. When the City of Yorkville requires that a traffic study be prepared based upon the above, the study shall include, but not be limited to, addressing the following issues:

INTRODUCTION: A general description of the proposed development, including it's size, location, the political jurisdiction in which the site is located, the boundary limits of the study area, and any other information needed to aide in the review of the development's traffic impacts.

PROJECT DESCRIPTION: A description of the existing and proposed land uses of the development. If alternative land uses are being proposed, the highest trip generation uses shall be assigned for each land use.

SITE ACCESSIBILITY: A clear and concise description of the proposed ingress/egress points to the proposed development, including a sight distance analysis.

EXISTING EXTERNAL ROADWAY NETWORK: A description of the existing external roadway networking the vicinity of the proposed development, to include functional classification, primary traffic control devices, signalized intersections, roadway configurations, geometric features (curves and grades), lane usage, parking regulations, street lighting, driveways servicing sites across from or adjacent to the site, and right-of-way data. The area of influence shall be determined by the traffic generated from the site, the trip distribution of traffic, and the trip assignment of the traffic generated by the development over the surrounding area road network.

EXISTING AM, PM, & TOTAL DAILY TRAFFIC VOLUMES: Existing AM, PM, and total daily traffic volumes for access driveways (if existing), intersections, and the roadway network in the site vicinity shall be determined and displayed on a graphic(s) in the final report. To determine AM and PM existing traffic volumes, machine counts and/or manual counts shall be conducted during a three-hour period of the morning, between approximately 6:00 AM to 9:00 AM of an average or typical weekday, and also between approximately 3:00 PM to 6:00 PM, on an average or typical weekday. Peak hour counts may be required on Saturday and/or Sunday, depending on the proposed land use. All AM and PM peak hour counts shall be recorded and summarized in fifteen-minute increments, and be included in the Appendix of the final report. Manual counts shall include vehicle classifications, i.e. passenger cars, single-unit, multi-unit trucks and buses. Traffic counts shall show both entering and exiting traffic at the proposed access points (if existing), in addition to turning and through traffic movements at critical intersections.

TRIP GENERATION RATES AND VOLUMES: Trip generation rates and volumes for each type of proposed land use shall be determined for the AM and PM peak hours, and total daily volumes may be required on Saturday and/or Sunday, depending on the proposed land use. The trip generation rates shall be calculated from the latest data available contained in the Institute of Transportation Engineer's "Trip Generation Manual". If trip generation rates for a specific land use are not available from the "Trip Generation Manual", the United City of Yorkville shall approve the substitute rates.

SITE-GENERATED TRIP DISTRIBUTION & ASSIGNMENT: The most logically traveled routes in the vicinity of the development shall be used for trip distribution and assignment purposes. The directional distribution of site-generated traffic approaching and departing the development should be shown in both graphic and tabular form. All assumptions used in the determination of distribution and assignment shall be clearly stated.

EXISTING, PLUS SITE-GENERATED TRAFFIC VOLUMES: Existing, plus site-generated traffic volumes for the AM and PM peak hours, and total daily traffic for access drives, intersections, and the roadway network in the site vicinity shall be determined and displayed on a graphic(s) in the final report. Traffic volumes shall show both entering and exiting traffic at the proposed access points, in addition to turning and through traffic movements at critical intersections.

FUTURE TRAFFIC (EXISTING, PLUS SITE-GENERATED) VOLUMES: Future traffic (existing, plus site-generated traffic volumes) for the AM and PM peak hours, and the total daily traffic for access drives, intersections, and roadway network in the site vicinity shall be determined and displayed on a graphic(s) in the final report. Projected increases in the external (non site-related) roadway traffic must also be determined. The selection of a horizon year for which traffic operation conditions are to be characterized may be considered as the date full build-out and occupancy is achieved. If the project is a large multi-phased development in which several stages of development activity are planned, a number of horizon years may be required, that correspond to the bringing on line of major development phases. Horizon dates should be times to coincide with major stages of the overall project, or to coincide with increments of area transportation system improvements.

INTERSECTION CAPACITY ANALYSIS: Proposed access driveways and influenced intersections shall be subject to an existing, plus projected, capacity analysis. Projected traffic conditions shall include the effects of any committed developments within the influenced area. The existing and projected levels of service derived from the analysis shall be used to aid in the evaluation of design and operation alternatives of the access driveways and influenced intersections. The capacity analysis shall be in accordance with the techniques described in the most recent edition of the Transportation Research Board's "Highway Capacity Manual", Special Report 209.

SIGNALIZATION WARRANTS: If it is anticipated that the development's driveway(s) or existing external non-signalized intersections will satisfy signalization warrants, a warrant analysis shall be conducted, using the projected volumes determined from the trip generation. The results of such an analysis shall be tabulated in the traffic impact study.

CONCLUSIONS AND RECOMMENDATIONS: Clear and concise descriptions of the findings shall be presented in the final report. These findings shall include all recommended improvements for access facilities, internal roadways and intersections, and external roadway and intersection improvements.

DRIVEWAY AND PARKING LOT PAVING

ALL DRIVEWAYS AND PARKING LOTS SHALL BE PAVED AS PER THE FOLLOWING SPECIFICATIONS:

1. **ASPHALT:**

   A. RESIDENTIAL

   Two-inch I-11 bituminous concrete surface, over eight-inches (minimum) of compacted CA6 limestone or crushed gravel.

   B. COMMERCIAL/INDUSTRIAL

   Three-inch I-11 bituminous concrete surface, over ten-inches (minimum) of compacted CA6 limestone or crushed gravel.

2. **CONCRETE:**

   A. RESIDENTIAL

   Six-inch Class X, over six-inches (minimum) of compacted CA6 limestone or crushed gravel.

   B. COMMERCIAL/INDUSTRIAL

   Eight-inch Class X, over eight-inches of compacted CA6 limestone or crushed gravel.

3. **PAVING BRICK:**

   A. RESIDENTIAL

   Paving brick over one inch of sand and eight inches of compacted CA6 limestone or crushed gravel.

4. **SEALCOAT:**

   A. COMMERCIAL/INDUSTRIAL

   An A3 seal coat, as defined by the IDOT's Standard Specifications for Road and Bridge Construction, may be allowed on areas behind the building, when used as a temporary surface, not to exceed three years, after which it must be paved to the above specifications. The same base should be ten inches (minimum) of compacted CA6 limestone or crushed gravel.

This Resolution shall be in full force and effect form and after its due passage, approval, and publication, as provided by law.

Passed and approved by the Mayor of the United City of Yorkville, Kendall County, Illinois,

This 12 day of October, 2004.

Mayor

Passed and approved by the City Council of the United City of Yorkville, Kendall County, Illinois,

This 12 day of October, 2004.

ATTEST:

City Clerk

SEAL

RICHARD STICKA	Yes	WANDA OHARE	Yes
VALERIE BURD	Yes	LARRY KOT	Yes
MARTY MUNNS	Yes	PAUL JAMES	Yes
JOE BESCO	Yes	ROSE SPEARS	Yes

FIGURE 2

Street	Minimum Right-of-Way Width	Minimum Roadway Width	Minimum radius to Centerline of Horizontal Curves	Minimum Length of Vertical Curves	Tangent between Reverse Curves	Maximum Gradient	Minimum Gradient	Clear Sight Distance
Expressways	200 ft		1000 ft	30x*	200 ft	5%	0.50%	500 ft
Local Expressways	100 ft		1000 ft	30x*	200 ft	5%	0.50%	500 ft
Collector, Major	80-100 ft	51 ft	1000 ft	30x*	200 ft	5%	0.50%	500 ft
Collector, Minor	70 ft	34 ft	400 ft	30x*	200 ft	5%	0.50%	400 ft
Local, Minor for Row houses & Apts	66 ft	30 ft	150 ft	15x*	100 ft	8%	0.50%	200 ft
Minor, for Single Family Residence	66 ft	30 ft	100 ft	15x*	100 ft	8%	0.50%	200 ft
Cul-de-Sac Street **	66 ft	30 ft	100 ft	15x*	100 ft	6%	0.50%	200 ft
Turn-around Diameter	130 ft	100 ft						
Length (Maximum)	600 ft ***							
Business & Industrial Districts	80-100 ft	39 ft	500 ft	30x*	200 ft	5%	0.50%	500 ft

* x = algebraic difference in rules of = grade. Where x is less than 3, then 3 shall be substituted for the actual value.

** See definitions.

*** The maximum length of a cul-de-sac shall be measured along its center line, between the center line of an intersection through street and the maximum extent of the turn-around right-of-way.

Minor Collector streets shall not have intersecting streets or drives any closer than 200 feet apart. Major Collector streets shall not have intersecting streets or drives any closer than 400 feet apart.

FIGURE NO. 3

DETENTION POND VOLUME CALCULATIONS, CONTINUED

2- Year Detention Pond Volume

Subdivision Name: Sample For Standard Specifications Date:

Duration (Hour)	Intensity (In/hr)	Runoff (CFS)	Storage Rate (CFS)	Required Volume (acre-ft)
0.250	3.28	14.268	14.108	0.291
0.500	2.24	9.744	9.584	0.396
1.000	1.43	6.221	6.061	0.501
2.000	0.90	3.915	3.755	0.621
3.000	0.65	2.828	2.668	0.661
4.000	0.53	2.306	2.146	0.709
5.000	0.44	1.914	1.754	0.725
6.000	0.38	1.653	1.493	0.740
8.000	0.31	1.349	1.189	0.786
10.000	0.26	1.131	0.971	0.802
12.000	0.22	0.957	0.797	0.790
15.000	0.18	0.783	0.623	0.772
18.000	0.16	0.696	0.536	0.797
21.000	0.14	0.609	0.449	0.779
24.000	0.13	0.566	0.406	0.804

Composite "C" factor determination

Type of Area	Acres	"C" Factor	CxA
Grass	1.000	0.500	0.500
Pavement	1.000	0.980	0.980
Wet/Green Detention	1.000	1.000	1.000
Rooftop	1.000	1.000	1.000
TOTALS	4.000		3.480
"C" =	0.870		
Cm =1.25 x C=	1.088		

Allowable Run-off = 0.04 cfs/acre

Allowable Run-off = 0.16 cfs

Required detention volume = 0.804 acre-feet

FIGURE NO. 3

DETENTION POND VOLUME CALCULATIONS, CONTINUED

25- Year Detention Pond Volume

Subdivision Name: Sample For Standard Specifications Date:

Duration (Hour)	Intensity (In/hr)	Runoff (CFS)	Storage Rate (CFS)	Required Volume (acre-ft)
0.250	5.96	25.926	25.606	0.529
0.500	4.08	17.748	17.428	0.720
1.000	2.59	11.267	10.947	0.905
2.000	1.63	7.091	6.771	1.119
3.000	1.18	5.133	4.813	1.193
4.000	0.97	4.220	3.900	1.289
5.000	0.82	3.567	3.247	1.342
6.000	0.69	3.002	2.682	1.330
8.000	0.56	2.436	2.116	1.399
10.000	0.46	2.001	1.681	1.389
12.000	0.40	1.740	1.420	1.408
15.000	0.33	1.436	1.116	1.383
18.000	0.28	1.218	0.898	1.336
21.000	0.25	1.088	0.768	1.332
24.000	0.23	1.001	0.681	1.350

Composite "C" factor determination

Type of Area	Acres	"C" Factor	CxA
Grass	1.000	0.500	0.500
Pavement	1.000	0.980	0.980
Wet/Green Detention	1.000	1.000	1.000
Rooftop	1.000	1.000	1.000
TOTALS	4.000		3.480
"C" =	0.870		
Cm =1.25 x C=	1.088		

Allowable Run-off = 0.08 cfs/acre

Allowable Run-off = 0.32 cfs

Required detention volume = 1.408 acre-feet

FIGURE NO. 3

DETENTION POND VOLUME CALCULATIONS

100- Year Detention Pond Volume

Subdivision Name: Sample for Standard Specifications Date:

Duration (Hour)	Intensity (In/hr)	Runoff (CFS)	Storage Rate (CFS)	Required Volume (acre-ft)
0.250	8.20	35.670	35.070	0.725
0.500	5.60	24.360	23.760	0.982
1.000	3.56	15.486	14.886	1.230
2.000	2.24	9.744	9.144	1.511
3.000	1.62	7.047	6.447	1.598
4.000	1.30	5.655	5.055	1.671
5.000	1.10	4.785	4.185	1.729
6.000	0.95	4.133	3.533	1.752
8.000	0.77	3.350	2.750	1.818
10.000	0.64	2.784	2.184	1.805
12.000	0.55	2.393	1.793	1.778
15.000	0.46	2.001	1.401	1.737
18.000	0.39	1.697	1.097	1.631
21.000	0.35	1.523	0.923	1.601
24.000	0.32	1.392	0.792	1.571

Composite "C" factor determination

Type of Area	Square Feet	Acres	"C" Factor	CxA
Grass	43560	1.000	0.500	0.500
Pavement	43560	1.000	0.980	0.980
Wet/Green Detention	43560	1.000	1.000	1.000
Rooftop	43560	1.000	1.000	1.000
TOTALS	174240	4.000		3.480

"C" = 0.870

Cm =1.25 x C= 1.088

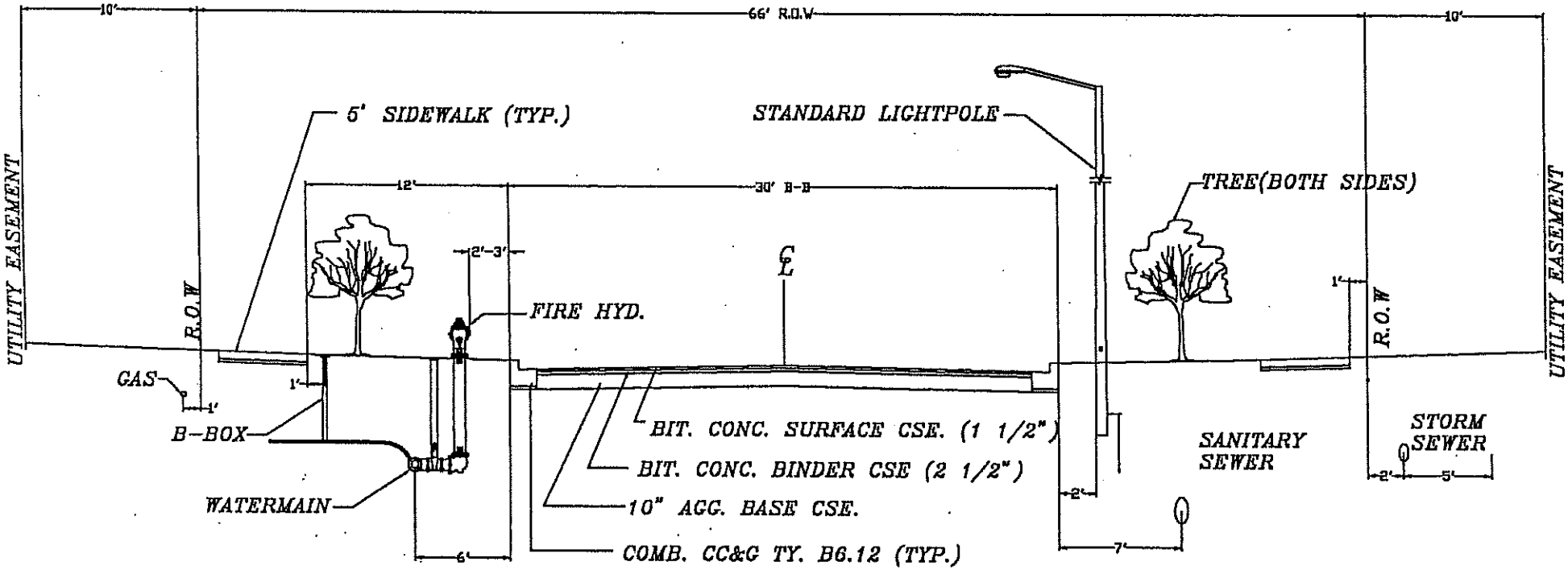
Allowable Run-off = 0.15 cfs/acre

Allowable Run-off = 0.60 cfs

Required detention volume = 1.818 acre-feet

FIGURE 4

THE UNITED CITY OF YORKVILLE



* NOTE: PAVEMENT FABRIC SHALL BE PLACED BENEATH AGGREGATE BASE IN NON-GRANULAR SUBGRADE AREAS.

TYPICAL LOCAL RESIDENTIAL STREET X-SECTION

NOT TO SCALE

FIGURE NO. 5

CHECK LIST FOR PRELIMINARY PLANS

SECTION 1: WRITTEN DOCUMENTS

	Not Applicable	Acceptable	Deficient
1. A land use application containing the following:			
A. A statement of planning objectives to be achieved by the plan	____	____	____
B. A time schedule of the proposed development of the area covered by such preliminary plan	____	____	____
C. Exceptions or variations to City Zoning or Subdivision Ordinances being requested as part of the plan, including the specific section of the Ordinance.	____	____	____
2. A boundary survey of the area covered by such preliminary plan, prepared and certified by a registered Illinois surveyor.	____	____	____

SECTION 2: GENERAL PLAN INFORMATION

1. A rendered outline of the area covered by such preliminary plan drawn at a scale of not less than 1 inch equals 100 feet.	____	____	____
2. The plan must contain the following information:			
A. Scale	____	____	____
B. North Arrow	____	____	____
C. Original and Revised dates	____	____	____
D. Name and address of owner of record	____	____	____
E. Name and address of site plan designer	____	____	____
F. Current zoning of the property	____	____	____
G. All categories of proposed land use	____	____	____
3. The following information regarding contiguous property:			
A. Location of contiguous property	____	____	____
B. Zoning of contiguous property	____	____	____
C. Land use of contiguous property	____	____	____
4. The following site data provided in the lower right corner:			
A. Size of property in square feet or acres	____	____	____
B. Square footage and percent of site coverage with buildings	____	____	____
C. Square footage and percent of site coverage with pavement	____	____	____
D. Number of parking spaces to be provided	____	____	____
E. Number of parking spaces required by zoning ordinance	____	____	____
F. Number of proposed buildings/dwelling units/lots	____	____	____

SECTION 3: PLAN DATA REQUIREMENTS

1. A site location map.
2. Dimensions of the property.
3. A topographical survey of the area covered by such preliminary plan at two-foot contour intervals drawn at not less than one inch equals one hundred feet.
4. A detailed plan for the treatment of any proposed stormwater detention or retention facilities.
5. Existing or proposed public roads, streets, and alleys, including classifications, width of right-of-way and paved surfaces, and existing and proposed sidewalks.
6. Dimensioned building setbacks, and as applicable; areas for off-street parking, trucking maneuvering and service, and open space/recreational facilities.
7. A schematic of existing or proposed public utility systems, including the size of sanitary sewers, storm water lines, & streetlights. Existing vegetation and plantings.
9. Any other information required by the City, to clearly show the proposed site plan elements.

FIGURE NO. 6

CHECK LIST FOR FINAL PLANS

SECTION 1: WRITTEN DOCUMENTS

	Not Applicable	Acceptable	Deficient
1. A land use application containing the following:			
A. A statement of planning objectives to be achieved by the plan.	_____	_____	_____
B. A development schedule, indicating the approximate dates for construction of the Final Plan.	_____	_____	_____
C. Petitioners proposed covenants, restrictions, and conditions to be established as part of the Final Plan.	_____	_____	_____
D. Exceptions or variations to City Zoning or Subdivision Ordinances being requested as part of the Final Plan, including the specifics of the Ordinance.	_____	_____	_____

SECTION 2: GENERAL PLAN INFORMATION

1. Must be drawn to accurate engineering scale.			
2. Must contain the following information:			
A. Scale	_____	_____	_____
B. North Arrow	_____	_____	_____
C. Original and Revised dates	_____	_____	_____
D. Name and address of owner of record	_____	_____	_____
E. Name and address of site plan designer	_____	_____	_____
3. The following information regarding contiguous property:			
A. Location of contiguous property	_____	_____	_____
B. Zoning of contiguous property	_____	_____	_____
C. Land use of contiguous property	_____	_____	_____
4. Site data to be provided in lower right hand corner:			
A. Legal Description	_____	_____	_____
B. Size of property in square feet and acres	_____	_____	_____
C. Current Zoning	_____	_____	_____
D. Square footage & percent of site coverage with buildings	_____	_____	_____
E. Square footage & percent of site coverage with pavement	_____	_____	_____
F. Square footage & percent of site coverage with landscaping	_____	_____	_____
G. Number of parking spaces required by zoning ordinance	_____	_____	_____
H. Number of parking spaces to be provided	_____	_____	_____
I. Number of buildings	_____	_____	_____
J. Number of dwelling units	_____	_____	_____
K. Breakdown of dwelling unit bedroom types	_____	_____	_____
5. Landscape data to be provided in lower left hand corner:			
A. Number of plantings by type	_____	_____	_____
B. Size of plantings at installation	_____	_____	_____
C. On-center spacing for hedges (Should be 3 feet apart)	_____	_____	_____
D. Caliper size of all trees at installation	_____	_____	_____

FIGURE NO. 6

CHECK LIST FOR FINAL PLANS, CONTINUED

SECTION 3: PLAN DATA REQUIREMENTS

1. Dimensions of property.
2. Existing and proposed public and private streets, right-of-ways, driveways, all principal and accessory buildings and their uses, dimensioned building setbacks, lot sizes, sidewalks, off-street parking, service areas, open spaces, and recreation facilities.
3. Preliminary architectural plans for all residential buildings, in sufficient detail to show basic building plan.
4. The existing and proposed vehicular and pedestrian circulation systems, indicating their inter-relationship and proposed treatments of points of conflict.
5. Existing and proposed utility systems, including sanitary sewers, water, electric, gas, telephone, and cable television lines, including their sizes.
6. Proposed public and private lighting systems.
7. Existing and proposed easements for utility services.
8. Proposed signage, indicating location and size.
9. Existing vegetation and plantings.
10. Proposed berming and fencing.
11. The location and size in acres or square feet of all areas to be conveyed, dedicated, or reserved as common open space, public parks, recreational areas, school sites, and similar semi-public uses.
12. Any other information necessary to clearly show the proposed site plan elements.

APPROVED BY
CITY COUNCIL
ON July 22, 2003

UNITED CITY OF YORKVILLE
PARK AND RECREATION DEPARTMENT

PARKS DEPARTMENT

PARK DEVELOPMENT STANDARDS

June 1, 2003

TABLE OF CONTENTS

1. DEFINITIONS 4

2. OPEN SPACE SYSTEM AND GUIDELINES 5

2.1. CATEGORIES OF OPEN SPACE 5

2.2. LAND / CASH DEDICATION ORDINANCES 7
2.2.1. Areas of NO Credit 7
2.2.2. Full or Partial Credit 8

2.3. PARK DEVELOPMENT TIMELINE and PROCEDURES 8

3. NEIGHBORHOOD PARK IMPROVEMENT STANDARDS 9

3.1. Park Design – Neighborhood park 9

3.2. Timing of Dedication and Acceptance 9

3.3. Utilities 10

3.4. Topsoil 10
3.4.1. General 10
3.4.2. Stockpiling 10

3.5. Grading / Filling 10
3.5.1. Slopes 10
3.5.2. Filling / Borrow 10
3.5.3. Environmental Precautions / Assessment 11

3.6. Detention / Retention Basins - Stormwater Management 11
3.6.1. General: 11
3.6.2. Retention Basins (Wet Ponds) 11
3.6.3. Detention Basins (Dry Ponds) 12
3.6.4. Inlet and grate design 15

3.7. Greenways /Wetlands / Floodplain areas 15

3.8. Conservation and Protected Areas 15

3.9. Turf Grass 15
3.9.1. Mulching 15

3.10. Existing Vegetation, new plantings, and landscaping 16
3.10.1. Existing Vegetation 16
3.10.2. New Landscape Material - Planting Standards 16

3.11. Pathways and Trails on Public Property 20

3.12. Playgrounds / Park Improvements 22

3.13. Maintenance Standards (By Developer) **23**
3.13.1. Escrows (Under Legal Consideration) 23
3.13.2. General 23
3.13.3. Turf 23
3.13.4. Plantings 24
3.13.5. Mesic and Wet mesic areas 24
3.13.6. Playground and Site Improvements 26

1. DEFINITIONS

1. Standard Specifications: (SSRBC) Whenever reference is made to the "Standard Specifications" it shall be understood to mean the latest issue of the "Standard Specifications for Road and Bridge Construction" and subsequent revisions of the "Supplemental Specifications and Recurring Special Provisions" of the Illinois Department of Transportation.

2. Developer: Refers to and means the individual, corporation, co-partnership or other person or organization who or which has desires to bring a new subdivision or planned unit development within the corporate limits of the United City of Yorkville.

3. Americans with Disabilities Act: Refers to the federally mandated Act passed in 1990, and / or State Accessibility guidelines (Section 504), whichever may be more stringent.

4. Buffers: Areas designed to reduce the sound or visual impact on the neighboring community or houses. Buffers can be made by planting of bushes or a mixture of vegetation.

5. Conservation Natural area identified as having rare plant or animal species, or areas identified within the Parks Open Space Master Plan. This area may include or be identified as a fen, watershed or have historic value needing preservation.

6. Detention (Dry Ponds): Areas designed to hold storm water runoff for a determinate amount of time (typically 48 hours), then drain to a dry condition.

7. Flood Plain: That land adjacent to a body of water with ground surface elevations at or below the base flood or the 100 year frequency flood elevation. The floodplain is also known as the Special Flood Hazard Area (SFHA).

8. Private facilities and parks: Parks or facilities that are secluded from the general population; or owned and controlled by a person or group rather than the public or municipality.

9. Public Open Space: Any publicly owned open area, including but not limited to the following: parks, playgrounds, conservation, trails, greenways, etc.

10. Retention (Wet Ponds) : Areas designed to hold storm water and natural groundwater on a permanent basis. Retention areas are designed with normal and high water levels, and an overflow point for large storms.

11. Public Sidewalk That portion of street or crosswalk way, paved or otherwise surfaced, intended for pedestrian use only.

12. Trail way Is a paved path or connecting paths or walkways with the intent to allow pedestrians or bikes to traverse across the City.

13. Wetlands As defined by the Illinois Department of Natural Resources and/or US Army Corps of Engineers.

2. OPEN SPACE SYSTEM AND GUIDELINES

The Northeast Illinois Planning Commission states that: "Open space provides more than recreational opportunities; it is land that society needs to conserve as natural, cultural, historic, and agricultural resources. One of the most common misconceptions regarding open space and recreation is that the two terms are synonymous. A strong relationship does exist between open space and outdoor recreation but, in most cases, recreation is something separate and distinct from open space."

Therefore, a park is open space, but open space is not necessarily a park.

2.1. CATEGORIES OF OPEN SPACE

The National Park and Recreation Association (NRPA) has developed six categories of open space that the United City of Yorkville has simplified into three recognized categories. They are:

A. **ENVIRONMENTAL CAPACITY** - protects natural and or cultural resources from development.

B. **SHAPING CAPACITY** - provides relief from extensive urbanization and promote the integration of neighborhoods. City, county, state, and federal planning agencies usually define this land as "land that shapes a community and is reflected in greenbelts, county forest preserves, state, and national parks." This category is also reflected in local ordinances stipulating density formulas and open space requirements for subdivisions.

C. **RECREATIONAL CAPACITY** - provides space for single or multiple, active and passive recreation activities

The United City of Yorkville has determined that acquisition and development of land meeting the recreational and environmental requirements of its residents is its role in the fabric of the community. These functions are subdivided into both local and regional classifications. The Kendall County Forest Preserve provides these functions to the regional area. The Parks Department's responsibilities pertain to the local classifications, which are:

A. RECREATIONAL CAPACITY - Local Classifications

1. **Mini-Parks** – The mini-park is used to serve isolated or limited recreational needs. Mini-parks are often tot lots, created to serve a resident population too distant from a community park, or in an area with high density populations. The mini-park is approximately 1 acre in size. Development is usually limited, requiring no parking or extensive site work. Examples of mini-parks in Yorkville are Purcell Park, and Cobb Park.

2. **Neighborhood Parks** - The neighborhood park is sized between 2 to 15 acres. Is intended as a supplement to or substitute for a play lot where population density, geographic barriers or distance preclude easy access. Examples of such facilities include play apparatus areas for pre-school and elementary children, hard surface areas for hopscotch, shuffleboard, tetherball, four-square and court games for basketball, volleyball, badminton, etc., and open play areas for softball, football, soccer, and winter sports. The concept of development emphasizes spontaneous rather than higher organized play. The playground should be easily accessible to pedestrian use.

   Neighborhood parks may be combined with school sites. Although any classification of park can be combined with a school, the age of users makes it preferable that neighborhood parks and elementary schools are the most desirable combination.

Examples of neighborhood parks in Yorkville are Sleezer Park, Town Square and Prairie Park.

3. **Athletic Parks** – These are more commonly associated with Junior High Schools, where the advantage of multiple athletic fields for public as well as school use comes to play. The facilities should represent the functional needs of each agency, with the intent of satisfying one or more of the following requirements: (1) to avoid duplication of land and facilities unless existing facilities are over utilized: (2) coordination of services, and (3) to diminish capital expenditures and needs of each agency. Development should be similar to the neighborhood park.

4. **Community Parks** - The community park is sized between 7 and 40 acres, and development is intended for people of all ages. It is preferred; that the park be centrally located and serve at least four neighborhoods. Amenities found in a neighborhood park are included, supplemented by large open spaces for athletic games and organized sports. Internal walk patterns are desirable to connect the various functions, as well as providing pedestrian and bicycle paths. Adequate off-street parking should be provided in accordance with functions constructed. It should be accessible by motorized and non-motorized traffic. The classification may also serve as a neighborhood park facility for the area in which it is located.

5. **Sports Complex** - The sports complex is sized between 16 – 75 acres. It is developed to meet the needs of specific users groups and local athletic associations - for practice, team, and tournament play. These sites have adequate parking and are located on good traffic routes. They may also be located to take advantage of bicycle and pedestrian trail systems. Fields should be as multipurpose as possible, so a wide variety of flexibility can be maintained. Due to the ambient noise, traffic, and lights, sports complexes are not recommended to be located in the center of residential areas – in fact, sports complexes should be the solution to the typical problems of using neighborhood parks for competitive athletics. It is best to allow for additional space when acquiring sports complex space, as needs and trends are subject to constant change. An example of a sports complex park is Beecher Park.

6. **Special Use Parks** - Special use parks are intended for single interest activities and are large enough to accommodate the demand, therefore size can vary from 1 to 50 acres. They may be separate from, or a part of all park classifications; or a previous classification type may be a part of a special use park. Examples are tennis centers, outdoor education centers, museums, conservatories, golf course, children's farm, sports complexes, skate parks, splash / spray parks, swimming pool / aquatic centers, etc. Since users are going to come from a distance, the site should be near major vehicular access routes and bike trails.

B. ENVIRONMENTAL CAPACITY - Local Classification

Natural Resource Park (Linear Greenways / Trail systems) - The Natural Resource Park (or area) is utilized as a buffer zone, watershed, or conservation area and affords a passive appearance with managed natural habitats and plant ecosystems. These areas can be used to protect fragile or rare ecosystems. Sizes range most often range between 20 to 99 acres. Smaller areas may prove useful in special situations. Often these areas require skilled management to maintain sustainability and preserve healthy biodiversity of plant life.

When utilized as a linear greenbelt and / or trail corridor, natural areas can serve as environmental bridges, supporting the movement of wildlife between other larger areas. When combined with public use areas, greenbelts are usually lined with

maintained turf areas, and development can include open play areas, pedestrian and bicycle paths, park benches, picnic and rest areas, and water oriented facilities. It is quite common to see detention / retention ponds included in these areas. In instances where this classification of park is flood prone, construction of permanent structures is discouraged. The public use infrastructure should remain supplementary to the functional classification of lands described.

Other functions of a natural resource park may include:

1. Conservation of local resources, such as streams, wetland habitats, and forests.

2. Preservation of environmental and / or historic resources in conjunction with local historic preservation agencies.

2.2. *LAND / CASH DEDICATION ORDINANCES*

The United City of Yorkville Land Dedication Ordinance requires 10 acres per 1,000 population be donated for parks as part of the subdivision / planned unit development approval process. The contribution of land / cash is in accordance with the City Land/Cash Ordinance. It is for these stipulated acres that the following standards have been developed. These standards will also act as guidelines for land donated to satisfy other functions of open space.

"The ultimate population density to be generated by a subdivision or planned unit development shall bear directly on the amount of land required to be dedicated for park and recreation sites. The acreage of land dedication requirement shall be determined by obtaining the total population of the development times 10 acres per 1,000 population. Total population is determined by applying the estimated ultimate population per dwelling unit table to the number of respective units in the development. Each single family home will be calculated to have four bedrooms; Duplex unit will be calculated as 50% two bedroom units and 50% three bedroom units; Town home and apartments will be calculated with two bedrooms".

When available land is inappropriate for park, or recreational use, the City shall require a cash contribution in lieu of the land dedication. This is based on the land cash calculation and the value per acre of the land based on the "Fair market value".

In cases approved by the Park and Recreation Board, the contribution of Land Cash can be a mixture of 50% land 50% cash, or other agreed upon contribution mixes.

A developer may donate the land and cash for park development upfront to have the construction of the park expedited. Otherwise, a 50% build-out standard for the subdivision may be set in place for park development.

2.2.1. Areas of NO Credit

1. No credit for exclusively private facilities & parks.
2. No credit for retention or detention areas, measured at the top of the bank.
3. No credit for lands located within the 100 year floodplain.

2.2.2. Full or Partial Credit

Credit may be received for active wet areas (lakes, rivers, creeks) historical areas, conservation area or other areas, that are identified to have recreational or conservation value. This will be considered on a case-by-case basis. Studies may be required to verify historical and/or conservation areas.

Credit will be given for trail ways that are identified as infrastructure or connecting trails to a regional trailway system. Partial credit may be given for undeveloped trailways.

Full credit may be given to land donations that are usable and or classified as developable for use for the general public.

2.3. PARK DEVELOPMENT TIMELINE and PROCEDURES

The Park and Recreation Board and staff will plan the development of the park and/open land site with the following **guidelines** whenever possible.

1. Based on the established land cash ordinance a developer will make a donation of park land to the United City of Yorkville Park and Recreation Department for future use and development.

2. The Park and Recreation Board and staff will project park utilization and design in conjunction with the Parks Open Space Master plans established needs and determine priority and fiscal needs.

3. Annually the staff will recommend budget projections for park development based on available fiscal resources

4. A concept plan will be developed by the park planner or United City of Yorkville Staff indicating park design and preliminary cost projections.

5. Whenever possible, a public meeting inviting residents for the surrounding subdivision and area to the location site for input.

6. A finalize concept plan and cost projections will be developed and submitted to the Park Board for approval and recommendations to the City Council for development.

7. Timeline is established for project management.

8. Project / Park plan completed.

* There may be occasions when a developer provides development support in advance to a subdivision being built which may require these procedures to be adjusted or altered.

3. NEIGHBORHOOD PARK IMPROVEMENT STANDARDS

3.1. Park Design – Neighborhood park

The following criteria are considered desirable traits for a park to be acceptable to the United City of Yorkville:

1. Size: Park sizes shall range between 2 to 15 acres; meet the requirements of the Park Master Plan, and the approval of the Park Board.
2. Location: Located close to the geographic center of the population served, or as approved by the Park Board.
3. Combined with an elementary school when possible.
4. Service Area: Approximately within ½ mile of pedestrian barrier-free walking distance to the site from the residential area it serves. A pedestrian barrier is defined as:
    - Any street presently classified or planned by the United City of Yorkville, Kendall County, or State of Illinois a major arterial street or highway;
    - Any street with speed limits over 30 miles per hour;
    - Collector streets with an average daily traffic count exceeding 3500 cars, and stop signs or stop lights further apart than ½ mile;
    - Railroad tracks;
    - Natural barriers;
    - Land use barriers
5. Dimensions: Parks shall have a minimum dimension of 450 feet on all sides.
6. Street Frontage: Street frontage shall be the full length of the park on two of its sides. Said streets shall be local or collector streets within the neighborhood. Additional access ways provided shall be a minimum of forty feet in width. Where a school site is adjacent to a park site the school site can be considered as one of the two required street frontages.

    Reasons for street frontage include:
    - Enhanced security and visibility
    - On-street parking availability
    - Encourages users to access the park through trail or sidewalk connections
    - Encourages neighborhood to take ownership and responsibility for their park.
7. Adjoining Developments: Whenever possible, the dedicated parcel shall be combined with dedications from adjoining developments.

3.2. Timing of Dedication and Acceptance

1. The Parks Department encourages, whenever possible, that at the time rough grading and placement of topsoil is completed on the first residential structure of a particular unit development, the park site(s) shall also be completed, ready for grading and/ or sodding. All requirements stated herein for acceptance of the site shall be completed to the satisfaction of the Parks Department. In cases of more than one park site, or linear parkways, the developer shall determine a schedule of completion with the approval of the City. The Parks Department will verify that all requirements have been met and the site is ready for turf. Final acceptance of the site is determinate on the condition of the turf as stated herein these requirements Section 3.9.

2. Boundaries: The developer shall be required to install permanent metal boundary markers at each corner of the park site. Markers shall be of typical federal style aluminum marker 4" in diameter that can be placed on top of a re-bar.

3. The Parks Department has the option to require conveyance of areas designated to be maintained in a natural state prior to commencement of any site work. A separate site-specific plat of conveyance shall be prepared and submitted prior to issuance of any permits. The developer is responsible for securing all areas to be conveyed in a natural state with temporary fencing from the time the areas are platted to conveyance of the remainder of the site.

4. Environmental Assessment: For all lands to be dedicated to the City, the developer shall provide a minimum of a Phase 1 Environmental Assessment, produced by a recognized consultant. This assessment shall check for hidden, or unknown environmental factors including, but not limited to, buried or contaminated soils and aquifers, underground storage tanks, and dump sites.

3.3. Utilities

Unless otherwise authorized by the Parks Department, each park site shall be fully improved with water, sanitary sewer, storm sewer, and electric service. At the time of installation of public improvements in the subdivision or planned unit development, the developer shall install the above-mentioned utilities for the park site in accordance with the city approved engineering plans. If the park site also functions as a storm water control facility, then the drainage structures and erosion protection shall be installed during rough grading.

The site shall be free of all private gardens, woodpiles, swing sets, sump pump discharge pipes, and other items that give the impression that a portion of the site is part of the adjacent property. No sump pumps shall discharge directly onto the site. They may be connected to a catch basin on the site if approved by local authorities and the United City of Yorkville.

3.4. Topsoil

3.4.1. General

Topsoil shall be spread in all lawn areas to a minimum compacted depth of six (6") inches. Topsoil shall be friable, loamy mixture surface soil. It shall not be extremely acid or alkaline nor contain toxic substances harmful to plant growth. It shall be of uniform color and texture. Topsoil shall be free from large roots, sticks, weeds, brush, subsoil, clay lumps, stones larger than one (1") inch in diameter, and other litter and extraneous matter undesirable to plant growth.

3.4.2. Stockpiling

Contractor shall not stockpile any topsoil or other soil materials on the park site without written authorization from the Parks Department.

3.5. Grading / Filling

3.5.1. Slopes

All lawn areas shall maintain a minimum slope of 2.0%, or 2 feet in 100 feet, and a maximum slope of 4%, or 4 feet in 100 feet. The developer shall submit grading plans to the Parks Department for approval prior to beginning construction.

3.5.2. Filling / Borrow

There shall be absolutely no burying permitted of site debris, construction debris or rubbish, or any other extraneous matter on the park site(s). Areas to receive approved fill shall receive clean fill,

free of large boulders, concrete, or other debris. **The park site may not be used as a borrow pit.**

3.5.3. Environmental Precautions / Assessment

For all lands to be dedicated to the City, the Developer shall provide a minimum of a Phase 1 Environmental Assessment, produced by a recognized consultant. This assessment shall check for hidden, or unknown environmental factors including, but not limited to, buried or contaminated soils and aquifers, underground storage tanks, and dump sites.

At all times during construction, the Developer shall take appropriate precautions and prevent the discharge and / or dumping of hazardous wastes, liquid or solid, from his or other's operations on any sites within the development, including those to be dedicated to the City. Police and local Fire Departments shall be notified of any temporary storage of hazardous materials during construction.

3.6. *Detention / Retention Basins - Stormwater Management*

3.6.1. General:

1. It is not the practice or desire of the Parks Department to accept retention / detention facilities as part of a neighborhood park. Special consideration may be given for acceptance of detention / retention ponds if they are adjacent to other park areas and meet usability criteria at the discretion of the Board. This may include, but not be limited to, safe access, fishing, incorporated trail systems, overlooks, or natural habitats. At no time shall the Parks Department accept said basins alone or for stormwater management purposes alone.

2. Should detention or retention ponds be part of the local donation, they shall meet the following requirements.

    a. Construction shall be in accordance with engineering drawings approved by the City and shall meet all applicable Parks Department standards.
    b. Changes to the plans including, but not limited to, percent of slope, grading, depth of top soil, location of structures or any other improvements shall not be implemented unless first approved in writing by the Parks Department.
    c. Comply with state statute regarding distance from ROW's.

3.6.2. Retention Basins (Wet Ponds)

1. Design Standard – Retention ponds shall be designed to facilitate a low degree of maintenance and reduce potential hazards for users and maintenance staff.

2. Shape – Pond configuration shall be natural in appearance featuring varying slopes running down to the shoreline. Shoreline shall undulate at varying degrees around the pond perimeter. Provisions in the plans for configuration of a pond shall allow for access for dredging, grate maintenance, and accommodation of maintenance considerations. The Parks Department and developer shall jointly determine final shoreline configuration.

3. Size – the ponds shall be no smaller than two (2) acres.

4. Depth – These areas are designed to a minimum depth below normal water levels of 6 feet. If fish are to be maintained, 25% of the pond shall be a minimum depth of 12 feet. These areas must have a safety shelf 5' - 10' feet in width at a depth of 2 feet below the normal water elevation. The slope to the bottom of the pond beyond the safety shelf shall be 2:1 and the slope up from the safety shelf to the normal water level shall be a maximum of 3:1. (Subdivision control ordinance 2000-2, dated 3-9-00)

5. Bank Stabilization – Protection against erosion and water level fluctuations is required. Stabilization shall be provided through one of the following means:

   a) Complete establishment of perennial ground cover, water tolerant grasses, or natural vegetation to the approval of the City;
   b) Construction of retaining walls; or
   c) Use of rip-rap underlain by gravel and filter fabric.

   The use of rip-rap and retaining walls as a sole means of shoreline protection will not be permitted.

6. Sedimentation – . All storm water inlet points must have calculated desilting basins below the required 6 feet depth. Desilting basin volume shall be 500 ft^3 / acre of tributary impervious area. Developer shall provide engineering plans, estimating probable quantities of sediment from the watershed at five-year intervals for a 25 year period. The Developer shall construct sediment basins to handle the aforementioned sediment. A cleaning/dredging plan shall also be included. The City shall approve all engineering and installation. Existing Public Ordinances and annexation agreements shall regulate all additional storm water design considerations and management.

7. Aquatic Plantings – Shoreline areas selected for the planting of aquatic and emerging aquatic vegetation, slope requirements shall be appropriate to ensure healthy growth and development of the specified vegetation type.

8. Shoreline Slopes (Above Water) – An area six feet wide and around the perimeter of the pond shall slope towards the pond at the rate of 2 to 5%. No slope beyond the six-foot strip shall exceed a 5:1 slope (20%).

9. Buffers – In areas where a pedestrian / bicycle trail occurs between the property line and a pond, there shall be a minimum 50' wide buffer between the property line and the high-water level line. The 50' wide buffer will be broken down into a minimum 20' wide area between property line and outside edge of the path, and a minimum 12' wide area between the inside edge of path and the high-water level line.

   In areas where there are no paths between the property line and a pond, there shall be a minimum 30' wide buffer between the property line and the high-water level line.

10. Aeration – Developers shall incorporate aeration systems into all retention basins that do not incorporate a constant flow of water. The City shall approve all engineering and installation.

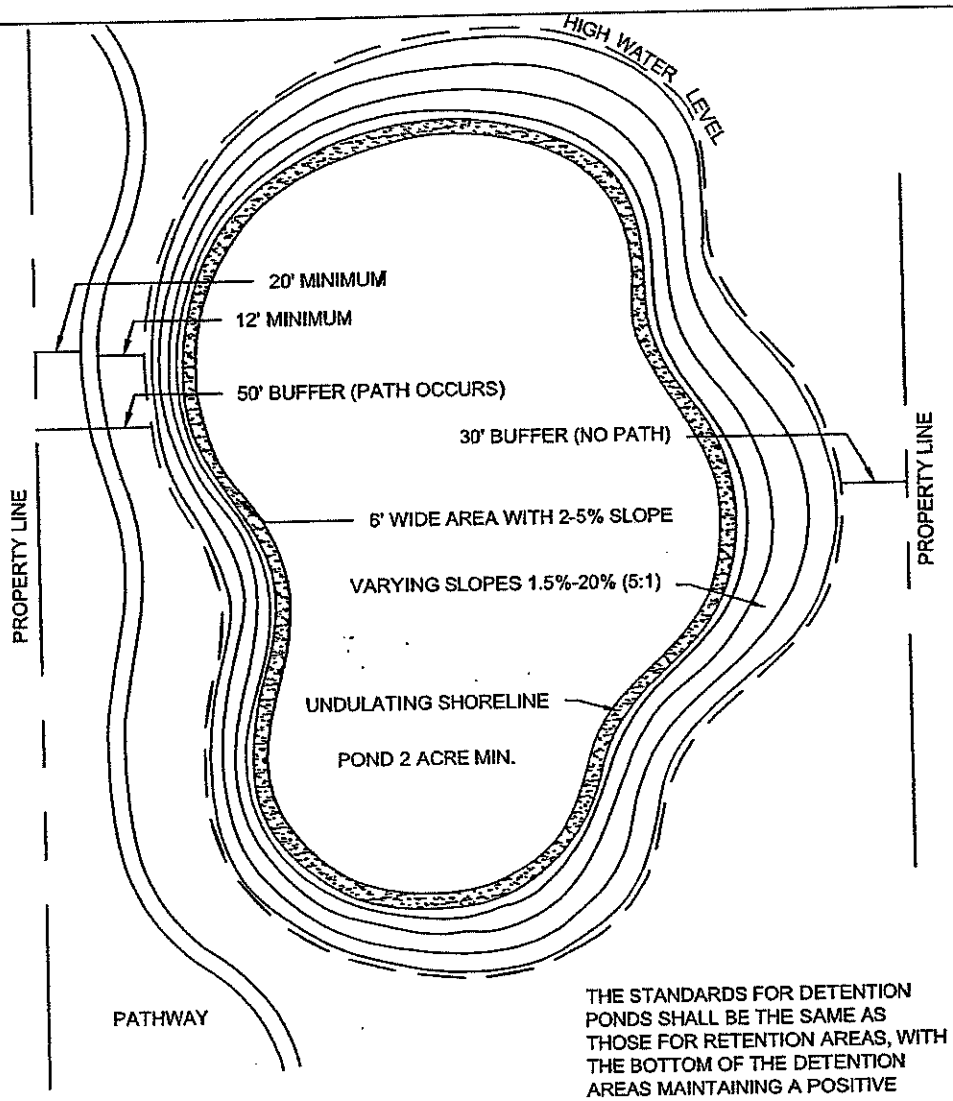
    Developers are encouraged to incorporate aeration in all other retention basins to improve water quality and provide desirable aesthetics.

3.6.3. Detention Basins (Dry Ponds)

1. Requirements for detention basins shall satisfy design criteria as set forth in the Grading Section of these Standards. The major consideration is the dual use of detention and recreation. In order to facilitate review of park areas, the proposed outline of the detention at the one-year, 10-year, and 100-year high water line shall be illustrated on the preliminary plan or the P.U.D. plat.

2. Buffers – The buffers shall be the same as those mentioned under Retention Basins (Ponds) above.

3. Design - These areas are designed with a 2 year low flow underdrain system so that ponding beyond the storage does not occur and that a good stand of grass can be maintained. The pond bottom slope shall be a minimum of 2% except that a 0% slope will be allowed directly over the underdrain pipes. All incoming and outgoing conduits shall have concrete flared end section or poured in place headwall with grates. 2 foot inlets can be placed over the low flow pipe. The maximum water depth below the HWL shall be 4 feet. .



RETENTION/DETENTION PONDS

N.T.S.

3.6.4. Inlet and grate design

1. All grates for drainage inlets shall be bicycle safe and accessible per the ADA when placed in walkways or drives.

2. All trash covers for storm inlets shall have a maximum opening of 3.5" square to prevent head entrapment. All grates on drain culverts and pipe inlets and outlets shall be bolted in place.

3.7. Greenways /Wetlands / Floodplain areas

For areas of natural habitat re-establishment or enhancement, the Developer shall submit complete installation and maintenance plans to the City prior to acceptance of the development plat.

3.8. Conservation and Protected Areas

For areas to be dedicated, an environmental study including a topographic map shall be completed by the developer identifying the endangered and protected areas, summary of floristic quality, wetland, and floodplain maps and inventory of wildlife, vegetation, and habitats. Watershed areas shall be identified with recommendations for management. All studies shall be completed prior to the land dedication. Developer shall comply with Wetland Ordinance.

3.9. Turf Grass

Developers shall install turf grass in agreement with the Parks Department. This work shall occur after the placement of all topsoil, fine grading, and installation of sidewalks, pathways, and plant material.

All park access points of 100 ft. width or less shall be sodded. Sodding procedures shall be in compliance with all Parks Department regulations regarding sodding and watering practices.

The seed shall be a premixed Bluegrass / Ryegrass mixture approved by the Parks Department. The mixture shall be by weight a 70% mixture of 3 Kentucky Bluegrasses (equal percentages) and a 30% mixture of 3 perennial Ryegrasses (equal percentages). The mixture shall be sown at the rate of 220 lbs. per acre. All seed shall be certified 98% purity and 80% germination. Prior to seeding, all lawn areas shall be fertilized with an approved starter fertilizer at an approved rate. The fertilizer shall be cultivated into the top three inches of the topsoil.

The seeding season in the spring shall be April 1 to May 15. The fall season shall be August 15 – October 1.

The developer shall reseed all areas that do not germinate and repair all eroded areas and reseed them until 90% germination has taken place. All other aspects of maintenance will be done by the Parks Department.

3.9.1. Mulching

The seeded areas shall be mulched as follows:

1. Seeding areas designated to receive erosion control blanket shall be covered with biodegradable seed blanket as specified. All seeded areas of slopes steeper than 4:1, the bottom of swales and around drainage structures, should be mulched with erosion control blanket the same day as seeded.

a. The blanket shall be laid out flat, evenly and smoothly, without stretching the material. The blankets shall be placed to that the netting is on the top and the fibers are in contact with the soil.

b. For placement in ditches, the blankets shall be applied in the direction of the flow of the water and butted snugly against each other. The blankets shall be stapled in place, using 4 staples across the upstream end at the start of each roll and placing staples on 4 foot centers along each side. A common row of staples shall be used along seams of adjoining blankets. All seams shall overlay at least 2 inches.

c. On slopes, the blankets shall be applied either horizontally or vertically to the contour and stapled in place similar to ditch applications except that the staple space interval shall be 6 feet.

2. Seeding areas incorporating an annual temporary mix do not require mulching.

3. Turfgrass seeding areas shall be mulched in accordance with the 'Standard Specifications'. Contractor is responsible for obtaining all water for the work.

4. All seeded areas less than 4:1 slope should be mulched within twenty-four (24) hours of seeding using straw with tackifier or hydraulic mulch.

   Straw – Rate: 2 tons (4000 lbs.) per acre
   Mulch binder for straw – 40 lbs. per acre
   Hydraulic mulch – 2000 lbs. mulch : minimum 2000 gal. water per acre

3.10. Existing Vegetation, new plantings, and landscaping

3.10.1. Existing Vegetation

Existing vegetation including, but not limited to, trees, shrubs, grasses, and wildflowers shall be protected during the construction process if determined by the Parks Department to be preserved. Development plans shall include methods of protecting such vegetation during the developer's construction process.

3.10.2. New Landscape Material - Planting Standards

3.10.2.1. Minimum Size/Quality

All landscape material shall meet the standards of the American Nurseryman's Association.

Trees planted in parks shall be a minimum size of:

SHADE ..... 2.5 inch caliper BB
INTERMEDIATE ..... 1.5 inch caliper BB
EVERGREEN ..... 6 foot high BB

All landscape material shall be subject to Parks Department inspection at the source of origin.

3.10.2.2. Planting Season

Regardless of calendar date, trees must be dormant at the time they arrive at the site of .the work or storage site. If trees are dug in-season, they must be properly watered and sheltered until the time of planting.

Spring Planting: This work shall be performed from the time the soil can be worked until the plan, under field conditions, is not dormant except that Evergreen planting shall terminate on June 1.

Fall Planting: This work shall be performed from the time the plant becomes dormant until the ground cannot be satisfactorily worked except that evergreen planting shall be performed between September 1 and November 1.

3.10.2.3. Excavation of Plant Holes

The sides of all plant holes shall be angled at approximately 45 degrees. All plant holes shall be dug in such a manner that the inside surfaces of the hole shall be in a loose friable condition prior to planting. Glazed or compacted sides will not be permitted. The equipment used to dig the plant holes must be approved by the Parks Department.

Plant holes shall be twice the diameter of the root ball. The root ball shall set on compacted, undisturbed earth.

On slopes, the depth of excavation will be measured at the center of the hole.

3.10.2.4. Planting Procedures

Backfill may be excavated topsoil. The backfill shall, at the time of planting, be in a loose, friable condition.

All plants shall be placed in a plumb position and set at the same depth as they grew in the nursery field. Backfill shall be placed around the root system. Tamping or watering shall accompany the backfilling operation to eliminate air pockets. Set the base of the tree trunk two inches above the surrounding soil.

A thorough watering of trees, with a method approved by the Parks Department shall follow the backfilling operation. This watering shall completely saturate the backfill and be performed during the same day of planting. After the ground settles, as a result of the watering, additional backfill shall be placed to match the level of the finished grade. Approved watering equipment shall be at the site of the work and in operational condition prior to starting the planting operation.

Balled and Burlapped / Basketed Plants: After the plant is placed in the hole, all cords and burlap, or the complete basket, shall be cut away from the top one half of the balls.

A circular water saucer shall be constructed around each individual plant to the satisfaction of the Parks Department.

3.10.2.5. Mulching / Wrapping

Immediately after watering, plants shall be mulched. A layer of wood chips shall be used to cover the circular water saucer to a depth of four (4) inches when settled.

All mulching shall be kept in a minimum of 6" from the trunk of all trees and shrubs.

Immediately after planting, trunks of all deciduous trees shall be wrapped spirally from the ground to the lowest major branch (after pruning) overlapping the wrap at least one third (1/3) of its width. Trees shall not remain wrapped during the summer months.

3.10.2.6. Pruning Procedures

Qualified personnel, experienced in horticultural practices and operations, shall perform all pruning. The method and location of pruning and the percentage of growth to be removed shall meet the approval of the Parks Department. All pruning shall be done with sharp tools in accordance with the best horticultural practices.

The ends of all broken and damaged roots of ¼ inch or larger shall be pruned with a clean cut, removing only the injured portion. All broken branches, stubs, and improper cuts of former pruning shall be removed.

Pruning shall consist of thinning the twigs or branches as dictated by the habit of growth and the various types of the trees to be pruned, and as directed by the Parks Department. The leader and terminal buds shall not be cut unless directed by the owner.

Evergreens: Evergreens shall not be pruned except to remove broken branches.

3.11. Pathways and Trails on Public Property

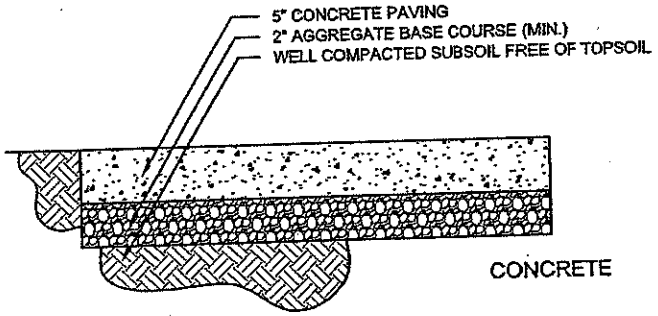
Where pathways are required, they shall be constructed of concrete, bituminous asphalt, or limestone screenings to the satisfaction of the Parks Department. The concrete pathways shall consist of a 5" thick layer of concrete resting upon a 2" thick (min.) aggregate base course. The bituminous asphalt pathways shall consist of a minimum 8" thick aggregate base course, and 2" thick bituminous surface course. The limestone screenings pathways shall consist of a minimum 6" thick aggregate base course and a 2" thick limestone screenings surface course. Other requirements and improvements may be required based on the location and needs of the site.

The minimum widths of pathways shall be as follows:

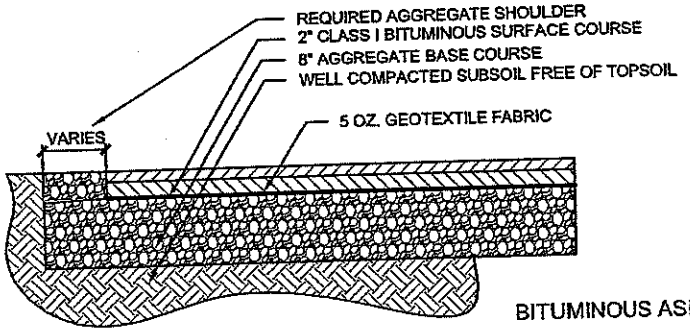
- Pedestrian..... 5' (concrete)
  ..... 6' (bituminous asphalt or limestone screenings)
- Normal Traffic Pedestrian and Bicycle ... 8' (bituminous asphalt or limestone screenings)
- High Traffic Pedestrian and Bicycle..... 10' (bituminous asphalt)

The 8' and 10' pathways shall have minimum radii on turns and curves that will support a pickup truck without leaving the pavement. All trails expected to receive federal funding must be designed to AASHTO standards. The 8' wide and 10' wide paved pathways shall have 12" wide aggregate shoulders. A minimum of 2 feet wide level graded shoulder with grass is required on each side for clearance.

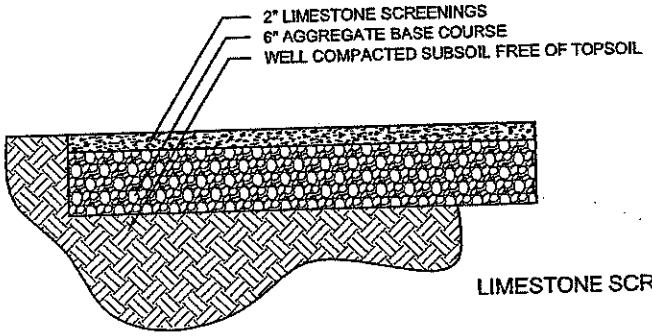
To meet accessibility standards, pathways may not have longitudinal slopes greater than 5% or cross slopes greater than 2% unless there is a secondary access route that provides access to the area or facility. A grade of 5% should not be longer than 800 feet.



CONCRETE



BITUMINOUS ASPHALT



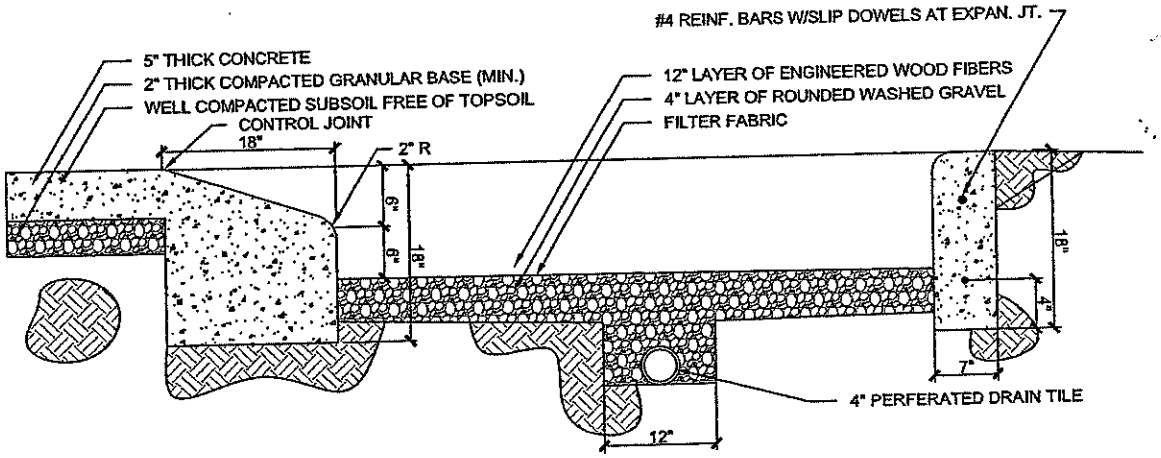
LIMESTONE SCREENING

SIDEWALK / TRAIL SECTIONS

N.T.S.

3.12. *Playgrounds / Park Improvements*

1. Should the Developer desire to install a playground or other park improvements on behalf of the City with the City's approval, the City shall approve all plans and construction methods to be used, including, but not limited to, equipment, materials, grading, and drainage.
2. Playgrounds shall be designed with accessible curbing, concrete retaining curb, and surfacing as shown on the following detail.



PLAYGROUND DETAILS

N.T.S.

3.13. *Maintenance Standards (By Developer)*

The developer shall maintain the park site until all improvements and requirements specified in this document are completed, turf is fully established, and the United City of Yorkville formally accepts the site. Maintenance of the park site shall include the following until the conveyance process is fully complete.

3.13.1. Escrows (Under Legal Consideration)

The Parks Department, in no circumstance, shall be responsible for the maintenance and repair of storm drainage structures, pipe, other appurtenances, or shoreline degradation. These responsibilities shall be left to the developer, or homeowners association. See the following suggested language:

1. *In order to assist the future Homeowner's Association with maintaining the on-stream storm water detention system, the Developer shall establish and fund a cash reserve for said work in the amount of $_____prior to conveying said system to the Association and / or Parks Department.*

2. *Owners and Developers agree to the Municipality enacting a dormant Special Service Area (SSA) to act as a back up in the event that the Homeowner's Association fails to maintain the private common areas, private detention ponds, perimeter landscaping features, and entrance signage within the Subject Property.*

3. *In other cases, the Developer shall escrow an amount equal to one year of projected maintenance costs. This amount shall be agreed upon by the City. Escrows shall automatically renew each year until the park site(s) are accepted by the City.*

3.13.2. General

1. All rubbish and debris including, but not limited to, old tires, construction material, fencing, tree houses, trash, and other material not desired by the Parks Department, shall be removed from the site prior to conveyance.
2. Until such time as the United City of Yorkville has accepted the park site, the City shall not be held liable for any damages that may occur on such a park site, and shall be held free and harmless from any and all claims that may be submitted. Upon formal acceptance of the park site improvements by the Parks Department, the Parks Department will assume maintenance of the park site.
3. All storm water structures shall include proper grates and covers to protect the public and shall be maintained free of debris to ensure unrestricted flow of storm water runoff.

3.13.3. Turf

1. Turf shall be mowed at regular intervals and shall not exceed 4.5 inches in height.

2. Areas of erosion, including but not limited to swales, slopes and around storm structures shall be repaired/restored in accordance with grading and seeding requirements. All areas within 10 feet of on-site structures shall be sodded rather than seeded for erosion control purposes. Full establishment of turf is required before acceptance.

3. In cases where existing trees and shrubbery are present on the site, deadwood and undesirable trees or thinning of dense growth shall be removed prior to conveyance. This may include branches or entire trees and shrubs. All stumps shall be ground to 12 inches below grade, backfilled and restored in accordance with grading and seeding requirements.

4. Fully established turf is defined as ninety percent (90%) free of weeds and bare spots, vigorously growing, and containing a well established root system with multiple blades per plant.

3.13.4. Plantings

1. Maintenance shall begin immediately after the planting is completed and shall continue until final inspection and acceptance. Maintenance of new plantings shall consist of weeding, watering, mulching, spraying, resetting plants to proper grades or upright position, repair of water saucers or other work that is necessary to maintain the health and satisfactory appearance of the plantings.

2. Watering: Additional watering, up to 50 gallons per tree, shall be performed at least once within every thirty (30) days during the months of May through October. The schedule for watering within the thirty (30) day increment will be determined by the Parks Department. Should excessive moisture conditions prevail, the owner may delete any or all of the additional watering cycles or any part of said cycles. The contractor shall not be relieved in any way from the responsibility for unsatisfactory plants due to the amount of supplemental watering.

3. Weeding: Weeds and grass growth shall be removed from within the earthen saucer of individual trees and from the area within the periphery of the mulched plant beds. This weeding shall be performed at least once during the months of May through October. The Parks Department will determine the weeding schedule. The contractor shall not be relieved in any way from the responsibility for unsatisfactory plants due to the extent of weeding.

4. The contractor shall guarantee all plant material for a period of one (1) year from the date the plants are accepted by the Park Board.

5. All plant material, which dies within thirty (30) days after being planted, shall be replaced immediately and be considered as part of the original planting and subject to the guarantee period of one (1) year. Should the plant not be installed until a later date, the guarantee period shall take effect from the date of planting.

3.13.5. Mesic and Wet mesic areas

After the initial mesic/wet-mesic seeding work is completed and all initial work has been completed satisfactorily according to the specifications, the following establishment and maintenance work shall be performed by the Contractor for a period of (3) years as outlined below:

Maintenance, including watering, mowing, herbicide application and burning will be required to assist the mesic/wet-mesic vegetation in growth and reduce the competition of weeds until all mesic/wet-mesic seeding has established and matured and been accepted by the owner.

a. First Year

   1. Weed Control

      a. Review the site and treat all noxious weeds with a herbicide by a "wicking application" and hand weeding as appropriate once per month from May through September. (Herbicide by spray application will not be allowed because of overspray and the drifting down of herbicide killing the mesic/wet-mesic species below the weeds.)

b. When the mesic/wet-mesic vegetation reaches the height of twelve (12") inches, the Contractor shall mow it to a height of six (6") inches. No more than two mowings per season is necessary. (Mowing the site helps to control weeds and allows mesic/wet-mesic plants to compete.

2. Species Enrichment

a. Overseed thin, bare, or weedy areas with the appropriate seed mix per seeding dates as specified.

b. Plant herbaceous plugs for greater impact (optional).

b. Second Year

1. Controlled Burn

a. Prepare and obtain a controlled burn permit from the IEPA in January.

b. Conduct controlled burn in early spring. (Burning is necessary to reduce the non-native weeds while promoting the desired mesic/wet-mesic species.) Weather conditions may necessitate schedule changes. Such changes shall require owner approval.

c. Review site and mow areas that did not burn.

2. Species Enrichment

a. Overseed thin, bare, or weedy areas per seeding dates as specified.

b. Plant herbaceous plugs for greater impact (optional).

3. Weed Control

Review the site and treat all noxious weeds with a herbicide by a "wicking application" and hand weeding as appropriate once per month from May through September. (Herbicide by spray application will not be allowed.)

a. When the mesic/wet-mesic vegetation reaches the height of twenty-four (24") inches, the Contractor shall mow it to a height of twelve (12") inches. Only one mowing per year is necessary.

e. Third Year

1. Controlled Burn

a. Prepare and obtain a controlled burn permit from the IEPA in January.

b. Conduct controlled burn in early spring. Weather conditions may necessitate schedule changes. Such changes shall require owner approval.

c. Review site and mow areas that did not burn.

2. Species Enrichment

a. Overseed thin, bare or weedy areas per seeding dates as specified.

b. Plant herbaceous plugs for greater impact (optional).

3. Weed Control

a. Review the site and treat all noxious weeds with a herbicide by a "wicking application" and hand weeding as appropriate once per month from May through September. (Herbicide by spray application will not be allowed.)

b. When the mesic/wet-mesic vegetation reaches the height of twenty-four (24") inches, the Contractor shall mow it to a height of twelve (12") inches. Only one mowing per year is necessary.

3.13.6. Playground and Site Improvements

Until acceptance by the Park Board, the Developer shall maintain any park improvements in a safe and clean condition, including inspections for dangerous objects, vandalism, and wear and tear.

APPENDICES

Yorkville Land Donation Ordinance

EXHIBIT "O"

APPLICABLE BUILDING CODES

[ON FILE WITH THE CITY]

EXHIBIT P

YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT #115

"Positive Attitudes Create Success"

Administrative Service Center
602 Center Parkway, Suites A&B
P.O. Box 579
Yorkville, Illinois 60560
tengler@yorkville.k12.il.us

Dr. Thomas D. Engler
Superintendent

Ph. 630-553-4382
Fax. 630-553-4398

July 16, 2003

Anna B. Kurtzman, AICP
Development Coordinator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Re: Land/Cash Reply to Developments

Dear Ms. Kurtzman,

Please be informed, in reference to the following developments, District #115 has determined it would be beneficial to take a combination of land and cash, specifically, 15 acres of land for a school site in each developments and the remainder of the acreage owed in cash as so designated under the current land/cash formula:

Fisher Annexation (Kimball Homes): School Donation required=26.950 acres – requested=15 acres for a school site and the remaining 11.9 acres in cash at today's dollars of $58,000 per acre.

Westbury (Ocean Atlantic): School Donation required = 26.162 acres – requested = 15 acres for a school sited and the remaining 11.162 acres in cash at today's dollars of $58,000 per acre.

Sincerely,

Dr. Thomas D. Engler
Superintendent of Schools

"It is the mission of the Yorkville Community Unit School District #115 to prepare each student to be a productive citizen in the world that he/she will shape by providing an education that challenges each individual, utilizing the resources of an interactive, responsible community."

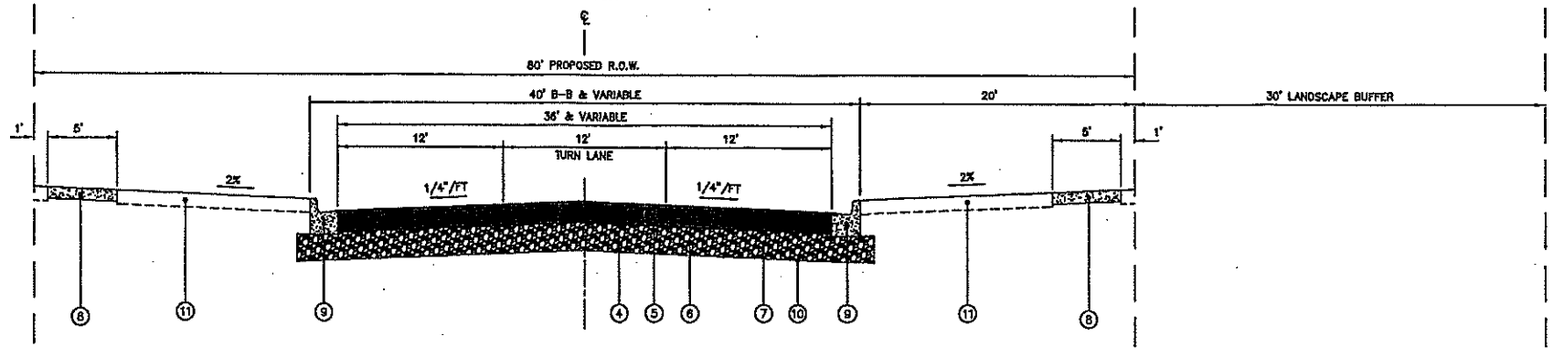
EXHIBIT "R"

FORM OF RECAPTURE AGREEMENT

[ON FILE WITH THE CITY]

CORNEILS ROAD

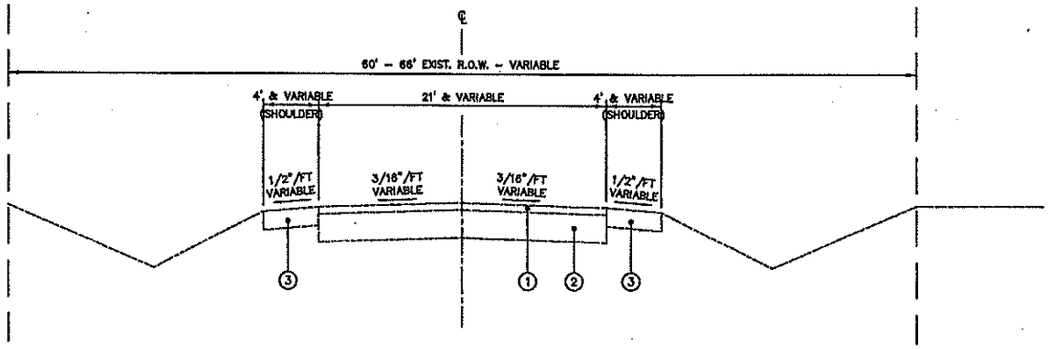
LOOKING WEST



PROPOSED TYPICAL PAVEMENT CROSS SECTION

WESTBURY VILLAGE

URBAN – FULL RECONSTRUCTION
N.T.S.



EXISTING TYPICAL PAVEMENT CROSS SECTION

N.T.S.

LEGEND

1. EXISTING BITUMINOUS CONCRETE SURFACE
2. EXISTING BASE MATERIAL
3. EXISTING AGGREGATE SHOULDER
4. BITUMINOUS CONCRETE SURFACE COURSE SUPERPAVE MIX "D", N70, 1 1/2"
5. BITUMINOUS MATERIALS (PRIME COAT)
6. BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19, N70, 7 1/2"
7. SUB-BASE GRANULAR MATERIAL, TYPE B 12" (CA-6, CRUSHED)
8. P.C.C. SIDEWALK, 5"
9. COMBINATION CONCRETE CURB & GUTTER, B-6.18
10. AMOCO 4551 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION
11. TOPSOIL, SEEDING CLASS 2A AND EROSION CONTROL BLANKET

COPYRIGHT © 2003 ENGINEERING ENTERPRISES, INC.

Engineering Enterprises, Inc.
Consulting Engineers
52 Wheeler Road
Sugar Grove, Illinois 60554 630/466-9350

UNITED CITY OF YORKVILLE
Kendall County, Illinois

NO.	DATE	REVISIONS

WESTBURY VILLAGE – CORNEILS ROAD
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

TYPICAL URBAN CROSS SECTION
FULL RECONSTRUCTION
3-LANE WITH STRIPED MEDIAN

DATE	SEPTEMBER 2004
PROJ. NO.	Y00202
FILE NO.	Y0020201

Exhibit Q

Exhibit S

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

RESOLUTION NO. 2002- 04
RESOLUTION APPROVING SPECIAL TAX BOND POLICY

WHEREAS, the UNITED CITY OF YORKVILLE is experiencing substantial growth for residential, commercial, manufacturing, and industrial uses which require the installation of substantial infrastructure to the City and related tax bodies; and

WHEREAS, the need for substantial installation of infrastructure has generated extra ordinary costs over and above those normally associated with the development of real property within the City limits; and

WHEREAS, the City if desirous of providing that the cost of infrastructure be borne as much as possible from private funding sources, so as not to constitute a burden on its existing citizens; and

WHEREAS, the Illinois Legislature has approved various private funding mechanisms know as Special Tax Service Areas (SSA) and Special Tax Assessment Areas (SAA), but not limited thereto, and there may be future types of private funding mechanisms created which will inure to the benefit of the UNITED CITY OF YORKVILLE and private property owners to provide private funding mechanisms for purposes of creating a fund for payment and construction of infrastructure improvements; and

WHEREAS, the UNITED CITY OF YORKVILLE through the services of private Consultants has done a study to determine the applicability of said private funding mechanisms to the creation, design, and construction of infrastructure improvements within the UNITED CITY OF YORKVILLE; and

WHEREAS, the City Council of the UNITED CITY OF YORKVILLE deems it in the best interest of the City, its Citizens, and as an acceptable method of providing the financing for the construction of various infrastructure improvements; and

WHEREAS, the City is further desirous of providing that said infrastructure improvements will be constructed and financed with no recourse on the underlying bond obligations to the UNITED CITY OF YORKVILLE:

NOW THEREFOR upon Motion duly made, seconded, and approved by those so voting the Special Tax Bond Policy attached hereto and incorporated herein by reference is hereby adopted and it is RESOLVED by the City Council of the UNITED CITY OF YORKVILLE that said Special Tax Bond Policy shall be the guideline structure to determine the applicability of those private funding mechanism indicated above and within the Special Tax Bond Policy to be used in the UNITED CITY OF YORKVILLE to fund infrastructure improvements.

MIKE ANDERSON	A	JOSEPH BESCO	Y
VALERIE BURD	Y	PAUL JAMES	Y
LARRY KOT	Y	MARTY MUNNS	Y
ROSE SPEARS	Y	RICHARD STICKA	Y

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 14th day of March, A.D. 20__.

MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this 27th day of May, A.D. 2008.

Attest: _____
CITY CLERK

Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

APPROVED BY
CITY COUNCIL
ON 3/27/07

United City of Yorkville

SPECIAL TAX BOND POLICY

General Statement:

In order to provide more comprehensive public infrastructure for projects undertaken in the City and to help projects meet or exceed the desired standards and guidelines of Yorkville, it is the desire of the City to consider issuing Special Tax Bonds as a municipal financing instrument. The Special Tax Bonds shall be issued as either Special Service Area Bonds (35 ILCS 200/27-5) or Special Assessment Bonds ('65 ILCS 5/9-1-1) (the "Bonds"). Such Bonds shall finance public infrastructure for defined areas where the burden of the tax or assessment is limited to that specific area. The City will not be liable or responsible for, nor will it pledge any general obligation or other City revenue for, the repayment of such Special Tax Bonds. The Bonds shall be repaid only from a tax or assessment on the benefited property. No other taxpayers are obligated to pay this special tax.

Eligible Infrastructure Costs:

The City will consider the issuance of Special Tax Bonds for the following public costs associated with a proposed project:

- Water mains, laterals and qualified water storage and production facilities
- Sewer interceptors, mains & laterals
- Sewer treatment facilities
- Roads including signaling
- Right of way landscaping & curbs
- Engineering and related professional fees
- Walking paths & sidewalks
- Park improvements
- Offsite land acquisition cost for storm water & detention improvements including regional or multi-party storm water management use
- Certain connection fees
- Certain mass grading costs
- Certain pro-rata costs for police, fire and/or public works facilities related to the project

APPROVED BY
CITY COUNCIL
ON 3/27/02

All such costs shall pay for public improvements that are either owned by the public or are the subject to permanent public easements. All such costs shall be reviewed and approved by the City and its bond counsel and financial advisor before issuance.

Eligible Projects:

The City will consider such Bonds for housing, retail, commercial, office and/or industrial projects. Realizing that there is an expenditure of time and effort on the part of the City and its professionals, the City requests that a qualified bond underwriter review all Special Tax Bond proposals for reasonableness and marketability before the formal presentation to the City.

The City may further and likely will, hire the services of an independent financial consultant to review the terms of any Special Tax Service Area or Special Assessment Area Bonds, advising the City of the appropriateness of the issue, the marketability, and providing financial advice to the City. Further, the City shall seek an independent Bond Counsel to issue a Legal Opinion Letter ensuring that the City has no direct liability or residual liability on said Bonds. All the consulting fees incurred by the City whether for legal services or independent financial consulting shall be reimbursed to the City out of the Bond proceeds, at the first draw down upon said bonds.

Policies & Procedures:

All normal and regular City ordinances, policies, procedures and subdivision control standards shall be followed and required of the proposed project.

The City reserves the right to suspend or stop discussion or proceedings concerning Special Tax Bonds at anytime.

200600022873
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
07-27-2006 At 09:30 am.
ORDINANCE 52.00
RHSP Surcharge 10.00

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

2006-34

ORDINANCE AMENDING THE
PLANNED UNIT DEVELOPMENT AGREEMENT OF
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
WESTBURY VILLAGE
(EAST VILLAGE AT WESTBURY)

WHEREAS, OCEAN ATLANTIC, a Delaware Limited Liability Company, as OWNER/DEVELOPER, entered into a Planned Unit Development Agreement with THE UNITED CITY OF YORKVILLE for the real property legally described on Exhibit "A" and attached hereto and part hereof; and

WHEREAS, the OWNER/DEVELOPER is desirous of amending the Planned Unit Development Agreement in conformance with the Preliminary P.U.D. Plan and Plat for East Village at Westbury attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, OWNER/DEVELOPER agrees to enter into said Amendment to said Planned Unit Development Agreement and that said Amendment shall become effective upon execution; and

WHEREAS, THE UNITED CITY OF YORKVILLE through its City Council and Staff reviewed the Preliminary P.U.D. Plan and Plat for East Village at Westbury and are desirous of amending the Planned Unit Development Agreement to provide for development in accordance with the Preliminary P.U.D. Plan and Plat for East Village at Westbury attached hereto as Exhibit "A"; and

WHEREAS, the OWNER/DEVELOPER agrees to enter into said Amendment to said Planned Unit Development Agreement that shall become effective upon execution; and

NOW THEREFORE in consideration of the mutual covenants and promises herein contained the parties agree as follows:

1) The subject property shall be developed in a manner in accordance with the Preliminary P.U.D. Plan and Plat attached hereto and incorporated herein by reference as Exhibit "A".

2) A. That the OWNER/DEVELOPER agrees to install a berm with landscaping and a deer fence along the property east of and adjacent to the McArthur property. Furthermore, the OWNER/DEVELOPER agrees to revise the Preliminary Landscape Plan to depict the same. The OWNER/DEVELOPER agrees to consider the concerns of the adjoining property owner, the McArthur family, in the design of any golf course or open space amenities.

B. OWNER/DEVELOPER shall provide profiles, as well as address discharge enhancements for stormwater into the existing creek as part of its Final Landscape Plan and Final Engineering for the subject Development.

C. OWNER/DEVELOPER shall address cross-section, location, and Regional Trail construction in its Final Landscape Plan and Final Engineering for the subject Development.

3) Incorporation of recitals: All parties hereto agree that the above contained recitals are an integral part of this Agreement and hereby adopt those recitals as a part of this Agreement.

4) The Preliminary P.U.D. Plan and Plat previously attached to the Planned Unit Development Agreement executed by THE UNITED CITY OF YORKVILLE on September 9, 2004 shall be superceded by the Preliminary P.U.D. Plan and Plat attached hereto and incorporated herein by reference as Exhibit "A".

5) Right of Notification: All parties hereto agree that except to the extent performance standards or other terms of the original Planned Unit Development have been amended by this Ordinance, all other terms of the original Planned Unit Development Agreement are hereby ratified, republished, and reconfirmed between the parties hereto and remain the agreement of the parties.

6) All parties agree that the new Preliminary P.U.D. Plan and Plat attached hereto and incorporated herein by reference as Exhibit "A" is hereby adopted as part of the Planned Unit Development Agreement executed by THE UNITED CITY OF YORKVILLE on September 9, 2004.

7) Severability: Should any provision of the Planned Unit Development Agreement be found to be unenforceable by a Court of competent jurisdiction, the remaining terms and conditions of the Planned Unit Development Agreement as well as the said Ordinance herein shall remain in full force and affect.

8) Said Amendment to Planned Unit Development Agreement shall be binding upon the successors and assigns of all parties.

9) That except to the extent modified herein by this Ordinance, the original Planned Unit Development Agreement and Ordinances approving Westbury Village shall remain in full force and effect.

10) OWNER/DEVELOPER acknowledges that it has been advised by the United City of Yorkville Staff that connection to the Raymond Outflow Stormsewer is necessary prior to issuance of building permits in the areas affected thereby in Pod 7 of the subject development. OWNER/DEVELOPER further acknowledges that the United City of Yorkville is preparing a Raymond Stormwater Outlet Agreement that would call for participation by OWNER/DEVELOPER in the installation of said Outflow Stormwater Line and related appurtenances prior to issuance of building permits.

11) OWNER/DEVELOPER acknowledges that although no contribution to Route 47 Improvements is required by the Annexation Agreement for East Village of Westbury, IDOT Permits and Allocation of engineering costs and construction of roadway improvements will be addressed in future Annexations involving adjacent property to the subject property.

JASON LESLIE	Yes	JOSEPH BESCO	Yes
VALERIE BURD	Yes	PAUL JAMES	Yes
DEAN WOLFER	Yes	MARTY MUNNS	Yes
ROSE SPEARS	Present	JAMES BOCK	Yes

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 25 day of April, A.D. 2006.

MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this 25 day of April, A.D. 2006.

Attest:

CITY CLERK

IN WITNESS WHEREOF, the OWNER/DEVELOPER has executed this Ordinance Amending the Planned Unit Development Agreement this 25th day of April, 2006.

OWNER/DEVELOPER:

By: _____

Attest: _____

Dated: April 25, 2006

Prepared by:
Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OLD GALENA ROAD WITH THE EAST LINE OF SAID SECTION 8, SAID POINT BEING 89 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID OLD GALENA ROAD TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SAID SECTION 8 TO A POINT 1,080 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 62 DEGREES EAST 9.37 CHAINS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION TO THE SOUTH LINE OF SAID SECTION 8; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING (EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION DATED JANUARY 22, 1931, AND RECORDED FEBRUARY 17, 1931, IN DEED RECORD 77, (PAGE 583) AND ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED DATED JANUARY 8, 1991, AND RECORDED AS DOCUMENT 910147 IN THE OFFICE OF KENDALL COUNTY RECORDER, ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS, AND CONTAINING 303.3571 ACRES, AND ALSO ALL OF THE PUBLIC HIGHWAYS ADJOINING.

EXCEPT THAT PART OF THE ABOVE DESCRIBED REAL ESTATE DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF OLD GALENA ROAD WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5 FOR A POINT OF BEGINNING; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SECTION 8, 2,929.68 FEET TO A POINT; THENCE EASTERLY AT RIGHT ANGLES TO THE WEST LINE OF THE EAST HALF OF SECTION 8, 400 FEET TO A POINT; THENCE NORTH PARALLEL TO THE WEST LINE OF THE EAST HALF OF SECTION 8, 1,928 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 156 FEET TO A POINT; THENCE NORTH 200 FEET TO A POINT; THENCE SOUTHEASTERLY PARALLEL TO THE CENTERLINE OF OLD GALENA ROAD 965 FEET; THENCE NORTH AT RIGHT ANGLES TO THE CENTERLINE OF OLD GALENA ROAD 600 FEET; THENCE WESTERLY ALONG THE CENTERLINE OF OLD GALENA ROAD 1,515 FEET MORE OR LESS TO THE POINT OF BEGINNING.

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF OLD GALENA ROAD WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 5 FOR A POINT OF BEGINNING; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF THE EAST HALF OF SECTION 8, 2,929.68 FEET TO A POINT; THENCE EASTERLY AT RIGHT ANGLES TO THE WEST LINE OF THE EAST HALF OF SECTION 8, 400 FEET TO A POINT; THENCE NORTH PARALLEL TO THE WEST LINE OF THE EAST HALF OF SECTION 8, 1,928 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 156 FEET TO A POINT; THENCE NORTH 200 FEET TO A POINT; THENCE SOUTHEASTERLY PARALLEL TO THE CENTERLINE OF OLD GALENA ROAD 965 FEET; THENCE NORTH AT RIGHT ANGLES TO THE CENTERLINE OF OLD GALENA ROAD 600 FEET; THENCE WESTERLY ALONG THE CENTERLINE OF OLD GALENA ROAD 1,515 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT A

tabbies

I:\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Preliminary Plan.dwg DATE PRINTED: Apr 10, 2006 - 11:24am

EAST VILLAGE AT WESTBURY
YORKVILLE, ILLINOIS

1
SINGLE FAMILY A
32.01 ACRES
12,000 s.f. LOTS
10,000 s.f. ADJACENT TO OPEN SPACE
89 UNITS

SCHOOL SITE
15.00 ACRES

8A
SINGLE FAMILY
11.77 ACRES
32 UNITS

BUFFER SPACE A
3.81 ACRES

2
SINGLE FAMILY ATTACHED
15.04 ACRES
13.55 AC. LAND AREA
1.49 AC. REGIONAL DETENTION
124 UNITS
8.2 UNITS/ACRE

PARK LAND DONATION
12.15 ACRES
6.47 AC. NEIGHBORHOOD PARK 1
3.81 AC. NEIGHBORHOOD PARK 2
1.87 AC. REGIONAL TRAIL

INTERNAL R.O.W.
5.68 ACRES

8B
SINGLE FAMILY
17.67 ACRES
47 UNITS

4A
OPEN SPACE A: CREEK CORRIDOR/ DETENTION - PODS 1, 6, 8A & 8B
18.86 ACRES

BUFFER SPACE B
2.64 ACRES

SCHOOL SITE
15.00 ACRES

NEIGHBORHOOD PARK 1
6.47 ACRES

CLUBHOUSE
2.26 ACRES

STORMWATER DETENTION
17.58 ACRES

STORMWATER DETENTION
6.68 ACRES

STORMWATER DETENTION
4.15 ACRES

STORMWATER DETENTION
5.37 ACRES

COMMERCIAL
33.58 ACRES

KENDALL CO. FOREST PRESERVE

9
COMMERCIAL
33.58 ACRES

3
SINGLE FAMILY ATTACHED
19.49 ACRES
17.56 AC. LAND AREA
1.93 AC. REGIONAL DETENTION
138 UNITS
7.1 UNITS/ACRE

4B
OPEN SPACE B: CREEK CORRIDOR/ CLUBHOUSE
24.13 ACRES

INTERNAL R.O.W.
.88 ACRES

BUFFER SPACE C
3.82 ACRES

5
SINGLE FAMILY ATTACHED
17.63 ACRES
13.52 AC. LAND AREA
4.11 AC. REGIONAL DETENTION
137 UNITS
7.8 UNITS/ACRE

6
SINGLE FAMILY B
31.68 ACRES
12,000 s.f. LOTS
10,000 s.f. ADJACENT TO OPEN SPACE
84 UNITS

7
SINGLE FAMILY ATTACHED
21.35 ACRES
18.79 AC. LAND AREA
2.56 AC. REGIONAL DETENTION
171 UNITS
8.0 UNITS/ACRE

NEIGHBORHOOD PARK 2
3.91 ACRES

PROPOSED R.O.W. EXPANSION
1.19 ACRES
FUTURE EXPANSION OF CORNELIS ROAD TO AN 80' R.O.W.

OPEN SPACE D
.27 ACRES

BUFFER SPACE D
1.32 ACRES

OPEN SPACE C
2.29 ACRES

GALENA ROAD
WINDSOR AVE.
DURHAM LANE
EAST VILLAGE BLVD.
MYSTIC DR.
WESTBURY BLVD.
AVON CR.
ADDISON LN.
ROB ROY CREEK
CORNELIS ROAD
IL ROUTE 47

SITE DATA			
SINGLE FAMILY	93.13 ACRES	31.0 %	252 UNITS
12,000 SQ. FT.	NEIGHBORHOODS 1, 6, 8A & 8B		
SINGLE FAMILY ATTACHED	73.61 ACRES	24.5%	570 UNITS
TOWNHOMES	37.12 AC.	275 UNITS	
COURTYARD HOMES	36.29 AC.	295 UNITS	
OPEN SPACE	92.69 ACRES	30.8%	
OPEN SPACE A	18.86 AC.		
OPEN SPACE B	24.13 AC.		
OPEN SPACE C	2.29 AC.		
OPEN SPACE D	.27 AC.		
SINGLE FAMILY DETENTION	8.40 AC.		
SCHOOL SITE	15.00 AC.		
PARK SITE 1	6.47 AC.		
PARK SITE 2	3.81 AC.		
BUFFERS	11.69 AC.		
REGIONAL TRAIL	1.87 AC.		
COMMERCIAL	33.58 ACRES	11.1 %	
INTERNAL R.O.W.	6.56 ACRES	2.2%	
FUTURE R.O.W. (FUTURE EXPANSION OF CORNELIS ROAD TO AN 80' R.O.W.)	1.19 ACRES	.4%	
TOTAL	300.66 ACRES	100%	822 UNITS
DENSITY			
GROSS	2.73 UNITS/AC.		
NET*	3.08 UNITS/AC.		

* INCLUDES REMOVAL OF 33.58 AC COMMERCIAL SITE

TYPICAL SINGLE FAMILY LOT (80' CORNER MIN.) — LOTS ADJACENT TO OPEN SPACE (80' CORNER MIN.)

SUBJECT SITE

LOCATION MAP
NOT TO SCALE

OVERALL PRELIMINARY P.U.D. PLAN & PLAT

SCALE IN FEET: 200 100 0 200 400 600

NORTH

SHEET NUMBER L1 2 OF 5

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
tlg @ lannert.com

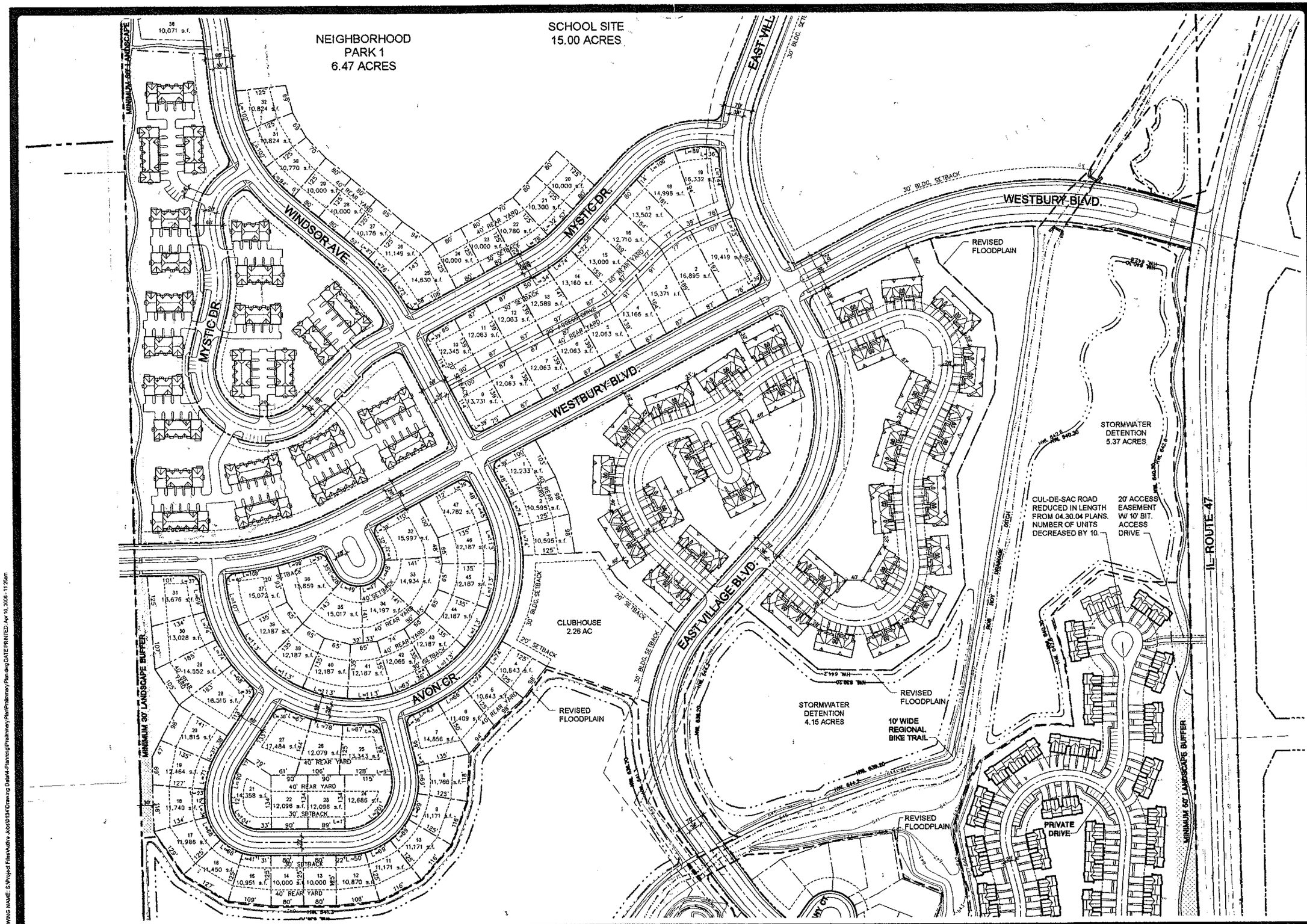
ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA 22314
(703) 299-8060
(703) 299-8199 (fax)

DRAWN BY: TEL/TRC

REVISIONS: 04.30.04; 01.20.06; 02.14.06; 03.30.06; 04.10.06

DATE: 04.06.04

JOB NO.: 0134



JOB NO.: 0134

DATE: 04.06.04

REVISIONS:
04.30.04
01.20.06
02.14.06
03.30.06
04.10.06

DRAWN BY: TEL/TRC

ocean atlantic
OWNER/DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VA. 22314
(703) 299-8060 (FAX)
(703) 299-8199

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax (630) 208-8050
http://www.lannert.com
lg@lannert.com

POD 2, POD 3, POD 8A & POD 8B

NORTH

SCALE IN FEET
0 50 100 200 300

SHEET NUMBER
L3
4 OF 5

DRAWING NAME: S:\Project Files\Active Jobs\0134\Drawing Data\4-Planning\Preliminary Plan\Preliminary Plan.dwg DATE PRINTED: Apr 10, 2006 - 11:25am

Reviewed By:	
Legal	■
Finance	☐
Engineer	■
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #6

Tracking Number

EDC 2024-31

Agenda Item Summary Memo

Title: Blackberry Oaks Golf Clubhouse – Annexation Request

Meeting and Date: Economic Development Committee – May 7, 2024

Synopsis: Annexation of the existing clubhouse of the Blackberry Oaks golf course.

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, AICP (Name) Community Development (Department)

Agenda Item Notes:

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, post at 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

Memorandum

To: Economic Development Committee
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: April 22, 2024
Subject: **Blackberry Oaks – Golf Clubhouse Annexation**
Proposed Annexation Agreement Request

SUMMARY:

The petitioner, Chicago Title Land Trust Company as Successor to American National Bank and Trust (Trust No. 110740-09), property owner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting to annex approximately 4.89 acres of unincorporated commercial land currently used as a clubhouse for the Blackberry Oaks Golf Club and to enter into an annexation agreement with the city. The property is located immediately west of Kennedy Road and south of the Burlington Northern Santa Fe (BNSF) railroad in unincorporated Bristol Township in Kendall County, as depicted in the map below. The aim of this annexation agreement is to enable the construction of



LOCATION MAP - BLACKBERRY OAKS ANNEXATION

United City of Yorkville, Illinois
Date: February 23, 2024
File Location: O:\Development\Development Projects\Blackberry Oaks (Annexation)\Maps

specific enhancements along Kennedy Road, which involves expanding the roadway, as outlined in the terms of the agreement.



Image Courtesy of Kendall Co. GIS

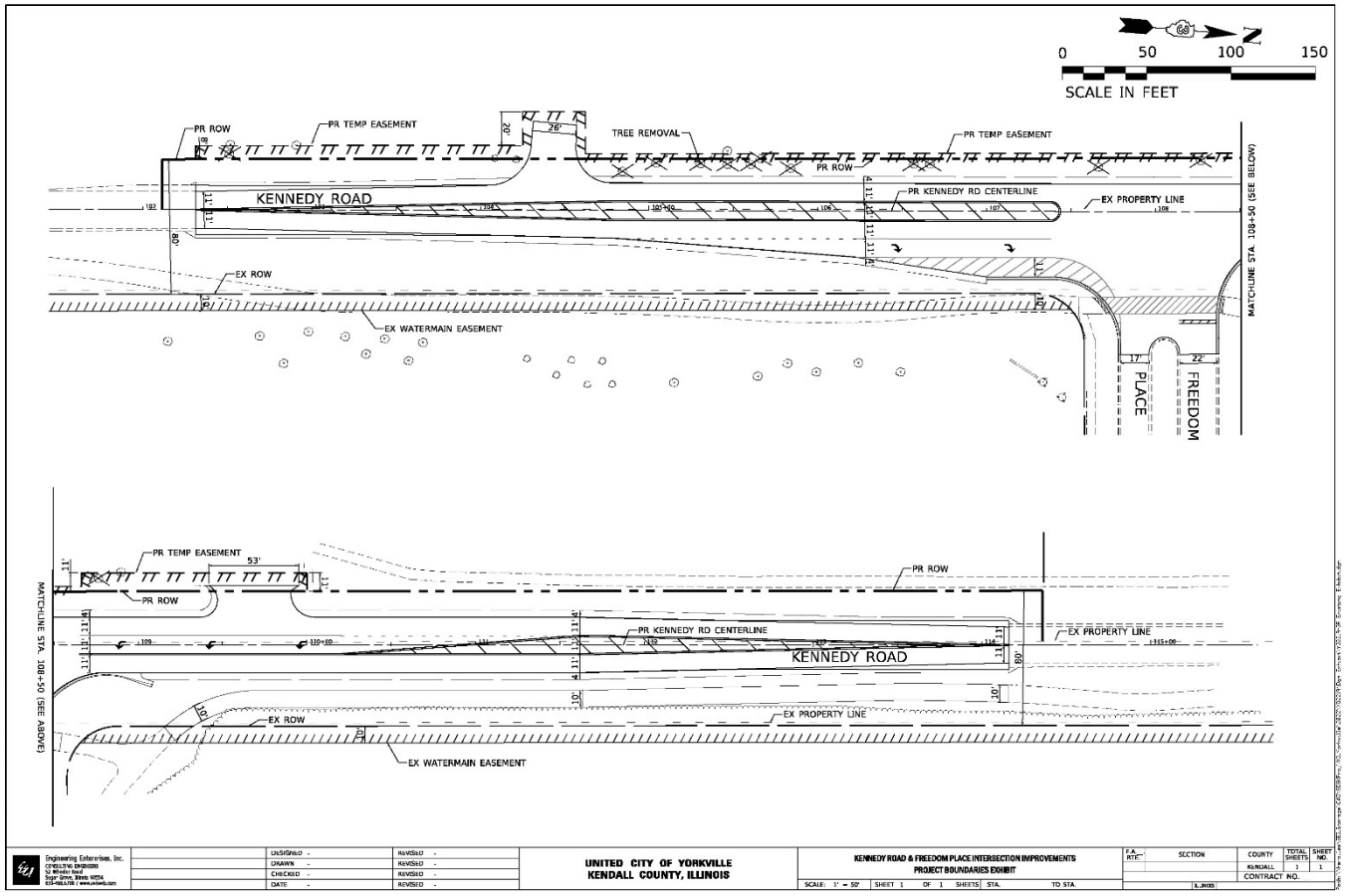
PROPERTY BACKGROUND/ZONING:

The nearly 5-acre parcel has a common address of 2245 Kennedy Road located in unincorporated Kendall County. The property is occupied by a ~7,000 square foot single-story frame clubhouse built in 1994 as part of the larger 18-hole Blackberry Oaks Golf Course. The clubhouse structure also houses a restaurant, The Oaks Grille, and retail pro shop.

The current Kendall County zoning for the property, approved in 1990, is A-1 Agricultural Special Use-Planned Urban Development. Upon annexation into Yorkville, the parcel will be rezoned R-1 Single-Family Suburban Residence District, per Section 10-3-4 of the Unified Development Ordinance. Golf Courses, including accessory support facilities such as retail sales and restaurants, are permitted land uses within the R-1 District. Therefore, once annexed, no additional rezoning of the parcel is required.

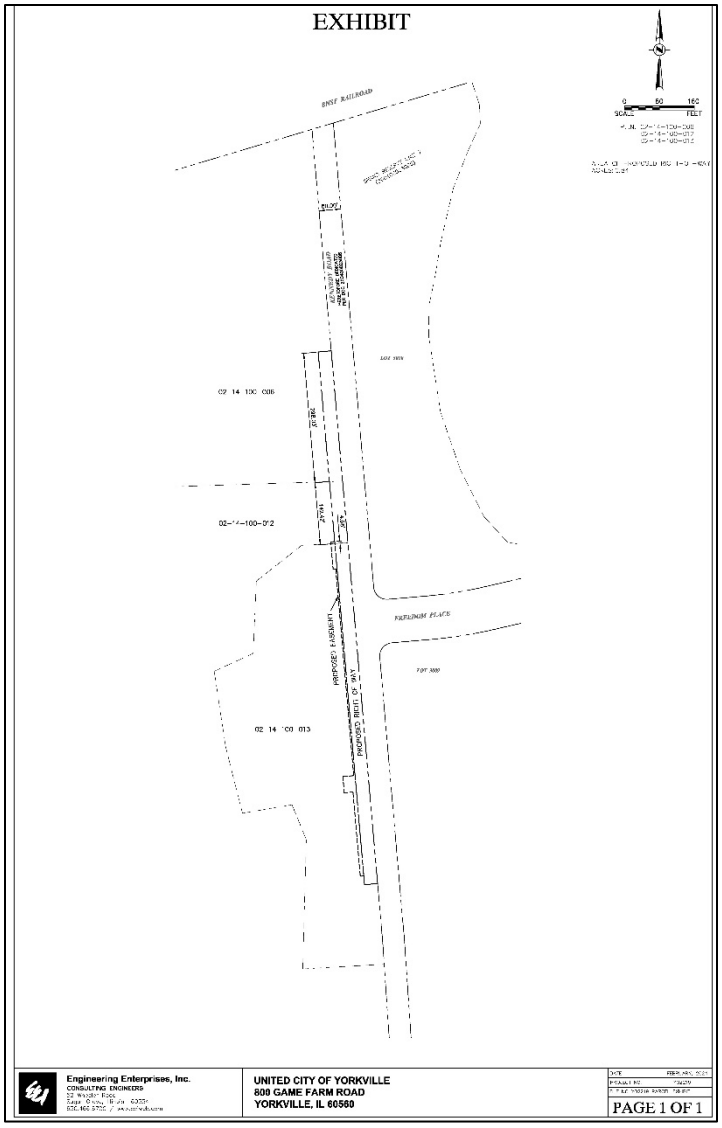
PROPOSED KENNEDY ROAD IMPROVEMENTS:

The city proposes to improve the intersection of Kennedy and Freedom Place by installing turn lanes, as depicted in the plan below. This includes widening Kennedy Road, a portion of which is



immediately adjacent to the Blackberry Oaks Golf Club and to the property to the north, also owned by the petitioner.

In order to construct the public improvements, the owner will grant the city a temporary construction easement (approx. 0.11 acres) and dedicate a portion totaling 0.84 acres of the subject property, as well as approximately 4.68 feet of the property immediately to the north (refer to exhibit to the right). The construction will also require the removal of an established tree line. In exchange for the easement and dedication, the city will annex the parcel and provide municipal water service to the golf club facility in addition to planting new trees on the property.



PROPOSED ANNEXATION AGREEMENT TERMS:

A draft of the proposed annexation has been attached for your review. In summary, the terms include the following:

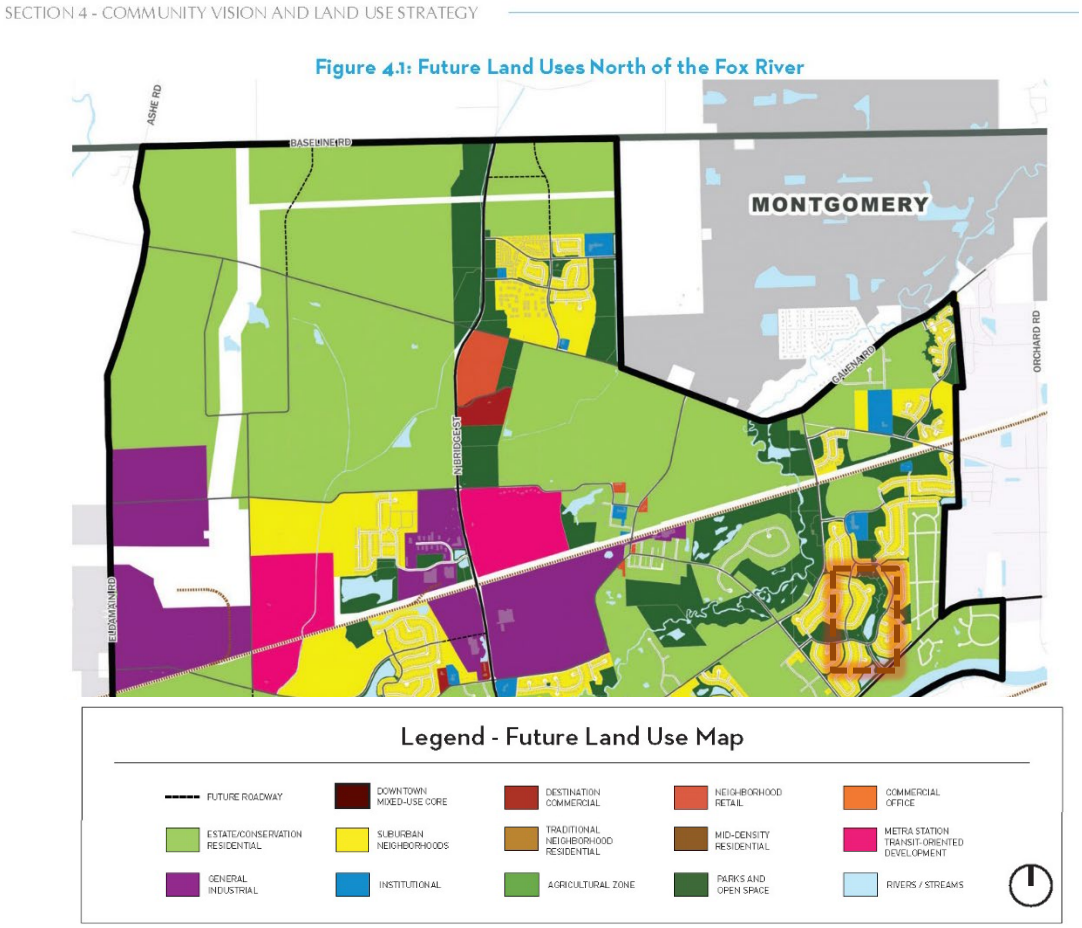
- Zoning
    - Upon annexation the property will be zoned as R-1 Single Family Suburban Residence District.
    - The property shall be permitted to retain the structure as it currently exists with no requirements to make any exterior or interior changes or repairs.
    - Golf course reserves the right to be allowed to use irrigation wells and ponds to water the golf course greens.
- Landscaping
    - City will remove thirteen (13) large oak trees currently on the subject property along Kennedy Road.
    - City will install sixty (60) small trees, thirty (30) medium trees or fifteen (15) large trees, or a mixture thereof equating to sixty (60) small trees.
    - City agrees to replace any dead trees during a period of eight (8) years following initial installation.
- Tax Rebate
    - All property taxes levied upon the property by the City will be rebated to the owner for a period of ten (10) years.
- Municipal Water
    - City will extend a municipal water line to the property. The installation and connection to the water system shall be provided free of charge. However, standard water usage rates

upon installation shall apply. The City further agrees that no sewer service fees shall be charged until such time the owner connects to the sewer line.

- Term
    - The terms of the annexation agreement are binding for a term of twenty (20) years.

COMPREHENSIVE PLAN:

The 2016 Comprehensive Plan designates the future land use for this property as "Parks and Open Space". The Parks and Open Space (OS) designation encompasses all parks, green space, recreational lands and includes county and state parks. The intent of this district is to preserve such areas, enhance their functions as active centers for recreational activity and to achieve a well-connected system of "green" infrastructure within Yorkville. The existing golf course and clubhouse use is consistent with the current Comprehensive Plan's future land use designation of Parks and Open Space.



STAFF COMMENTS:

Staff is supportive of the requested annexation and draft annexation agreement. This matter is scheduled for a public hearing before the City Council on May 14, 2024, with final vote anticipated at the May 28, 2024 meeting. The proposed expediated schedule is requested in order to meet timelines/deadlines for the upcoming construction season.

ATTACHMENTS:

1. Draft Annexation Agreement with exhibits
2. Annexation Petition
3. Public Hearing Notice

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter *("Agreement"),* is made and entered into this ____ day of _____ **2024__,** by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as *"City"* and Chicago Title Land Trust Company as Successor to American National Bank and Trust Company as Trustee under a trust agreement dated April 1, 1990 and known as Trust No. 110740-09, hereinafter referred to as *"Owner".*

WITNESSETH:

WHEREAS, the Owner owns fee simple interest to the real property which is legally described in *Exhibit A* attached hereto, consisting of approximately 4.89 acres, and identified by Parcel Number 02-14-100-013and legally described on Plat of Annexation attached hereto as Exhibit A (the *"Subject Property");* and

WHEREAS, the City has determined it is necessary to widen Kennedy Road, a portion of which is immediately adjacent to the Subject Property as well as adjacent to the property north of the Subject Property identified by Parcel Number 02-14-100-012, also owned by the Owner (the *"Public Improvement"*); and

WHEREAS, in order to construct the Public Improvement, the City requires the Owner grant a temporary construction Easement as legally described and depicted in Exhibit B attached hereto and to dedicate a portion of the Subject Property and approximately 4.68 feet of the property immediately to the north all legally described on the Plat of Dedication attached hereto as Exhibit C and as depicted on Exhibit D attached hereto; and

WHEREAS, the Owner has agreed to annex the Subject Property and dedicate that portion of the Subject Property and the property to the north of the Subject Property as described in the Plat of Dedication for and in consideration of the terms and conditions of this Agreement; and

WHEREAS, it is the desire of the Owner that when annexed, the City shall provide municipal water access to the Subject Property, that certain tax benefits shall be granted to the Subject Property, that the City shall plant a given number of trees on the Subject Property as compensation for any trees lost as a result of the construction of the Public Improvement with a commitment to replace any new trees that die within a given period; and

WHEREAS, it is the desire of the Mayor and City Council (the *"Corporate Authorities")* to obtain the Easement and the Plat of Dedication from the Owner in order to construct the Public

Improvement pursuant to the terms and conditions of this Agreement and the ordinances of the City; and

WHEREAS, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and

WHEREAS, all notices and publications as required by law relating to this Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code, 65 ILCS 11-15.1-1 et. seq. (the *"Municipal Code");* and

WHEREAS, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement, and, pursuant to legal notice as required by law, held such public hearing thereon; and

WHEREAS, the Owner and City agree that upon Annexation to the City of the Subject Property shall be R-1 which permits the current use of the Subject Property as a clubhouse; and

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq.* of the Municipal Code, relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Owner agree as follows:

Section 1. Annexation.

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 7-l-l *et seq.* of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

Section 2. *Zoning.*

A. The City hereby confirms that the Subject Property shall be classified and shall be zoned as R-1 which permits its current use as a golf course which is defined by the Yorkville Unified Development Ordinance as "A facility providing a private or public golf recreation area designed for regulation play along with accessory golf support facilities including golf related sales, restaurant, golf driving range but excluding miniature golf."

B. The City and the Owner agree that the Subject Property shall be permitted to retain in place, the structures now existing on the Subject Property with no mandated interior or exterior changes or repairs.

C. [LANGUAGE DISCUSSING THAT THE GOLF COURSE IS ALLOWED TO USE IRRIGATION WELLS AND PONDS TO WATER THE GOLF COURSE ITSELF, even after the water service is provided]

D. [Location of sanitary sewer main, connection fee questions, any recapture?, golf course should contact YBSD with some questions]

Section 3. Landscaping.

A. The City and the Owner of the Subject Property agree that to complete the Public Improvement, the City shall be required to remove approximately thirteen (13) large oak trees that currently stand along Kennedy Road on the Subject Property.

B. The City and the Owner of the Subject Property agree that the City shall be required to replace the lost trees with sixty (60) small trees, thirty (30) medium trees, or fifteen (15) large trees, or a mixture of various tree sizes that would equate to sixty (60) small trees, for installation at the Subject Property. The species of the trees to be purchased by the City shall be agreed upon by the City and the Owner of the Subject Property. The City shall be responsible for installation of the trees that are purchased pursuant to this Section 3(B) and the Owner agrees to use its best efforts for the care of the trees as installed by the City.

C. The City and the Owner of the Subject Property agree that the City, at the City's expense, shall replace any trees planted by the City due to the loss of trees from the construction of the Public Improvement that may die over a period of eight (8) years from installation. The trees that this Section 3(C) shall apply to shall be identified and documented by the City as of the date of installation. The City also agrees, in addition to the trees installed by the City, to replace any tree lost by the Owner as a direct result of the construction of the Public Improvements as determined by a certified arborist within three (3) years of completion.

Section 4. Owner's Obligations

A. The Owner shall convey the temporary construction Easement to the City as legally described and depicted on the attached *Exhibit B,* as required for the completion and of the Public Improvement.

B. The Owner shall dedicate that portion of their property required for the Public Improvement, as legally described and depicted on the Plat of Dedication, which is attached hereto as *Exhibit C.*

Section 5. Other Considerations.

A. The City and the Owner of the Subject Property agree that all property taxes levied upon the Subject Property by the City of Yorkville shall be rebated to the Owner for a period of ten (10) years beginning the first year the Subject Property is annexed into the City and property taxes have been assessed by the City, paid and distributed to the City by the County.

B. The City and the Owner agree that the City of Yorkville shall extend water service to the Subject Property approximately five (5) feet from the building, thereby providing access to municipal water at the Subject Property and the Owner shall grant necessary access to the Subject Property to construct such extension. The installation of the municipal water service to the Subject Property and connection to the water system shall be provided free of the ordinary City fees; provided however, the Owner is responsible for any internal plumbing work and the connection of the water service to the building. Standard rates as designated by the City of Yorkville shall apply to all water usage once municipal water lines have been installed at the Subject Property. The City agrees that no sewer service

fees shall be charged until such time as the Owner connects to the sewer service line

Section 6. Binding Effect and Term.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and tenth year the City rebates to the Owner that potion of the real estate taxes levied by the City on the Subject Property.

Section 7. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

To the City: United City of Yorkville
651 Prairie Point Dr.
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to: Kathleen Field Orr
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, Illinois 60563

To the Owner: Chicago Land Title Trust Company.
as Successor Trustee under Trust No
110740-09 under Trust Agreement dated
April 1, 1990
c/o: Blackberry Golf Course
P.O. Box 265
2245 Kennedy Road
Bristol, Illinois 60512

With a copy to: Scott Pointner
Rathje Woodward, LLC.
300 E. Roosevelt Road, Suite 220
Wheaton, Illinois 60187

Section 8. Agreement to Prevail over Ordinances.

In the event of any conflict between this Agreement and any ordinances of the City in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the of any such conflict or inconsistency.

Section 9. *Provisions.*

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

[Remainder of page intentionally blank. Signature pages follow]

IN **WITNESS WHEREOF,** the parties hereto have caused this Annexation Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

I, _____, a duly qualified and acting notary public of the State of Illinois, do hereby certify on the _____ day of _____, 20___, _____, who is personally known and announced to me, did appear before me and set their hand to the instrument set forth above. They did further announce that they did so as their free and volitional act, and the same was not a product of fraud, duress, or coercion.

_____
NOTARY PUBLIC

IN **WITNESS WHEREOF,** the parties hereto have caused this Annexation Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

Chicago Title Land Trust Company as Successor to American National Bank and Trust Company as Trustee under a trust agreement dated April 1, 1990 and known as Trust No. 110740-09

By: _____
Owner

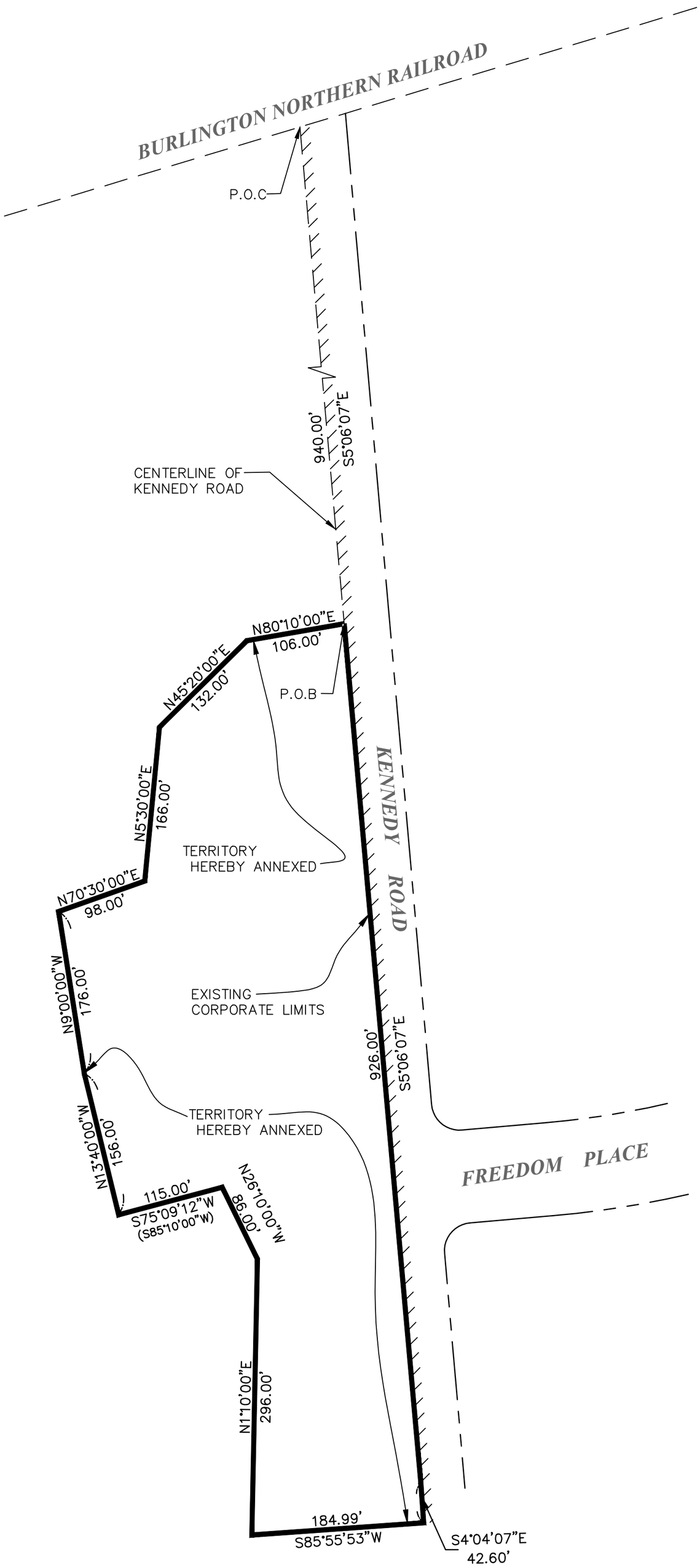
STATE OF ILLINOIS)
) SS.
COUNTY OF KENBDALL)

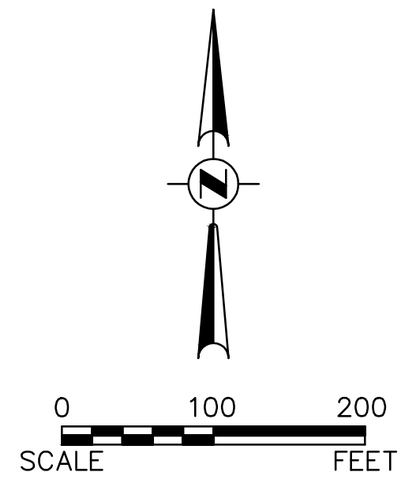
I, _____, a duly qualified and acting notary public of the State of Illinois, do hereby certify on the _____ day of _____, 20___, _____, who is personally known and announced to me, did appear before me and set their hand to the instrument set forth above. They did further announce that they did so as their free and volitional act, and the same was not a product of fraud, duress, or coercion.

_____
NOTARY PUBLIC

PLAT OF ANNEXATION

TO THE UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS





P.I.N. 02-14-100-013

LEGAL DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY WITH THE CENTER LINE OF KENNEDY ROAD; THENCE SOUTH 05 DEGREES 06 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE, 940.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 06 MINUTES 07 SECONDS EAST ALONG SAID CENTERLINE, 926.00 FEET; THENCE SOUTH 04 DEGREES 04 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE, 42.60 FEET; THENCE SOUTH 85 DEGREES 55 MINUTES 53 SECONDS WEST, 184.99 FEET; THENCE NORTH 01 DEGREE 10 MINUTES 00 SECONDS EAST, 296.00 FEET; THENCE NORTH 26 DEGREES 10 MINUTES 00 SECONDS WEST, 86.00 FEET; THENCE SOUTH 75 DEGREES 09 MINUTES 12 SECONDS WEST, 115.00 FEET; THENCE NORTH 13 DEGREES 40 MINUTES 00 SECONDS WEST, 156.00 FEET; THENCE NORTH 09 DEGREES 00 MINUTES 00 SECONDS WEST, 176.00 FEET; THENCE NORTH 70 DEGREES 30 MINUTES 00 SECONDS EAST, 98.00 FEET; THENCE NORTH 05 DEGREES 30 MINUTES 00 SECONDS EAST, 166.00 FEET; THENCE NORTH 45 DEGREES 20 MINUTES 00 SECONDS EAST, 132.00 FEET; THENCE NORTH 80 DEGREES 10 MINUTES 00 SECONDS EAST, 106.00 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

THIS IS TO CERTIFY THAT THE TERRITORY DESCRIBED AND SHOWN HEREON WAS INCORPORATED INTO AND MADE A PART OF THE UNITED CITY OF YORKVILLE, ILLINOIS BY ORDINANCE No. _____, ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20__.

_____
CITY CLERK

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

THIS IS TO CERTIFY THAT WE, ENGINEERING ENTERPRISES, INC. HAVE PLATTED THE PROPERTY DESCRIBED HEREON, AS SHOWN BY THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT SUGAR GROVE, ILLINOIS, THIS 14th DAY OF FEBRUARY 2024.

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3581
(EXP. 11/30/24)

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

DATE:	FEBRUARY 14, 2024
PROJECT NO.	YO2219
FILE NO YO2219 ANNEXATION	

GRANT OF EASEMENT

TO THE

UNITED CITY OF YORKVILLE

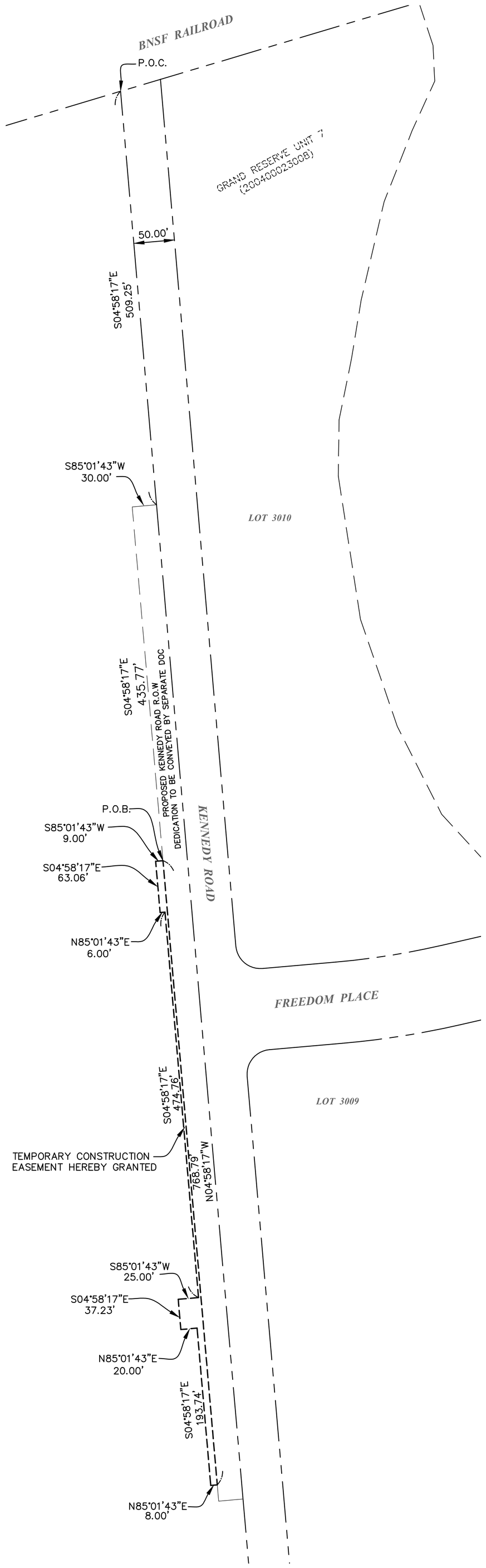
KENDALL COUNTY, ILLINOIS

PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS

0 80 160
SCALE FEET

P.I.N. 02-14-100-006
02-14-100-012
02-14-100-013

AREA OF PROPOSED EASEMENT
ACRES: 0.11



TEMPORARY CONSTRUCTION EASEMENT PROVISIONS

A TEMPORARY CONSTRUCTION EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ITS CONTRACTORS AND OR ASSIGNS FOR ALL AREAS HEREON PLATTED AND DESIGNATED AS "TEMPORARY CONSTRUCTION EASEMENT". FOR THE PURPOSE OF GRADING PER THE APPROVED ENGINEERING PLANS PREPARED BY ENGINEERING ENTERPRISES, INC. AND DATED _____.

THE TEMPORARY CONSTRUCTION EASEMENT SHALL EXPIRE ON DECEMBER 31, 2025, OR AT THE COMPLETION OF THE CONSTRUCTION OF THE INTERSECTION IMPROVEMENTS, WHICHEVER OCCURS FIRST. THE GRANTOR SHALL HAVE THE RIGHT TO FULLY USE AND ENJOY THE SAID PREMISES, EXCEPT DURING CONSTRUCTION BY GRANTEE.

SAID EASEMENT SHALL FURTHER GRANT AND ALLOW THE UNITED CITY OF YORKVILLE ITS CONTRACTORS AND OR ASSIGNS THE RIGHT TO PERFORM ALL NECESSARY GRADING FOR THE CONSTRUCTION ACTIVITIES. THE EASEMENT AREA SHALL BE RESTORED TO ITS PRE-CONSTRUCTION CONDITION AS SOON AS PRACTICAL.

LEGAL DESCRIPTION; TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF GRANDE RESERVE UNIT 7 SUBDIVISION; THENCE SOUTH 04 DEGREES 58 MINUTES 17 SECONDS EAST, ALONG THE WEST LINE OF SAID SUBDIVISION, 509.25 FEET; THENCE THENCE SOUTH 85 DEGREES 01 MINUTES 43 SECONDS WEST, 30.00 FEET; THENCE SOUTH 04 DEGREES 58 MINUTES 17 SECONDS EAST, 435.77 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES 01 MINUTES 43 SECONDS WEST, 9.00 FEET; THENCE SOUTH 04 MINUTES 58 MINUTES 17 SECONDS EAST, 63.06 FEET; THENCE NORTH 85 DEGREES 01 MINUTES 43 SECONDS EAST, 6.00 FEET; THENCE SOUTH 04 DEGREES 58 MINUTES 17 SECONDS EAST, 474.76 FEET; THENCE SOUTH 85 DEGREES 01 MINUTES 43 SECONDS WEST, 25.00 FEET; THENCE SOUTH 04 DEGREES 58 MINUTES 17 SECONDS EAST, 37.23 FEET; THENCE NORTH 85 DEGREES 01 MINUTES 43 SECONDS EAST, 20.00 FEET; THENCE SOUTH 04 DEGREES 58 MINUTES 17 SECONDS EAST, 193.74 FEET; THENCE NORTH 85 DEGREES 01 MINUTES 43 SECONDS EAST, 8.00 FEET; THENCE NORTH 04 DEGREES 58 MINUTES 17 SECONDS WEST, 768.79 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

STATE OF ILLINOIS)
)SS
COUNTY OF)

THIS IS TO CERTIFY THAT BLACKBERRY GOLF INC, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DOES HEREBY CONSENT TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

DATED AT _____, _____, THIS _____ DAY OF _____, 2023.

BLACKBERRY GOLF INC,
PO BOX 265
BRISTOL, ILLINOIS 60512

BY: _____ _____
PRESIDENT SECRETARY

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY

AND STATE AFORESAID, DO HEREBY CERTIFY THAT_____AND _____, PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF BLACKBERRY GOLF INC, 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 _____, 2023.

_____
NOTARY PUBLIC

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

I, _____, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.

DATED AT YORKVILLE, ILLINOIS THIS ___ DAY OF _____ 2023.

_____
CITY ENGINEER

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

APPROVED AND ACCEPTED BY THE UNITED CITY OF YORKVILLE, ILLINOIS,

THIS _____ DAY OF _____, 2023.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT ENGINEERING ENTERPRISES, INC. HAS PREPARED THIS GRANT OF EASEMENT AS SHOWN BY THE ANNEXED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS,

THIS TH DAY OF MARCH, 2023.

By _____
PROFESSIONAL LAND SURVEYOR #3581
EXP 11/30/24

ENGINEERING ENTERPRISES INC.
PROFESSIONAL DESIGN FIRM # 184-002003
EXP 04/30/23

MARK G. SCHELLER
035-003581
PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS
SUGAR GROVE, IL

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

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

DATE: MARCH, 2023
PROJECT NO. YO2219 EASEMENT 02
FILE NO YO2219 EASEMENT 02

PLAT OF DEDICATION

TO THE

UNITED CITY OF YORKVILLE

KENDALL COUNTY, ILLINOIS

PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7
EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT BLACKBERRY GOLF INC, AN ILLINOIS CORPORATION, AS FEE SIMPLE OWNERS OF THE UNDERLYING PROPERTY SHOWN HEREON, DOES HEREBY GRANT, CONVEY AND WARRANTEE THE PROPERTY DESCRIBED HEREIN TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

DATED AT _____, _____, THIS _____ DAY OF _____, 2019.

NAME AND ADDRESS:

BY: _____
PRESIDENT

BY: _____
SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

NOTARY CERTIFICATE

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY

AND STATE AFORESAID, DO HEREBY CERTIFY THAT_____AND_____,

PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF BLACKBERRY GOLF INC, 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 _____, 2019.

_____
NOTARY PUBLIC

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE

UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____DAY OF_____, 2023.

_____
MAYOR

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

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

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

ILLINOIS, THIS _____DAY OF _____ 2023.

_____
COUNTY CLERK

LEGAL DESCRIPTION

THAT PART OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF GRANDE RESERVE UNIT 7 SUBDIVISION; THENCE SOUTH 04 DEGREES 58 MINUTES 17 SECONDS EAST, ALONG THE WEST LINE OF SAID SUBDIVISION, 509.25 FEET, FOR THE POINT OF BEGINNING; THENCE THENCE SOUTH 85 DEGREES 01 MINUTES 43 SECONDS WEST, 30.00 FEET; THENCE SOUTH 04 DEGREES 58 MINUTES 17 SECONDS EAST, 1224.65 FEET; THENCE NORTH 85 DEGREES 01 MINUTES 43 SECONDS EAST TO SAID WEST LINE, 30.00 FEET; THENCE NORTH 04 DEGREES 58 MINUTES 17 SECONDS WEST, ALONG SAID WEST LINE 1224.65 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

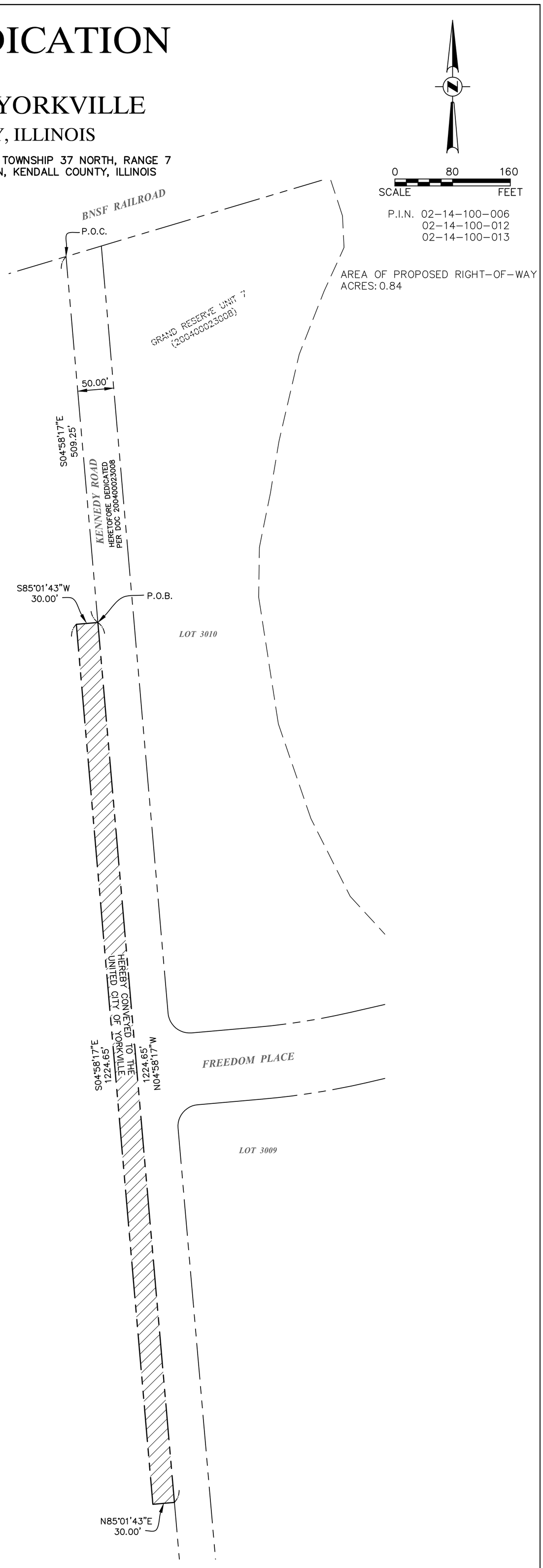
STATE OF ILLINOIS)
)ss
COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, MARK G. SCHELLER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3581, HAVE SURVEYED, AND PLATTED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSES OF DEDICATING SAID PROPERTY TO THE UNITED CITY OF YORKVILLE

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS, THIS___DAY OF MARCH, 2023.

BY: _____
MARK G., SCHELLER
PROFESSIONAL LAND SURVEYOR #3581
(EXP-11-30-24)

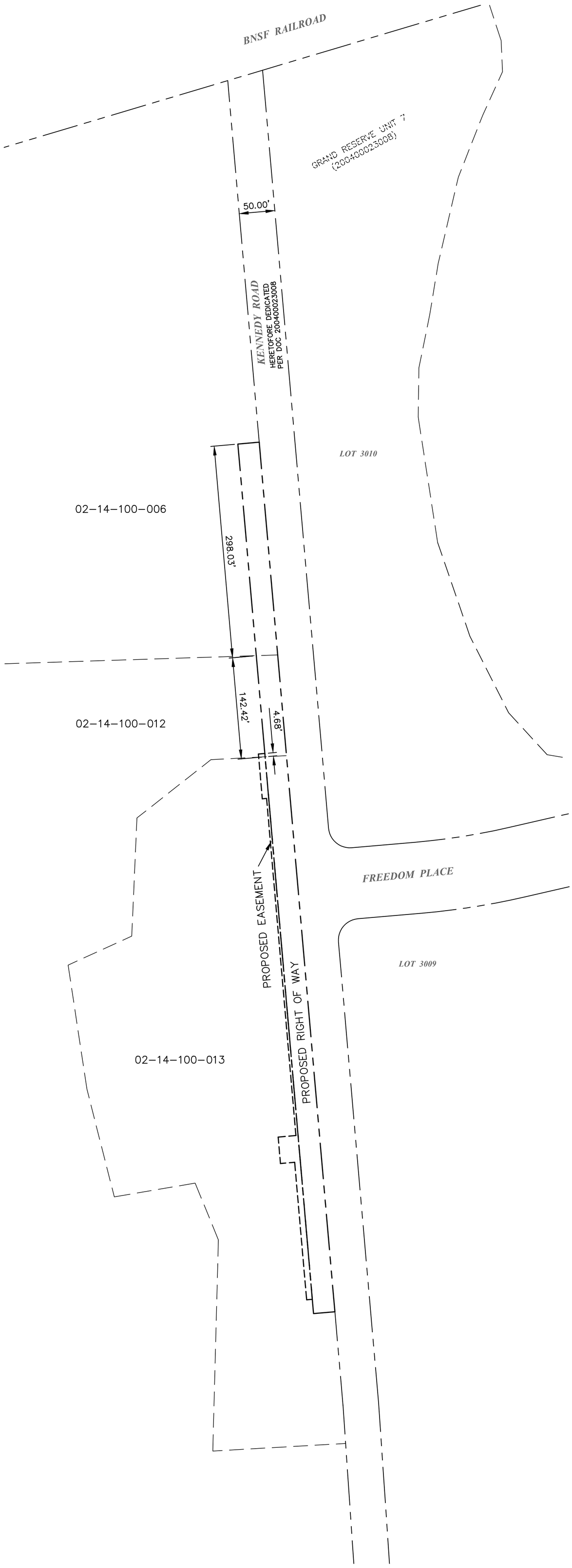
ENGINEERING ENTERPRISES INC.
PROFESSIONAL DESIGN FIRM # 184-002003
(EXP-04-30-23)



Engineering Enterprises, Inc. **CONSULTING ENGINEERS** 52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 / www.eeiweb.com	**UNITED CITY OF YORKVILLE** **800 GAME FARM ROAD** **YORKVILLE, IL 60560**

DATE:	MARCH, 2023
PROJECT NO.	YO2219 DED 01
FILE NO YO2219 DED 01	

EXHIBIT



0 80 160
SCALE FEET

P.I.N. 02-14-100-006
02-14-100-012
02-14-100-013

AREA OF PROPOSED RIGHT-OF-WAY
ACRES: 0.84

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

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

DATE:	FEBRUARY, 2024
PROJECT NO.	YO2219
FILE NO YO2219 PARCEL EXHIBIT	

PETITION FOR ANNEXATION

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

TO: THE CITY COUNCIL AND CITY CLERK
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

The undersigned, each being 18 or more years of age and under no disability, hereby petition the United City of Yorkville to annex within its corporate limits, the real estate described on the Plat of Annexation, attached hereto as Exhibit A, in the County of Kendall, and for the purpose of authorizing the United City of Yorkville to enact an appropriate ordinance of annexation in the manner provided by **65 ILCS 5/7-1-8**, and knowing that the certifications herein made will be relied upon by the United City of Yorkville, the undersigned persons certify to the United City of Yorkville the following:

1. That the above described territory is now contiguous to the United City of Yorkville.
2. That the above described territory is not within the corporate limits of any municipality.
3. That there are no electors residing on the property above described.[1]
4. That the undersigned persons are authorized representatives of the Chicago Title Land Trust Company as Successor to American National Bank and Trust Company as Trustee under a trust agreement dated April 1, 1990 and known as Trust No. 110740-09, the true and correct owner(s) of record of all the land within the above described territory, as established by the records in the Office of the Recorder of Deeds of Kendall County, Illinois; subject to public streets.[2]
5. That a plat of the real estate sought to be annexed is attached as Exhibit A.[3]

---

[1] At least 51% of the electors residing within the annexation territory must sign the annexation petition. If, for example, six (6) electors reside within the annexation territory, four (4) electors must sign the annexation petition.
[2] All owners of record of the territory sought to be annexed must sign the annexation petition. If a land trust is the actual owner of a portion of the annexation territory, the land trustee must execute the annexation petition. If a husband and wife jointly own property within the annexation territory, both of them must sign the annexation petition.
[3] An unconditional petition for annexation must be on file with the Village prior to the adoption of the annexation ordinance. The annexation petition, when acted on, may not be contingent upon zoning, subdivision or any other condition.

FORM OF ACKNOWLEDGMENT FOR OWNERS OF RECORD

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

The undersigned, being first duly sworn upon his oath, deposes and states that he has subscribed to the foregoing Petition for Annexation and has read the same before signing; that the statements made therein are true and correct; and that no persons, firms or corporations other than those named herein have any right, title or interest of record in any of the above described property herein requested to be annexed.

OWNERS' SIGNATURES	PRINT NAME OPPOSITE SIGNATURE
	John D. Boughton
	DONNA L. MALY
	GARY A. BLOCKER

Subscribed and Sworn to before me by each of the persons whose signatures appear above this 11 day of April, 2024.

David Mangione
Notary Public

DAVID MANGIONE
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 28, 2026

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT
BEFORE
UNITED CITY OF YORKVILLE
CITY COUNCIL

NOTICE IS HEREBY GIVEN THAT Blackberry Golf, Inc., petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of an approximately 4.89-acre tract of property into the City's municipal boundary. The property is located immediately west of Kennedy Road and south of the Burlington Northern Santa Fe (BNSF) railroad in unincorporated Bristol Township in Kendall County. The land is currently used as a clubhouse for the Blackberry Oaks Golf Club. The purpose of this annexation agreement is to allow for the construction of certain improvements along Kennedy Road, including the widening of the roadway, pursuant to the terms of that annexation agreement.

The legal description of the tract of property is as follows:

LEGAL DESCRIPTION: PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY WITH THE CENTER LINE OF KENNEDY ROAD; THENCE SOUTH 05 DEGREES 06 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE, 940.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 06 MINUTES 07 SECONDS EAST ALONG SAID CENTERLINE, 926.00 FEET; THENCE SOUTH 04 DEGREES 04 MINUTES 07 SECONDS EAST ALONG SAID CENTER LINE, 42.60 FEET;THENCE SOUTH 85 DEGREES 55 MINUTES 53 SECONDS WEST, 184.99 FEET; THENCE NORTH 01 DEGREE 10 MINUTES 00 SECONDS EAST, 296.00 FEET; THENCE NORTH 26 DEGREES 10 MINUTES 00 SECONDS WEST, 86.00 FEET; THENCE SOUTH 75 DEGREES 09 MINUTES 12 SECONDS WEST, 115.00 FEET; THENCE NORTH 13 DEGREES 40 MINUTES 00 SECONDS WEST, 156.00 FEET; THENCE NORTH 09 DEGREES 00 MINUTES 00 SECONDS WEST, 176.00 FEET; THENCE NORTH 70 DEGREES 30 MINUTES 00 SECONDS EAST, 98.00 FEET; THENCE NORTH 05 DEGREES 30 MINUTES 00 SECONDS EAST, 166.00 FEET;THENCE NORTH 45 DEGREES 20 MINUTES 00 SECONDS EAST, 132.00 FEET; THENCE NORTH 80 DEGREES 10 MINUTES 00 SECONDS EAST, 106.00 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 02-14-100-013

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a Public Hearing for the purpose of considering and hearing testimony as to an ordinance authorizing the annexation to the City of the above-described tract of property on **Tuesday, May 14, 2024 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. An accurate map of the property proposed to be annexed to the City and form of the proposed annexation agreement are on file in the office of the Community Development Director.

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

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted

up to the date of the public hearing.

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

JORI BEHLAND
City Clerk

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #7

Tracking Number

EDC 2024-32

Agenda Item Summary Memo

Title: PZC 2024-09 – Kendall County Petition 24-04 (Fox Valley Family YMCA)

Meeting and Date: Economic Development Committee – May 7, 2024

Synopsis: 1.5-Mile Review for a site plan for a proposed new YMCA facility.

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, AICP (Name) Community Development (Department)

Agenda Item Notes:

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, post at 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

Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: April 9, 2024
Subject: **PZC 2024-09 – Kendall Co. Petition 24-04 (Site Plan Approval)**
1.5 Mile Review (Fox Valley Family YMCA)

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 petitioner, Larry Nelson, on behalf of the Fox Valley Family YMCA, Inc. (owner), is requesting site plan approval to construct a YMCA recreational facility, parking, and related infrastructure to a property at 1520 Cannonball Trail in Bristol Township. The real property and is located at the southeast corner of Cannonball Trail and Galena Road in unincorporated Kendall County.

PROPERTY BACKGROUND:

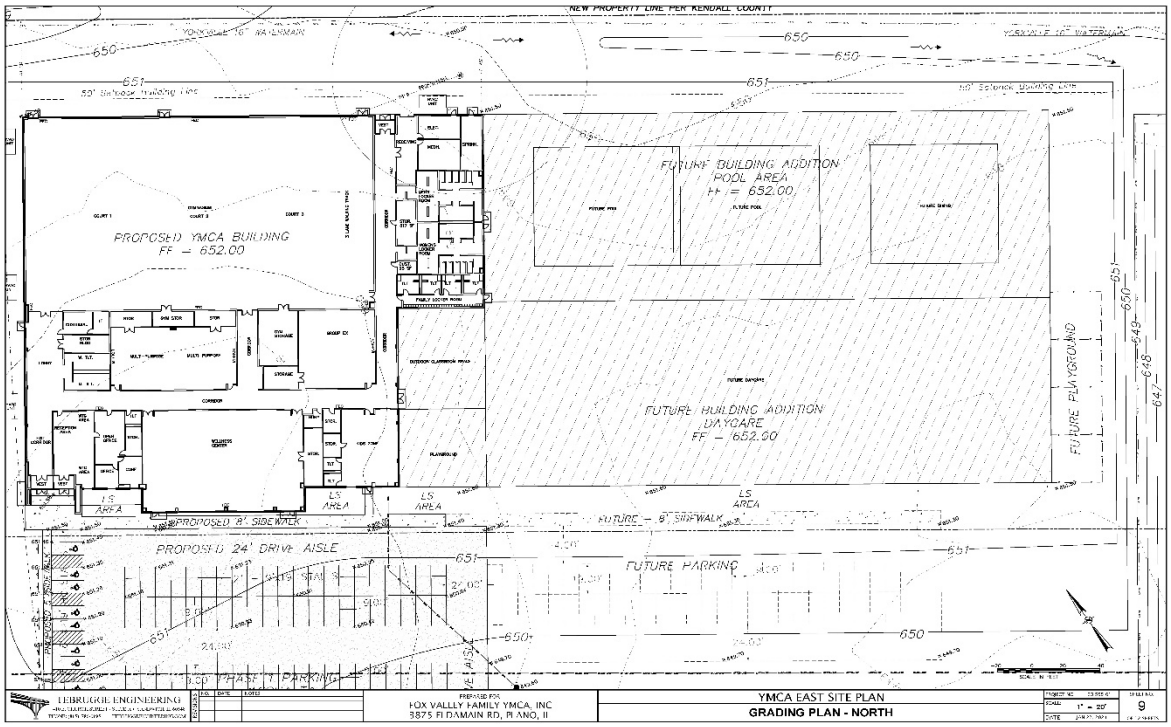
The property is located at 1520 Cannonball Trail in unincorporate Kendall County and comprised of two (2) parcels totaling ~25.8-acres. The northern parcel (PIN #02-10-300-019) is rectangular in shape and consisting of ~6.7 acres. The irregularly shaped southern parcel (PIN #02-10-300-020) is larger in area at ~19.1 acres. Currently owned by Fox Valley Family YMCA, Inc., the site is undeveloped and utilized for agricultural purposes. The property is immediately south of Yorkville's corporate boundary line with the Village of Montgomery, and immediately north of the Blackberry Hill Congregation Kingdom Hall. The nearest approved Yorkville residential development to the subject property is Bristol Bay South PUD immediately to the west and Grande Reserve subdivision approximately 1,500 feet to the east.

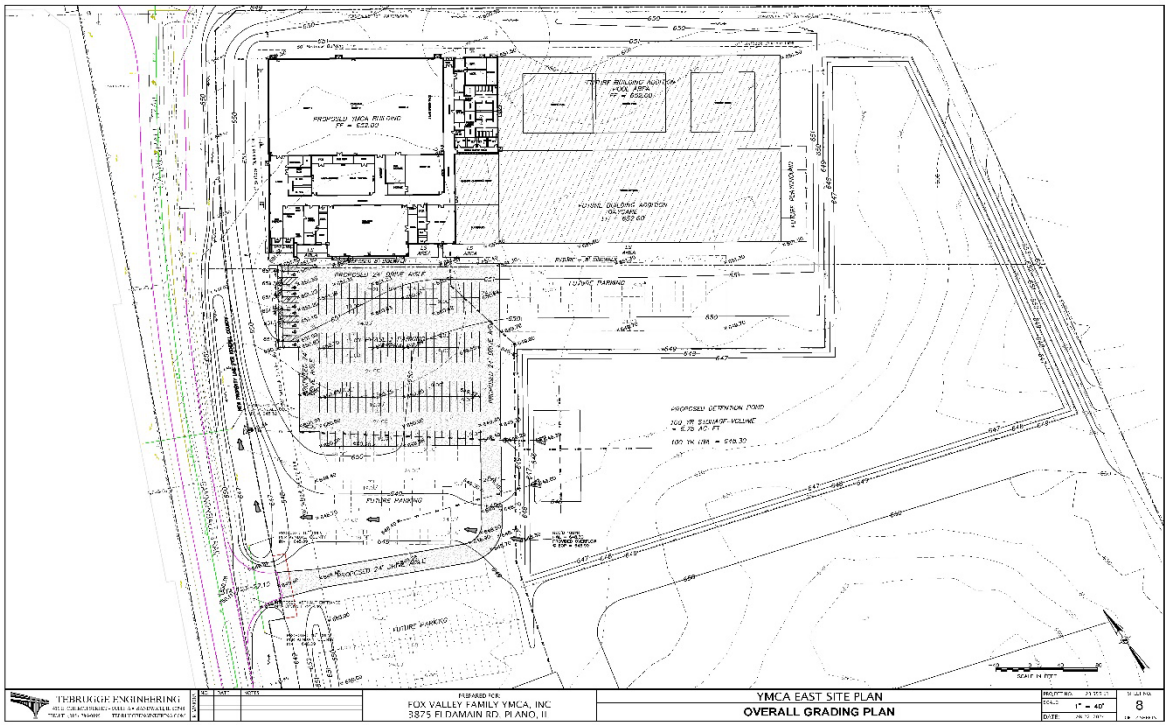


In 2001, the City of Yorkville annexed land south of Galena Road, including the subject property, and approved a planned unit development (PUD) agreement for a mixed-use residential and commercial land plan with underlining zoning of R-1, R-3 and B-3 known as Bristol Club. The subject property was zoned B-3 Service Business District. Subsequently, when the overall Bristol Bay subdivision was approved in 2005, the residential portion of the Bristol Club property to the west of Cannonball Trail was contemplated to be absorbed in the southern portion of the larger development. After years of the subject parcels remaining undeveloped, the Fox Valley Family YMCA acquired the property in 2015 with the intent to construct a recreational facility. After engaging the City about the requirement for certain building code regulations to be applied to the proposed facility, the petitioner filed for deannexation. A settlement agreement was reached between the City and the petitioner and de-annexation was granted in September 2020 via Ord. 2020-45 (see attached).

PROPOSED DEVELOPMENT:

The property is currently zoned B-4 Commercial Recreation District in Kendall County. Per Kendall County's Zoning Ordinance, all development proposed in the district must obtain site plan approval from the County Board. According to the application and site plans provided, the petitioner proposes to construct the recreational facility in two (2) phases. Phase I will consist of an approximately 59,233 square foot building with associated surface parking lot. Phase II proposes to consist of a nearly 90,000 square foot swimming pool area and daycare facility addition with parking lot expansion. The property also includes a detention area in the southeast portion and a septic field in the southwest area near Cannonball Trail, as illustrated on the plan sheets below:







Site Plan

The site plan indicates a total building area of approximately 150,000 square feet with a total of 283 surface parking stalls at full buildout (see rendering above). There is also a wetland identified on the property just north of the proposed detention pond, but the petitioner has submitted a wetland delineation study as part of the stormwater permit through Kendall County. As currently planned, a portion of the Phase II building and expanded parking area is within the wetland area. Any site plan adjustments needed to be made to accommodate the wetland will be made by the petitioner. A singular 24' wide access drive to the site is proposed off of Cannonball Trail. Kendall County may require a secondary access point as part of the Phase II development.

Utilities

As proposed, the site will utilize a septic system for sanitary waste. Additionally, the plans indicate a well connection from the northwest corner of to the building in Phase I will be served by well for potable water and fire suppression. However, the proposed location of the well is not clearly indicated on the plans. There is an existing 16" Yorkville watermain located adjacent to the subject property on the southside of Galena Road. There is also a 24" Yorkville sanitary sewer main across from the property on the north side of Galena Road.

Engineering

The consulting engineer for Kendall County, WBK Engineering, and the City's engineering consultant, EEI, have reviewed the submitted civil plans. Their comments are attached for your review. Most comments relate to stormwater management and final engineering plans, particularly site grading and extra jurisdictional regulatory permits required.

YORKVILLE COMPREHENSIVE PLAN/BOUNDARY AGREEMENT:

Yorkville's 2016 Comprehensive Plan designation for this property is Estate/Conservation Residential (ECR) and Agricultural Zone (AZ). The ECR 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 AZ future land use designation is primarily intended for lands expected to remain for agricultural uses, both general farming and restricted forms such as pastures, gardening, kennel, riding stables, nurseries, and greenhouses.

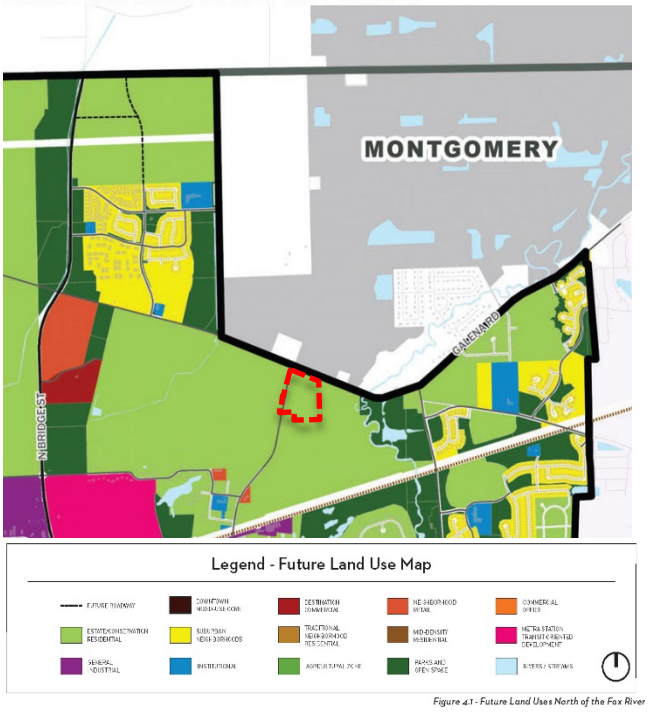


Figure 4.1 - Future Land Uses North of the Fox River

The proposed land use and B-4 zoning in Kendall County is inconsistent with Yorkville's Comprehensive Plan. If approved, the proposed recreational facility would necessitate a review and potential amendment to Yorkville's Comprehensive Plan's future land use plans for this area. An appropriate future land use designation would be Destination Commercial (DC) which is intended for a broad range of commercial activities ranging from large format retail and strip centers to hotels and recreational complexes.

Finally, based on the current boundary agreement with the Village of Montgomery, this parcel, if re-incorporated into a municipality in the future, will be annexed back into the City of Yorkville. This is also consistent with the terms of the settlement agreement.

STAFF COMMENTS

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 on May 8, 2024 and City Council at the May 14, 2024 meeting. This item was delivered to the City on March 20, 2024.

ATTACHMENTS

1. Application with Attachments
2. Ord. 2020-45 Settlement Agreement for De-Annexation
3. EEI, Inc. Review Comments in a letter dated April 3, 2024
4. Yorkville Boundary Agreement Map

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Room 203
Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

Petition 24-04
Larry Nelson on Behalf of the Fox Valley Family YMCA, Inc.
Site Plan Approval

BACKGROUND AND INTRODUCTION

The Petitioner would like to construct one (1) fifty-nine thousand, two hundred thirty-three (59,233) square foot YMCA building on the subject property as part of Phase I of the project with related parking. Phase II consists of an eighty-nine thousand nine hundred thirty-six (89,936) square foot swimming pool and daycare addition with related parking.

Section 13:10 of the Zoning Ordinance requires site plan review for structures on properties zoned B-4.

The property was de-annexed from Yorkville and zoned B-4 by court order in 2020.

The application materials are included as Attachment 1. The site plan is included as Attachment 2. A picture of the proposed structure is included as Attachment 3.

SITE INFORMATION

PETITIONER: Larry Nelson on Behalf of Fox Valley Family YMCA, Inc.

ADDRESS: 1520 Cannonball Trail, Bristol

LOCATION: Southeast Corner of Galena Road and Cannonball Trail



TOWNSHIP: Bristol

PARCEL #s: 02-10-300-019 and 02-10-300-020

LOT SIZE: 25.8 +/- Acres

EXISTING LAND USE: Agricultural

ZONING: B-4 Commercial Recreation District

LRMP:

Future Land Use	Urbanized Community (County) Estate/Conservation Residential (Yorkville)
Roads	Cannonball Trail is a County maintained Major Collector.
Trails	Yorkville has a trail planned along Cannonball Trail.
Floodplain/ Wetlands	There is no floodplain on the property. There is a wetland on the property and the Petitioner submitted a wetland delineation report and jurisdictional determination request with their stormwater permit application.

REQUESTED ACTION: Site Plan Approval

APPLICABLE REGULATIONS: Section 13:10 – Site Plan Approval

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Agricultural/Farmstead	A-1 (County) B-1 (Montgomery)	Neighborhood Commercial (Montgomery)	N/A
South	Public/Institutional (Church)	R-2, R-3, and B-3 (Yorkville)	Estate/Conservation Residential (Yorkville)	N/A
East	Agricultural	A-1 (County)	Rural Residential (County) Estate/Conservation Residential (Yorkville)	N/A
West	Agricultural and Single-Family Residential	R-2 D and R-2 Single-Family Traditional (Yorkville)	Estate/Conservation Residential (Yorkville)	N/A

ACTION SUMMARY

BRISTOL TOWNSHIP

Petition information was sent to Bristol Township on March 20, 2024.

UNITED CITY OF YORKVILLE

Petition information was sent to the United City of Yorkville on March 20, 2024.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

Petition information was sent to the Bristol-Kendall Protection District on March 20, 2024.

DESIGN STANDARDS

Pursuant to Section 13:10.D of the Kendall County Zoning Ordinance, the following shall be taken into account

when reviewing Site Plans (Staff comments in bold):

Responsive to Site Conditions-Site plans should be based on an analysis of the site. Such site analysis shall examine characteristics such as site context; geology and soils; topography; climate and ecology; existing vegetation, structures and road network; visual features; and current use of the site. In addition to the standards listed below, petitioners must also follow the regulations outlined in this Zoning Ordinance. To the fullest extent possible, improvements shall be located to preserve the natural features of the site, to avoid areas of environmental sensitivity, and to minimize negative effects and alteration of natural features. Fragile areas such as wetlands and flood plains should be preserved as open space. Slopes in excess of 20 percent as measured over a 10-foot interval also should remain as open space, unless appropriate engineering measures concerning slope stability, erosion and safety are taken. **There is wetland on the property located. A portion of the Phase II building and parking area are proposed inside the wetland. The Petitioner has submitted a wetland delineation study and jurisdictional determination information as part of their stormwater permit. Depending on the results of the jurisdictional determination, the site might need to be adjusted to reflect the wetland. The Petitioner proposes a detention pond south of the wetland. WBK Engineering's comments dated February 22, 2024, are included as Attachment 4.**

Traffic and Parking Layout-Site plans should minimize dangerous traffic movements and congestion, while achieving efficient traffic flow. An appropriate number of parking spaces shall be provided while maintaining County design standards. The number of curb cuts should be minimized and normally be located as far as possible from intersections. Connections shall be provided between parking areas to allow vehicles to travel among adjacent commercial or office uses. Cross-access easements or other recordable mechanisms must be employed. **The site plan shows one (1) access point from Cannonball Trail. The site plan shows one hundred fifty-five (155) parking spaces, including eight (8) handicapped accessible spaces in the first phase. An additional one hundred twenty-eight (128) parking spaces are proposed in the second phase. Section 11:04 of the Kendall County Zoning Ordinance states that the Regional Planning Commission recommends and the County Board approves the number of parking spaces for community centers. The site plan could change depending on the recommendation of the Regional Planning Commission. The Petitioner is proposing some of the parking spaces not be blacktopped, but use a CA-6 type of material.**

Conflicts between pedestrians and vehicular movements should be minimized. When truck traffic will be present upon the site, the road size and configuration shall be adequate to provide for off-street parking and loading facilities for large vehicles. Barrier curb should be employed for all perimeters of and islands in paved parking lots, as well as for all service drives, loading dock areas, and the equivalent. Parking lots in industrial or commercial areas shall be paved with hot-mix asphalt or concrete surfacing. **No conflicts are foreseen. No islands or load dock areas are proposed.**

Site Layout-Improvements shall be laid out to avoid adversely affecting ground water and aquifer recharge; minimize cut and fill; avoid unnecessary impervious cover; prevent flooding and pollution; provide adequate access to lots and sites; and mitigate adverse effects of shadow, noise, odor, traffic, drainage and utilities on neighboring properties. **The proposal should not impact, shadow, noise, odor, traffic, or utilities on neighboring properties. Drainage concerns can be addressed in the stormwater management permit. The proposed septic field is located south of the access drive and southern most future parking area.**

Consistent with the Land Resource Management Plan-The proposed use and the design of the site should be consistent with the Land Resource Management Plan. **This is true.**

Building Materials-The proposed site plan design shall provide a desirable environment for its occupants and visitors as well as its neighbors through aesthetic use of materials, textures and colors that will remain appealing and will retain a reasonably adequate level of maintenance. Buildings shall be in scale with the ultimate development planned for the area. Monotony of design shall be avoided. Variations in detail, form, and setting shall be used to provide visual interest. Variation shall be balanced by coherence of design elements. **While a rendering of the building was provided, no information was provided regarding specific building materials.**

Relationship to Surrounding Development-A site shall be developed in harmony with neighboring street pattern, setbacks and other design elements. **This is not an issue.**

Open Space and Pedestrian Circulation-Improvements shall be designed to facilitate convenient and safe pedestrian and bicycle movement within and to the property. **This is not an issue.**

Buffering-Measures shall be taken to protect adjacent properties from any undue disturbance caused by excessive noise, smoke, vapors, fumes, dusts, odors, glare or stormwater runoff. Incompatible, unsightly activities are to be screened and buffered from public view. **The Petitioner indicated that buffering (i.e. fencing) type and location had not been finalized. Section 11:02.F.8 of the Zoning Ordinance discussing the planting of hedges, installation of berms, and the planting of natural vegetation. This Section also gives the Regional Planning Commission the ability to reduce buffering requirements. The Petitioner would like to ask the Regional Planning Commission for a reduction in the buffering requirement.**

Emergency Vehicle Access-Every structure shall have sufficient access for emergency vehicles. **Staff would like comments from the Fire Protection District and Sheriff's Department on this matter.**

Mechanical Equipment Screening-All heating, ventilation and air conditioning equipment shall be screened on sides where they abut residential districts. **No information was provided regarding the location of heating, ventilation, or air conditioning equipment or the placement of mechanical screening.**

Lighting-The height and shielding of lighting fixtures shall provide proper lighting without hazard to motorists on adjacent roadways or nuisance to adjacent residents by extending onto adjacent property. Cut-off lighting should be used in most locations, with fixtures designed so that the bulb/light source is not visible from general side view. **The Petitioner did not provide any information about lighting. Section 11:02.F.12 of the Zoning Ordinance requires all parking lots with greater than thirty (30) parking spaces to be lit and supply a photometric plan. The Petitioner is not proposing freestanding signage. Their would be an illuminated sign on the building.**

Refuse Disposal and Recycling Storage Areas-All refuse disposal and recycling storage areas should be located in areas designed to provide adequate accessibility for service vehicles. Locations should be in areas where minimal exposure to public streets or residential districts will exist. Screening shall be required in areas which are adjacent to residential districts or are within public view. Such enclosures should not be located in landscape buffers. Refuse containers and compactor systems shall be placed on smooth surfaces of non-absorbent material such as concrete or machine-laid asphalt. A concrete pad shall be used for storing grease containers. Refuse disposal and recycling storage areas serving food establishments shall be located as far as possible from the building's doors and windows. The use of chain link fences with slats is prohibited. **No information was provided regarding the location of the refuse area or the type of buffering that will be used for the refuse area.**

RECOMMENDATION

Staff would like to receive comments from ZPAC about the proposal and comments from the Regional Planning Commission regarding buffering and parking before issuing a recommendation.

ATTACHMENTS

1. Application Materials
2. Site Plan
3. Rendering
4. February 22, 2024, WBK Engineering Comment Letter.

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME YMCA East FILE #:_____

NAME OF APPLICANT (Including First, Middle Initial, and Last Name)
Fox Valley Family YMCA Inc

CURRENT LANDOWNER/NAME(S)
Same

SITE INFORMATION ACRES	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
26	1520 Cannonball Bristol	02-10-300-19 02-10-300-020
EXISTING LAND USE	**CURRENT ZONING**	**LAND CLASSIFICATION ON LRMP**
Ag	B-4	B-4

REQUESTED ACTION (Check All That Apply):

____SPECIAL USE	___ MAP AMENDMENT (Rezone to ____)	___ VARIANCE
___ADMINISTRATIVE VARIANCE	___ A-1 CONDITIONAL USE for:_____	_X_ SITE PLAN REVIEW
___ TEXT AMENDMENT	___ RPD (___Concept; ___ Preliminary; ___ Final)	___ ADMINISTRATIVE APPEAL
___ PRELIMINARY PLAT	___ FINAL PLAT	___ OTHER PLAT (Vacation, Dedication, etc.)
___ AMENDMENT TO A SPECIAL USE (____Major; ____ Minor)		

[1]PRIMARY CONTACT	PRIMARY CONTACT MAILING ADDRESS	PRIMARY CONTACT EMAIL
Larry Nelson	[redacted]	[redacted]
PRIMARY CONTACT PHONE #	PRIMARY CONTACT FAX #	
[redacted]		
[2]ENGINEER CONTACT	ENGINEER MAILING ADDRESS	ENGINEER EMAIL
ENGINEER PHONE #	ENGINEER FAX #	ENGINEER OTHER # (Cell, etc.)

I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.

I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. **THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE APPLICATION DATE.**

SIGNATURE OF APPLICANT [redacted] True **DATE** 2-19-24

FEE PAID:$_____ Paid
CHECK #:_____

[1]*Primary Contact will receive all correspondence from County*
[2]Engineering Contact will receive all correspondence from the County's Engineering Consultants

① 1500722 0AM

SPECIAL WARRANTY DEED

MAIL TO
Law Offices of Daniel J Kramer
1107 S Bridge St Ste A
Yorkville, IL 60560

NAME & ADDRESS OF TAXPAYER
Fox Valley Family YMCA, Inc
3875 Eldamain Rd
Plano, IL 60545

201600003525

DEBBIE GILLETTE
KENDALL COUNTY, IL

RECORDED: 3/16/2016 11:44 AM
WD: 49.00 RHSPS FEE: 10.00
PAGES: 4

THE INDENTURE, made this 24th day of December, 2015 between **CDBNA, LLC,** a limited liability company created and existing under and by virtue of the laws of Illinois and duly authorized to transact business in the State of Illinois, as Grantor of the first part, and Grantee, **Fox Valley Family YMCA, Inc.,** a not-for-profit corporation duly authorized to transact business in the State of Illinois, WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10 00) in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does GRANT, SELL and CONVEY unto Grantee, and to his heirs and assigns, FOREVER, all the following described real estate, situated in the County of Kendall and State of Illinois known and described as follows, to wit

See Attached Exhibit A

Permanent Index Number 02-10-300-010

Property Address 7 89 Acres Vacant Land, Yorkville, IL 60560

Together with all and singular the hereditaments and appurtenances thereunto belonging there, or in anyway appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances

TO HAVE AND TO HOLD the said premises as described above, with the appurtenances, unto the Grantees, forever And Grantor, for itself and its successors, does covenant, promise and agree to and with Grantees and its successors that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited, and that it WILL WARRANT AND DEFEND the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, subject to (a) general real estate taxes not due and payable as of the date hereof, and (b) covenants, conditions and restrictions of record, and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the real estate

CHICAGO TITLE INSURANCE CO.
Aurora/Yorkville Office

4

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to the presents by its Manager, this 24th day of December, 2015

CDBNA, LLC

BY [redacted]
Timothy E Beasley, Manager

STATE OF ILLINOIS)
) ss
COUNTY OF DEKALB)

I, Jennifer L. Thomsen the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Timothy E Beasley, Manager of CDBNA, LLC, personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she(they) signed, sealed and delivered the said instrument as his/her(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 official seal on December 24, 2015

[redacted]
Notary Public

"OFFICIAL SEAL"
JENNIFER L THOMSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/30/2019

Name and Address of Preparer
Katharine M Peterson
Attorney At Law
1985 DeKalb Ave
Sycamore, IL 60178
(815) 787-2360

This transaction is exempt under provisions of Paragraph ___ Section 4 of the Real Estate Transfer Act.
Dated this 24 day of Dec 2015
Signature [redacted]

Exhibit A

That part of the Southwest Quarter of Section 10, Township 37 North, Range 7 East of the Third Principal Meridian, in the Township of Bristol, Kendall County, Illinois, described as follows
Commencing at the Southwest corner of the North Half of the Southwest Quarter of Section 10, thence North along the West line of said Section 2327 17 feet to the centerline of Galena Road (formerly known as Blackberry and Little Rock Road), thence Southeasterly along said centerline to the Northerly extension of the East line of Cannonball Trail per Document Number 99886 for the point of beginning, thence continuing Southeasterly along said centerline, to the East line of the Southwest Quarter of said Section, thence continuing Southeasterly along said centerline, 251 46 feet, thence South parallel with the East line of said Southwest Quarter, to a line parallel with and 385 00 feet Southwesterly of, as measured at right angles to, the center line of Galena Road, thence Northwesterly along said parallel line to the Easterly line of Cannonball Trail per Document Number 99886, thence Northeasterly along said Easterly line and the Northeasterly extension thereof, to the point of beginning,
Except that part falling in the following described property That part of Section 10, Township 37 North, Range 7 East of the Third Principal Meridian, described as follows Commencing at the intersection of the West line of the lands conveyed to Jerry W Rider by Warranty Deed dated October 15,1911, recorded as Document Number 887135 with a line that is 35 feet Southerly and parallel with the centerline of Galena Road, thence South 01 degrees 14 minutes 59 seconds East 380 07 feet along said West line to the point of beginning, thence South 01 degrees 14 minutes 59 seconds East, 686 83 feet along said West line, thence South 87 degrees 52 minutes 17 seconds West, 1179 64 feet to a line that is 35 feet Easterly and parallel with the center line of Cannonball Trail, thence North 11 degrees 32 minutes 00 seconds East, 1120 36 feet along said parallel line, thence South 39 minutes 22 seconds East, 1009 05 feet to the point of beginning

STATE OF ILLINOIS)
) ss
COUNTY OF DEKALB)

AFFIDAVIT - PLAT ACT

The undersigned, the owner of the property described in the attached deed, being duly sworn on oath, states that the attached deed is not in violation of 765 Illinois Compiled Statutes Section 205/1 for one or more of the following reasons

(1) **The sale or exchange is of an entire tract of land not being a part of a larger tract of land**

2 The division or subdivision of land is into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access

3 The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access

4 The sale or exchange of parcels of land is between owners of adjoining and contiguous land

5 The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access

6 The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access

7 The conveyance is of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use

8 The conveyance is made to correct descriptions in prior conveyances

9 The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access

10 The sale is of a single lot of less than five acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973 and a survey of said single lot having been made by a registered land surveyor

THE APPLICABLE STATEMENT OR STATEMENTS ABOVE ARE CIRCLED

AFFIANT further states that he/she makes this affidavit for the purpose of inducing the Recorder of DeKalb County, State of Illinois, to accept the attached deed for recording

SUBSCRIBED AND SWORN TO before me
this 24th day of December, 2015

[redacted]
Notary Public

[redacted]
Timothy E Beasley, Manager, CDBNA, LLC

"OFFICIAL SEAL"
JENNIFER L THOMSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/30/2019

1 all
NO7113489
20143522 3
deleted

SPECIAL CORPORATE WARRANTY DEED

201400014303

DEBBIE
GILLETTE
KENDALL COUNTY, IL

RECORDED: 10/15/2014 2:54 PM
WD: 58.00 RHSPS FEE: 10.00
PAGES: 5

THE GRANTOR, STANDARD REDEVELOPMENT, INC, an Illinois corporation, for and in consideration of TEN and 00/100THS DOLLARS ($10 00), and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to GRANTEE, FOX VALLEY FAMILY YMCA, INC, an Illinois Not-for-Profit Corporation, the following described Real Estate situated in the County of Kendall, State of Illinois, to wit

FOR RECORDER'S USE ONLY

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

Permanent Real Estate Index No 02-10-300-014
Address of Real Estate Vacant land on East Side of Cannonball Trail, South of Galena Road, United City of Yorkville, Illinois

Subject to General taxes for the year 2013 and subsequent years, special taxes or assessments for improvements not yet completed, building lines and building and liquor restrictions of record, zoning and building ordinances, roads and highways, if any, private, public and utility easements of record, rights of way for drainage tiles, ditches, feeders, laterals, and underground pipes, if any, party wall rights and agreements, if any, covenants, conditions and restrictions of record (none of which provide for reverter)

Dated August 29, 2014

GRANTOR: STANDARD REDEVELOPMENT, INC

By [redacted]

Its Vice President

CHICAGO TITLE INSURANCE CO
Aurora/Yorkville Office

5

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY that DANIEL C NOAK, personally known to me to be the SVP of STANDARD REDEVELOPMENT, INC, and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her and its free and voluntary act for the uses and purposes therein set forth

Given under my hand and official seal on this 27th day of August, 2014

OFFICIAL SEAL
Notary Public
State of Illinois
MARY B SHOMODY
Commission #724341
Commission Expiration Date: NOV 24, 2017

[redacted]
Notary Public

PREPARED BY:

Bruce E Garner, Esq
SCHIROTT, LUETKEHANS & GARNER, LLC
105 E Irving Park Road
Itasca, IL 60143
630-773-8500

[redacted]

SEND SUBSEQUENT TAX BILLS TO.

Fox Valley Family YMCA, Inc
3875 Eldamain Road
Plano, IL 60545

Exempt under provisions of Paregrah B
Section 31-45, [redacted] Code.
8/29/14
Date Buyer, Seller, or Representative

MAIL TO

Kelly A Helland, Esq
Law Offices of Daniel J Kramer
1107A South Bridge Street
Yorkville, IL 60650

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 10, THENCE NORTH 89 DEGREES 04 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 2661 12 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH 00 DEGREES 03 MINUTES 35 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 117 50 FEET TO THE CENTER LINE OF GALENA ROAD AS MONUMENTED, THENCE SOUTH 67 DEGREES 13 MINUTES 12 SECONDS EAST ALONG SAID CENTER LINE 254 02 FEET TO A POINT ON A MONUMENTED LINE THAT IS 234 10 FEET EASTERLY OF (AS MEASURED PERPENDICULARLY THERETO) AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4, THENCE SOUTH 00 DEGREES 03 MINUTES 35 SECONDS EAST ALONG SAID PARALLEL LINE, 417 75 FEET TO POINT ON A LINE THAT IS 385 00 FEET SOUTHWESTERLY OF (AS MEASURED PERPENDICULARLY THERETO) AND PARALLEL WITH THE CENTER LINE OF GALENA ROAD, FOR THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 03 MINUTES 35 SECONDS EAST ALONG SAID MONUMENTED PARALLEL LINE 686 72 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, THENCE SOUTH 89 DEGREES 03 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2, 705 38 FEET, THENCE NORTH 0 DEGREES 56 MINUTES 08 SECONDS WEST, 245 00 FEET, THENCE SOUTH 89 DEGREES 03 MINUTES 52 SECONDS WEST, 414 71 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CANNONBALL TRAIL PER DOCUMENT NUMBER 99886, THENCE NORTH 12 DEGREES 43 MINUTES 19 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 699 84 FEET, THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 442 50 FEET, WHICH CHORD BEARS NORTH 20 DEGREES 11 MINUTES 27 SECONDS EAST, AN ARC LENGTH OF 115 73 FEET, THENCE NORTH 12 DEGREES 43 MINUTES 19 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY PER VACATION DOCUMENT DATED MAY 14, 2001, 51 75 FEET TO A POINT ON A LINE THAT IS 385 00 FEET SOUTHWESTERLY OF (AS MEASURED PERPENDICULARLY THERETO) AND PARALLEL WITH THE CENTER LINE OF SAID GALENA ROAD, THENCE SOUTH 67 DEGREES 57 MINUTES 16 SECONDS EAST ALONG SAID PARALLEL LINE 290 55 FEET TO A BEND POINT IN SAID PARALLEL LINE, THENCE SOUTH 67 DEGREES 13 MINUTES 12 SECONDS EAST ALONG SAID PARALLEL LINE, 703 39 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS

PIN 02-10-300-014

PLAT ACT AFFIDAVIT
(Pursuant to 765 ILCS 205/1)

STATE OF ILLINOIS)
COUNTY OF Cook)

Standard Redevelopment, Inc, the grantor or his/her agent, being duly sworn on oath, states that he/she resides at 7800 W 95th St , Hickory Hills, IL 60457
Affiant states that the attached deed is *not* a violation of 765 ILCS 205/1 for reason given below

☐ A The sale or exchange is of **an entire tract of land** not being a part of a larger tract of land and described in the same manner as title was taken by the grantor(s),

☑ B *One* of the following exemptions from 765 ILCS 205/1 (b) applies
- ☑ 1 The division or subdivision of land is into parcels or tracts of five acres or more in size which does not involved any new streets or easements of access
- ☐ 2 The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access
- ☐ 3 The sale or exchange of parcels of land is between owners of adjoining and contiguous land
- ☐ 4 The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access
- ☐ 5 The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access
- ☐ 6 The conveyance is of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use
- ☐ 7 The conveyance is made to correct descriptions in prior conveyances
- ☐ 8 The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcels or tract of land existing on July 17, 1959 and not involving any new streets or easements of access
- ☐ 9 The sale is of a single lot of less than five acres from a larger tract, the dimensions and configurations of said large tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973 and provided that this exemption does not invalidate any local requirements applicable to the subdivision of land (page 2)
- ☐ 10 The preparation of a plat for wind energy devices under Sec 10-620 of the Property Tax Code
- ☐ 11 Other _____

☐ C The division does not meet any of the above criteria and must have county approval (page 2)
Legal description prepared by _____

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

SUBSCRIBED AND SWORN TO before me Debra Anderson
this 29th day of August, 2014

[redacted]
Signature of Notary Public

[redacted]
Signature of Affiant

OFFICIAL SEAL
DEBRA A ANDERSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/27/18

For exemptions requiring approval

☐ Plat officer approval is required and attached

☑ Plat officer approval is not required because parcel is located wholly within municipal limits of United City of Yorkville, IL, which does not require plat office review

☐ Agricultural exemption certificate attached

[redacted]

Signature of Affiant

For municipal approval

If the property is located within a municipality (or 1 5 miles of it), local ordinances may apply
If exception 9 is used, it is required that this land division be reviewed and approved by the participating municipality Each municipality has five (5) business days to review deed(s) and return If the five-day limit expires, Maps & Plats will process the deed upon proof of date submitted to municipality

Date submitted to municipality(s) _____ ☐ Municipality jurisdiction ☐ County jurisdiction

Municipality (s) with jurisdiction _____

_____	_____	_____
Planning official's signature	Printed name	Date
_____	_____	_____
Planning official's signature	Printed name	Date

KENDALL COUNTY
DISCLOSURE OF BENEFICIARIES FORM

1. Applicant Fox Valley Family YMCA Inc
   Address 3875 Eldamain Rd
   City Plano IL State ____ Zip 60545

2. Nature of Benefit Sought _____

3. Nature of Applicant: (Please check one)
   ___ Natural Person
   _X_ Corporation
   ___ Land Trust/Trustee
   ___ Trust/Trustee
   ___ Partnership
   ___ Joint Venture

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:
   N/A

5. If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each person or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	INTEREST
See #1		100% owner

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:
   Larry Nelson Tres

VERIFICATION

I, Larry Nelson Tres, being first duly sworn under oath that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make the disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 19 day of Feb, A.D. 2024

(seal)

_____
Notary Public

Illinois Department of
Natural Resources

JB Pritzker, Governor

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

Natalie Phelps Finnie, Director

October 20, 2023

Stephanie Wayne
Fox Valley Family YMCA
3875 Eldamain Rd
Plano, IL 60545

RE: YMCA East Site Plan
Project Number(s): 2405949
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.

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.

[redacted]

Adam Rawe
Division of Ecosystems and Environment
217-785-5500

ENGINEERING PLANS
FOR
YMCA EAST SITE PLAN

SECTION 10, TOWNSHIP 37 NORTH , RANGE 7 EAST
1520 N CANNONBALL TRAIL
BRISTOL, IL 60512
KENDALL COUNTY
P.I.N. 02-10-300-019 & 02-10-300-020
JANUARY, 2024

LEGEND

	PROPERTY BOUNDARY
600	EXISTING CONTOUR LINE
STM	EXISTING STORM SEWER
SAN	EXISTING SANITARY SEWER LINE
W	EXISTING WATERMAIN
UE	EXISTING UNDERGROUND ELECTRIC
OHE	EXISTING OVERHEAD ELECTRIC
GAS	EXISTING GAS SERVICE
T	EXISTING TELEPHONE
673	PROPOSED CONTOUR LINE
W	PROPOSED WATERMAIN
STM	PROPOSED STORM SEWER
SAN	PROPOSED SANITARY SEWER LINE
GREASE	PROPOSED GREASE SERVICE LINE
VENT	PROPOSED VENT LINE
F	EXISTING FENCELINE
SF	PROPOSED SILT FENCE
x 686.00	EXISTING SPOT SHOT
x 686.00	PROPOSED SPOT GRADE

	EXIST	PROP	
WATER:			B–BOX
			HYDRANT
			VALVE
			VALVE VAULT
STORM:			INLET–CURB
			INLET OR MANHOLE
			FLARED END SECTION
SANITARY:			CLEANOUT
			MANHOLE
PAVEMENT:			GRAVEL
			ASPHALT
X			CONCRETE

R.O.W. MONUMENT	UTILITY POLE
PROPERTY PIN	GUY WIRE LOC.
P.K. NAIL	UTIL CABINET
CHISELED MARK	UTIL PEDESTAL
BENCHMARK	LIGHT POLE
HUB & TACK	TRAFFIC SIGNAL
SOIL BORING	ELECTRIC VAULT
OVERLAND RELIEF	GAS VALVE
FLOW DIRECTION	

811
Know what's **below.**
Call before you dig.

Contractor and or sub-contractors shall verify locations of all underground utilities prior to digging. Contact J.U.L.I.E. (Joint Utility Locating for Excavators) at 1-800-892-0123 or dial 811.

UTILITY STATEMENT

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM VISIBLE FIELD EVIDENCE AND EXISTING DRAWINGS, MAPS AND RECORDS SUPPLIED TO SURVEYOR. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM AVAILABLE INFORMATION. THE SURVEYOR HAS PHYSICALLY LOCATED VISIBLE STRUCTURES; HOWEVER, HE HAS NOT PHYSICALLY LOCATED THE UNDERGROUND LINES.

TOPOGRAPHY STATEMENT

EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS AS PREPARED BY TEBRUGGE ENGINEERING.
CONTRACTOR SHALL FIELD CHECK EXISTING HORIZONTAL AND VERTICAL SITE FEATURES AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.

TOPOGRAPHY SURVEY COMPLETED BY:

HRGREEN, INC.

2363 SEQUOIA DRIVE - SUITE 101; AURORA, IL 60506PHONE: 630-553-7560 EMAIL: DSCHULTZ@HRGREEN.COM

REVISIONS	NO.	DATE	NOTES

INDEX TO SHEETS

1. COVER SHEET
2. EXISTING CONDITIONS & DEMOLITION PLAN
3. STORMWATER POLLUTION & PREVENTION PLAN 1
4. STORMWATER POLLUTION & PREVENTION PLAN 2
5. CIVIL SITE PLAN - OVERALL
6. CIVIL SITE PLAN - NORTH
7. CIVIL SITE PLAN - SOUTH
8. GRADING PLAN - OVERALL
9. GRADING PLAN - NORTH
10. GRADING PLAN - SOUTH
11. GENERAL NOTES & DETAILS
12. GENERAL NOTES & DETAILS II

PROFESSIONAL ENGINEER'S CERTIFICATION
STATE OF ILLINOIS, COUNTY OF KENDALL

I JOHN J. TEBRUGGE, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY PERSONAL DIRECTION BASED ON AVAILABLE DOCUMENTS AND FIELD MEASUREMENTS FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.

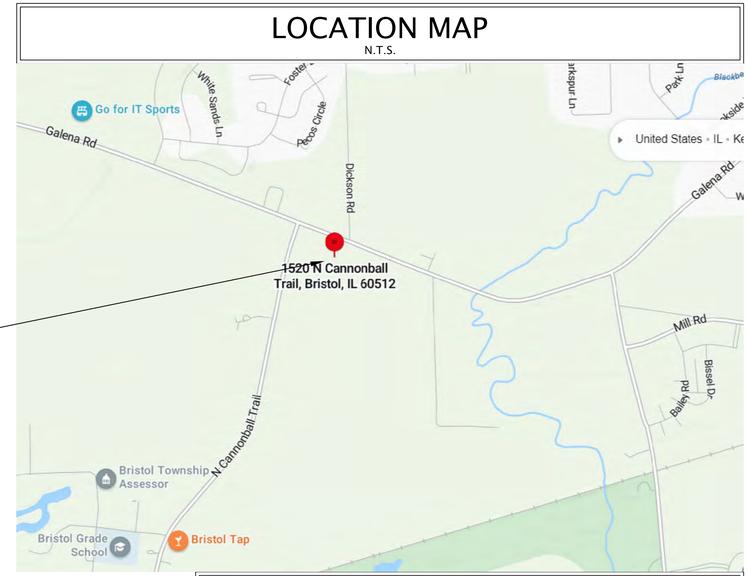
GIVEN UNDER MY HAND & SEAL THIS 24TH DAY OF JANUARY, 2024.

JOHN J. TEBRUGGE REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

[redacted]
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
NO. [redacted] EXPIRES NOV. 30, 2025

COPYRIGHT © 2024 BY TEBRUGGE ENGINEERING
ALL RIGHTS RESERVED. NO PART OF THESE CIVIL ENGINEERING PLANS MAY BE REPRODUCED, DISTRIBUTED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, INCLUDING PHOTOCOPYING, RECORDING, OR OTHER ELECTRONIC OR MECHANICAL METHODS, WITHOUT THE PRIOR WRITTEN PERMISSION OF TEBRUGGE ENGINEERING.

LOCATION MAP
N.T.S.



PROJECT LOCATION

N

BENCHMARKS:

SOURCE BENCHMARK:
UNITED CITY OF YORKVILLE SURVEY CONTROL MONUMENT 1 - BERNTSEN MONUMENT CONSISTING OF A 3/4" DIAMETER ALUMINUM ROD WITH A 2-1/2" DOMED ALUMINUM CAP STAMPED "UNITED CITY OF YORKVILLE" AND ENCASED IN A PVC PIPE WITH AN ACCESS COVER STAMPED "UNITED CITY OF YORKVILLE", LOCATED NEAR THE FIRE STATION IN THE NORTHEAST CORNER OF THE INTERSECTION OF GALENA ROAD AND ROSENWINKEL STREET, 21.7 FT EAST OF A CORNER OF A CURB, 16.0 FT EAST OF A LIGHT POLE, AND 72.0 FT SOUTHWEST OF A CORNER OF A CURB.
ELEVATION: 661.32 (NAVD 88)

SITE BENCHMARK 1:
NORTHWESTERLY ARROW TOP FLANGE BOLT ON FIRE HYDRANT NEAR THE NORTHEASTERLY CORNER OF THE SUBJECT SITE, APPROXIMATELY 900 FT EAST OF THE INTERSECTION OF GALENA ROAD AND CANNONBALL TRAIL, 49.0 FT SOUTH OF THE EDGE OF PAVEMENT OF GALENA ROAD, AND 11 FT NORTHWEST OF A WATER VALVE VAULT.
ELEVATION: 652.38 (NAVD 88)

SITE BENCHMARK 2:
NORTHEASTERLY ARROW TOP FLANGE BOLT ON FIRE HYDRANT IN THE SOUTHWESTERLY CORNER OF THE INTERSECTION OF GALENA ROAD AND CANNONBALL TRAIL, NEAR THE NORTHWESTERLY CORNER OF THE SUBJECT SITE, APPROXIMATELY 60.0 FT WEST OF THE EDGE OF PAVEMENT OF CANNONBALL TRAIL AND 17.5 FT NORTHWEST OF A WATER VALVE VAULT.
ELEVATION: 655.32 (NAVD 88)

PLANS PREPARED FOR:

FOX VALLEY FAMILY YMCA, INC.
3875 ELDAMAIN RD
PLANO, IL 60545
PHONE: (630) 552-4100
EMAIL: SWAYNE@FOXVALLEYYMCA.ORG

CIVIL ENGINEER:

TEBRUGGE ENGINEERING
410 E CHURCH ST - SUITE A
SANDWICH, ILLINOIS 60548
(815) 786-0195

INFO@TEBRUGGEENGINEERING.COM
WWW.TEBRUGGEENGINEERING.COM



NOTES:
1. ALL WORK ON CANNONBALL TRAIL & GALENA ROAD TO BE COMPLETED BY KENDALL COUNTY HIGHWAY DEPARTMENT IN THE SPRING OF 2024.

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

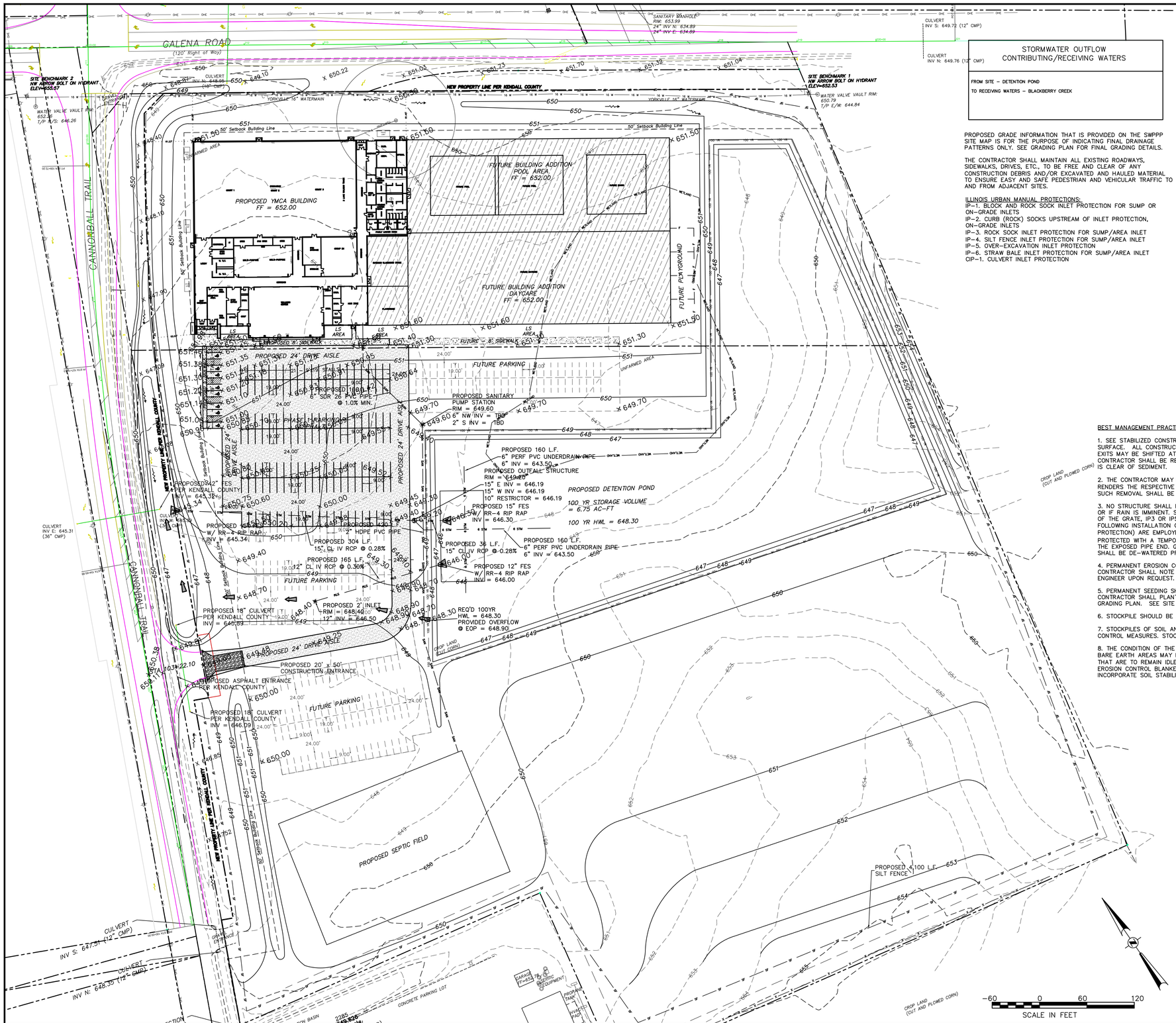
PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

EXISTING CONDITIONS & DEMOLITION PLAN

PROJECT NO.	23 555 01
SCALE:	1" = 60'
DATE:	JAN 22, 2024

SHEET NO. 2 OF 12 SHEETS



STORMWATER OUTFLOW CONTRIBUTING/RECEIVING WATERS
FROM SITE – DETENTION POND
TO RECEIVING WATERS – BLACKBERRY CREEK

PROPOSED GRADE INFORMATION THAT IS PROVIDED ON THE SWPPP SITE MAP IS FOR THE PURPOSE OF INDICATING FINAL DRAINAGE PATTERNS ONLY. SEE GRADING PLAN FOR FINAL GRADING DETAILS.

THE CONTRACTOR SHALL MAINTAIN ALL EXISTING ROADWAYS, SIDEWALKS, DRIVES, ETC., TO BE FREE AND CLEAR OF ANY CONSTRUCTION DEBRIS AND/OR EXCAVATED AND HAULED MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM ADJACENT SITES.

ILLINOIS URBAN MANUAL PROTECTIONS:
IP–1. BLOCK AND ROCK SOCK INLET PROTECTION FOR SUMP OR ON–GRADE INLETS
IP–2. CURB (ROCK) SOCKS UPSTREAM OF INLET PROTECTION, ON–GRADE INLETS
IP–3. ROCK SOCK INLET PROTECTION FOR SUMP/AREA INLET
IP–4. SILT FENCE INLET PROTECTION FOR SUMP/AREA INLET
IP–5. OVER–EXCAVATION INLET PROTECTION
IP–6. STRAW BALE INLET PROTECTION FOR SUMP/AREA INLET
CIP–1. CULVERT INLET PROTECTION

TYPICAL SOIL PROTECTION CHART

Stabalization Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Permanent Seeding			A	A	A	A*	A*	A	A			
Dormant Seeding	B	B	B								B	B
Temporary Seeding			C	C	C	C*	D*	D	D			
Sodding			E**	E**	E**	E**	E**	E**	E**			
Mulching	F	F	F	F	F	F	F	F	F	F	F	F

A – Kentucky Bluegrass – 90 lbs/acre mixed with perennial ryegrass – 30 lbs/acre
B – Kentucky Bluegrass – 135 lbs/acre mixed with perennial ryegrass – 45 lbs/acre
C – Spring Oats – 100 lbs/acre
D – Wheat or Cereal Rye – 150 lbs/acre
E – Sod
F – Straw Mulch – 2 tons/acre
* Watering needed in June and July
** Water for 2–3 weeks after sodding

SOIL EROSION / SEDIMENT CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
TEMPORARY CONSTRUCTION EXITS																			
TEMPORARY CONTROL MEASURES																			
SEDIMENT CONTROL BASINS																			
STRIP & STOCKPILE TOPSOIL																			
ROUGH GRADE																			
STORM FACILITIES																			
SITE CONSTRUCTION																			
PERMANENT CONTROL STRUCTURES																			
FOUNDATION / BUILDING CONSTRUCTION																			
FINISH GRADING																			
LANDSCAPING / SEED / FINAL STABILIZATION																			

1) CONTRACTOR SHALL UPDATE THE TABLE BY SHADING OR DATING THE APPLICABLE ACTIVITIES AS PROJECT PROGRESSES.

2) TIME SCHEDULE MUST COINCIDE WITH SEQUENCE OF CONSTRUCTION.

BEST MANAGEMENT PRACTICE NOTES

1. SEE STABILIZED CONSTRUCTION ENTRANCE DETAIL. THE CONSTRUCTION EXIT SHALL BE A MINIMUM OF 14' IN WIDTH AND 50' IN LENGTH FROM EXISTING PAVED SURFACE. ALL CONSTRUCTION TRAFFIC MUST UTILIZE CONSTRUCTION EXIT PER DETAIL TO ACCESS THE PUBLIC ROAD. DURING CONSTRUCTION, THE CONSTRUCTION EXITS MAY BE SHIFTED AT THE CONTRACTOR'S DISCRETION TO FACILITATE GRADING OPERATION. EXIT MUST TERMINATE AT EXISTING PAVED SURFACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE RUNOFF FROM THE CONSTRUCTION EXIT IS DIRECTED BACK TOWARD THE SITE OR THAT THE RUNOFF IS CLEAR OF SEDIMENT.

2. THE CONTRACTOR MAY PERMANENTLY REMOVE ANY PORTION OF THE PERIMETER SILT FENCE AFTER ESTABLISHMENT OF FINAL GRADE AND/OR FINAL STABILIZATION RENDERS THE RESPECTIVE PORTION OF THE PERIMETER SILT FENCE UP STREAM OF A DISTURBANCE AND/OR INEFFECTIVE AS A BEST MANAGEMENT PRACTICE. ANY SUCH REMOVAL SHALL BE NOTED ON THE SWPPP SITE MAPS ALONG WITH UPSTREAM STABILIZATION AND GRADING CONDITIONS.

3. NO STRUCTURE SHALL BE ALLOWED TO BE PROTECTED WITH ANY MEASURE OTHER THAN THOSE DETAILED IN THIS SWPPP SITE MAP FOR MORE THAN 48 HOURS OR IF RAIN IS IMMINENT. STRUCTURES THAT WILL NOT RECEIVE A CASTING WITHIN 48 HOURS OF INSTALLATION SHALL RECEIVE IP6 PROTECTION. UPON INSTALLATION OF THE GRATE, IP3 OR IP5 PROTECTION SHALL BE INSTALLED RESPECTIVE TO THE TYPE OF GRATE. STRUCTURES WITH CLOSED LIDS WILL NOT REQUIRE PROTECTION FOLLOWING INSTALLATION OF THE LID. THE CONTRACTOR SHALL NOTE THE TIME STRUCTURE INSTALLATION (AND PROTECTION INSTALLATION, INCLUDING TYPES OF PROTECTION) ARE EMPLOYED. WHENEVER PIPE INSTALLATION IS HALTED FOR MORE THAN 24 HOURS OR WHEN RAIN IS IMMINENT, THE OPEN END SHALL BE PROTECTED WITH A TEMPORARY BULK HEAD. A 2' SHEET OF PLYWOOD THAT EXTENDS 6" BEYOND THE OUTSIDE DIAMETER OF THE PIPE SHALL BE PLACED AGAINST THE EXPOSED PIPE END. GRAVEL SHALL BE PLACED AGAINST THE PLYWOOD IN SUFFICIENT QUANTITY SO AS TO ENSURE THE TIGHTEST POSSIBLE SEAL. THE TRENCH SHALL BE DE–WATERED PRIOR TO REMOVING THE BULKHEAD.

4. PERMANENT EROSION CONTROL FABRIC SHALL BE APPLIED TO ALL SLOPES 4:1 OR GREATER. FOLLOW MANUFACTURER SPECIFICATIONS FOR INSTALLATION. THE CONTRACTOR SHALL NOTE ALL AREAS WHERE FABRIC HAS BEEN INSTALLED RELATIVE TO AS–BUILT GRADES AND FURNISH THESE BOUNDARIES TO THE CIVIL ENGINEER UPON REQUEST.

5. PERMANENT SEEDING SHOULD BE PLANTED AS SOON AS IT IS PRACTICAL TO ENSURE PROPER GERMINATION PRIOR TO TERMINATION OF PERMIT COVERAGE. THE CONTRACTOR SHALL PLANT PERMANENT SEEDING AS SPECIFIED ON THE LANDSCAPING PLAN AS SOON AS FINAL GRADES ARE ESTABLISHED AS SPECIFIED ON THE GRADING PLAN. SEE SITE LANDSCAPING PLAN FOR EXACT GROUND COVER TYPE AND LOCATION.

6. STOCKPILE SHOULD BE LOCATED IN AREAS THAT DO NOT HAVE HIGH POTENTIAL FOR CONTRIBUTING SEDIMENTS TO STORMWATER FACILITIES.

7. STOCKPILES OF SOIL AND OTHER BUILDING MATERIALS TO REMAIN IN PLACE MORE THAN THREE (3) DAYS SHALL BE FURNISHED WITH EROSION AND SEDIMENT CONTROL MEASURES. STOCK PILES NOT ACTIVELY WORKED AND TO REMAIN IN PLACE FOR 14 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.

8. THE CONDITION OF THE CONSTRUCTION SITE FOR WINTER SHUTDOWN SHALL BE ADDRESSED EARLY IN THE FALL GROWING SEASON SO THAT SLOPES AND OTHER BARE EARTH AREAS MAY BE STABILIZED WITH TEMPORARY AND/OR PERMANENT VEGETATIVE COVER FOR PROPER EROSION AND SEDIMENT CONTROL. ALL OPEN AREAS THAT ARE TO REMAIN IDLE THROUGHOUT THE WNTER SHALL RECEIVE TEMPORARY EROSION CONTROL MEASURES INCLUDING TEMPORARY SEEDING, MULCHING AND/OR EROSION CONTROL BLANKET PRIOR TO THE END OF THE FALL GROWING SEASON. THE AREAS TO BE WORKED BEYOND THE END OF THE GROWING SEASON MUST INCORPORATE SOIL STABILIZATION MEASURES THAT DO NOT RELY ON VEGETATIVE COVER SUCH AS EROSION CONTROL BLANKET AND HEAVY MULCHING.

GENERAL CONTRACTOR / OWNER SHALL COORDINATE WHICH CONTRACTORS WILL BE PROVIDING SWPPP SERVICES AND HAVE THEM SIGN THE CONTRACTOR'S CERTIFICATION

ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN A STORM WATER POLLUTION PREVENTION PLAN SHALL SIGN A COPY OF THE FOLLOWING CERTIFICATION STATEMENT BEFORE CONDUCTING ANY PROFESSIONAL SERVICES AT THE SITE IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN

CONTRACTOR'S CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THE CERTIFICATION.

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

ACREAGE SUMMARY

NOTICE OF INTENT (NOI)
FOX VALLEY FAMILY YMCA, INC.
3875 ELDAMAIN RD
PLANO, IL 60545

PHONE (630) 552–4100

LANDOWNER: FOX VALLEY FAMILY YMCA, INC.

TOTAL SITE AREA	25.88 AC±
TOTAL DISTURBED AREA	22.00 AC±
PROPOSED IMPERVIOUS AREA	6.70 AC±
LANDSCAPED AREA	19.18 AC±
PROPOSED CN	73

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

STORM WATER POLLUTION PREVENTION PLAN

PROJECT NO. 23 555 01
SCALE: 1" = 60'
DATE: JAN 22, 2024

SHEET NO. 3 OF 12 SHEETS

1. GENERAL NOTES & DESCRIPTIONS

The Storm Water Pollution Prevention Plan (SWPPP) includes, but is not limited to the Erosion and Demolition Plan included in the Engineering Plans with the Detail Sheet, the Notice of Intent, Permit Authorization, General Permit, Notice of Termination. All records of inspection and activities which are created during the course of the project, and other documents as may be included by reference to this SWPPP. Changes, modifications, revisions, additions, or deletions shall become part of this SWPPP as they occur.

- All Contractors and sub-contractors that are responsible for implementing and measure of the SWPPP must be identified and must certify this SWPPP by signing the SWPPP certification in accordance with Part VI.G (Signatory Requirements) of the ILR10 Permit.

All signed certifications must be kept with the SWPPP documents and be available for inspection.

The Contractor and all sub-contractors involved with construction activity that disturbs site soil or who implement a pollutant control measure identified in the Storm Water Pollution Prevention Plan must comply with the following requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit, the NPDES Permit No. ILR10 for the State of Illinois and any local governing agency having jurisdiction concerning erosion and sediment control.

A. GENERAL PERMIT INFORMATION
All construction sites that will result in the disturbance of one acre or more must be permitted under the Illinois General NPDES Permit. The Notice of Intent (NOI) has been submitted at the address below. The NOI is for the onsite and offsite improvements . The NPDES Permit will be issued 30 days after the postmark date of the submittal of the NOI and initial yearly fee.

Permit Information: The Owner has mailed the Owner-signed NOI form and the initial yearly fee of $500 to the address listed below. The Contractor will be responsible for submitting each subsequent $500 yearly fee, if applicable. A copy of the signed NOI form will be supplied to the Contractor.

Unless notified by the Illinois Environmental Protection Agency (IEPA) to the contrary, construction activities may begin in accordance with this SWPPP and the ILR10 in 30 days following the post mark date of the NOI.

Transfer Information: If a portion of the property is sold, that new Owner may obtain their own general permit by submitting a separate NOI. The original NOI may then be modified by re-submitting the NOI with update acreage and checking the box "change of information". Also include documentation explaining that a lot has been sold, the acreage difference and the date of sale. There is no fee involved with modifying the NOI.

There are no requirements for a pre-construction meeting from any of the reviewing agencies.

Agency Information:

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, Illinois 62794-9276
Phone: (217) 782-0610

Kendall County
Planning, Building & Zoning
111 West Fox Street
Yorkville, Illinois 60560
Phone: (630) 553-4141

B. PUBLIC POSTING
The following documents will be supplied to the contractor and must be posted on the Entrance Sign in a prominent place for public viewing until termination of permit coverage has been obtained by filing the Notice of Termination (NOT).

1. Notice of Intent signed in accordance with ILR10.
2. Permit Authorization from the Illinois Environmental Agency (IEPA).
3. Construction Site Notice.

The location of the SWPPP must be clearly visible.

C. RETENTION OF RECORDS
A complete copy of the SWPPP, including copies of all inspection reports, plan revisions, etc., must be retained at the project site at all times during the duration of the project (until NOT is filed) and kept in the permanent project records of the Contractor for at least three years following submittal of the Notice of Termination (NOT).

D. CONTRACTOR/SUB-CONTRACTOR LIST
The Contractor must provide names and addresses of all sub-contractors working on this project who will be involved with the major construction activities that disturb site soil. This information must be kept with the SWPPP.

E. CONTRACTOR/SUB-CONTRACTOR CERTIFICATION FORM
The Contractor and all sub-contractors involved with ground disturbing or installation and maintenance of any Best Management Practice (BMP) on site must sign a copy of the Contractor Certification that will be supplied to the Contractor. This information must be kept with the SWPPP.

F. INSPECTIONS
At least once every seven calendar days and with 24 hours of a 0.5 in rainfall event, inspections by documented Contractor Compliance Officer must be made to determine the effectiveness of the SWPPP. If state or local agencies have a required inspection form, the both forms must be completed. The SWPPP, including the best management practices implemented on the jobsite, shall be modified as needed to reduce or prevent pollutants from discharging from the site.

An example BMP Inspection Form will be supplied to the Contractor.

A delegation of authority letter authorizing the Contractor Compliance Officer to sign the inspection forms will also be supplied to the Contractor.

The Inspector must be a person familiar with the site, the nature of major construction activities, and qualified to evaluate both overall system performance and individual component performance. The inspector must either be someone empowered to implement changes to this SWPPP and the pollutant control devices, if needed, in order to increase effectiveness to an acceptable level, or someone with the authority to cause such things to happen. Additionally, the inspector shall be properly authorized in accordance with the applicable General Permit to conduct the certified site storm water inspections.

See Section VII on this sheet for further reporting requirements.

G. SWPPP UPDATES & AMENDMENTS
This SWPPP must be updated each time there are significant modifications to the pollution prevention system or a change of Contractors working on the project that disturb site soils. The SWPPP must be amended as necessary during the course of construction in order to keep it current with the pollutant control measures utilized on the site. Amending the SWPPP does not mean that it has to be reprinted. It is acceptable to add addends, sketches, new sections, and/or revised drawings. The site map showing the locations of all storm water controls must be posted on the site and updated to reflect the progress of construction and changes to the SWPPP. Any control measure that has a hydrologic design component must be updated or amended by the Engineer. Substitution of sediment control BMPs beyond those specified in the SWPPP is considered a hydrologic design component.

H. DISCHARGE OF PETROLEUM PRODUCTS OR HAZARDOUS SUBSTANCES
Discharge of Petroleum products or other hazardous substances into storm water or the storm water (storm sewer) system is subject to reporting and clean up requirements. See section V.B.8 of this SWPPP for State and local information on reporting spills. Refer to the General Permit for additional information.

I. NOTICE OF TERMINATION
Once the site reaches final stabilization as defined in the General Permit, with all permanent erosion and sedimentation controls installed and all temporary erosion and sedimentation controls removed, the Contractor and Owner's representative must complete a final inspection. Upon approval by the Owner's representative, the Owner and Contractor, as applicable, must complete and submit a NOT.

J. CONTRACTORS RESPONSIBILITY
This SWPPP intends to control water-bourne and liquid pollutant discharges by some combination of interception, sedimentation, filtration, and containment. The Contractor and sub-contractors implementing this SWPPP must remain alert to the need to periodically refine and update the SWPPP in order to accomplish the intended goals. The Contractor is ultimately responsible for all site conditions and permit compliance.

K. LOG OF CONSTRUCTION ACTIVITY
A record of dates when major ground-disturbing activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated or completed must be maintained until the NOT is filed. A log for keeping such records is included. Controls must be in place down gradient of any ground-disturbing activities prior to the commencement of construction and noted on the Site Map and Record of Stabilization and Construction Activity Dates.

2. INTRODUCTION

This SWPPP includes the elements necessary to comply with the natural baseline general permit for construction activities administered by the US Environmental Protection Agency (EPA) under the National Pollutant Discharge Elimination System (NPDES) program, the NPDES Permit No. ILR10 for the State of Illinois, and all Local governing agency requirements. This SWPPP must be implemented at the start of construction.

Construction phase pollutant sources anticipated at the site are disturbed (bare) soil, vehicle fuels and lubricants, chemicals associated with building construction, and building materials. Without adequate control there is a potential for each type of pollutant to be transported by storm water.
Project construction will consist primarily of site grading, utility service connections, and site paving to facilitate construction.

A. PURPOSE
A major goal of pollution prevention efforts during project construction is to control soil and pollutants that originate on the site and prevent them from flowing to surface waters. The purpose of this SWPPP is to provide guidelines for achieving that goal. A successful pollution prevention program also relies upon careful inspection and adjustments during the construction process in order to enhance its effectiveness.

B. SCOPE
This SWPPP must be implemented before construction begins on the site. It primarily addresses the impact of storm rainfall and runoff on areas of the ground surface disturbed during the construction process. In addition, there are recommendations for controlling other sources of pollution that could accompany the major construction activities. The SWPPP will terminate when disturbed areas are stabilized, permanent erosion and sedimentation controls are installed, temporary erosion and sedimentation controls are removed, construction activities covered herein have ceased, and a completed Notice of Termination (NOT) is transmitted to the governing agency.

3. PROJECT DESCRIPTION

Described below are the major construction activities that are subject of this SWPPP. Also included in the sequence are BMP installation activities that must take place prior to construction activities. NOTE: Down slope protective measures must always be in place before soil is disturbed. Activities are presented in the order (sequence) they are expected to be completed.

All activities and time frames (beginning and ending dates) shall be noted on the Site Map. The sequence of construction is as follows:

Upon implementation and installation of the following areas: trailers, parking, lay down, porta-poty, wheel wash, concrete washout, mason's area, fuel and material storage containers, solid waste containers, etc., immediately denote them on the Site Maps and note any changes in location as they occur throughout the construction process.

Typical Stage of Construction, items shall be added or deleted as needed for each individual project.

Phase I
1. Install stabilized construction entrance and SWPPP Entrance Sign.
2. Install silt fence(s) on the site (clear only those areas necessary to install silt fence).
3. Install inlet protection on existing inlets.
4. Prepare temporary parking and storage area.
5. Install and stabilize hydraulic control structures (dikes, swales, check dams, etc.).
6. Begin grading the site.
7. Start construction of building pad and structures.

Phase II
7. Temporarily seed, throughout construction, denuded areas that will be inactive for 14 days or more.
8. Install utilities, underdrains, storm sewers, curbs and gutters.
9. Install inlet protection at all storm sewer structures as each inlet structure is installed.
10. Permanently stabilize areas to be vegetated as they are brought to final grade.
11. Prepare site for paving.
12. Pave site.
13. Install appropriate inlet protection devises for paved areas as work progresses.
14. Complete grading and installation or permanent stabilization over all areas including outlots.
15. Call Engineer after the site appears to be fully stabilized for inspection.
16. Remove all temporary erosion and sediment control devices after approval of the Engineer and stabilize any areas disturbed by the removal of the BMP.

NOTE: The Contractor may complete construction-related activities concurrently only if all preceding BMPs have been completely installed.

The actual schedule for implementing pollutant control measures will be determined by project construction progress and recorded by the Contractor on the Soil Erosion/Sediment Control Operation Time Schedule on the Erosion and Sediment Control Plans. Down slope protective measures must always be in place before soil is disturbed.

4. SITE DESCRIPTION

1. Site description
Site construction activities consist of general grading of site, construct detention pond, building and parking lot with finish grading and landscaping.

2. Total area of site = 25.88 acres
Total disturbed area on site = 22.00 acres

3. Estimated site runoff coefficient after construction activities are complete: CN=73.

4. Site map included indicating existing & proposed slopes across site is included in SWPPP.

5. Site drainage is received by Blackberry Creek located south of the development.

5. STORM WATER POLLUTION PREVENTION MEASURES AND CONTROLS

A variety of storm water pollutant controls are recommended for this project. Some controls are intended for function temporarily and will be used as needed for pollutant control during the construction period. These include temporary sediment barriers and permanent storm retention ponds (which can also function as permanent sediment basins). Permanent stabilization will be accomplished in all disturbed areas by covering the soil with pavement, building foundation, vegetation, or other forms of soil stabilization.

A. EROSION AND SEDIMENT CONTROLS

1. Soil Stabilization
The purpose of soil stabilization is to prevent soil from eroding and leaving the site. In the natural condition, soil is stabilized by native vegetation. The primary technique to be used at this project for stabilizing site soils will be to provide a protective cover of grass, pavement, or building structure.

a) Temporary Seeding or Stabilization – All denuded areas that will be inactive for 14 days or more, must be stabilized temporarily with the use of fast-germinating annual grass/grain varieties, straw/hay mulch, wood cellulose fibers, tackifiers, netting or blankets.

b) Permanent Seeding or Sodding – All areas at final grade must be seeded or sodded within 14 days after completion of work in any area. The entire site must have permanent vegetative cover established in all areas not covered by hardscape upon completion of all soil disturbing activities on site. Except for small level spots, seeded areas should generally be protected with mulch or a rolled erosion control product. All areas to be sealed will have topsoil and other soil amendments as specified on the Landscape Plan.

2. Structural Controls

a) Silt Fence – Silt fence is a synthetic permeable woven or non-woven geotextile fabric incorporating metal support stakes at intervals sufficient to support the fence (5-feet maximum distance between posts), water, and sediment retained by the fence. The fence is designed to retain sediment-laden storm water and allow settlement of suspended soils before the storm water flows through the fabric and discharges off-site. Silt fence shall be located on the contour to capture overland, low-velocity sheet flows. The Contractor may utilize triangular silt dike and/or non-wire backed silt fence as intermediate BMPs. Install silt fence at a fairly level grade along the contour with the ends curved uphill to provide sufficient upstream storage volume for the anticipated runoff. Drainage areas shall not exceed ½ acre per 100 feet of silt fence for slopes less than 2 percent.

b) Construction Exit – All access points from the pubic street into the construction site shall include a construction exit composed of course stone to the dimensions shown on the Existing Conditions and Demolition Plan. The rough texture of the stone helps to remove clumps of soil adhering to the construction vehicles tires through the action of vibration and jarring over the rough surface and the friction of the stone matrix against soils attached to vehicle tires.

In addition to the stone at the construction exit, it may be necessary to install devices such as pipes (cattle guard) to increase the vibration and jarring. It may also be necessary to install a wheel wash system. If this is done, a sediment trap control must be installed to treat the wash water before it discharges from the site.

All site access must be confined to the Construction Exit(s). Barricade, sufficient to prevent use, any locations other than Construction Exit(s) where vehicles or equipment may access the site.

c) Storm Sewer Inlet Protection – Curb and grated inlets are protected from the intrusion of sediment through a variety of measures as shown on the details included in the Construction drawings. The primary mechanism is to place controls in the path of flow sufficient to slow the sediment-laden water to allow settlement of suspended soils before discharging into the storm sewer. It is possible that as construction progresses from storm sewer installation through paving that the inlet protection devices should change. All inlet protection devices create ponding of storm water. This should be taken into consideration when deciding on which device or devices should be used.

d) Inspection and any necessary cleaning of the underground storm system shall be included as part of this swppp.

Final site stabilization is achieved when perennial vegetative cover provides permanent stabilization with a density greater than 70 percent over the entire area to be stabilized by vegetative cover. This is exclusive of areas paved, rocked, or having a building on them.

B. OTHER POLLUTANT CONTROLS
This section includes the controls of pollutants other than sediment and additional requirements of the General Permit.

1. Dust Control
Construction traffic must enter and exit the site at the stabilized construction exit. Water trucks or other dust control agents will be used as needed during construction to reduce dust generated on the site. Dust control must be provided by the Contractor to a degree that is in compliance with applicable Local and State dust control regulations.

2. Solid Waste Disposal
No solid materials, including building materials, are allowed to be discharged from the site with storm water. All solid waste, including disposable materials incidental to the major construction activities, must be collected and placed in containers. The containers will be emptied as necessary by a contract trash disposal service and hauled away from the site. Covers for the containers will be provided as necessary to meet State and Local requirements. The location of solid waste receptacles shall be shown on the Site Maps.

Substances that have the potential for polluting surface and/or groundwater must be controlled by whatever means necessary in order to ensure that they do not discharge from the site. As an example, special care must be exercised during equipment fueling and servicing operations. If a spill occurs, it must be contained and disposed of so that it will not flow from the site or enter groundwater, even if this requires removal, treatment, and disposal of soil. In this regard, potentially polluting substances should be handled in a manner consistent with the impact they represent.

3. Sanitary Facilities
All personnel involved with construction activities must comply with State and Local sanitary or septic regulations. Temporary sanitary facilities will be provided at the site throughout the construction phase. They must be utilized by all construction personnel and will be serviced by a commercial operator. The location of sanitary facilities shall be shown on the Site Map.

4. Non-Storm Water Discharge
Non-storm water components of site discharges are not permitted under ILR10 except as follows: discharges from fire fighting activities; fire hydrant flushings; water used to wash vehicles where detergents are not used; waters used to control dust; potable water sources including uncontaminated waterline flushings; irrigation drainage; routine external building washdown which does not use detergents; pavement washdowns where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate; springs, uncontaminated ground water; and foundation or footing drains where flows are not contaminated with process materials such as solvents.

5. Concrete Waste from Concrete Ready-Mix Trucks
Discharge of excess or waste concrete and/or wash water from concrete trucks will be allowed on the construction site, but only in specifically designated areas. The designated concrete washout area and/or wash water and storm water that will be discharged from the site. Alternatively, waste concrete can be placed into forms to make rip rap or other useful concrete products. The cured residue from the concrete washout diked areas shall be disposed in accordance with applicable State and Federal regulations. The jobsite superintendent is responsible for assuring that these procedures are followed. The location of concrete washout areas shall be shown on the Site Maps.

6. Mason's Area
Contractor shall identify mason's area on the site and indicate location on the Site Map. To the extent practical, all masonry tools, material, including sand and packed cement or mortar materials, and equipment shall be located within the area identified. Runoff control, such as berms or diversion ditches, silt fence, straw wattles, or other means of containment shall be provided to prevent the migration of storm water pollutants in runoff from the mason's area. Receptacles for debris and trash disposal shall also be provided.

7. Fuel Tanks
Temporary on-site fuel tanks for construction vehicles shall meet all State and Federal regulations. Tanks shall have approved spill containment with the capacities required by the applicable regulations. The tanks shall be in sound condition free of rust or other damage which might compromise containment. Fuel storage areas will meet all EPA, OSHA and other regulatory requirements for signage, fire extinguisher, etc. Hoses, valves, fittings, caps, filler nozzles, and associated hardware shall be maintained in proper working condition at all times. The location of fuel tanks shall be shown on the Site Maps.

A Spill Prevention, Control and Countermeasure (SPCC) Plan must be developed if aboveground oil storage capacity at the construction site exceeds 1,320-gallons. Containers with storage capacity of 55-gallons or less are not included when calculating site storage capacity. The Contractor shall work with the Civil Engineering Consultant to develop and implement a SPCC Plan in accordance with the Oil Pollution Prevention regulation at Title 40 of the Code of Federal Regulations, Part 112, (40 CFR 112).

8. Hazardous Material Management and Spill Reporting Plan
Any hazardous or potentially hazardous material that is bought onto the construction site will be handled properly in order to reduce the potential for storm water pollution. All materials used on this construction site will be properly stored, handled, dispensed and disposed of following all applicable label directions. Material Safety Data Sheets (MSDS) information will be kept on site for any and all applicable materials.

In the event of an accidental spill, immediate action will be undertaken by the Contractor to contain and remove the spilled material. All hazardous materials will be disposed of by the Contractor in the manner specified by Federal, State and Local regulations and by the manufacturer of such products. As soon as possible, the spill will be reported to the appropriate agencies. As required under the provisions of the Clean Water Act, any spill or discharge entering waters of the United States will be properly reported. The Contractor will prepare a written record of any spill of petroleum products or hazardous materials in excess of reportable quantities and will provide notice to Owner within 24-hours of the occurrence of the spill.

Any spills of petroleum products or hazardous materials in excess of Reportable Quantities as defined by EPA shall be immediately reported to the EPA National Response Center (1-800-424-8802). In addition, 35 Ill. Adm. Code 750.410 requires notification of IEMA (1-800-782-7860). Reportable chemical spill quantities are those listed for hazardous substances under Superfund Law as extremely hazardous substances under the Superfund Reauthorization and Amendments Act of 1986 (SARA), the emergency planning statute which also establishes threshold planning quantities (29 Ill. Admin. Code 430.30). Oil spills are reportable if they must be reported under the Federal Water Pollution Control Act. This generally includes spills that are in excess of 25 gallons or "may be harmful to the public health or welfare" (40 CFR 110). Harmful discharges include those that (1) violate applicable water quality standards, or (2) leave a film on the water or adjoining shorelands or cause a sludge or emulsion to be deposited beneath the water's surface or on adjoining shorelands. The reportable quantity for hazardous materials can be found in 40 CFR 302 or by contacting the IEMA (1-800-785-9888).

In order to minimize the potential for a spill of petroleum product or hazardous materials to come in contact with storm water, the following steps will be implemented:

a) All materials with hazardous properties (such as pesticides, petroleum products, fertilizers, detergents, construction chemicals, acids, paints, paint solvents, additives for soil stabilization, concrete, curing compounds and additives, etc.) will be stored in a secure location, under cover, when not in use.

b) The minimum practical quantity of all such materials will be kept on the job site and scheduled for delivery as close to time of use as practical.

c)A spill control and containment kit (containing for example, absorbent material such as kitty litter or sawdust, acid neutralizing agent, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.) will be provided at the storage site.

d) All of the products in a container will be used before the container is disposed of. All such containers will be triple rinsed, with water prior to disposal. The rinse water used in these containers will be disposed of in a manner in compliance with State and Federal regulations and will not be allowed to mix with storm water discharges.

e) All products will be stored in and used from the original container with the original product label.

f) All products will be used in strict compliance with instructions on the product label.

g) The disposal of excess or used products will be in strict compliance with instructions on the product label.

9. Long Term Pollutant Controls
Storm water pollutant control measures installed during construction, that will also provide storm water management benefits after construction, include turf areas in sufficient quantity so as to provide a site impervious ratio (ISR) or 0.76.

C. CONSTRUCTION PHASE "BEST MANAGEMENT PRACTICES" (BMPs)
During the construction phase, the Contractor shall implement the following measures:

1. Materials resulting from the clearing and grubbing or excavation operations shall be stockpiled up slope from adequate sedimentation controls. Materials removed to an off-site location shall be protected with appropriate controls and property permitted.

2. The Contractor shall designate areas on the Site Map for equipment cleaning, maintenance, and repair. The Contractor and sub-contractors shall utilize such designated areas. Cleaning, maintenance, and repair areas shall be protected by a temporary perimeter berm, shall not occur within 150 feet of any waterway, water body or wetland, and in areas located as far as practical from storm water inlets.

3. Use of detergents for large scale washing is prohibited (i.e. vehicles, buildings, pavement, surfaces, etc.).

4. Chemicals, paints, solvents, fertilizers, and other toxic materials must be stored in waterproof containers. Except during application, the containers, the contents must be kept in trucks or within storage facilities. Runoff containing such material must be collected, removed from the site, treated, and disposed of at an approved solid waste and chemical disposal facility.

D. OFF-SITE FACILITIES IN THE OPERATIONAL CONTROL OF THE CONTRACTOR
Whenever dirt, rock, or other materials are imported to the construction site or exported for placement in areas off of the primary construction site, the Contractor is responsible for determining that all storm water permitting and pollution control requirements are met for each site which receives such materials or from which site materials are taken. Prior to the disturbance of any such site, Contractor will confirm that the operators of the site they are importing to or exporting from have properly obtained all required permits, and will comply with all laws, regulations and permit conditions applicable to such sites.

At a minimum, each off-site area that provides or receives material or is disturbed by project activities must implement erosion and sediment control measures consisting of perimeter controls on all down slope and side slope boundaries and must also provide for both temporary stabilization and for permanent re-vegetation after all disturbances has ended.

6. LOCAL PLANS

In addition to this SWPPP, construction activities associated with this project must comply with any guidelines set forth by Local regulatory agencies. The Contractor shall maintain documents evidencing such compliance in this SWPPP.

7. INSPECTIONS AND SYSTEM MAINTENANCE

Between the time this SWPPP is implemented and final Notice of Termination has been submitted, all disturbed areas and pollutant controls must be inspected weekly and within 24 hours of the end of a storm event 0.5 inches or equivalent snowfall. The purpose of site inspections is to assess performance of pollutant controls. The inspections will be conducted by the Contractor's Site Superintendent. Based on these inspections, the Contractor will decide whether it is necessary to modify this SWPPP, add or relocate controls, or revise or implement additional Best Management Practices in order to prevent pollutants from leaving the site via storm water runoff. The Contractor has the duty to cause pollutant control measures to be repaired, modified, supplemented, or take additional steps as necessary in order to achieve effective pollutant control.

Examples of specific items to evaluate during site inspections are listed below. This list is not intended to be comprehensive. During each inspection, the inspector must evaluate overall pollutant control system performance as well as particular details of individual system components. Additional factors should be considered as appropriate to the circumstances.

A. CONSTRUCTION EXIT AND TRACK OUT
Locations where vehicles enter and exit the site must be inspected for evidence of off-site sediment tracking. A stabilized construction exit shall be constructed where vehicles enter and exit. Exits shall be maintained or supplemented with additional rock as necessary to prevent the release of sediment from vehicles leaving the site. Any sediment deposited on the roadway shall be swept as necessary throughout the day or at the end of everyday and disposed of in an appropriate manner. Sediment shall NOT be washed into storm sewer systems.

B. SEDIMENT CONTROL DEVICES
Sediment barriers, traps and basins must be inspected and they must be cleaned out at such time as their original capacity has been reduced by 50 percent. All material excavated from behind sediment barriers or in traps and basins shall be incorporated into on-site soils or spread out on an upland portion of the site and stabilized. Additional sediment barriers must be constructed as needed.

C. MATERIAL STORAGE AREAS
Inspections shall evaluate disturbed areas and areas used for storing materials that are exposed to rainfall for evidence of, or the potential for, pollutants entering the drainage system or discharging from the site. If necessary, the materials must be covered or original covers must be repaired or supplemented. Also, protective berms must be constructed, if needed, in order to contain runoff from material storage areas. All State and Local regulations pertaining to material storage areas will be adhered to.

D. VEGETATION
Grassed areas shall be inspected to confirm that a healthy stand of grass is maintained. The site has achieved final stabilization once all areas are covered with building foundation or pavement, or have a stand of grass with a minimum of 70 percent density or greater over the entire vegetated area in accordance with the General Permit requirements. The vegetative density must be maintained to be considered stabilized. Area must be watered, fertilized, and re-seeded as needed to achieve this requirement.

E. DISCHARGE POINTS
All discharge points must be inspected to determine whether erosion and sediment control measures are effective in preventing discharge of sediment from the site or impacts to receiving waters.

The Inspection Report Form must identify all deficiencies, any corrections, whether they are identified during the current inspection or have occurred since the previous inspection, and any additional comments. Based on inspection results, any modification necessary to increase effectiveness of this SWPPP to an acceptable level must be made immediately but no longer than within 48 hours of inspection. The inspection reports must be completed and inspection information should be included if needed to fully describe a situation. An important aspect of the inspection report is the description of additional measures that need to be taken to enhance plan effectiveness. The inspection report must identify whether the site was in compliance with the SWPPP at the time of inspection and specifically identify all incidents of non-compliance.

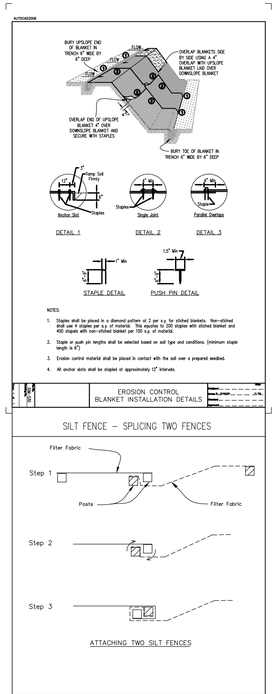
The Inspection Report Form must summarize the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this SWPPP, and actions taken in accordance with section 4.b shall be made and retained as part of the plan for at least six years after the date of the inspection. The report shall be signed in accordance with Part VI.G of the General Permit.

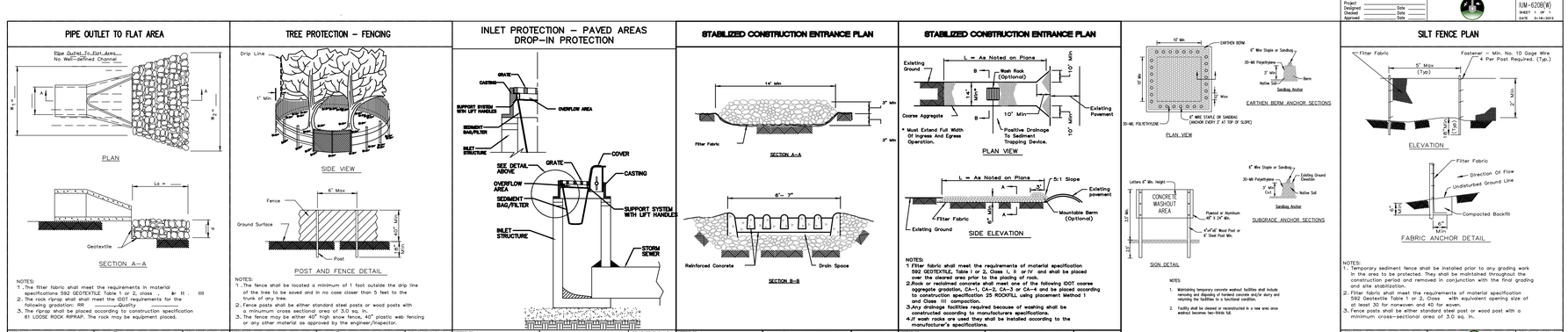
If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Contractor's Compliance Officer shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Contractor's Compliance Officer shall us forms provided by the IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted in noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with part VI.G of the General Permit. The report of noncompliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
P.O. Box 19276
Springfield, IL 62794-9276

Ultimately, it is the responsibility of the General Contractor to assure the adequacy of site pollutant discharge controls. Actual physical site conditions or Contractor practices could make it necessary to install more structural controls than are shown on the plans. For example, Localized concentrations of runoff could make it necessary to install additional sediment barriers. Assessing the need for additional controls and implementing them or adjusting existing controls will be a continuing aspect of this SWPPP until the site achieves final stabilization. Any modifications, additions or deletions of sediment control devices must be approved by the Engineer through written communications.

CONCRETE WASH-OUT NOTE:
CONCRETE WASHOUT SHOULD BE CONTAINED AT ALL TIMES. WASHOUT MATERIAL SHOULD NOT BE ALLOWED TO ENTER WATER BODIES, STORM SEWERS OR LEACH INTO THE SOIL UNDER ANY CIRCUMSTANCES. ANY WASTE SHOULD BE DISPOSED OF PROPERLY AND THE LOCATION OF THE WASHOUT SHOULD BE DESIGNATED WITH PROPER SIGNAGE. FAILURE TO COMPLY COULD RESULT IN AN INCIDENCE OF NONCOMPLIANCE (ION).





TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS

NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

STORM WATER POLLUTION PREVENTION PLAN

PROJECT NO. 23 555 01
SCALE: NTS
DATE: JAN 22, 2024

SHEET NO. 4 OF 12 SHEETS

NOTES:
1. ALL WORK ON CANNONBALL TRAIL & GALENA ROAD TO BE COMPLETED BY KENDALL COUNTY HIGHWAY DEPARTMENT IN THE SPRING OF 2024.

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
OVERALL CIVIL SITE PLAN

PROJECT NO.	23 555 01
SCALE:	1" = 60'
DATE:	JAN 22, 2024

SHEET NO. 5 OF 12 SHEETS

GALENA ROAD
(120' Right of Way)

FOX METRO 24" SANITARY INTERCEPTOR

NEW PROPERTY LINE PER KENDALL COUNTY

YORKVILLE 16" WATERMAIN

50' Setback Building Line

PROPOSED YMCA BUILDING
FF = 652.00

FUTURE BUILDING ADDITION
POOL AREA
FF = 652.00

FUTURE BUILDING ADDITION
DAYCARE
FF = 652.00

FUTURE PLAYGROUND

UNFARMED AREA

PROPOSED 24' DRIVE AISLE

PROPOSED 5' SIDEWALK

PROPOSED 8' SIDEWALK

FUTURE 8' SIDEWALK

FUTURE PARKING

PHASE 1 PARKING
ASPHALT

PROPOSED 24' DRIVE AISLE

FUTURE PARKING

LS AREA

CANNONBALL TRAIL

PROPOSED 160 L.F.
6" SDR 26 PVC PIPE
@ 1.0% MIN.

PROPOSED SANITARY
PUMP STATION
RIM = 649.60
6" NW INV = TBD
6" S INV = TBD

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED OUTFALL STRUCTURE
RIM = 649.20
15" E INV = 646.19
15" W INV = 646.19
10" RESTRICTOR = 646.19

PROPOSED DETENTION POND

100 YR STORAGE VOLUME
= 6.75 AC-FT

100 YR HWL = 648.30

PROPOSED 15" FES
W/ RR-4 RIP RAP
INV = 646.30

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED 12" FES
W/ RR-4 RIP RAP
INV = 646.00

PROPOSED 49" FES
PER KENDALL COUNTY
INV = 645.32

PROPOSED 15" FES
W/ RR-4 RIP RAP
INV = 645.34

PROPOSED 420 L.F.
2" HDPE PVC PIPE

PROPOSED 304 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 165 L.F.
12" CL IV RCP @ 0.30%

PROPOSED 36 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 645.89

PROPOSED 2' INLET
RIM = 648.40
12" INV = 646.50

REQ'D 100YR
HWL = 648.30
PROVIDED OVERFLOW
@ EOP = 648.90

SCALE IN FEET
-40 0 40 80

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
CIVIL SITE PLAN - NORTH

PROJECT NO.	23 555 01
SCALE:	1" = 40'
DATE:	JAN 22, 2024

SHEET NO. 6 OF 12 SHEETS

PROPOSED 6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED OUTFALL STRUCTURE
RIM = 649.20
15" E INV = 646.19
15" W INV = 646.19
10" RESTRICTOR = 646.19

PROPOSED DETENTION POND

100 YR STORAGE VOLUME
= 6.75 AC-FT

100 YR HWL = 648.30

PROPOSED 40' FES
PER KENDALL COUNTY
INV = 645.32

PROPOSED 15" FES
W/ RR-4 RIP RAP
INV = 646.30

PROPOSED 15" FES
W/ RR-4 RIP RAP
INV = 646.34

PROPOSED 420 L.F.
2" HDPE PVC PIPE

PROPOSED 304 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 36 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED 165 L.F.
12" CL IV RCP @ 0.30%

PROPOSED 12" FES
W/ RR-4 RIP RAP
INV = 646.00

PROPOSED 2' INLET
RIM = 648.40
12" INV = 646.50

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 645.89

REQ'D 100YR
HWL = 648.30
PROVIDED OVERFLOW
@ EOP = 648.90

PROPOSED 24' DRIVE AISLE

PROPOSED ASPHALT ENTRANCE
PER KENDALL COUNTY

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 646.09

FUTURE PARKING

PROPOSED SEPTIC FIELD

50' Setback Building Line

NEW PROPERTY LINE PER KENDALL COUNTY

SANNONBALL TRAIL

STA 103+22.10

CROP LAND
(CUT AND PLOWED CORN)

CULVERT
(12" CMP)
INV S: 647.51

CULVERT
(12" CMP)
INV N: 648.35

GRAVEL ENTRANCE

FLARED END SECTION
INV SE: 648.72 (12" RCP)

FLARED END SECTION
INV NW: 648.66 (12" RCP)

STORM CATCH BASIN
CLOSED LID
RIM: 1653.78
SUMP: 1646.38
INV NW: 648.78 (4" RESTR IN 12" RCP)
INV SE: 648.78 (12" RCP)

CONCRETE
OVERFLOW WALL
ELEV=651.14

RETENTION BASIN

CONCRETE PARKING LOT

GARAGE
FF=654.78

SEPTIC
EQUIPMENT

PROPANE
TANK

HVAC
PAD

CHURCH
FF=653.49

SCALE IN FEET
-40 0 40 80

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

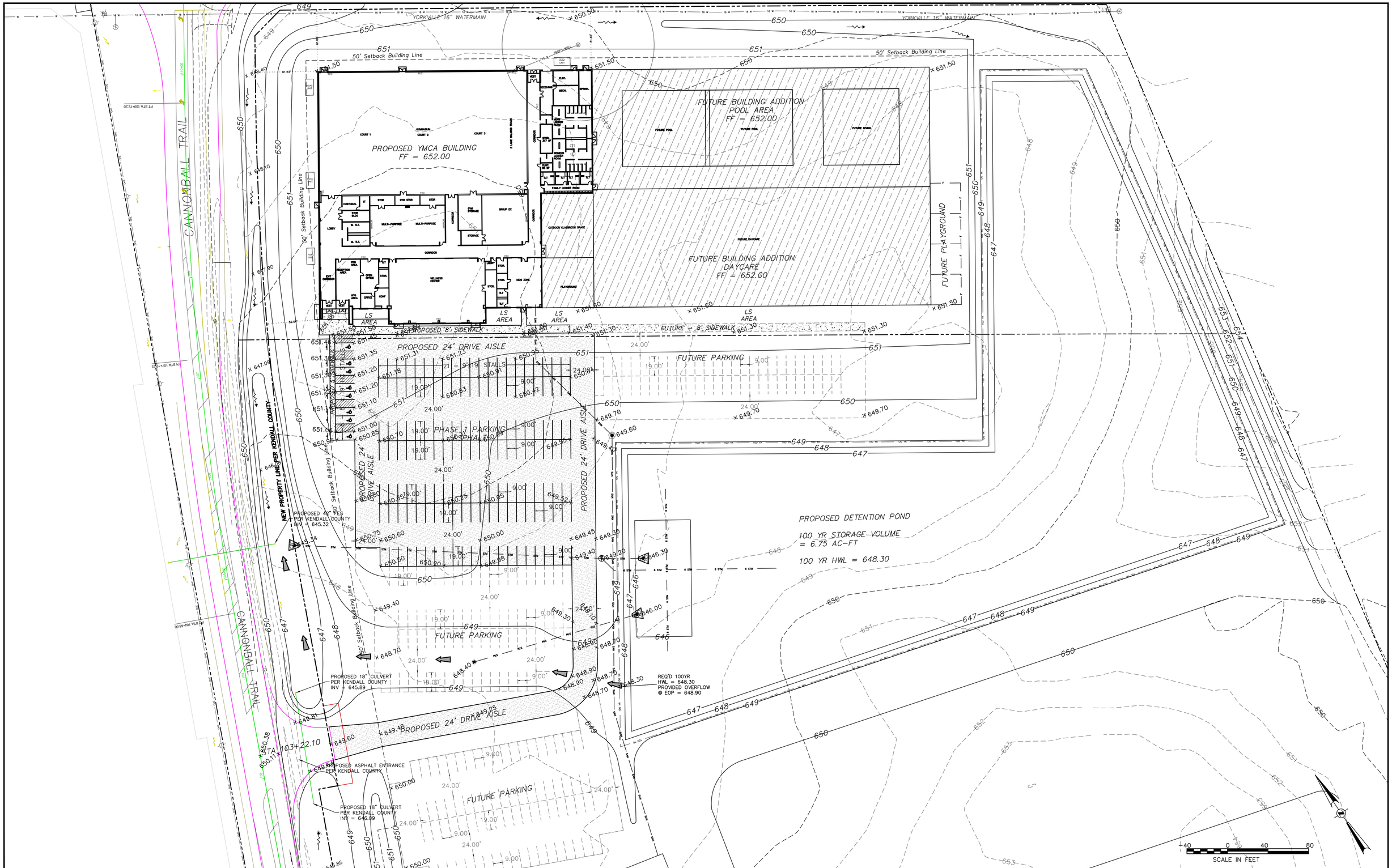
REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
CIVIL SITE PLAN - SOUTH

PROJECT NO.	23 555 01
SCALE:	1" = 40'
DATE:	JAN 22, 2024

SHEET NO. 7 OF 12 SHEETS



TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

OVERALL GRADING PLAN

PROJECT NO.	23 555 01
SCALE:	1" = 40'
DATE:	JAN 22, 2024

SHEET NO. 8 OF 12 SHEETS

NEW PROPERTY LINE PER KENDALL COUNTY

YORKVILLE 16" WATERMAIN

YORKVILLE 16" WATERMAIN

50' Setback Building Line

50' Setback Building Line

PROP'D WELL (W)

75' R

HVAC UNIT

HVAC UNIT

HVAC UNIT

HVAC UNIT

VEST

ELEC.

RECEIVING

MECH.

SPRINK.

MENS LOCKER ROOM

STOR. 317 SF

WOMENS LOCKER ROOM

CUST. 95 SF

TLT

TLT

TLT

TLT

FAMILY LOCKER ROOM

CORRIDOR

CORRIDOR

CORRIDOR

GYMNASIUM

COURT 1

COURT 2

COURT 3

3 LANE WALKING TRACK

PROPOSED YMCA BUILDING
FF = 652.00

FUTURE BUILDING ADDITION
POOL AREA
FF = 652.00

FUTURE POOL

FUTURE POOL

FUTURE DIVING

CUSTODIAL

IT

STOR

GYM STOR

STOR

STOR BLDG

W. TLT.

M. TLT.

LOBBY

MIRROR

MULTI-PURPOSE

MULTI-PURPOSE

MIRROR

GYM STORAGE

GROUP EX

STORAGE

OUTDOOR CLASSROOM SPACE

FUTURE DAYCARE

FUTURE BUILDING ADDITION
DAYCARE
FF = 652.00

FUTURE PLAYGROUND

PLAYGROUND

EXIT CORRIDOR

RECEPTION AREA

WTG AREA

OPEN OFFICE

TLT

STOR.

WELLNESS CENTER

LNDRY

STOR.

STOR.

STOR.

KIDS ZONE

TLT

TLT

WTG AREA

OFFICE

CONF

VEST

VEST

LS AREA

LS AREA

LS AREA

PROPOSED 8' SIDEWALK

FUTURE - 8' SIDEWALK

PROPOSED 24' DRIVE AISLE

PROPOSED 5' SIDEWALK

21 - 9'x19' STALLS

16 - 9'x19' STALLS

24.00'

19.00'

9.00'

24.00'

FUTURE PARKING

19.00'

9.00'

24.00'

19.00' PHASE 1 PARKING 9.00'

24.00'

DRIVE AISLE

61.00'

61.45'

SCALE IN FEET

−20 0 20 40

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

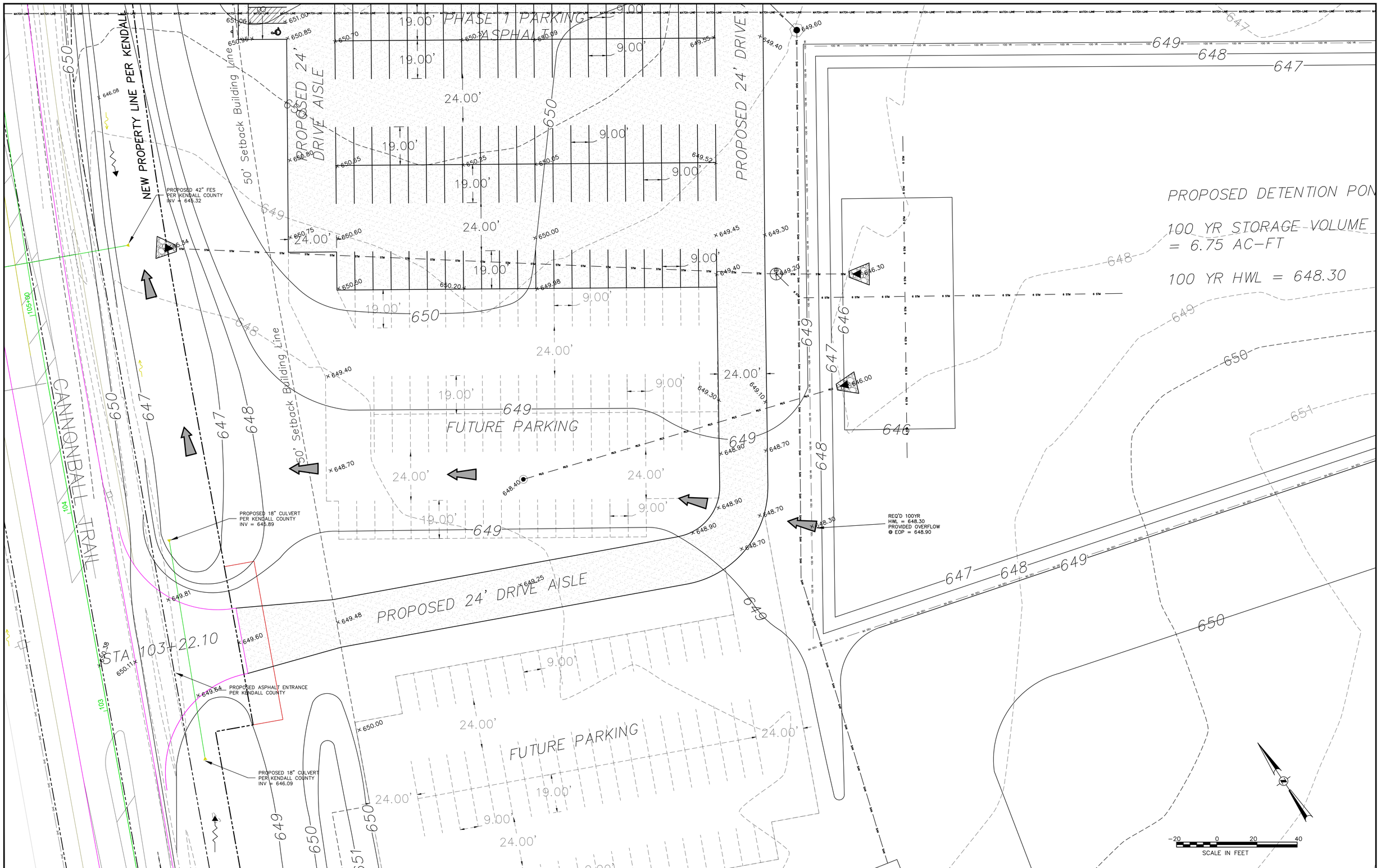
PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

GRADING PLAN - NORTH

PROJECT NO.	23 555 01
SCALE:	1" = 20'
DATE:	JAN 22, 2024

SHEET NO. 9 OF 12 SHEETS



TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

GRADING PLAN - SOUTH

PROJECT NO.	23 555 01
SCALE:	1" = 20'
DATE:	JAN 22, 2024

SHEET NO. 10 OF 12 SHEETS

GENERAL CONDITIONS

1. ALL EARTHWORK, ROADWAY WORK, DRAINAGE WORK OR STORM SEWER WORK SHALL BE PERFORMED UTILIZING MATERIALS AND METHODS IN STRICT ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. ALL MUNICIPAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS SHALL BE STRICTLY ADHERED TO IN WORK PERFORMED UNDER THIS CONTRACT.

2. ALL SANITARY SEWER AND WATER MAIN WORK SHALL BE PERFORMED USING METHODS AND MATERIALS IN STRICT ACCORDANCE WITH THE LATEST EDITION OF "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. ALL MUNICIPAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS SHALL BE STRICTLY ADHERED TO IN WORK PERFORMED UNDER THIS CONTRACT.

3. ANY SPECIFICATIONS WHICH ARE SUPPLIED ALONG WITH THE PLANS SHALL TAKE PRECEDENCE IN THE CASE OF A CONFLICT WITH THE STANDARD SPECIFICATIONS NOTED IN ITEMS NO. 1 AND 2 ABOVE. THE ABOVE STANDARD SPECIFICATIONS & THE CONSTRUCTION PLANS ARE TO BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT.

4. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO THE ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.

5. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE GOVERNING MUNICIPALITY, OTHER APPLICABLE GOVERNMENTAL AGENCIES, AND THE OWNER.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. HE SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS, ALONG WITH ADEQUATE TRAFFIC CONTROL MEASURES. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER, AT NO ADDITIONAL COST TO THE OWNER.

7. THE UTILITY LOCATIONS, AND THE DEPTHS SHOWN ON THESE PLANS ARE APPROXIMATE ONLY, AND SHALL BE VERIFIED BY THE CONTRACTOR WITH ALL AFFECTED UTILITY COMPANIES PRIOR TO INITIATING CONSTRUCTION OPERATIONS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY FOR THE ADEQUACY, SUFFICIENCY OR EXACTNESS OF THESE UTILITY REPRESENTATIONS.

8. PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR SHALL CONTACT THE OFFICE OF J.U.L.I.E. AT 1-800-892-0123 FOR EXACT FIELD LOCATION OF ALL UNDERGROUND UTILITIES IN THE PROXIMITY OF, AND ON, THE PROJECT SITE; IF THERE ARE ANY UTILITIES WHICH ARE NOT MEMBERS OF THE J.U.L.I.E. SYSTEM, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THIS AND MAKE ARRANGEMENTS TO HAVE THESE UTILITIES FIELD LOCATED.

9. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR RELOCATING THESE FACILITIES AT HIS EXPENSE TO ACCOMMODATE THE NEW CONSTRUCTION.

10. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER OR EXTENDED TO OUTLET INTO A PROPOSED DRAINAGE WAY. IF THIS CANNOT BE ACCOMPLISHED, THEN IT SHALL BE REPAIRED WITH NEW PIPE OF SIMILAR SIZE AND MATERIAL TO THE ORIGINAL LINE AND PUT IN ACCEPTABLE OPERATIONAL CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE FOR ONSITE DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

11. IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THIS SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

12. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OF FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

13. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS (SERIES 1926) AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS OF THE WILLIAMS STELGER OCCUPATIONAL HEALTH STATE SAFETY ACT OF 1970(REVISED). THE CONTRACTOR, ENGINEERS, AND OWNER SHALL EACH BE RESPONSIBLE FOR HIS OWN RESPECTIVE AGENTS AND EMPLOYEES.

14. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND ALL GOVERNING AUTHORITIES, THEIR AGENTS SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY WITH RESPECT TO THE CONSTRUCTION, INSTALLATION AND TESTING OF THE WORK REQUIRED ON THIS PROJECT. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM THE WORK OF THIS CONTRACT IN A MANNER WHICH STRICTLY COMPLIES WITH ANY AND ALL PERTINENT LOCAL, STATE OR NATIONAL CONSTRUCTION AND SAFETY CODES. THE ENGINEER, OWNER, AND GOVERNING AUTHORITIES ARE NOT RESPONSIBLE FOR ENSURING COMPLIANCE BY THE CONTRACTOR WITH SAID CODES AND ASSUME NO LIABILITY FOR ACCIDENTS, INJURIES, OR DEATHS, OR CLAIMS RELATING THERETO WHICH MAY RESULT FROM LACK OF ADHERENCE TO SAID CODES.

UNDERGROUND UTILITIES

1. ALL UTILITY TRENCHES BENEATH PROPOSED OR EXISTING UTILITIES, PROPOSED OR EXISTING PAVEMENT, DRIVEWAYS, SIDEWALKS AND FOR A DISTANCE OF TWO FEET ON EITHER SIDE OF SAME, AND/OR WHEREVER ELSE SHOWN ON THE CONSTRUCTION PLANS SHALL BE BACKFILLED WITH SELECT GRANULAR BACKFILL (CA-7) AND THOROUGHLY COMPACTED IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS.

2. UNLESS OTHERWISE INDICATED ON THE PLANS, STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CULVERT PIPE OF THE CLASS AS INDICATED ON THE PLANS, AND CONFORMING TO ASTM C-76. JOINTS SHALL TYPICALLY BE A "TROWEL APPLIED" BITUMINOUS MASTIC COMPOUND IN ACCORDANCE WITH ASTM C-76 (OR C-14 AS MAY BE APPLICABLE OR RUBBER "O"-RING GASKET JOINTS CONFORMING TO ASTM C-443). LOCATIONS WHERE THE STORM SEWER CROSSES WATERMAINS AN "O"-RING JOINT IN ACCORDANCE WITH ASTM C-361 SHALL BE USED.

3. STORM SEWER MANHOLES SHALL BE PRECAST STRUCTURES, WITH THE DIAMETER DEPENDENT ON THE PIPE SIZE AND WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION STANDARDS). LIDS SHALL BE IMPRINTED "STORM SEWER". ALL FLARED END SECTIONS SHALL HAVE A FRAME & GRATE INSTALLED.

4. THESE FRAME AND GRATES FOR STORM STRUCTURES SHALL BE USED UNLESS OTHERWISE INDICATED ON THE PLAN SET. USE NEENAH R-1712 OPEN LID (OR EQUAL) IN PAVEMENT AREAS, USE NEENAH R-1772-B OPEN OR CLOSED LID (OR EQUAL) IN GRASS AREAS, USE NEENAH R-3015 (OR EQUAL) FOR B6.12 CURB AREAS, AND NEENAH R-3509 (OR EQUAL) FOR DEPRESSED CURB AREAS.

5. STRUCTURES FOR SANITARY AND STORM SEWERS AND VALVE VAULTS FOR WATER SHALL BE IN ACCORDANCE WITH THESE IMPROVEMENT PLANS AND THE APPLICABLE STANDARD SPECIFICATIONS. WHERE GRANULAR TRENCH BACKFILL IS REQUIRED AROUND THESE STRUCTURES THE COST SHALL BE CONSIDERED AS INCIDENTAL AND SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE STRUCTURE.

6. ALL STORM SEWERS AND WATERMAINS SHALL HAVE COMPACTED CA-7 GRANULAR BEDDING, A MINIMUM OF 4" BELOW THE BOTTOM OF THE PIPE FOR THE FULL LENGTH. BEDDING SHALL EXTEND TO THE SPRING LINE OF THE PIPE. COST FOR THE BEDDING SHALL BE INCLUDED WITH THE UNIT PRICE BID FOR THE PIPE.

7. THE UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING ANY EXCAVATION FOR THE INSTALLATION OF THE SEWER OR WATER SYSTEMS. ANY DEWATERING ENCOUNTERED SHALL BE INCIDENTAL TO THE RESPECTIVE UNDERGROUND UTILITY.

8. ALL STRUCTURES SHALL HAVE A MAXIMUM OF 8" OF ADJUSTING RINGS, UNLESS OTHERWISE NOTED.

9. ALL TOP FRAMES FOR STORM AND VALVE VAULT COVERS AND B-BOXES ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE UPON COMPLETION OF FINISHED GRADING AND FINAL INSPECTIONS. THIS ADJUSTMENT IS TO BE MADE BY THE UNDERGROUND CONTRACTOR AND THE COST IS TO BE INCIDENTAL. THE UNDERGROUND CONTRACTOR SHALL INSURE THAT ALL ROAD AND PAVEMENT INLETS OR STRUCTURES ARE AT FINISHED GRADE. ANY ADJUSTMENTS NECESSITATED BY THE CURB OR PAVING CONTRACTOR TO ACHIEVE FINAL RIM GRADE, RESULTING IN AN EXTRA FOR SAID ADJUSTMENTS, WILL BE CHARGED TO THE UNDERGROUND CONTRACTOR.

10. ALL FLOOR DRAINS AND FLOOR DRAIN SUMP PUMPS SHALL DISCHARGE INTO THE SANITARY SEWER.

11. ALL DOWNSPOUTS, FOOTING DRAINS AND SUBSURFACE STORM WATERS SHALL DISCHARGE INTO THE STORM SEWER OR ONTO THE GROUND AND BE DIRECTED TOWARDS A STORM SEWER STRUCTURE.

12. ANY ANTICIPATED COST OF SHEETING SHALL BE REFLECTED IN THE CONTRACT AMOUNTS. NO ADDITIONAL COST WILL BE ALLOWED FOR SHEETING OR BRACING.

13. THE CONTRACTOR SHALL INSTALL A 2"x4"x8' POST ADJACENT TO THE TERMINUS OF THE SANITARY SERVICE, WATERMAIN SERVICE, SANITARY MANHOLES, STORM STRUCTURES, AND WATER VAULTS. THE POST SHALL EXTEND A MINIMUM OF 4 FT. ABOVE THE GROUND. SAID POST SHALL BE PAINTED AS FOLLOWS: SANITARY-GREEN, WATER-BLUE, AND STORM-RED.

14. IT SHALL BE THE RESPONSIBILITY OF THE UNDERGROUND CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

EARTHWORK

1. ALL EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH SECTION 200 OF THE I.D.O.T. SPECIFICATIONS.

2. THE CONTRACTOR SHALL PROTECT ALL PROPERTY PINS AND SURVEY MONUMENTS AND SHALL RESTORE ANY WHICH ARE DISTURBED BY HIS OPERATIONS AT NO ADDITIONAL COST TO THE CONTRACT.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALL MATERIAL QUANTITIES AND APPRISE HIMSELF OF ALL SITE CONDITIONS. THE CONTRACT PRICE SUBMITTED BY THE CONTRACTOR SHALL BE CONSIDERED AS LUMP SUM FOR THE COMPLETE PROJECT. NO CLAIMS FOR EXTRA WORK WILL BE RECOGNIZED UNLESS ORDERED IN WRITING BY THE OWNER.

4. PRIOR TO ONSET OF MASS GRADING OPERATIONS THE EARTHWORK CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SOIL EROSION CONTROL SPECIFICATIONS. THE INITIAL ESTABLISHMENT OF EROSION CONTROL PROCEDURES AND THE PLACEMENT OF SILT FENCING, ETC. TO PROTECT ADJACENT PROPERTY SHALL OCCUR BEFORE MASS GRADING BEGINS, AND IN ACCORDANCE WITH THE SOIL EROSION CONTROL CONSTRUCTION SCHEDULE.

5. THE GRADING OPERATIONS ARE TO BE CLOSELY SUPERVISED AND INSPECTED, PARTICULARLY DURING THE REMOVAL OF UNSUITABLE MATERIAL AND THE CONSTRUCTION OF EMBANKMENTS OR BUILDING PADS, BY THE SOILS ENGINEER OR HIS REPRESENTATIVE. ALL TESTING, INSPECTION AND SUPERVISION OF SOIL QUALITY, UNSUITABLE REMOVAL AND ITS REPLACEMENT AND OTHER SOILS RELATED OPERATIONS SHALL BE ENTIRELY THE RESPONSIBILITY OF THE SOILS ENGINEER.

6. THE GRADING AND CONSTRUCTION OF THE SITE IMPROVEMENTS SHALL NOT CAUSE PONDING OF STORM WATER. ALL AREAS ADJACENT TO THESE IMPROVEMENTS SHALL BE GRADED TO ALLOW POSITIVE DRAINAGE.

7. THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH GRADE. A MINIMUM OF SIX INCHES (6") OF TOPSOIL IS TO BE PLACED BEFORE FINISH GRADE ELEVATIONS ARE ACHIEVED.

8. THE SELECTED STRUCTURAL FILL MATERIAL SHALL BE PLACED IN LEVEL UNIFORM LAYERS SO THAT THE COMPACTED THICKNESS IS APPROXIMATELY SIX INCHES (6"); IF COMPACTION EQUIPMENT DEMONSTRATES THE ABILITY TO COMPACT A GREATER THICKNESS, THEN A GREATER THICKNESS MAY BE SPECIFIED. EACH LAYER SHALL BE THOROUGHLY MIXED DURING SPREADING TO INSURE UNIFORMITY.

9. EMBANKMENT MATERIAL WITHIN ROADWAY, PARKING LOT, AND OTHER STRUCTURAL CLAY FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE PERCENT (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-1557 (MODIFIED PROCTOR METHOD), OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER. EMBANKMENT MATERIAL FOR BUILDING PADS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM DESIGNATION D-1557 (MODIFIED PROCTOR METHOD) OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOIL ENGINEER.

10. EMBANKMENT MATERIAL (RANDOM FILL) WITHIN NON-STRUCTURAL FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY PERCENT (90%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-157 (MODIFIED PROCTOR METHOD).

11. THE SUB GRADE FOR PROPOSED STREET AND PAVEMENT AREAS SHALL BE PROOF-ROLLED BY THE CONTRACTOR AND ANY UNSTABLE AREAS ENCOUNTERED SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE SOILS ENGINEER.

12. SOIL BORING REPORTS, IF AVAILABLE, ARE SOLELY FOR THE INFORMATION AND GUIDANCE OF THE CONTRACTORS. THE OWNER AND ENGINEER MAKE NO REPRESENTATION OR WARRANTY REGARDING THE INFORMATION CONTAINED IN THE BORING LOGS. THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATIONS AND SHALL PLAN HIS WORK ACCORDINGLY. ARRANGEMENTS TO ENTER THE PROPERTY DURING THE BIDDING PHASE MAY BE MADE UPON REQUEST OF THE OWNER. THERE WILL BE NO ADDITIONAL PAYMENT FOR EXPENSES INCURRED BY THE CONTRACTOR RESULTING FROM ADVERSE SOIL OR GROUND WATER CONDITIONS.

13. IT SHALL BE THE RESPONSIBILITY OF THE EXCAVATION CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

PAVING & WALKS

1. WORK UNDER THIS SECTION SHALL INCLUDE FINAL SUBGRADE SHAPING AND PREPARATION: FORMING, JOINTING, PLACEMENT OF ROADWAY AND PAVEMENT BASE COURSE MATERIALS AND SUBSEQUENT BINDER AND/OR SURFACE COURSES; PLACEMENT, FINISHING AND CURING OF CONCRETE; FINAL CLEAN-UP; AND ALL RELATED WORK.

2. ALL PAVING AND SIDEWALK WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS (I.D.O.T.) AND PER LOCAL REGULATIONS.

3. SUBGRADE FOR PROPOSED PAVEMENT SHALL BE FINISHED BY THE EXCAVATION CONTRACTOR TO WITHIN 0.1 FOOT, PLUS OR MINUS, OF THE PLAN ELEVATION. THE PAVING CONTRACTOR SHALL SATISFY HIMSELF THAT THE SUBGRADE HAS BEEN PROPERLY PREPARED AND THAT THE FINISH TOP SUBGRADE ELEVATION HAS BEEN GRADED WITHIN TOLERANCES ALLOWED IN THESE SPECIFICATIONS. UNLESS THE PAVING CONTRACTOR ADVISES THE OWNER AND ENGINEER IN WRITING PRIOR TO FINE GRADING FOR BASE COURSE CONSTRUCTION, IT IS UNDERSTOOD THAT HE HAS APPROVED AND ACCEPTS THE RESPONSIBILITY FOR THE SUBGRADE. PRIOR TO PLACEMENT OF PAVEMENT BASE MATERIALS, THE PAVING CONTRACTOR SHALL FINE GRADE THE SUBGRADE SO AS TO INSURE THE PROPER THICKNESS OF PAVEMENT COURSES. NO CLAIMS FOR EXCESS BASE MATERIALS DUE TO IMPROPER SUBGRADE PREPARATION WILL BE HONORED.

4. THE PROPOSED PAVEMENT SHALL CONSIST OF THE SUB-BASE COURSE, BITUMINOUS AGGREGATE BASE COURSE, BITUMINOUS BINDER COURSE. AND BITUMINOUS SURFACE COURSE, OF THE THICKNESS AND MATERIALS AS SPECIFIED ON THE CONSTRUCTION PLANS. PRIME COAT SHALL BE APPLIED TO THE SUB-BASE COURSE AT A RATE OF 0.5 GALLONS PER SQUARE YARD. UNLESS SHOWN AS A BID ITEM, PRIME COAT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "I.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," CURRENT EDITION.

5. AFTER THE INSTALLATION OF THE BASE COURSE, ALL TRAFFIC SHALL BE KEPT OFF THE BASE UNTIL THE BINDER COURSE IS LAID. AFTER INSTALLATION OF THE BINDER COURSE AND UPON INSPECTION AND APPROVAL BY GOVERNING AUTHORITY, THE PAVEMENT SHALL BE CLEANED, PRIMED AND THE SURFACE COURSE LAID. ALL DAMAGED AREAS IN THE BINDER, BASE OR CURB AND GUTTER SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER PRIOR TO LAYING THE SURFACE COURSE. THE PAVING CONTRACTOR SHALL PROVIDE WHATEVER EQUIPMENT AND MANPOWER IS NECESSARY, INCLUDING THE USE OF POWER BROOMS TO PREPARE THE PAVEMENT FOR APPLICATION OF THE SURFACE COURSE. EQUIPMENT AND MANPOWER TO CLEAN PAVEMENT SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT. PRIME COAT ON THE BINDER COARSE SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT AND SHALL BE APPLIED TO THE BINDER AT A RATE OF 0.5 GALLONS PER SQUARE YARD.

6. CURING AND PROTECTION OF ALL EXPOSED CONCRETE SURFACES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

7. SIDEWALKS SHALL BE OF THE THICKNESS AND DIMENSIONS AS SHOWN IN THE CONSTRUCTION PLANS. ALL SIDEWALK CONCRETE SHALL DEVELOP A MINIMUM OF 3,500-PSI COMPRESSIVE STRENGTH AT 28 DAYS. CONTRACTION JOINTS SHALL BE SET AT 5' CENTERS, AND 3/4" PRE-MOLDED FIBER EXPANSION JOINTS SET AT 50' CENTERS AND WHERE THE SIDEWALK MEETS THE CURB, A BUILDING, OR ANOTHER SIDEWALK, OR AT THE END OF EACH POUR. ALL SIDEWALKS CONSTRUCTED OVER UTILITY TRENCHES SHALL BE REINFORCED WITH THREE NO. 5 REINFORCING BARS (10' MINIMUM LENGTH). ALL SIDEWALKS CROSSING DRIVEWAYS SHALL BE A MINIMUM OF 6" THICK AND REINFORCED WITH 6X6 #6 WELDED WIRE MESH. ALL SIDEWALKS SHALL BE BROOM FINISHED. IF A MANHOLE FRAME FALLS WITHIN THE LIMITS OF A SIDEWALK, A BOX-OUT SECTION SHALL BE PLACED AROUND THE MANHOLE FRAME WITH A 3/4" EXPANSION JOINT.

8. BACKFILLING ALONG PAVEMENT SHALL BE THE RESPONSIBILITY OF THE EARTHWORK CONTRACTOR.

9. IT SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIAL AND DEBRIS, WHICH RESULTS FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

10. TESTING OF THE SUB-BASE, BASE COURSE, BINDER COURSE, SURFACE COURSE AND CONCRETE WORK SHALL BE REQUIRED IN ACCORDANCE WITH THE "I.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" CURRENT EDITION, AND IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS OF THE GOVERNING MUNICIPALITY. A QUALIFIED TESTING FIRM SHALL BE EMPLOYED BY THE OWNER TO PERFORM THE REQUIRED TESTS.

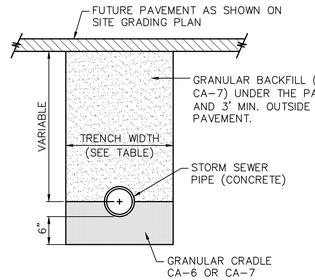
11. PAINTED PAVEMENT MARKINGS AND SYMBOLS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 1095 OF IDOT STANDARD SPECIFICATIONS, OR THE TYPE AND COLOR AS NOTED ON THE CONSTRUCTION PLANS.

12. PAINTED PAVEMENT MARKINGS AND SYMBOLS SHALL BE INSTALLED ONLY WHEN THE AMBIENT AIR TEMPERATURE IS 40 DEGREES FAHRENHEIT AND THE FORECAST CALL FOR RISING TEMPERATURES.

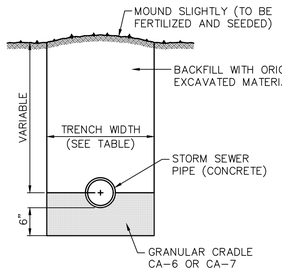
13. ALL EXISTING CURB AND PAVEMENT SHALL BE PROTECT DURING CONSTRUCTION. ANY DAMAGE TO THE CURB OR PAVEMENT WILL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

14. ANY SIDEWALK THAT IS DAMAGED OR NOT ADA COMPLIANT, INCLUDING SIDEWALK RAMPS, MUST BE REPLACED PRIOR TO FINAL INSPECTION APPROVAL.

INSIDE DIAMETER OF STORM SEWER (INCHES)	MAXIMUM TRENCH WIDTH
6	3'-2"
8	3'-2"
12	3'-4"
15	3'-6"
18	3'-10"
21	4'-4"
24	4'-8"
27	4'-11"
30	5'-3"
36	6'-4"
42	6'-11"
48	7'-6"
54	8'-7"
60	9'-2"
66	9'-9"
72	10'-4"
78	10'-11"
84	11'-6"
90	12'-1"
96	12'-8"
102	13'-3"
108	13'-10"



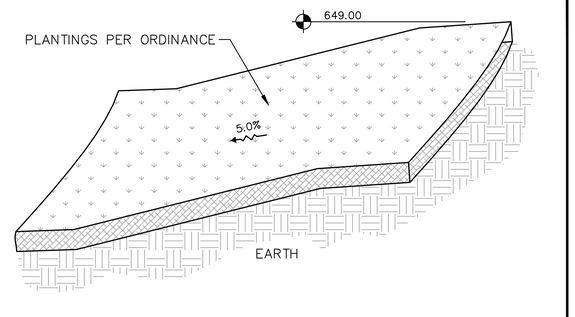
ALL PAVED AREAS

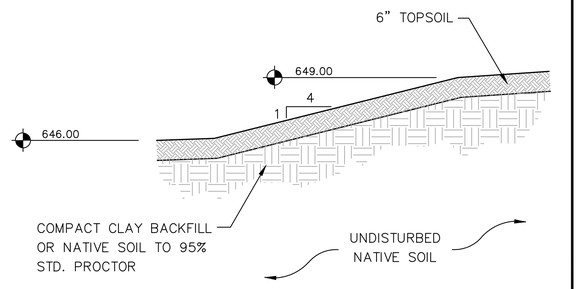


NON-PAVED AREAS

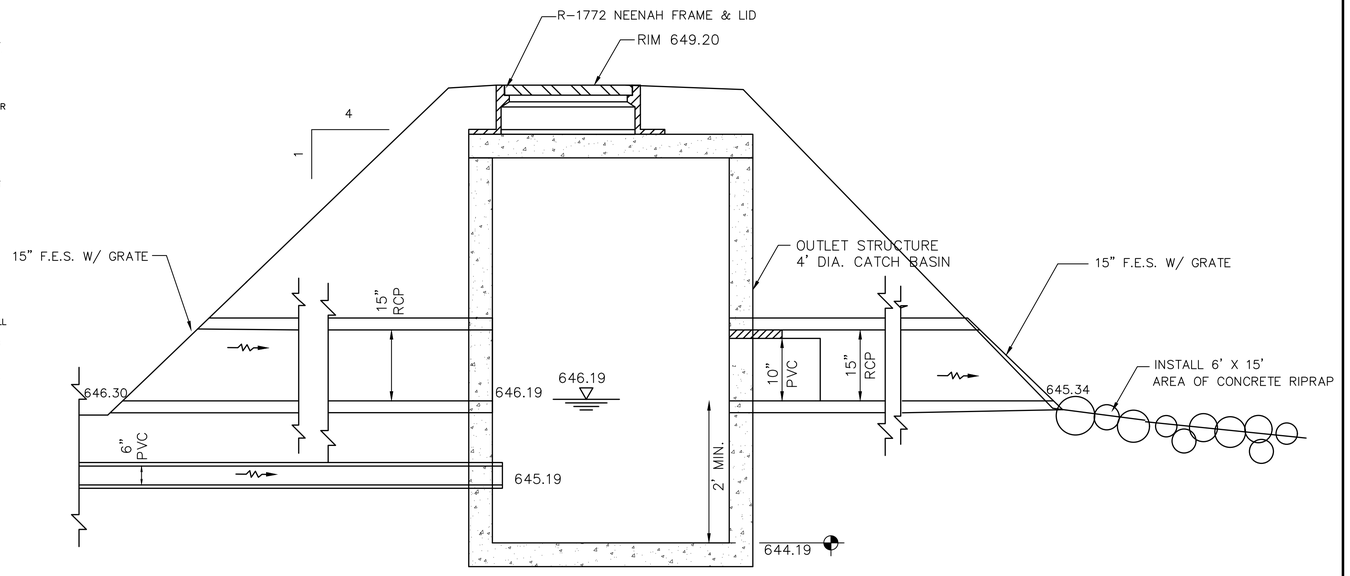
TRENCH DETAILS - STORM SEWER

N.T.S.





ALL DISTURBED AREAS SHALL BE SEEDED WITH IDOT CLASS 1A SEEDMIX



OUTFALL STRUCTURE WITH PVC RESTRICTOR

N.T.S.

TEBRUGGE ENGINEERING	TITLE: DETENTION POND CROSS SECTION	DATE:	
		DATE:	
		DATE:	
		DATE:	

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

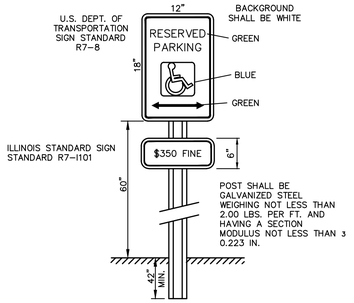
PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

GENERAL NOTES & DETAILS

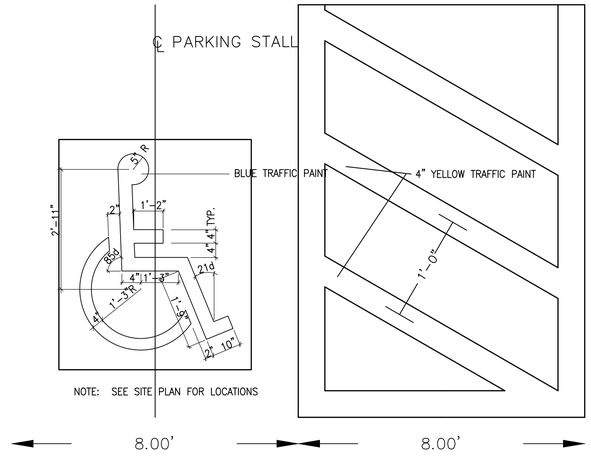
PROJECT NO.	23 555 01
SCALE:	NTS
DATE:	JAN 22, 2024

SHEET NO. 11 OF 12 SHEETS



LOCATE SIGN AT EACH END OF HANDICAP PARKING AREA, 2 FT. FROM EDGE OF PAVEMENT

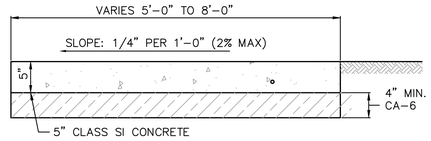
HANDICAP PARKING SIGN



NOTE: SEE SITE PLAN FOR LOCATIONS

HANDICAPPED PARKING DETAIL

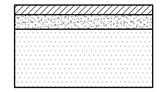
N.T.S.



NOTES:
1. INSTALL TOOL JOINTS EVERY 5' CONCRETE TO BE 6" THICK AT DRIVEWAYS.
2. ANY SIDEWALK THAT IS DAMAGED OR NOT ADA COMPLIANT, INCLUDING SIDEWALK RAMPS, MUST BE REPLACED PRIOR TO FINAL INSPECTION APPROVAL.

SIDEWALK

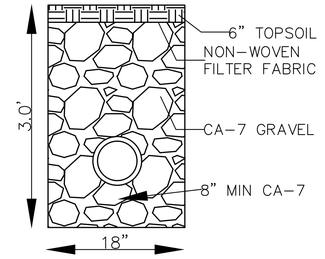
N.T.S.



1 1/2" HMA IL-9.5, N-50 SURFACE COURSE
2 1/2" HMA IL-19, N-50 BINDER COURSE

10" AGGREGATE COURSE, TYPE A, CA-6

TYPICAL PAVEMENT DETAIL

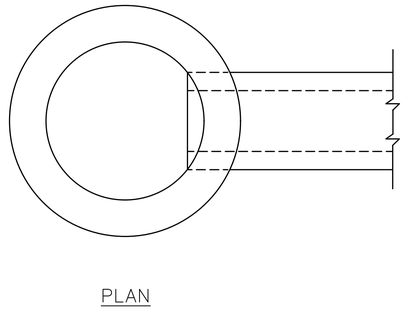


POND DRAINTILE DETAIL
NTS

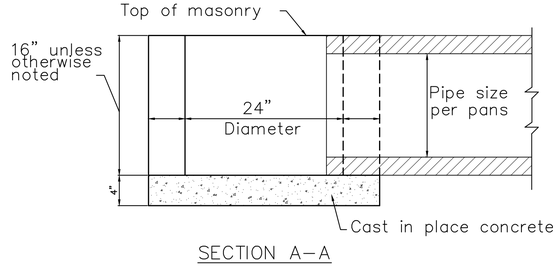
PRECAST REINFORCED CONCRETE FLARED END SECTION

PIPE DIA.	APPROX. QTY. LBS.	WALL	A	B	C	D	E	G	R	APPROX. SLOPE
12	530	2	4	24	4'-0 7/8"	6'-0 7/8"	24	2	9	1:2.4
15	740	2 1/4	6	27	3'-10"	6'-1"	30	2 1/4	11	1:2.4
18	990	2 1/2	9	27	3'-10"	6'-1"	36	2 1/2	12	1:2.4
21	1280	2 3/4	9	35	38	6'-1"	3'-6"	2 3/4	13	1:2.4
24	1520	3	9 1/2	3'-7 1/2"	30	6'-1 1/2"	4'-0"	3	14	1:2.5
27	1930	3 1/4	10 1/2	4'-0"	25 1/2	6'-1 1/2"	4'-6"	3 1/4	14 1/2	1:2.4
30	2190	3 1/2	12	4'-6"	19 3/4	6'-1 3/4"	5'-0"	3 1/2	15	1:2.5
33	3200	3 3/4	13 1/2	4'-10 1/2"	39 1/4	8'-1 3/4"	5'-6"	3 3/4	17 1/2	1:2.5
36	4100	4	15	5'-3'	34 3/4	8'-1 3/4"	6'-0"	4	20	1:2.5
42	5380	4 1/2	21	5'-3"	35	8'-2"	6'-6"	4 1/2	22	1:2.5
48	6550	5	24	6'-0"	26	8'-2"	7'-0"	5	22	1:2.5
54	8240	5 1/2	27	5'-5'	35	8'-4"	7'-6"	5 1/2	24	1:2.0
60	8730	6	35	5'-0"	39	8'-3"	8'-0"	5	*	1:1.9
66	10710	6 1/2	30	6'-0"	27	8'-3"	8'-6"	5 1/2	*	1:1.7
72	12520	7	36	6'-6"	21	8'-3"	9'-0"	6	*	1:1.8
78	14770	7 1/2	36	7'-6"	21	9'-3"	9'-6'	6 1/2	*	1:1.8
84	18160	8	36	7'-6 1/2"	21	9'-3 1/2"	10'-0"	6 1/2	*	1:1.6

* RADIUS AS FURNISHED BY MANUFACTURER



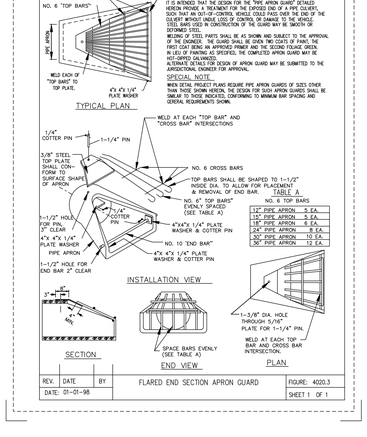
PLAN

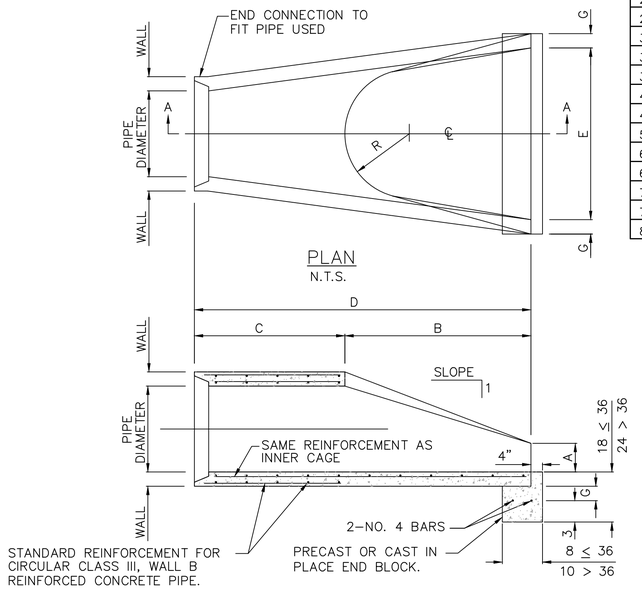


SECTION A-A

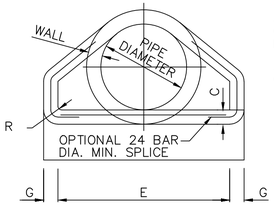
TYPE A INLET

N.T.S.





SECTION A-A
N.T.S.



END VIEW
N.T.S.

GENERAL NOTES

ALL SLOPE RATIOS ARE EXPRESSED AS UNITS OF VERTICAL DISPLACEMENT TO UNITS OF HORIZONTAL DISPLACEMENT (V:H).

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SHOWN.

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

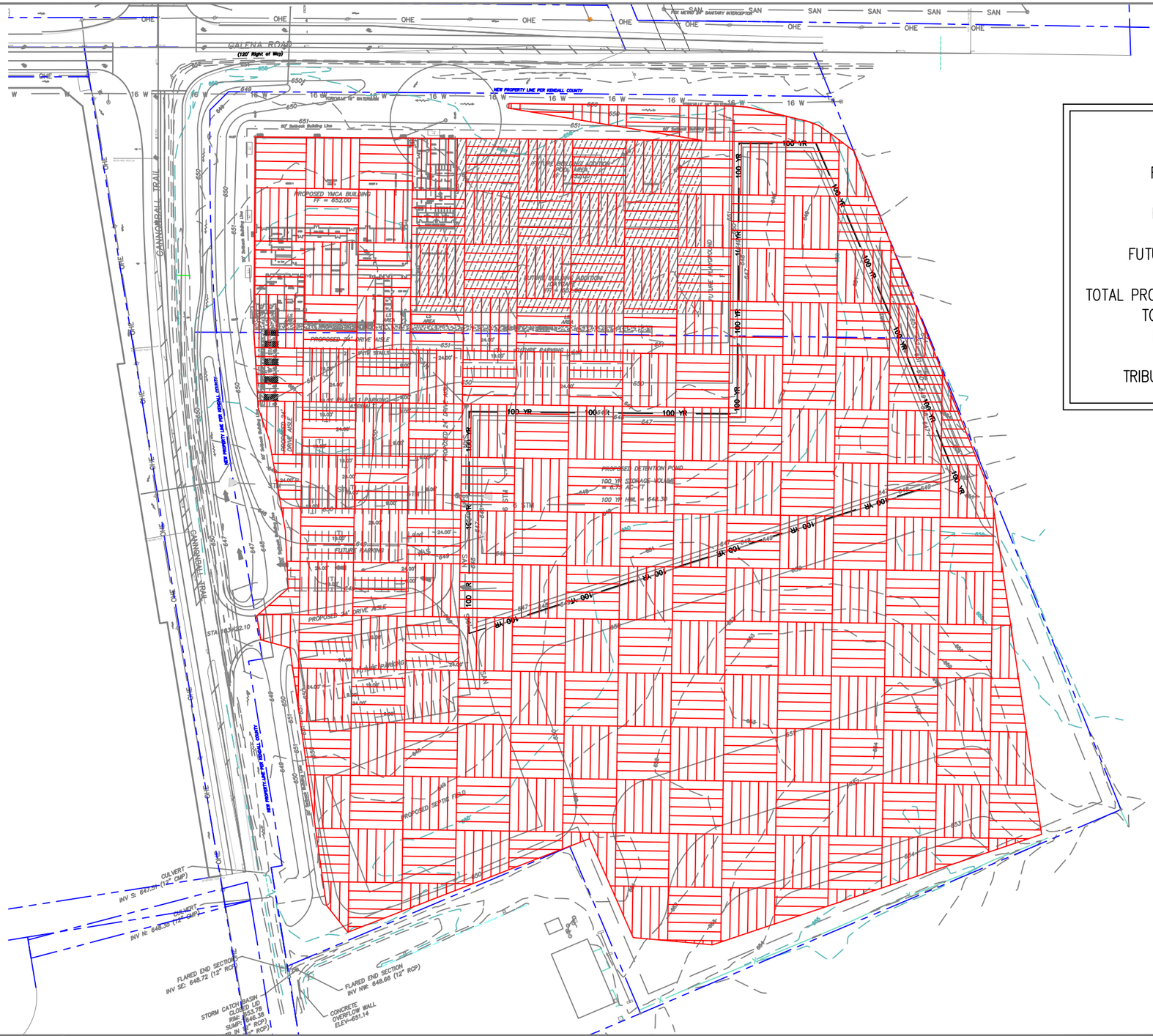
PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

GENERAL NOTES & DETAILS II

PROJECT NO. 23 555 01
SCALE: NTS
DATE: JAN 22, 2024

SHEET NO. 12 OF 12 SHEETS



SITE CALCULATIONS

BUILDING AREA = 59.223 SF
FUTURE BUILDING = 89,936 SF
PARKING AREA = 64,987 SF
FUTURE PARKING = 73,819 SF
SIDEWALK AREA = 3,255 SF
FUTURE SIDEWALK AREA = 2,328 S.F.

TOTAL PROPOSED IMPERVIOUS AREA = 293,548 SF
TOTAL SITE AREA = 1,127,394 SF
PROPOSED: 26.0% IMPERVIOUS

TRIBUTARY AREA HATCHED = 22.0 AC

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
FOX VALLEY FAMILY YMCA
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
TRIBUTARY EXHIBIT

PROJECT NO.	23 555 01
SCALE:	1" = 150'
DATE:	OCT 20, 2023

SHEET NO. 1 OF 1 SHEETS

Attachment 3



WBK ENGINEERING

February 22, 2024

Mr. Matt Asselmeier
Kendall County Planning, Building, & Zoning
111 West Fox Street
Yorkville, IL 60560-1498

Subject: Fox Valley Family YMCA (Cannonball and Galena))- WBK Project 19-102.BV

Dear Mr. Asselmeier:
We have received and reviewed the following information for the subject project:

- Stormwater Management Detention Design Computations prepared by Tebrugge Engineering dated December 11, 2023 and received February 5, 2024.
- Engineering Plans for YMCA East Site Plan prepared by Tebrugge Engineering dated January 24, 2024 and received February 5, 2024.
- Tributary Exhibit prepared by Tebrugge Engineering dated October 20, 2023 and received February 5, 2024.

The following comments require resolution prior to plan approval and our recommendation for issuance of a stormwater permit.

Stormwater Report

1. Provide documentation on floodplain and wetlands.
2. Provide an evaluation of existing conditions.
    a. Identify all existing site outfalls.
    b. Identify off-site areas draining on to the site.
    c. Provide a field tile survey.
    d. Document existing depressional storage on the site.
    e. Determine 2 year and 100 year event flows at all existing outfalls utilizing Hydraflow.
3. Provide a stormwater management report including a Comparison of 2 year and 100 year event flows at all existing outfalls for existing and proposed conditions.
4. Provide storm sewer and inlet capacity calculations.
5. The Curve number for impervious areas shall be 98. Verify the Curve number for pervious areas considering hydrologic soil groups.

Engineering Plans

1. Reference is made or improvements and plans by Kendall County. Please provide the basis for the information depicted. For example, if you received hard copies please scan

and append as reference materials. If you received CAD or digital files please submit those as well.

2. Number all utility structures and end sections.
3. Sheet 3 – Grade changes are proposed over an existing 16" water main. Verify with the utility owner these changes are acceptable. We take no exception however, request owner verification.
4. Sheet 3 – Provide a temporary perforated riser on the stormwater basin outfall.
5. Sheet 5 – Full build out of the site appears to warrant consideration of a second access point. This is only a recommendation and we defer to the emergency response agencies for review and comment.
6. Sheet 6 & 7 – Provide information on the sanitary sewer pump station and leach field. Although this will be reviewed and approved by the health department, we are seeking verification of locations and sizes.
7. Sheet 10 – Revise grading so the emergency overflow from the single inlet in the parking lot will be routed to the detention basin and not west away from the detention basin.
8. Sheet 11 – Verify all areas to be seeded with IDOT Class 1A seed including the stormwater basin. If low maintenance seed mixes are proposed for the stormwater basin please identify those mixes.

The applicant's design professionals are responsible for performing and checking all design computations, dimensions, details, and specifications in accordance with all applicable codes and regulations, and obtaining all permits necessary to complete this work. In no way does this review relieve applicant's design professionals of their duties to comply with the law and any applicable codes and regulations, nor does it relieve the Contractors in any way from their sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications. If you have any questions or comments, please contact us at (630) 443-7755.

Sincerely,

[redacted]

WBK Engineering, LLC

ENGINEERING PLANS
FOR
YMCA EAST SITE PLAN

SECTION 10, TOWNSHIP 37 NORTH , RANGE 7 EAST
1520 N CANNONBALL TRAIL
BRISTOL, IL 60512
KENDALL COUNTY
P.I.N. 02-10-300-019 & 02-10-300-020
MARCH, 2024

LEGEND

	PROPERTY BOUNDARY
600	EXISTING CONTOUR LINE
STM	EXISTING STORM SEWER
SAN	EXISTING SANITARY SEWER LINE
W	EXISTING WATERMAIN
UE	EXISTING UNDERGROUND ELECTRIC
OHE	EXISTING OVERHEAD ELECTRIC
GAS	EXISTING GAS SERVICE
T	EXISTING TELEPHONE
673	PROPOSED CONTOUR LINE
W	PROPOSED WATERMAIN
STM	PROPOSED STORM SEWER
SAN	PROPOSED SANITARY SEWER LINE
GREASE	PROPOSED GREASE SERVICE LINE
VENT	PROPOSED VENT LINE
F	EXISTING FENCELINE
SF	PROPOSED SILT FENCE
x 686.00	EXISTING SPOT SHOT
x 686.00	PROPOSED SPOT GRADE

	EXIST	PROP	
WATER:			B–BOX
			HYDRANT
			VALVE
			VALVE VAULT
STORM:			INLET–CURB
			INLET OR MANHOLE
			FLARED END SECTION
SANITARY:			CLEANOUT
			MANHOLE
PAVEMENT:			GRAVEL
			ASPHALT
X			CONCRETE

R.O.W. MONUMENT	UTILITY POLE
PROPERTY PIN	GUY WIRE LOC.
P.K. NAIL	UTIL CABINET
CHISELED MARK	UTIL PEDESTAL
BENCHMARK	LIGHT POLE
HUB & TACK	TRAFFIC SIGNAL
SOIL BORING	ELECTRIC VAULT
OVERLAND RELIEF	GAS VALVE
FLOW DIRECTION	

811 Know what's **below.** **Call** before you dig.

Contractor and or sub-contractors shall verify locations of all underground utilities prior to digging. Contact J.U.L.I.E. (Joint Utility Locating for Excavators) at 1-800-892-0123 or dial 811.

UTILITY STATEMENT

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM VISIBLE FIELD EVIDENCE AND EXISTING DRAWINGS, MAPS AND RECORDS SUPPLIED TO SURVEYOR. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM AVAILABLE INFORMATION. THE SURVEYOR HAS PHYSICALLY LOCATED VISIBLE STRUCTURES; HOWEVER, HE HAS NOT PHYSICALLY LOCATED THE UNDERGROUND LINES.

TOPOGRAPHY STATEMENT

EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS AS PREPARED BY TEBRUGGE ENGINEERING.
CONTRACTOR SHALL FIELD CHECK EXISTING HORIZONTAL AND VERTICAL SITE FEATURES AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.

TOPOGRAPHY SURVEY COMPLETED BY:

HRGREEN, INC.

2363 SEQUOIA DRIVE - SUITE 101; AURORA, IL 60506PHONE: 630-553-7560 EMAIL: DSCHULTZ@HRGREEN.COM

INDEX TO SHEETS

1. COVER SHEET
2. EXISTING CONDITIONS & DEMOLITION PLAN
3. STORMWATER POLLUTION & PREVENTION PLAN 1
4. STORMWATER POLLUTION & PREVENTION PLAN 2
5. CIVIL SITE PLAN - OVERALL
6. CIVIL SITE PLAN - NORTH
7. CIVIL SITE PLAN - SOUTH
8. GRADING PLAN - OVERALL
9. GRADING PLAN - NORTH
10. GRADING PLAN - SOUTH
11. GENERAL NOTES & DETAILS
12. GENERAL NOTES & DETAILS II

PROFESSIONAL ENGINEER'S CERTIFICATION
STATE OF ILLINOIS, COUNTY OF KENDALL

I JOHN J. TEBRUGGE, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY PERSONAL DIRECTION BASED ON AVAILABLE DOCUMENTS AND FIELD MEASUREMENTS FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.

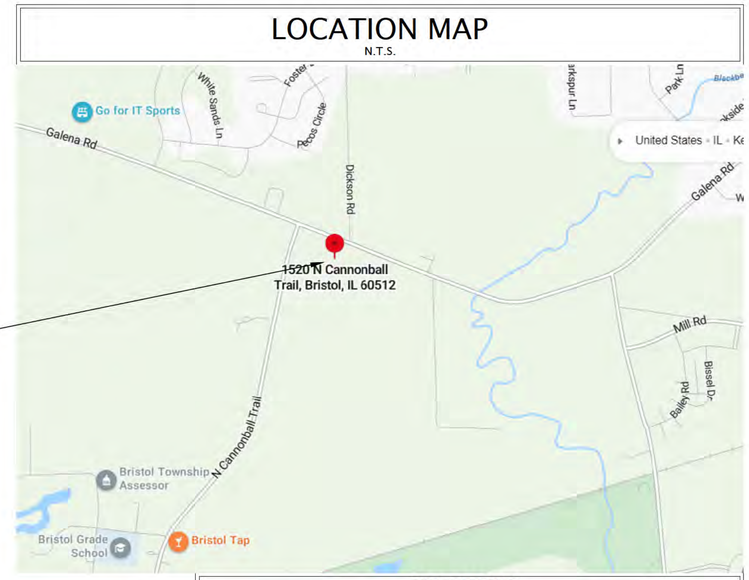
GIVEN UNDER MY HAND & SEAL THIS 22ND DAY OF MARCH, 2024.

JOHN J. TEBRUGGE — REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

[redacted]
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
NO. [redacted] EXPIRES NOV. 30, 2025

COPYRIGHT © 2024 BY TEBRUGGE ENGINEERING
ALL RIGHTS RESERVED. NO PART OF THESE CIVIL ENGINEERING PLANS MAY BE REPRODUCED, DISTRIBUTED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, INCLUDING PHOTOCOPYING, RECORDING, OR OTHER ELECTRONIC OR MECHANICAL METHODS, WITHOUT THE PRIOR WRITTEN PERMISSION OF TEBRUGGE ENGINEERING.

LOCATION MAP
N.T.S.



BENCHMARKS:

SOURCE BENCHMARK:
UNITED CITY OF YORKVILLE SURVEY CONTROL MONUMENT 1 - BERNTSEN MONUMENT CONSISTING OF A 3/4" DIAMETER ALUMINUM ROD WITH A 2-1/2" DOMED ALUMINUM CAP STAMPED "UNITED CITY OF YORKVILLE" AND ENCASED IN A PVC PIPE WITH AN ACCESS COVER STAMPED "UNITED CITY OF YORKVILLE", LOCATED NEAR THE FIRE STATION IN THE NORTHEAST CORNER OF THE INTERSECTION OF GALENA ROAD AND ROSENWINKEL STREET, 21.7 FT EAST OF A CORNER OF A CURB, 16.0 FT EAST OF A LIGHT POLE, AND 72.0 FT SOUTHWEST OF A CORNER OF A CURB.
ELEVATION: 661.32 (NAVD 88)

SITE BENCHMARK 1:
NORTHWESTERLY ARROW TOP FLANGE BOLT ON FIRE HYDRANT NEAR THE NORTHEASTERLY CORNER OF THE SUBJECT SITE, APPROXIMATELY 900 FT EAST OF THE INTERSECTION OF GALENA ROAD AND CANNONBALL TRAIL, 49.0 FT SOUTH OF THE EDGE OF PAVEMENT OF GALENA ROAD, AND 11 FT NORTHWEST OF A WATER VALVE VAULT.
ELEVATION: 652.38 (NAVD 88)

SITE BENCHMARK 2:
NORTHEASTERLY ARROW TOP FLANGE BOLT ON FIRE HYDRANT IN THE SOUTHWESTERLY CORNER OF THE INTERSECTION OF GALENA ROAD AND CANNONBALL TRAIL. NEAR THE NORTHWESTERLY CORNER OF THE SUBJECT SITE, APPROXIMATELY 60.0 FT WEST OF THE EDGE OF PAVEMENT OF CANNONBALL TRAIL AND 17.5 FT NORTHWEST OF A WATER VALVE VAULT.
ELEVATION: 655.32 (NAVD 88)

PLANS PREPARED FOR:

FOX VALLEY FAMILY YMCA, INC.
3875 ELDAMAIN RD
PLANO, IL 60545
PHONE: (630) 552-4100
EMAIL: SWAYNE@FOXVALLEYYMCA.ORG

CIVIL ENGINEER:

TEBRUGGE ENGINEERING
410 E CHURCH ST - SUITE A
SANDWICH, ILLINOIS 60548
(815) 786-0195

INFO@TEBRUGGEENGINEERING.COM
WWW.TEBRUGGEENGINEERING.COM

REVISIONS

NO.	DATE	NOTES
1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24



NOTES:
1. ALL WORK ON CANNONBALL TRAIL & GALENA ROAD TO BE COMPLETED BY KENDALL COUNTY HIGHWAY DEPARTMENT IN THE SPRING OF 2024.

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES
	1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
	2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

EXISTING CONDITIONS & DEMOLITION PLAN

PROJECT NO.	23 555 01
SCALE:	1" = 60'
DATE:	JAN 22, 2024

SHEET NO. 2 OF 12 SHEETS



STORMWATER OUTFLOW CONTRIBUTING/RECEIVING WATERS

FROM SITE – DETENTION POND

TO RECEIVING WATERS – BLACKBERRY CREEK

PROPOSED GRADE INFORMATION THAT IS PROVIDED ON THE SWPPP SITE MAP IS FOR THE PURPOSE OF INDICATING FINAL DRAINAGE PATTERNS ONLY. SEE GRADING PLAN FOR FINAL GRADING DETAILS.

THE CONTRACTOR SHALL MAINTAIN ALL EXISTING ROADWAYS, SIDEWALKS, DRIVES, ETC., TO BE FREE AND CLEAR OF ANY CONSTRUCTION DEBRIS AND/OR EXCAVATED AND HAULED MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM ADJACENT SITES.

ILLINOIS URBAN MANUAL PROTECTIONS:

IP–1. BLOCK AND ROCK SOCK INLET PROTECTION FOR SUMP OR ON–GRADE INLETS
IP–2. CURB (ROCK) SOCKS UPSTREAM OF INLET PROTECTION, ON–GRADE INLETS
IP–3. ROCK SOCK INLET PROTECTION FOR SUMP/AREA INLET
IP–4. SILT FENCE INLET PROTECTION FOR SUMP/AREA INLET
IP–5. OVER–EXCAVATION INLET PROTECTION
IP–6. STRAW BALE INLET PROTECTION FOR SUMP/AREA INLET
CIP–1. CULVERT INLET PROTECTION

TYPICAL SOIL PROTECTION CHART

Stabalization Type	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Permanent Seeding			A	A	A	A*	A*	A	A			
Dormant Seeding	B	B	B								B	B
Temporary Seeding			C	C	C	C*	D*	D	D			
Sodding			E**	E**	E**	E**	E**	E**	E**			
Mulching	F	F	F	F	F	F	F	F	F	F	F	F

A – Kentucky Bluegrass – 90 lbs/acre mixed with perennial ryegrass – 30 lbs/acre

B – Kentucky Bluegrass – 135 lbs/acre mixed with perennial ryegrass – 45 lbs/acre

C – Spring Oats – 100 lbs/acre

D – Wheat or Cereal Rye – 150 lbs/acre

E – Sod

F – Straw Mulch – 2 tons/acre

* Watering needed in June and July

** Water for 2–3 weeks after sodding

SOIL EROSION / SEDIMENT CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
TEMPORARY CONSTRUCTION EXITS																			
TEMPORARY CONTROL MEASURES																			
SEDIMENT CONTROL BASINS																			
STRIP & STOCKPILE TOPSOIL																			
ROUGH GRADE																			
STORM FACILITIES																			
SITE CONSTRUCTION																			
PERMANENT CONTROL STRUCTURES																			
FOUNDATION / BUILDING CONSTRUCTION																			
FINISH GRADING																			
LANDSCAPING / SEED / FINAL STABILIZATION																			

1) CONTRACTOR SHALL UPDATE THE TABLE BY SHADING OR DATING THE APPLICABLE ACTIVITIES AS PROJECT PROGRESSES.

2) TIME SCHEDULE MUST COINCIDE WITH SEQUENCE OF CONSTRUCTION.

BEST MANAGEMENT PRACTICE NOTES

1. SEE STABILIZED CONSTRUCTION ENTRANCE DETAIL. THE CONSTRUCTION EXIT SHALL BE A MINIMUM OF 14' IN WIDTH AND 50' IN LENGTH FROM EXISTING PAVED SURFACE. ALL CONSTRUCTION TRAFFIC MUST UTILIZE CONSTRUCTION EXIT PER DETAIL TO ACCESS THE PUBLIC ROAD. DURING CONSTRUCTION, THE CONSTRUCTION EXITS MAY BE SHIFTED AT THE CONTRACTOR'S DISCRETION TO FACILITATE GRADING OPERATION. EXIT MUST TERMINATE AT EXISTING PAVED SURFACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE RUNOFF FROM THE CONSTRUCTION EXIT IS DIRECTED BACK TOWARD THE SITE OR THAT THE RUNOFF IS CLEAR OF SEDIMENT.

2. THE CONTRACTOR MAY PERMANENTLY REMOVE ANY PORTION OF THE PERIMETER SILT FENCE AFTER ESTABLISHMENT OF FINAL GRADE AND/OR FINAL STABILIZATION RENDERS THE RESPECTIVE PORTION OF THE PERIMETER SILT FENCE UP STREAM OF A DISTURBANCE AND/OR INEFFECTIVE AS A BEST MANAGEMENT PRACTICE. ANY SUCH REMOVAL SHALL BE NOTED ON THE SWPPP SITE MAPS ALONG WITH UPSTREAM STABILIZATION AND GRADING CONDITIONS.

3. NO STRUCTURE SHALL BE ALLOWED TO BE PROTECTED WITH ANY MEASURE OTHER THAN THOSE DETAILED IN THIS SWPPP SITE MAP FOR MORE THAN 48 HOURS OR IF RAIN IS IMMINENT. STRUCTURES THAT WILL NOT RECEIVE A CASTING WITHIN 48 HOURS OF INSTALLATION SHALL RECEIVE IP6 PROTECTION. UPON INSTALLATION OF THE GRATE, IP3 OR IP5 PROTECTION SHALL BE INSTALLED RESPECTIVE TO THE TYPE OF GRATE. STRUCTURES WITH CLOSED LIDS WILL NOT REQUIRE PROTECTION FOLLOWING INSTALLATION OF THE LID. THE CONTRACTOR SHALL NOTE THE TIME STRUCTURE INSTALLATION (AND PROTECTION INSTALLATION, INCLUDING TYPES OF PROTECTION) ARE EMPLOYED. WHENEVER PIPE INSTALLATION IS HALTED FOR MORE THAN 24 HOURS OR WHEN RAIN IS IMMINENT, THE OPEN END SHALL BE PROTECTED WITH A TEMPORARY BULK HEAD. A ¾" SHEET OF PLYWOOD THAT EXTENDS 6" BEYOND THE OUTSIDE DIAMETER OF THE PIPE SHALL BE PLACED AGAINST THE EXPOSED PIPE END. GRAVEL SHALL BE PLACED AGAINST THE PLYWOOD IN SUFFICIENT QUANTITY SO AS TO ENSURE THE TIGHTEST POSSIBLE SEAL. THE TRENCH SHALL BE DE–WATERED PRIOR TO REMOVING THE BULKHEAD.

4. PERMANENT EROSION CONTROL FABRIC SHALL BE APPLIED TO ALL SLOPES 4:1 OR GREATER. FOLLOW MANUFACTURER SPECIFICATIONS FOR INSTALLATION. THE CONTRACTOR SHALL NOTE ALL AREAS WHERE FABRIC HAS BEEN INSTALLED RELATIVE TO AS–BUILT GRADES AND FURNISH THESE BOUNDARIES TO THE CIVIL ENGINEER UPON REQUEST.

5. PERMANENT SEEDING SHOULD BE PLANTED AS SOON AS IT IS PRACTICAL TO ENSURE PROPER GERMINATION PRIOR TO TERMINATION OF PERMIT COVERAGE. THE CONTRACTOR SHALL PLANT PERMANENT SEEDING AS SPECIFIED ON THE LANDSCAPING PLAN AS SOON AS FINAL GRADES ARE ESTABLISHED AS SPECIFIED ON THE GRADING PLAN. SEE SITE LANDSCAPING PLAN FOR EXACT GROUND COVER TYPE AND LOCATION.

6. STOCKPILE SHOULD BE LOCATED IN AREAS THAT DO NOT HAVE HIGH POTENTIAL FOR CONTRIBUTING SEDIMENTS TO STORMWATER FACILITIES.

7. STOCKPILES OF SOIL AND OTHER BUILDING MATERIALS TO REMAIN IN PLACE MORE THAN THREE (3) DAYS SHALL BE FURNISHED WITH EROSION AND SEDIMENT CONTROL MEASURES. STOCK PILES NOT ACTIVELY WORKED AND TO REMAIN IN PLACE FOR 14 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.

8. THE CONDITION OF THE CONSTRUCTION SITE FOR WINTER SHUTDOWN SHALL BE ADDRESSED EARLY IN THE FALL GROWING SEASON SO THAT SLOPES AND OTHER BARE EARTH AREAS MAY BE STABILIZED WITH TEMPORARY AND/OR PERMANENT VEGETATIVE COVER FOR PROPER EROSION AND SEDIMENT CONTROL. ALL OPEN AREAS THAT ARE TO REMAIN IDLE THROUGHOUT THE WINTER SHALL RECEIVE TEMPORARY EROSION CONTROL MEASURES INCLUDING TEMPORARY SEEDING, MULCHING AND/OR EROSION CONTROL BLANKET PRIOR TO THE END OF THE FALL GROWING SEASON. THE AREAS TO BE WORKED BEYOND THE END OF THE GROWING SEASON MUST INCORPORATE SOIL STABILIZATION MEASURES THAT DO NOT RELY ON VEGETATIVE COVER SUCH AS EROSION CONTROL BLANKET AND HEAVY MULCHING.

GENERAL CONTRACTOR / OWNER SHALL COORDINATE WHICH CONTRACTORS WILL BE PROVIDING SWPPP SERVICES AND HAVE THEM SIGN THE CONTRACTOR'S CERTIFICATION

ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN A STORM WATER POLLUTION PREVENTION PLAN SHALL SIGN A COPY OF THE FOLLOWING CERTIFICATION STATEMENT BEFORE CONDUCTING ANY PROFESSIONAL SERVICES AT THE SITE IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN

CONTRACTOR'S CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THE CERTIFICATION.

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

CONTRACTOR NAME & TITLE:
ADDRESS:
PHONE #:

SIGNATURE DATE

ACREAGE SUMMARY

NOTICE OF INTENT (NOI)
FOX VALLEY FAMILY YMCA, INC.
3875 ELDAMAIN RD
PLANO, IL 60545

PHONE (630) 552–4100

LANDOWNER: FOX VALLEY FAMILY YMCA, INC.

TOTAL SITE AREA	25.88 AC±
TOTAL DISTURBED AREA	22.00 AC±
PROPOSED IMPERVIOUS AREA	6.70 AC±
LANDSCAPED AREA	19.18 AC±
PROPOSED CN	73

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS

NO.	DATE	NOTES
1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

STORM WATER POLLUTION PREVENTION PLAN

PROJECT NO. 23 555 01
SCALE: 1" = 60'
DATE: JAN 22, 2024

SHEET NO. 3 OF 12 SHEETS

1. GENERAL NOTES & DESCRIPTIONS

The Storm Water Pollution Prevention Plan (SWPPP) includes, but is not limited to the Erosion and Demolition Plan included in the Engineering Plans with the Detail Sheet, the Notice of Intent, Permit Authorization, General Permit, Notice of Termination. All records of inspection and activities which are created during the course of the project, and other documents as may be included by reference to this SWPPP. Changes, modifications, revisions, additions, or deletions shall become part of this SWPPP as they occur.

- All Contractors and sub-contractors that are responsible for implementing and measure of the SWPPP must be identified and must certify this SWPPP by signing the SWPPP certification in accordance with Part VI.G (Signatory Requirements) of the ILR10 Permit.

All signed certifications must be kept with the SWPPP documents and be available for inspection.

The Contractor and all sub-contractors involved with construction activity that disturbs site soil or who implement a pollutant control measure identified in the Storm Water Pollution Prevention Plan must comply with the following requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit, the NPDES Permit No. ILR10 for the State of Illinois and any local governing agency having jurisdiction concerning erosion and sediment control.

A. GENERAL PERMIT INFORMATION
All construction sites that will result in the disturbance of one acre or more must be permitted under the Illinois General NPDES Permit. The Notice of Intent (NOI) has been submitted at the address below. The NOI is for the onsite and offsite improvements . The NPDES Permit will be issued 30 days after the postmark date of the submittal of the NOI and Initial yearly fee.

Permit Information: The Owner has mailed the Owner-signed NOI form and the initial yearly fee of $500 to the address listed below. The Contractor will be responsible for submitting each subsequent $500 yearly fee, if applicable. A copy of the signed NOI form will be supplied to the Contractor.

Unless notified by the Illinois Environmental Protection Agency (EPA) to the contrary, construction activities may begin in accordance with this SWPPP and the ILR10 in 30 days following the post mark date of the NOI.

Transfer Information: If a portion of the property is sold, that new Owner may obtain their own general permit by submitting a separate NOI. The original NOI may then be modified by re-submitting the NOI with update acreage and checking the box "change of information". Also include documentation explaining that a lot has been sold, the acreage difference and the date of sale. There is no fee involved with modifying the NOI.

There are no requirements for a pre-construction meeting from any of the reviewing agencies.

Agency Information:

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, Illinois 62794-9276
Phone: (217) 782-0610

Kendall County
Planning, Building & Zoning
111 West Fox Street
Yorkville, Illinois 60560
Phone: (630) 553-4141

B. PUBLIC POSTING
The following documents will be supplied to the contractor and must be posted on the Entrance Sign in a prominent place for public viewing until termination of permit coverage has been obtained by filing the Notice of Termination (NOT).

1. Notice of Intent signed in accordance with ILR10.
2. Permit Authorization from the Illinois Environmental Agency (IEPA).
3. Construction Site Notice.

The location of the SWPPP must be clearly visible.

C. RETENTION OF RECORDS
A complete copy of the SWPPP, including copies of all inspection reports, plan revisions, etc., must be retained at the project site at all times during the duration of the project (until NOT is filed) and kept in the permanent project records of the Contractor for at least three years following submittal of the Notice of Termination (NOT).

D. CONTRACTOR/SUB-CONTRACTOR LIST
The Contractor must provide names and addresses of all sub-contractors working on this project who will be involved with the major construction activities that disturb site soil. This information must be kept with the SWPPP.

E. CONTRACTOR/SUB-CONTRACTOR CERTIFICATION FORM
The Contractor and all sub-contractors involved with ground disturbing or installation and maintenance of any Best Management Practice (BMP) on site must sign a copy of the Contractor Certification that will be supplied to the Contractor. This information must be kept with the SWPPP.

F. INSPECTIONS
At least once every seven calendar days and with 24 hours of a 0.5 in rainfall event, inspections by documented Contractor Compliance Officer must be made to determine the effectiveness of the SWPPP. Local or State agencies have a required inspection form, the both forms must be completed. The SWPPP, including the best management practices implemented on the jobsite, shall be modified as needed to reduce or prevent pollutants from discharging from the site.

An example BMP Inspection Form will be supplied to the Contractor.

A delegation of authority letter authorizing the Contractor Compliance Officer to sign the inspection forms will also be supplied to the Contractor.

The Inspector must be a person familiar with the site, the nature of major construction activities, and qualified to evaluate both overall system performance and individual component performance. The inspector must either be someone empowered to implement revisions to the SWPPP and the pollutant control devices, if needed, in order to increase effectiveness to an acceptable level, or someone with the authority to cause such things to happen. Additionally, the inspector shall be properly authorized in accordance with the applicable General Permit to conduct the certified site storm water inspections.

See Section VII on this sheet for further reporting requirements.

G. SWPPP UPDATES & AMENDMENTS
This SWPPP must be updated each time there are significant modifications to the pollution prevention system or a change of Contractors working on the project that disturb site soils. The SWPPP must be amended as necessary during the course of construction in order to keep it current with the pollutant control measures utilized on the site. Amending the SWPPP does not mean that it has to be reprinted. It is acceptable to add addenda, sketches, new sections, and/or revised drawings. The site map showing the locations of all storm water controls must be posted on the site and updated to reflect the progress of construction and changes to the SWPPP. Any control measure that has a hydrologic design component must be updated or amended by the Engineer. Substitution of sediment control BMPs beyond those specified in the SWPPP is considered a hydrologic design component.

H. DISCHARGE OF PETROLEUM PRODUCTS OR HAZARDOUS SUBSTANCES
Discharge of Petroleum products or other hazardous substances into storm water or the storm water (storm sewer) system is subject to reporting and clean up requirements. See section V.B.8 of this SWPPP for State and local information on reporting spills. Refer to the General Permit for additional information.

I. NOTICE OF TERMINATION
Once the site reaches final stabilization as defined in the General Permit, with all permanent erosion and sedimentation controls installed and all temporary erosion and sedimentation controls removed, the Contractor and Owner's representative must complete a final inspection. Upon approval by the Owner's representative, the Owner and Contractor, as applicable, must complete and submit a NOT.

J. CONTRACTORS RESPONSIBILITY
This SWPPP intends to control water-bourne and liquid pollutant discharges by some combination of interception, sedimentation, filtration, and containment. The Contractor and sub-contractors implementing this SWPPP must remain alert to the need to periodically refine and update the SWPPP in order to accomplish the intended goals. The Contractor is ultimately responsible for all site conditions and permit compliance.

K. LOG OF CONSTRUCTION ACTIVITY
A record of dates when major ground-disturbing activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated or completed must be maintained until the NOT is filed. A log for keeping such records is included. Controls must be in place down gradient of any ground-disturbing activities prior to the commencement of construction and noted on the Site Map and Record of Stabilization and Construction Activity Dates.

2. INTRODUCTION

This SWPPP includes the elements necessary to comply with the natural baseline general permit for construction activities administered by the US Environmental Protection Agency (EPA) under the National Pollutant Discharge Elimination System (NPDES) program, the NPDES Permit No. ILR10 for the State of Illinois, and all Local governing agency requirements. This SWPPP must be implemented at the start of construction.

Construction phase pollutant sources anticipated at the site are disturbed (bare) soil, vehicle fuels and lubricants, chemicals associated with building construction, and building materials. Without adequate control there is a potential for each type of pollutant to be transported by storm water.
Project construction will consist primarily of site grading, utility service connections, and site paving to facilitate construction.

A. PURPOSE
A major goal of pollution prevention efforts during project construction is to control soil and pollutants that originate on the site and prevent them from flowing to surface waters. The purpose of this SWPPP is to provide guidelines for achieving that goal. A successful pollution prevention program also relies upon careful inspection and adjustments during the construction process in order to enhance its effectiveness.

B. SCOPE
This SWPPP must be implemented before construction begins on the site. It primarily addresses the impact of storm rainfall and runoff on areas of the ground surface disturbed during the construction process. In addition, there are recommendations for controlling other sources of pollution that could accompany the major construction activities. The SWPPP will terminate when disturbed areas are stabilized, permanent erosion and sedimentation controls are installed, temporary erosion and sedimentation controls are removed, construction activities covered herein have ceased, and a completed Notice of Termination (NOT) is transmitted to the governing agency.

3. PROJECT DESCRIPTION

Described below are the major construction activities that are subject of this SWPPP. Also included in the sequence are BMP installation activities that must take place prior to construction activities. NOTE: Down slope protective measures must always be in place before soil is disturbed. Activities are presented in the order (sequence) they are expected to be completed.

All activities and time frames (beginning and ending dates) shall be noted on the Site Map. The sequence of construction is as follows:

Upon implementation and installation of the following areas: trailers, parking, lay down, porta-poty, wheel wash, concrete washout, mason's area, fuel and material storage containers, solid waste containers, etc., immediately denote them on the Site Maps and note any changes in location as they occur throughout the construction process.

Typical Stage of Construction, items shall be added or deleted as needed for each individual project.

Phase I
1. Install stabilized construction entrance and SWPPP Entrance Sign.
2. Install silt fence(s) on the site (clear only those areas necessary to install silt fence).
3. Install inlet protection on existing inlets.
4. Prepare temporary parking and storage area.
5. Install and stabilize hydraulic control structures (dikes, swales, check dams, etc.).
6. Begin grading the site.
7. Start construction of building pad and structures.

Phase II
7. Temporarily seed, throughout construction, denuded areas that will be inactive for 14 days or more.
8. Install utilities, underdrains, storm sewers, curbs and gutters.
9. Install inlet protection at all storm sewer structures as each inlet structure is installed.
10. Permanently stabilize areas to be vegetated as they are brought to final grade.
11. Prepare site for paving.
12. Pave site.
13. Install appropriate inlet protection devises for paved areas as work progresses.
14. Complete grading and installation or permanent stabilization over all areas including outlots.
15. Call Engineer after the site appears to be fully stabilized for inspection.
16. Remove all temporary erosion and sediment control devices after approval of the Engineer and stabilize any areas disturbed by the removal of the BMP.

NOTE: The Contractor may complete construction-related activities concurrently only if all preceding BMPs have been completely installed.

The actual schedule for implementing pollutant control measures will be determined by project construction progress and recorded by the Contractor on the Soil Erosion/Sediment Control Operation Time Schedule on the Erosion and Sediment Control Plans. Down slope protective measures must always be in place before soil is disturbed.

4. SITE DESCRIPTION

1. Site description
Site construction activities consist of general grading of site, construct detention pond, building and parking lot with finish grading and landscaping.

2. Total area of site = 25.88 acres
Total disturbed area on site = 22.00 acres

3. Estimated site runoff coefficient after construction activities are complete: CN=73.

4. Site map included Indicating existing & proposed slopes across site is included in SWPPP.

5. Site drainage is received by Blackberry Creek located south of the development.

5. STORM WATER POLLUTION PREVENTION MEASURES AND CONTROLS

A variety of storm water pollutant controls are recommended for this project. Some controls are intended for function temporarily and will be used as needed for pollutant control during the construction period. These include temporary sediment barriers and permanent storm retention ponds (which can also function as temporary sediment basins). Permanent stabilization will be accomplished in all disturbed areas by covering the soil with pavement, building foundation, vegetation, or other forms of soil stabilization.

A. EROSION AND SEDIMENT CONTROLS

1. Soil Stabilization
The purpose of soil stabilization is to prevent soil from eroding and leaving the site. In the natural condition, soil is stabilized by native vegetation. The primary technique to be used at this project for stabilizing site soils will be to provide a protective cover of grass, pavement, or building structure.

a) Temporary Seeding or Stabilization – All denuded areas that will be inactive for 14 days or more, must be stabilized temporarily with the use of fast-germinating annual grass/grain varieties, straw/hay mulch, wood cellulose fibers, tackifiers, netting or blankets.

b) Permanent Seeding or Sodding – All areas at final grade must be seeded or sodded within 14 days after completion of work in any area. The entire site must have permanent vegetative cover established in all areas not covered by hard surfaces. The completion of all soil disturbing activities on site. Areas not at final grade but which will not be disturbed for longer than within 48 hours of inspection. The Inspection reports must be included if needed to fully describe a situation. An important aspect of the inspection report is the description of additional measures that need to be taken to enhance plan effectiveness. The inspection report must identify whether the site was in compliance with the SWPPP at the time of inspection and specifically identify all incidents of non-compliance.
areas should generally be protected with mulch or a rolled erosion control product. All areas to be sealed will have topsoil and other soil amendments as specified on the Landscape Plan.

2. Structural Controls

a) Silt Fence – Silt fence is a synthetic permeable woven or non-woven geotextile fabric incorporating metal support stakes at intervals sufficient to support the fence (5-feet maximum distance between posts), water, and sediment retained by the fence. The fence is designed to retain sediment-laden storm water and allow settlement of suspended soils before the storm water flows through the fabric and discharges off-site. Silt fence shall be located on the contour to capture overland, low-velocity sheet flows. The Contractor may utilize triangular silt dike and/or non-wire backed silt fence as intermediate BMPs. Install silt fence at a fairly level grade along the contour with the ends curved uphill to provide sufficient upstream storage volume for the anticipated runoff. Drainage areas shall not exceed ½ acre per 100 feet of silt fence for slopes less than 2 percent.

b) Construction Exit – All access points from the pubic street into the construction site shall include a construction exit composed of course stone to the dimensions shown on the Existing Conditions and Demolition Plan. The rough texture of the stone helps to remove clumps of soil adhering to the construction vehicles tires through the action of vibration and jarring over the rough surface and the friction of the stone matrix against soils attached to vehicle tires.

In addition to the stone at the construction exit, it may be necessary to install devices such as pipes (cattle guard) to increase the vibration and jarring. It may also be necessary to install a wheel wash system. If this is done, a sediment trap control must be installed to treat the wash water before it discharges from the site.

All site access must be confined to the Construction Exit(s). Barricade, sufficient to prevent use, any locations other than Construction Exit(s) where vehicles or equipment may access the site.

c) Storm Sewer Inlet Protection – Curb and grated inlets are protected from the intrusion of sediment through a variety of measures as shown on the details included in the Construction drawings. The primary mechanism is to place controls in the path of flow sufficient to slow the sediment-laden water to allow settlement of suspended soils before discharging into the storm sewer. It is possible that as construction progresses from storm sewer installation through paving that the inlet protection devices should change. All inlet protection devices create ponding of storm water. This should be taken into consideration when deciding on which device or devices should be used.

d) Inspection and any necessary cleaning of the underground storm system shall be included as part of this swppp.

C. CONSTRUCTION PHASE "BEST MANAGEMENT PRACTICES" (BMPs)
During the construction phase, the Contractor shall implement the following measures:

1. Materials resulting from the clearing and grubbing or excavation operations shall be stockpiled up slope from adequate sedimentation controls. Materials removed to an off-site location shall be protected with appropriate controls and property permitted.

2. The Contractor shall designate areas on the Site Map for equipment cleaning, maintenance, and repair. The Contractor and sub-contractors shall utilize such designated areas. Cleaning, maintenance, and repair areas shall be protected by a temporary perimeter berm, shall not occur within 150 feet of any waterway, water body or wetland, and in areas located as far as practical from storm water inlets.

3. Use of detergents for large scale washing is prohibited (i.e. vehicles, buildings, pavement, surfaces, etc.).

4. Chemicals, paints, solvents, fertilizers, and other toxic materials must be stored in waterproof containers. Except during application, the containers, the contents must be kept in trucks or within storage facilities. Runoff containing such material must be collected, removed from the site, treated, and disposed of at an approved solid waste and chemical disposal facility.

D. OFF-SITE FACILITIES IN THE OPERATIONAL CONTROL OF THE CONTRACTOR
Wherever dirt, rock, or other materials are imported to the construction site or exported for placement in areas off of the primary construction site, the Contractor is responsible for determining that all storm water permitting and pollution control requirements are met for each site which receives such materials or from which site materials are taken. Prior to the disturbance of any such site, the Contractor will confirm that the operators of the site they are
importing to or exporting from have properly obtained all required permits, and will comply with all laws, regulations and permit conditions applicable to such sites.

At a minimum, each off-site area that provides or receives material or is disturbed by project activities must implement erosion and sediment control measures consisting of perimeter controls on all down slope and side slope boundaries and must also provide for both temporary stabilization and for permanent re-vegetation after all disturbances has ended.

6. LOCAL PLANS

In addition to this SWPPP, construction activities associated with this project must comply with any guidelines set forth by Local regulatory agencies. The Contractor shall maintain documents evidencing such compliance in this SWPPP.

5. INSPECTIONS AND SYSTEM MAINTENANCE

Between the time this SWPPP is implemented and final Notice of Termination has been submitted, all disturbed areas and pollutant controls must be inspected weekly and within 24 hours of the end of a storm event 0.5 inches or equivalent snowfall. The purpose of site inspections is to assess performance of pollutant controls. The inspections will be conducted by the Contractor's Site Superintendent. Based on these inspections, the Contractor will decide whether it is necessary to modify this SWPPP, add or relocate controls, or revise or implement additional Best Management Practices in order to prevent pollutants from leaving the site via storm water runoff. The Contractor has the duty to cause pollutant control measures to be repaired, modified, supplemented, or take additional steps as necessary in order to achieve effective pollutant control.

Examples of specific items to evaluate during site inspections are listed below. This list is not intended to be comprehensive. During each inspection, the inspector must evaluate overall pollutant control system performance as well as particular details of individual system components. Additional factors should be considered as appropriate to the circumstances.

A. CONSTRUCTION EXIT AND TRACK OUT
Locations where vehicles enter and exit the site must be inspected for evidence of off-site sediment tracking. A stabilized construction exit shall be constructed where vehicles enter and exit. Exits shall be maintained or supplemented with additional rock as necessary to prevent the release of sediment from vehicles leaving the site. Any sediment deposited on the roadway shall be swept as necessary throughout the day or at the end of everyday and disposed of in an appropriate manner. Sediment shall NOT be washed into storm sewer systems.

B. SEDIMENT CONTROL DEVICES
Sediment barriers, traps and basins must be inspected and they must be cleaned out at such time as their original capacity has been reduced by 50 percent. All material excavated from behind sediment barriers or in traps and basins shall be incorporated into on-site soils or spread out on an upland portion of the site and stabilized. Additional sediment barriers must be constructed as needed.

C. MATERIAL STORAGE AREAS
Inspections shall evaluate disturbed areas and areas used for storing materials that are exposed to rainfall for evidence of, or the potential for, pollutants entering the drainage system or discharge from the site. If necessary, the materials must be covered or original covers must be repaired or supplemented. Also, protective berms must be constructed, if needed, in order to contain runoff from material storage areas. All State and Local regulations pertaining to material storage areas will be adhered to.

D. VEGETATION
Grassed areas shall be inspected to confirm that a healthy stand of grass is maintained. The site has achieved final stabilization once all areas are covered with building foundation or pavement, or have a stand of grass with a minimum of 70 percent density or greater over the entire vegetated area in accordance with the General Permit requirements. The vegetative density must be maintained to be considered stabilized. Area must be watered, fertilized, and reseeded as needed to achieve this requirement.

E. DISCHARGE POINTS
All discharge points must be inspected to determine whether erosion and sediment control measures are effective in preventing discharge of sediment from the site or impacts to receiving waters.

The Inspection Report Form must identify all deficiencies, any corrections, whether they are identified during the current inspection or have occurred since the previous inspection, and any additional comments. Based on inspection results, any modification necessary to increase effectiveness of this SWPPP to an acceptable level must be made immediately but no longer than within 48 hours of inspection. The Inspection reports must be completed and additional information should be included if needed to fully describe a situation. An important aspect of the inspection report is the description of additional measures that need to be taken to enhance plan effectiveness. The inspection report must identify whether the site was in compliance with the SWPPP at the time of inspection and specifically identify all incidents of non-compliance.

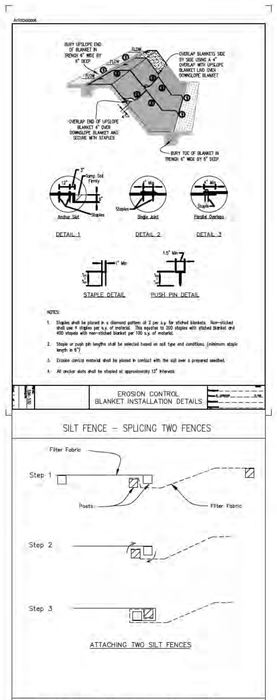
The Inspection Report Form must summarize the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this SWPPP, and actions taken in accordance with section 4.b shall be made and retained as part of the plan for at least six years after the date of the inspection. The report shall be signed in accordance with Part VI.G of the General Permit.

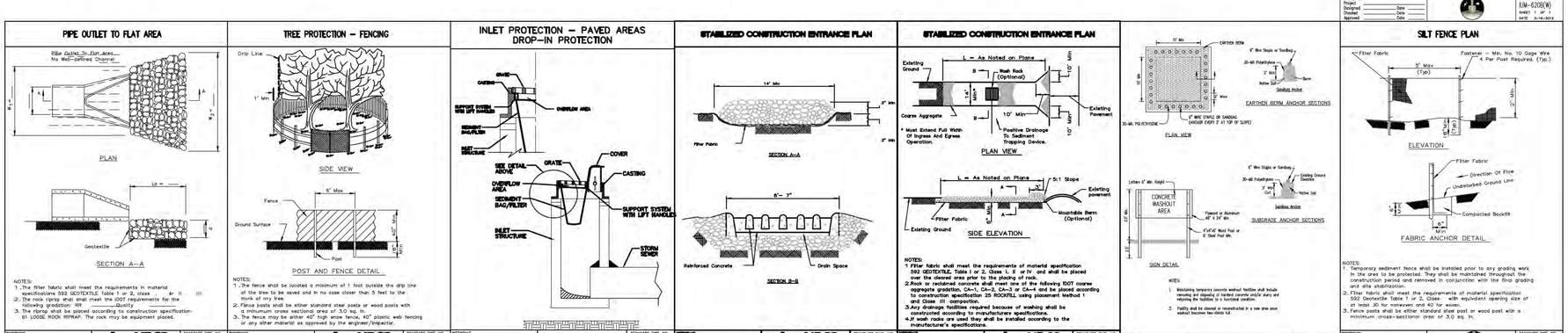
If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Contractor's Compliance Officer shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Contractor's Compliance Officer shall us forms provided by the IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted in noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with part VI.G of the General Permit. The report of noncompliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
P.O. Box 19276
Springfield, IL 62794-9276

Ultimately, it is the responsibility of the General Contractor to assure the adequacy of site pollutant discharge controls. Actual physical site conditions or Contractor practices could make it necessary to install more structural controls than are shown on the plans. For example, Localized concentrations of runoff could make it necessary to install additional sediment barriers. Assessing the need for additional controls and implementing them or adjusting existing controls will be a continuing aspect of this SWPPP until the site achieves final stabilization. Any modifications, additions or deletions of sediment control devices must be approved by the Engineer through written communications.

CONCRETE WASH-OUT NOTE:
CONCRETE WASHOUT SHOULD BE CONTAINED AT ALL TIMES. WASHOUT MATERIAL SHOULD NOT BE ALLOWED TO ENTER WATER BODIES, STORM SEWERS OR LEACH INTO THE SOIL UNDER ANY CIRCUMSTANCES. ANY WASTE SHOULD BE DISPOSED OF PROPERLY AND THE LOCATION OF THE WASHOUT SHOULD BE DESIGNATED WITH PROPER SIGNAGE. FAILURE TO COMPLY COULD RESULT IN AN INCIDENCE OF NONCOMPLIANCE (ION).





TEBRUGGE ENGINEERING 410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548 PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM	PREPARED FOR: FOX VALLEY FAMILY YMCA, INC 3875 ELDAMAIN RD, PLANO, IL	YMCA EAST SITE PLAN **STORM WATER POLLUTION PREVENTION PLAN**

REVISIONS	NO.	DATE	NOTES
	1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
	2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PROJECT NO.	23 555 01
SCALE:	NTS
DATE:	JAN 22, 2024
SHEET NO.	4
	OF 12 SHEETS

NOTES:
1. ALL WORK ON CANNONBALL TRAIL & GALENA ROAD TO BE COMPLETED BY KENDALL COUNTY HIGHWAY DEPARTMENT IN THE SPRING OF 2024.

GALENA ROAD
(120' Right of Way)

CULVERT
INV S: 649.80 (18" CMP)

CULVERT
INV N: 649.95
(18" CMP)

SITE BENCHMARK 2
NW ARROW BOLT ON HYDRANT
ELEV=655.07

WATER VALVE VAULT RIM:
652.26
T/P N/S: 646.26

CANNONBALL TRAIL

NEW PROPERTY LINE PER KENDALL COUNTY

YORKVILLE 16" WATERMAIN

50' Setback Building Line

PROPOSED YMCA BUILDING
FF = 652.00

FUTURE BUILDING ADDITION
POOL AREA
FF = 652.00

FUTURE BUILDING ADDITION
DAYCARE
FF = 652.00

FUTURE PLAYGROUND

LS AREA

PROPOSED 8' SIDEWALK

FUTURE 8' SIDEWALK

PROPOSED 24' DRIVE AISLE

FUTURE PARKING

PROPOSED 160 L.F.
6" SDR 26 PVC PIPE
@ 1.0% MIN.

PROPOSED SANITARY
PUMP STATION
RIM = 649.60
6" NW INV = TBD
2" S INV = TBD

PHASE 1 PARKING
ASPHALT

PROPOSED 6' WOOD FENCE
DUMPSTER ENCLOSURE

PROPOSED 42" FES
PER KENDALL COUNTY
INV = 645.32

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED OUTFALL STRUCTURE #2
RIM = 649.20
15" E INV = 646.19
15" W INV = 646.19
10" RESTRICTOR = 646.19

PROPOSED 15" FES #1
W/ RR-4 RIP RAP
INV = 646.30

PROPOSED 36 L.F.
15" CL IV RCP @ -0.28%

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED 15" FES #5
W/ RR-4 RIP RAP
INV = 646.00

PROPOSED DETENTION POND

100 YR STORAGE VOLUME REQ'D
= 7.08 AC-FT @ 648.15

100 YR STORAGE VOLUME PROVIDED
W/DEPRESSIONAL STORAGE
= 9.13 AC-FT @ 648.57

POND OVERFLOW @ 646.90

100 YR HWL = 648.15

REQ'D 100YR
HWL = 648.15
PROVIDED OVERFLOW
@ EOP = 648.90

PROPOSED 42" FES
PER KENDALL COUNTY
INV = 645.34

PROPOSED 15" FES #3
W/ RR-4 RIP RAP
INV = 645.34

PROPOSED 304 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 165 L.F.
12" CL IV RCP @ 0.30%

PROPOSED 420 L.F.
8" HDPE PVC PIPE

PROPOSED 2' INLET #4
RIM = 648.40
15" INV = 646.50

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 646.89

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 646.09

PROPOSED ASPHALT ENTRANCE
PER KENDALL COUNTY

STA 103+22.10

PROPOSED SEPTIC FIELD

CULVERT
INV E: 645.31
(36" CMP)

CULVERT
INV S: 647.51 (12" CMP)

CULVERT
INV N: 646.35 (12" CMP)

CULVERT
INV S: 649.72 (12" CMP)

CULVERT
INV N: 649.76 (12" CMP)

FOX METRO 24" SANITARY INTERCEPTOR

SANITARY MANHOLE
RIM: 653.99
24" INV N: 634.89
24" INV E: 634.89

SITE BENCHMARK 1
NW ARROW BOLT ON HYDRANT
ELEV=652.53

WATER VALVE VAULT RIM:
650.79
T/P E/W: 644.84

−60 0 60 120
SCALE IN FEET

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES
	1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
	2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

OVERALL CIVIL SITE PLAN

PROJECT NO. 23 555 01
SCALE: 1" = 60'
DATE: JAN 22, 2024

SHEET NO. 5 OF 12 SHEETS

GALENA ROAD
(120' Right of Way)

FOX METRO 24" SANITARY INTERCEPTOR

CANNONBALL TRAIL

NEW PROPERTY LINE PER KENDALL COUNTY

YORKVILLE 16" WATERMAIN

50' Setback Building Line

UNFARMED AREA

PROPOSED YMCA BUILDING
FF = 652.00

FUTURE BUILDING ADDITION
POOL AREA
FF = 652.00

FUTURE BUILDING ADDITION
DAYCARE
FF = 652.00

FUTURE PLAYGROUND

PROPOSED 8' SIDEWALK

FUTURE 8' SIDEWALK

PROPOSED 24' DRIVE AISLE

PROPOSED 24' DRIVE AISLE

21 - 9'x20' STALLS

FUTURE PARKING

PHASE 1 PARKING
ASPHALT

PROPOSED 160 L.F.
6" SDR 26 PVC PIPE
@ 1.0% MIN.

PROPOSED SANITARY
PUMP STATION
RIM = 649.60
6" NW INV = TBD
6" S INV = TBD

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED OUTFALL STRUCTURE #2
RIM = 649.20
15" E INV = 646.19
15" W INV = 646.19
10" RESTRICTOR = 646.19

PROPOSED 15" FES #1
W/ RR-4 RIP RAP
INV = 646.30

PROPOSED 420 L.F.
12" HDPE PVC PIPE

PROPOSED 304 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 165 L.F.
12" CL IV RCP @ 0.30%

PROPOSED 36 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED 15" FES #3
W/ RR-4 RIP RAP
INV = 646.34

PROPOSED 18" FES #5
W/ RR-4 RIP RAP
INV = 646.00

PROPOSED 49" FES
PER KENDALL COUNTY
INV = 645.32

PROPOSED 2' INLET #4
RIM = 648.40
15" INV = 646.50

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 645.89

PROPOSED 6' WOOD FENCE
DUMPSTER ENCLOSURE

PROPOSED DETENTION POND

100 YR STORAGE VOLUME REQ'D
= 7.08 AC-FT @ 648.15

100 YR STORAGE VOLUME PROVIDED
W/DEPRESSIONAL STORAGE
= 9.13 AC-FT @ 648.57

POND OVERFLOW @ 648.90

100 YR HWL = 648.15

REQ'D 100YR
HWL = 648.15
PROVIDED OVERFLOW
@ EOP = 648.90

LS AREA

-40 0 40 80
SCALE IN FEET

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES
	1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
	2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
CIVIL SITE PLAN - NORTH

PROJECT NO.	23 555 01
SCALE:	1" = 40'
DATE:	JAN 22, 2024

SHEET NO. 6 OF 12 SHEETS

PROPOSED 6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED OUTFALL STRUCTURE #2
RIM = 649.20
15" E INV = 646.19
15" W INV = 646.19
10" RESTRICTOR = 646.19

PROPOSED 15" FES #1
W/ RR-4 RIP RAP
INV = 646.30

PROPOSED 15" FES #3
W/ RR-4 RIP RAP
INV = 646.34

PROPOSED 420 L.F.
27" HDPE SMC PIPE

PROPOSED 304 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 36 L.F.
15" CL IV RCP @ 0.28%

PROPOSED 160 L.F.
6" PERF PVC UNDERDRAIN PIPE
6" INV = 643.50

PROPOSED 165 L.F.
12" CL IV RCP @ 0.30%

PROPOSED 15" FES #5
W/ RR-4 RIP RAP
INV = 646.00

PROPOSED 40' FES
PER KENDALL COUNTY
INV = 645.32

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 645.89

PROPOSED 2' INLET #4
RIM = 648.40'
15" INV = 646.50

REQ'D 100YR
HWL = 648.15
PROVIDED OVERFLOW
@ EOP = 648.90

PROPOSED DETENTION POND

100 YR STORAGE VOLUME REQ'D
= 7.08 AC-FT @ 648.15

100 YR STORAGE VOLUME PROVIDED
W/DEPRESSIONAL STORAGE
= 9.13 AC-FT @ 648.57

POND OVERFLOW @ 648.90

100 YR HWL = 648.15

PROPOSED 24' DRIVE AISLE

PROPOSED ASPHALT ENTRANCE
PER KENDALL COUNTY

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 646.09

FUTURE PARKING

PROPOSED SEPTIC FIELD

CONCRETE PARKING LOT

RETENTION BASIN

CROP LAND
(CUT AND PLOWED CORN)

CROP LAND
(CUT CORN)

SANDBALL TRAIL

STA 103+22.10

NEW PROPERTY LINE PER KENDALL COUNTY

50' Setback Building Line

CULVERT
(12" CMP)
INV S: 647.51

CULVERT
(12" CMP)
INV N: 648.35

GRAVEL ENTRANCE

FLARED END SECTION
INV SE: 648.72 (12" RCP)

FLARED END SECTION
INV NW: 648.66 (12" RCP)

STORM CATCH BASIN
CLOSED LID
RIM: 1653.78
SUMP: 1646.38
INV NW: 648.78 (4" RESTR IN 12" RCP)
INV SE: 648.78 (12" RCP)

CONCRETE
OVERFLOW WALL
ELEV=651.14

GARAGE
FF=654.78

SEPTIC EQUIPMENT

PROPANE TANK

HVAC PAD

CHURCH
FF=653.49

-40 0 40 80
SCALE IN FEET

TEBRUGGE ENGINEERING 410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548 PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM	REVISIONS	NO.	DATE	NOTES
		1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
		2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24
PREPARED FOR: FOX VALLEY FAMILY YMCA, INC 3875 ELDAMAIN RD, PLANO, IL	YMCA EAST SITE PLAN **CIVIL SITE PLAN - SOUTH**	PROJECT NO. 23 555 01 SCALE: 1" = 40' DATE: JAN 22, 2024	SHEET NO. 7 OF 12 SHEETS

PROPOSED YMCA BUILDING
FF = 652.00

FUTURE BUILDING ADDITION
POOL AREA
FF = 652.00

FUTURE BUILDING ADDITION
DAYCARE
FF = 652.00

FUTURE PLAYGROUND

50' Setback Building Line

YORKVILLE 16" WATERMAIN

CANNONBALL TRAIL

NEW PROPERTY LINE BY KENDALL COUNTY

PROPOSED 24' DRIVE AISLE

PROPOSED 8' SIDEWALK

FUTURE 8' SIDEWALK

PROPOSED 24' DRIVE AISLE

FUTURE PARKING

21 - 9'x20' STALLS

PHASE 1 PARKING

PROPOSED 6' WOOD FENCE
DUMPSTER ENCLOSURE

PROPOSED 42" YES
PER KENDALL COUNTY
INV = 645.32

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 645.89

PROPOSED 18" CULVERT
PER KENDALL COUNTY
INV = 646.09

PROPOSED ASPHALT ENTRANCE
PER KENDALL COUNTY

STA 103+22.10

PROPOSED DETENTION POND

100 YR STORAGE VOLUME REQ'D
= 7.08 AC-FT @ 648.15

100 YR STORAGE VOLUME PROVIDED
W/DEPRESSIONAL STORAGE
= 9.13 AC-FT @ 648.57

POND OVERFLOW @ 648.90

100 YR HWL = 648.15

REQ'D 100YR
HWL = 648.15
PROVIDED OVERFLOW
@ EOP = 648.90

LS AREA

SCALE IN FEET
40 0 40 80

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES
	1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
	2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
OVERALL GRADING PLAN

PROJECT NO. 23 555 01
SCALE: 1" = 40'
DATE: JAN 22, 2024

SHEET NO. 8 OF 12 SHEETS

NEW PROPERTY LINE PER KENDALL COUNTY

YORKVILLE 16" WATERMAIN

YORKVILLE 16" WATERMAIN

50' Setback Building Line

50' Setback Building Line

PROP'D WELL

HVAC UNIT

PROPOSED YMCA BUILDING
FF = 652.00

COURT 1

GYMNASIUM

COURT 2

COURT 3

3 LANE WALKING TRACK

VEST

ELEC.

RECEIVING

MECH.

SPRINK.

MENS LOCKER ROOM

CORRIDOR

STOR. 317 SF

WOMENS LOCKER ROOM

CUST. 95 SF

TLT

FAMILY LOCKER ROOM

FUTURE BUILDING ADDITION
POOL AREA
FF = 652.00

FUTURE POOL

FUTURE POOL

FUTURE DIVING

CUSTODIAL

IT

STOR

GYM STOR

STOR

STOR BLDG

LOBBY

W. TLT.

M. TLT.

MULTI-PURPOSE

MULTI-PURPOSE

MIRROR

CORRIDOR

GYM STORAGE

GROUP EX

STORAGE

OUTDOOR CLASSROOM SPACE

CORRIDOR

FUTURE DAYCARE

FUTURE BUILDING ADDITION
DAYCARE
FF = 652.00

FUTURE PLAYGROUND

CORRIDOR

WTG AREA

RECEPTION AREA

EXIT CORRIDOR

OPEN OFFICE

TLT

STOR.

WELLNESS CENTER

LNDRY

STOR.

STOR.

KIDS ZONE

STOR.

TLT

TLT

PLAYGROUND

WTG AREA

OFFICE

CONF

VEST

VEST

LS AREA

LS AREA

LS AREA

PROPOSED 8' SIDEWALK

FUTURE - 8' SIDEWALK

PROPOSED 24' DRIVE AISLE

21 - 9'x20' STALLS

FUTURE PARKING

PROPOSED 5' SIDEWALK

PROPOSED DUMPSTER ENCLOSURE 6' WOOD FENCE

PHASE 1 PARKING

DRIVE AISLE

SCALE IN FEET

TEBRUGGE ENGINEERING 410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548 PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM	PREPARED FOR: FOX VALLEY FAMILY YMCA, INC 3875 ELDAMAIN RD, PLANO, IL	YMCA EAST SITE PLAN **GRADING PLAN - NORTH**

REVISIONS	NO.	DATE	NOTES
	1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
	2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PROJECT NO.	23 555 01
SCALE:	1" = 20'
DATE:	JAN 22, 2024
SHEET NO.	9
	OF 12 SHEETS

NEW PROPERTY LINE PER KENDALL

50' Setback Building Line

PROPOSED 24' DRIVE AISLE

PHASE 1 PARKING ASPHALT

PROPOSED 42" FES PER KENDALL COUNTY INV = 645.32

PROPOSED 18" CULVERT PER KENDALL COUNTY INV = 645.89

PROPOSED ASPHALT ENTRANCE PER KENDALL COUNTY

PROPOSED 18" CULVERT PER KENDALL COUNTY INV = 646.09

FUTURE PARKING

CANNONBALL TRAIL

STA 103+22.10

REQ'D 100YR HWL = 648.15 PROVIDED OVERFLOW @ EOP = 648.90

PROPOSED

100 YR STO
= 7.08 AC-

100 YR STO
W/DEPRESS
= 9.13 AC-

POND OVER

100 YR HW

SCALE IN FEET

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS NO.	DATE	NOTES
1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN
GRADING PLAN - SOUTH

PROJECT NO. 23 555 01
SCALE: 1" = 20'
DATE: JAN 22, 2024

SHEET NO. 10 OF 12 SHEETS

GENERAL CONDITIONS

1. ALL EARTHWORK, ROADWAY WORK, DRAINAGE WORK OR STORM SEWER WORK SHALL BE PERFORMED UTILIZING MATERIALS AND METHODS IN STRICT ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. ALL MUNICIPAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS SHALL BE STRICTLY ADHERED TO IN WORK PERFORMED UNDER THIS CONTRACT.

2. ALL SANITARY SEWER AND WATER MAIN WORK SHALL BE PERFORMED USING METHODS AND MATERIALS IN STRICT ACCORDANCE WITH THE LATEST EDITION OF "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. ALL MUNICIPAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS SHALL BE STRICTLY ADHERED TO IN WORK PERFORMED UNDER THIS CONTRACT.

3. ANY SPECIFICATIONS WHICH ARE SUPPLIED ALONG WITH THE PLANS SHALL TAKE PRECEDENCE IN THE CASE OF A CONFLICT WITH THE STANDARD SPECIFICATIONS NOTED IN ITEMS NO. 1 AND 2 ABOVE. THE ABOVE STANDARD SPECIFICATIONS & THE CONSTRUCTION PLANS ARE TO BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT.

4. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO THE ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.

5. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE GOVERNING MUNICIPALITY, OTHER APPLICABLE GOVERNMENTAL AGENCIES, AND THE OWNER.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. HE SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS, ALONG WITH ADEQUATE TRAFFIC CONTROL MEASURES. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER, AT NO ADDITIONAL COST TO THE OWNER.

7. THE UTILITY LOCATIONS, AND THE DEPTHS SHOWN ON THESE PLANS ARE APPROXIMATE ONLY, AND SHALL BE VERIFIED BY THE CONTRACTOR WITH ALL AFFECTED UTILITY COMPANIES PRIOR TO INITIATING CONSTRUCTION OPERATIONS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY FOR THE ADEQUACY, SUFFICIENCY OR EXACTNESS OF THESE UTILITY REPRESENTATIONS.

8. PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR SHALL CONTACT THE OFFICE OF J.U.L.I.E. AT 1-800-892-0123 FOR EXACT FIELD LOCATION OF ALL UNDERGROUND UTILITIES IN THE PROXIMITY OF, AND ON, THE PROJECT SITE; IF THERE ARE ANY UTILITIES WHICH ARE NOT MEMBERS OF THE J.U.L.I.E. SYSTEM, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THIS AND MAKE ARRANGEMENTS TO HAVE THESE UTILITIES FIELD LOCATED.

9. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR RELOCATING THESE FACILITIES AT HIS EXPENSE TO ACCOMMODATE THE NEW CONSTRUCTION.

10. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER OR EXTENDED TO OUTLET INTO A PROPOSED DRAINAGE WAY. IF THIS CANNOT BE ACCOMPLISHED, THEN IT SHALL BE REPAIRED WITH NEW PIPE OF SIMILAR SIZE AND MATERIAL TO THE ORIGINAL LINE AND PUT IN ACCEPTABLE OPERATIONAL CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE FOR ONSITE DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

11. IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THIS SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

12. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OF FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

13. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS (SERIES 1926) AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS OF THE WILLIAMS STELGER OCCUPATIONAL HEALTH STATE SAFETY ACT OF 1970(REVISED). THE CONTRACTOR, ENGINEERS, AND OWNER SHALL EACH BE RESPONSIBLE FOR HIS OWN RESPECTIVE AGENTS AND EMPLOYEES.

14. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND ALL GOVERNING AUTHORITIES, THEIR AGENTS SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY WITH RESPECT TO THE CONSTRUCTION, INSTALLATION AND TESTING OF THE WORK REQUIRED ON THIS PROJECT. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM THE WORK OF THIS CONTRACT IN A MANNER WHICH STRICTLY COMPLIES WITH ANY AND ALL PERTINENT LOCAL, STATE OR NATIONAL CONSTRUCTION AND SAFETY CODES. THE ENGINEER, OWNER, AND GOVERNING AUTHORITIES ARE NOT RESPONSIBLE FOR ENSURING COMPLIANCE BY THE CONTRACTOR WITH SAID CODES AND ASSUME NO LIABILITY FOR ACCIDENTS, INJURIES, OR DEATHS, OR CLAIMS RELATING THERETO WHICH MAY RESULT FROM LACK OF ADHERENCE TO SAID CODES.

UNDERGROUND UTILITIES

1. ALL UTILITY TRENCHES BENEATH PROPOSED OR EXISTING UTILITIES, PROPOSED OR EXISTING PAVEMENT, DRIVEWAYS, SIDEWALKS AND FOR A DISTANCE OF TWO FEET ON EITHER SIDE OF SAME, AND/OR WHEREVER ELSE SHOWN ON THE CONSTRUCTION PLANS SHALL BE BACKFILLED WITH SELECT GRANULAR BACKFILL (CA-7) AND THOROUGHLY COMPACTED IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS.

2. UNLESS OTHERWISE INDICATED ON THE PLANS, STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CULVERT PIPE OF THE CLASS AS INDICATED ON THE PLANS, AND CONFORMING TO ASTM C-76. JOINTS SHALL TYPICALLY BE A "TROWEL APPLIED" BITUMINOUS MASTIC COMPOUND IN ACCORDANCE WITH ASTM C-76 (OR C-14 AS MAY BE APPLICABLE OR RUBBER "O"-RING GASKET JOINTS CONFORMING TO ASTM C-443). LOCATIONS WHERE THE STORM SEWER CROSSES WATERMAINS AN "O"-RING JOINT IN ACCORDANCE WITH ASTM C-361 SHALL BE USED.

3. STORM SEWER MANHOLES SHALL BE PRECAST STRUCTURES, WITH THE DIAMETER DEPENDENT ON THE PIPE SIZE AND WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION STANDARDS). LIDS SHALL BE IMPRINTED "STORM SEWER". ALL FLARED END SECTIONS SHALL HAVE A FRAME & GRATE INSTALLED.

4. THESE FRAME AND GRATES FOR STORM STRUCTURES SHALL BE USED UNLESS OTHERWISE INDICATED ON THE PLAN SET. USE NEENAH R-1712 OPEN LID (OR EQUAL) IN PAVEMENT AREAS, USE NEENAH R-1772-B OPEN OR CLOSED LID (OR EQUAL) IN GRASS AREAS, USE NEENAH R-3015 (OR EQUAL) FOR B6.12 CURB AREAS, AND NEENAH R-3509 (OR EQUAL) FOR DEPRESSED CURB AREAS.

5. STRUCTURES FOR SANITARY AND STORM SEWERS AND VALVE VAULTS FOR WATER SHALL BE IN ACCORDANCE WITH THESE IMPROVEMENT PLANS AND THE APPLICABLE STANDARD SPECIFICATIONS. WHERE GRANULAR TRENCH BACKFILL IS REQUIRED AROUND THESE STRUCTURES THE COST SHALL BE CONSIDERED AS INCIDENTAL AND SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE STRUCTURE.

6. ALL STORM SEWERS AND WATERMAINS SHALL HAVE COMPACTED CA-7 GRANULAR BEDDING, A MINIMUM OF 4" BELOW THE BOTTOM OF THE PIPE FOR THE FULL LENGTH. BEDDING SHALL EXTEND TO THE SPRING LINE OF THE PIPE. COST FOR THE BEDDING SHALL BE INCLUDED WITH THE UNIT PRICE BID FOR THE PIPE.

7. THE UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING ANY EXCAVATION FOR THE INSTALLATION OF THE SEWER OR WATER SYSTEMS. ANY DEWATERING ENCOUNTERED SHALL BE INCIDENTAL TO THE RESPECTIVE UNDERGROUND UTILITY.

8. ALL STRUCTURES SHALL HAVE A MAXIMUM OF 8" OF ADJUSTING RINGS, UNLESS OTHERWISE NOTED.

9. ALL TOP FRAMES FOR STORM AND VALVE VAULT COVERS AND B-BOXES ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE UPON COMPLETION OF FINISHED GRADING AND FINAL INSPECTIONS. THIS ADJUSTMENT IS TO BE MADE BY THE UNDERGROUND CONTRACTOR AND THE COST IS TO BE INCIDENTAL. THE UNDERGROUND CONTRACTOR SHALL INSURE THAT ALL ROAD AND PAVEMENT INLETS OR STRUCTURES ARE AT FINISHED GRADE. ANY ADJUSTMENTS NECESSITATED BY THE CURB OR PAVING CONTRACTOR TO ACHIEVE FINAL RIM GRADE, RESULTING IN AN EXTRA FOR SAID ADJUSTMENTS, WILL BE CHARGED TO THE UNDERGROUND CONTRACTOR.

10. ALL FLOOR DRAINS AND FLOOR DRAIN SUMP PUMPS SHALL DISCHARGE INTO THE SANITARY SEWER.

11. ALL DOWNSPOUTS, FOOTING DRAINS AND SUBSURFACE STORM WATERS SHALL DISCHARGE INTO THE STORM SEWER OR ONTO THE GROUND AND BE DIRECTED TOWARDS A STORM SEWER STRUCTURE.

12. ANY ANTICIPATED COST OF SHEETING SHALL BE REFLECTED IN THE CONTRACT AMOUNTS. NO ADDITIONAL COST WILL BE ALLOWED FOR SHEETING OR BRACING.

13. THE CONTRACTOR SHALL INSTALL A 2"x4"x8' POST ADJACENT TO THE TERMINUS OF THE SANITARY SERVICE, WATERMAIN SERVICE, SANITARY MANHOLES, STORM STRUCTURES, AND WATER VAULTS. THE POST SHALL EXTEND A MINIMUM OF 4 FT. ABOVE THE GROUND. SAID POST SHALL BE PAINTED AS FOLLOWS: SANITARY-GREEN, WATER-BLUE, AND STORM-RED.

14. IT SHALL BE THE RESPONSIBILITY OF THE UNDERGROUND CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

EARTHWORK

1. ALL EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH SECTION 200 OF THE I.D.O.T. SPECIFICATIONS.

2. THE CONTRACTOR SHALL PROTECT ALL PROPERTY PINS AND SURVEY MONUMENTS AND SHALL RESTORE ANY WHICH ARE DISTURBED BY HIS OPERATIONS AT NO ADDITIONAL COST TO THE CONTRACT.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALL MATERIAL QUANTITIES AND APPRISE HIMSELF OF ALL SITE CONDITIONS. THE CONTRACT PRICE SUBMITTED BY THE CONTRACTOR SHALL BE CONSIDERED AS LUMP SUM FOR THE COMPLETE PROJECT. NO CLAIMS FOR EXTRA WORK WILL BE RECOGNIZED UNLESS ORDERED IN WRITING BY THE OWNER.

4. PRIOR TO ONSET OF MASS GRADING OPERATIONS THE EARTHWORK CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SOIL EROSION CONTROL SPECIFICATIONS. THE INITIAL ESTABLISHMENT OF EROSION CONTROL PROCEDURES AND THE PLACEMENT OF SILT FENCING, ETC. TO PROTECT ADJACENT PROPERTY SHALL OCCUR BEFORE MASS GRADING BEGINS, AND IN ACCORDANCE WITH THE SOIL EROSION CONTROL CONSTRUCTION SCHEDULE.

5. THE GRADING OPERATIONS ARE TO BE CLOSELY SUPERVISED AND INSPECTED, PARTICULARLY DURING THE REMOVAL OF UNSUITABLE MATERIAL AND THE CONSTRUCTION OF EMBANKMENTS OR BUILDING PADS, BY THE SOILS ENGINEER OR HIS REPRESENTATIVE. ALL TESTING, INSPECTION AND SUPERVISION OF SOIL QUALITY, UNSUITABLE REMOVAL AND ITS REPLACEMENT AND OTHER SOILS RELATED OPERATIONS SHALL BE ENTIRELY THE RESPONSIBILITY OF THE SOILS ENGINEER.

6. THE GRADING AND CONSTRUCTION OF THE SITE IMPROVEMENTS SHALL NOT CAUSE PONDING OF STORM WATER. ALL AREAS ADJACENT TO THESE IMPROVEMENTS SHALL BE GRADED TO ALLOW POSITIVE DRAINAGE.

7. THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH GRADE. A MINIMUM OF SIX INCHES (6") OF TOPSOIL IS TO BE PLACED BEFORE FINISH GRADE ELEVATIONS ARE ACHIEVED.

8. THE SELECTED STRUCTURAL FILL MATERIAL SHALL BE PLACED IN LEVEL UNIFORM LAYERS SO THAT THE COMPACTED THICKNESS IS APPROXIMATELY SIX INCHES (6"); IF COMPACTION EQUIPMENT DEMONSTRATES THE ABILITY TO COMPACT A GREATER THICKNESS, THEN A GREATER THICKNESS MAY BE SPECIFIED. EACH LAYER SHALL BE THOROUGHLY MIXED DURING SPREADING TO INSURE UNIFORMITY.

9. EMBANKMENT MATERIAL WITHIN ROADWAY, PARKING LOT, AND OTHER STRUCTURAL CLAY FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE PERCENT (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-1557 (MODIFIED PROCTOR METHOD), OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER. EMBANKMENT MATERIAL FOR BUILDING PADS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM DESIGNATION D-1557 (MODIFIED PROCTOR METHOD) OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOIL ENGINEER.

10. EMBANKMENT MATERIAL (RANDOM FILL) WITHIN NON-STRUCTURAL FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY PERCENT (90%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-157 (MODIFIED PROCTOR METHOD).

11. THE SUB GRADE FOR PROPOSED STREET AND PAVEMENT AREAS SHALL BE PROOF-ROLLED BY THE CONTRACTOR AND ANY UNSTABLE AREAS ENCOUNTERED SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE SOILS ENGINEER.

12. SOIL BORING REPORTS, IF AVAILABLE, ARE SOLELY FOR THE INFORMATION AND GUIDANCE OF THE CONTRACTORS. THE OWNER AND ENGINEER MAKE NO REPRESENTATION OR WARRANTY REGARDING THE INFORMATION CONTAINED IN THE BORING LOGS. THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATIONS AND SHALL PLAN HIS WORK ACCORDINGLY. ARRANGEMENTS TO ENTER THE PROPERTY DURING THE BIDDING PHASE MAY BE MADE UPON REQUEST OF THE OWNER. THERE WILL BE NO ADDITIONAL PAYMENT FOR EXPENSES INCURRED BY THE CONTRACTOR RESULTING FROM ADVERSE SOIL OR GROUND WATER CONDITIONS.

13. IT SHALL BE THE RESPONSIBILITY OF THE EXCAVATION CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

PAVING & WALKS

1. WORK UNDER THIS SECTION SHALL INCLUDE FINAL SUBGRADE SHAPING AND PREPARATION: FORMING, JOINTING, PLACEMENT OF ROADWAY AND PAVEMENT BASE COURSE MATERIALS AND SUBSEQUENT BINDER AND/OR SURFACE COURSES; PLACEMENT, FINISHING AND CURING OF CONCRETE; FINAL CLEAN-UP; AND ALL RELATED WORK.

2. ALL PAVING AND SIDEWALK WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS (I.D.O.T.) AND PER LOCAL REGULATIONS.

3. SUBGRADE FOR PROPOSED PAVEMENT SHALL BE FINISHED BY THE EXCAVATION CONTRACTOR TO WITHIN 0.1 FOOT, PLUS OR MINUS, OF THE PLAN ELEVATION. THE PAVING CONTRACTOR SHALL SATISFY HIMSELF THAT THE SUBGRADE HAS BEEN PROPERLY PREPARED AND THAT THE FINISH TOP SUBGRADE ELEVATION HAS BEEN GRADED WITHIN TOLERANCES ALLOWED IN THESE SPECIFICATIONS. UNLESS THE PAVING CONTRACTOR ADVISES THE OWNER AND ENGINEER IN WRITING PRIOR TO FINE GRADING FOR BASE COURSE CONSTRUCTION, IT IS UNDERSTOOD THAT HE HAS APPROVED AND ACCEPTS THE RESPONSIBILITY FOR THE SUBGRADE PRIOR TO PLACEMENT OF PAVEMENT BASE MATERIALS, THE PAVING CONTRACTOR SHALL FINE GRADE THE SUBGRADE SO AS TO INSURE THE PROPER THICKNESS OF PAVEMENT COURSES. NO CLAIMS FOR EXCESS BASE MATERIALS DUE TO IMPROPER SUBGRADE PREPARATION WILL BE HONORED.

4. THE PROPOSED PAVEMENT SHALL CONSIST OF THE SUB-BASE COURSE, BITUMINOUS AGGREGATE BASE COURSE, BITUMINOUS BINDER COURSE. AND BITUMINOUS SURFACE COURSE, OF THE THICKNESS AND MATERIALS AS SPECIFIED ON THE CONSTRUCTION PLANS. PRIME COAT SHALL BE APPLIED TO THE SUB-BASE COURSE AT A RATE OF 0.5 GALLONS PER SQUARE YARD. UNLESS SHOWN AS A BID ITEM, PRIME COAT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "I.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," CURRENT EDITION.

5. AFTER THE INSTALLATION OF THE BASE COURSE, ALL TRAFFIC SHALL BE KEPT OFF THE BASE UNTIL THE BINDER COURSE IS LAID. AFTER INSTALLATION OF THE BINDER COURSE AND UPON INSPECTION AND APPROVAL BY GOVERNING AUTHORITY, THE PAVEMENT SHALL BE CLEANED, PRIMED AND THE SURFACE COURSE LAID. ALL DAMAGED AREAS IN THE BINDER, BASE OR CURB AND GUTTER SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER PRIOR TO LAYING THE SURFACE COURSE. THE PAVING CONTRACTOR SHALL PROVIDE WHATEVER EQUIPMENT AND MANPOWER IS NECESSARY, INCLUDING THE USE OF POWER BROOMS TO PREPARE THE PAVEMENT FOR APPLICATION OF THE SURFACE COURSE. EQUIPMENT AND MANPOWER TO CLEAN PAVEMENT SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT. PRIME COAT ON THE BINDER COARSE SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT AND SHALL BE APPLIED TO THE BINDER AT A RATE OF 0.5 GALLONS PER SQUARE YARD.

6. CURING AND PROTECTION OF ALL EXPOSED CONCRETE SURFACES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

7. SIDEWALKS SHALL BE OF THE THICKNESS AND DIMENSIONS AS SHOWN IN THE CONSTRUCTION PLANS. ALL SIDEWALK CONCRETE SHALL DEVELOP A MINIMUM OF 3,500-PSI COMPRESSIVE STRENGTH AT 28 DAYS. CONTRACTION JOINTS SHALL BE SET AT 5' CENTERS, AND 3/4" PRE-MOLDED FIBER EXPANSION JOINTS SET AT 50' CENTERS AND WHERE THE SIDEWALK MEETS THE CURB, A BUILDING, OR ANOTHER SIDEWALK, OR AT THE END OF EACH POUR. ALL SIDEWALKS CONSTRUCTED OVER UTILITY TRENCHES SHALL BE REINFORCED WITH THREE NO. 5 REINFORCING BARS (10' MINIMUM LENGTH). ALL SIDEWALKS CROSSING DRIVEWAYS SHALL BE A MINIMUM OF 6" THICK AND REINFORCED WITH 6X6 #6 WELDED WIRE MESH. ALL SIDEWALKS SHALL BE BROOM FINISHED. IF A MANHOLE FRAME FALLS WITHIN THE LIMITS OF A SIDEWALK, A BOX-OUT SECTION SHALL BE PLACED AROUND THE MANHOLE FRAME WITH A 3/4" EXPANSION JOINT.

8. BACKFILLING ALONG PAVEMENT SHALL BE THE RESPONSIBILITY OF THE EARTHWORK CONTRACTOR.

9. IT SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIAL AND DEBRIS, WHICH RESULTS FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

10. TESTING OF THE SUB-BASE, BASE COURSE, BINDER COURSE, SURFACE COURSE AND CONCRETE WORK SHALL BE REQUIRED IN ACCORDANCE WITH THE "I.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" CURRENT EDITION, AND IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS OF THE GOVERNING MUNICIPALITY. A QUALIFIED TESTING FIRM SHALL BE EMPLOYED BY THE OWNER TO PERFORM THE REQUIRED TESTS.

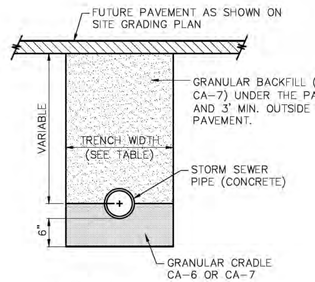
11. PAINTED PAVEMENT MARKINGS AND SYMBOLS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 1095 OF IDOT STANDARD SPECIFICATIONS, OR THE TYPE AND COLOR AS NOTED ON THE CONSTRUCTION PLANS.

12. PAINTED PAVEMENT MARKINGS AND SYMBOLS SHALL BE INSTALLED ONLY WHEN THE AMBIENT AIR TEMPERATURE IS 40 DEGREES FAHRENHEIT AND THE FORECAST CALL FOR RISING TEMPERATURES.

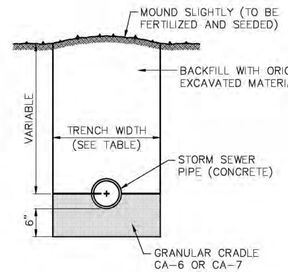
13. ALL EXISTING CURB AND PAVEMENT SHALL BE PROTECT DURING CONSTRUCTION. ANY DAMAGE TO THE CURB OR PAVEMENT WILL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

14. ANY SIDEWALK THAT IS DAMAGED OR NOT ADA COMPLIANT, INCLUDING SIDEWALK RAMPS, MUST BE REPLACED PRIOR TO FINAL INSPECTION APPROVAL.

INSIDE DIAMETER OF STORM SEWER (INCHES)	MAXIMUM TRENCH WIDTH
6	3'-2"
8	3'-2"
12	3'-4"
15	3'-6"
18	3'-10"
21	4'-4"
24	4'-8"
27	4'-11"
30	5'-3"
36	6'-4"
42	6'-11"
48	7'-6"
54	8'-7"
60	9'-2"
66	9'-9"
72	10'-4"
78	10'-11"
84	11'-6"
90	12'-1"
96	12'-8"
102	13'-3"
108	13'-10"



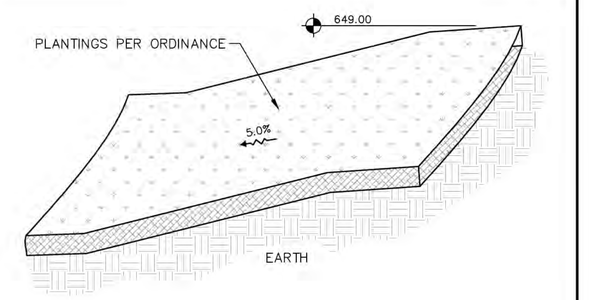
ALL PAVED AREAS

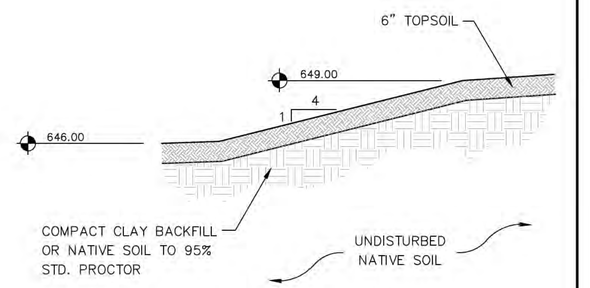


NON-PAVED AREAS

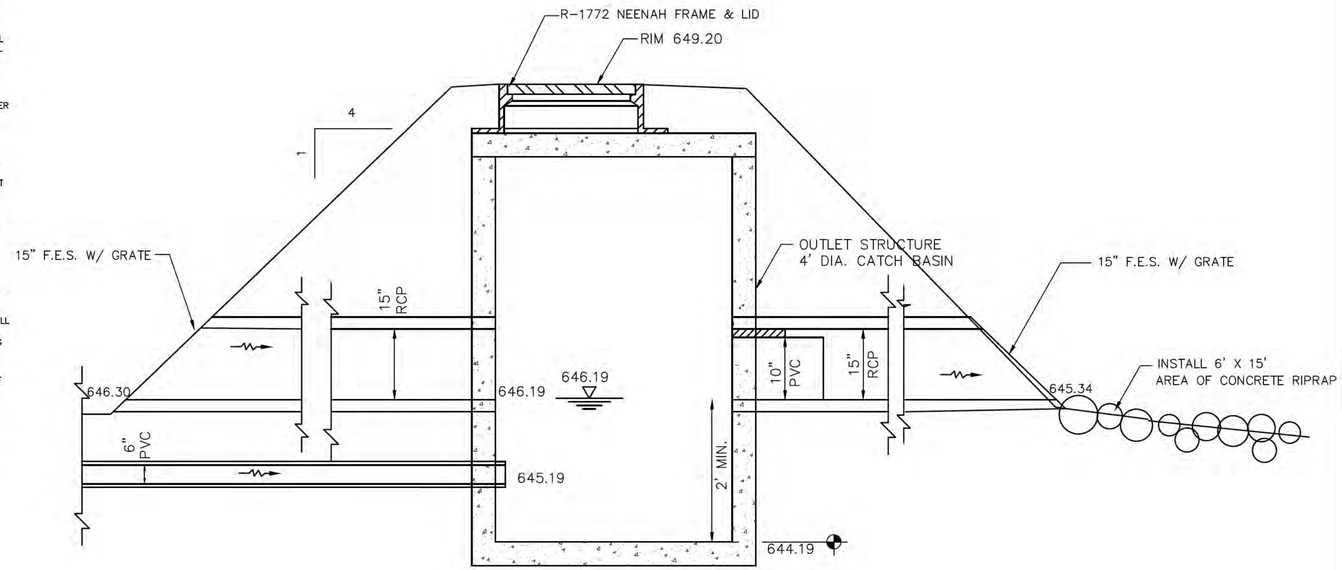
TRENCH DETAILS - STORM SEWER

N.T.S.





ALL DISTURBED AREAS SHALL BE SEEDED WITH IDOT CLASS 1A SEEDMIX



OUTFALL STRUCTURE WITH PVC RESTRICTOR

N.T.S.

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS

NO.	DATE	NOTES
1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

GENERAL NOTES & DETAILS

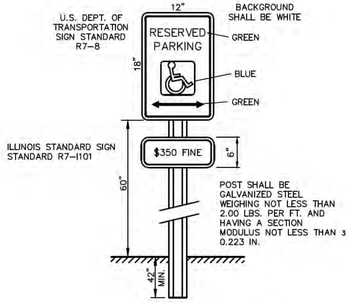
TEBRUGGE ENGINEERING

TITLE: DETENTION POND CROSS SECTION

DATE:
DATE:
DATE:
DATE:

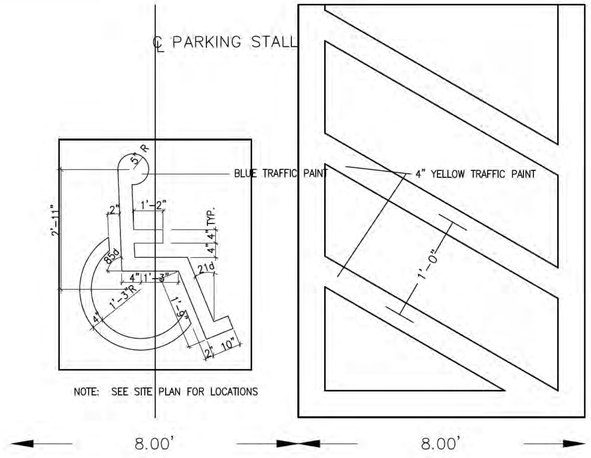
PROJECT NO. 23 555 01
SCALE: NTS
DATE: JAN 22, 2024

SHEET NO. 11 OF 12 SHEETS



LOCATE SIGN AT EACH END OF HANDICAP PARKING AREA, 2 FT. FROM EDGE OF PAVEMENT

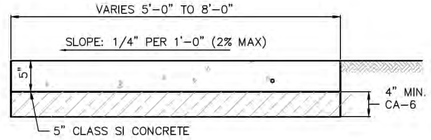
HANDICAP PARKING SIGN



NOTE: SEE SITE PLAN FOR LOCATIONS

HANDICAPPED PARKING DETAIL

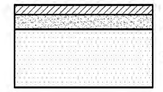
N.T.S.



NOTES:
1. INSTALL TOOL JOINTS EVERY 5' CONCRETE TO BE 6" THICK AT DRIVEWAYS.
2. ANY SIDEWALK THAT IS DAMAGED OR NOT ADA COMPLIANT, INCLUDING SIDEWALK RAMPS, MUST BE REPLACED PRIOR TO FINAL INSPECTION APPROVAL.

SIDEWALK

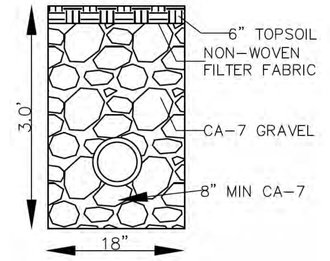
N.T.S.



1 1/2" HMA IL-9.5, N-50 SURFACE COURSE
2 1/2" HMA IL-19, N-50 BINDER COURSE

10" AGGREGATE COURSE, TYPE A, CA-6

TYPICAL PAVEMENT DETAIL

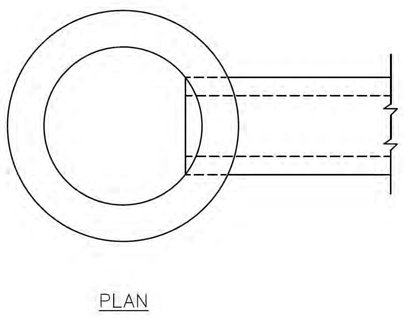


POND DRAINTILE DETAIL
NTS

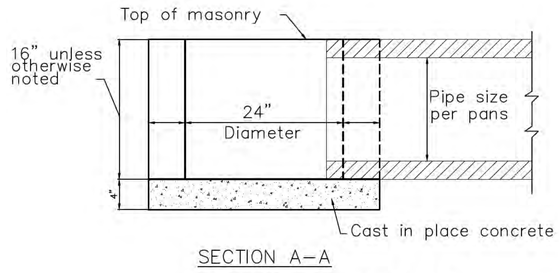
PRECAST REINFORCED CONCRETE FLARED END SECTION

PIPE DIA.	APPROX. QTY. LBS.	WALL	A	B	C	D	E	G	R	APPROX. SLOPE
12	530	2	4	24	4'-0 7/8"	6'-0 7/8"	24	2	9	1:2.4
15	740	2 1/4	6	27	3'-10"	6'-1"	30	2 1/4	11	1:2.4
18	990	2 1/2	9	27	3'-10"	6'-1"	36	2 1/2	12	1:2.4
21	1280	2 3/4	9	35	38	6'-1"	3'-6"	2 3/4	13	1:2.4
24	1520	3	9 1/2	3'-7 1/2"	30	6'-1 1/2"	4'-0"	3	14	1:2.5
27	1930	3 1/4	10 1/2	4'-0"	25 1/2	6'-1 1/2"	4'-6"	3 1/4	14 1/2	1:2.4
30	2190	3 1/2	12	4'-6"	19 3/4	6'-1 3/4"	5'-0"	3 1/2	15	1:2.5
33	3200	3 3/4	13 1/2	4'-10 1/2"	39 1/4	8'-1 3/4"	5'-6"	3 3/4	17 1/2	1:2.5
36	4100	4	15	5'-3'	34 3/4	8'-1 3/4"	6'-0"	4	20	1:2.5
42	5380	4 1/2	21	5'-3"	35	8'-2"	6'-6"	4 1/2	22	1:2.5
48	6550	5	24	6'-0"	26	8'-2"	7'-0"	5	22	1:2.5
54	8240	5 1/2	27	5'-5'	35	8'-4"	7'-6"	5 1/2	24	1:2.0
60	8730	6	35	5'-0"	39	8'-3"	8'-0"	5	*	1:1.9
66	10710	6 1/2	30	6'-0"	27	8'-3"	8'-6"	5 1/2	*	1:1.7
72	12520	7	36	6'-6"	21	8'-3"	9'-0"	6	*	1:1.8
78	14770	7 1/2	36	7'-6"	21	9'-3"	9'-6'	6 1/2	*	1:1.8
84	18160	8	36	7'-6 1/2"	21	9'-3 1/2"	10'-0"	6 1/2	*	1:1.6

* RADIUS AS FURNISHED BY MANUFACTURER



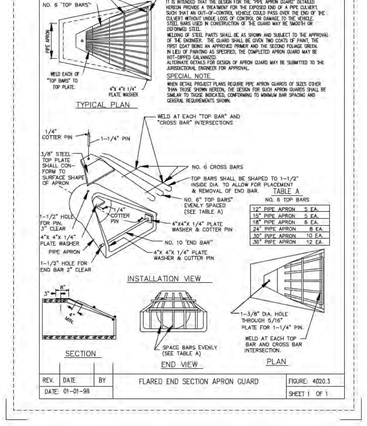
PLAN

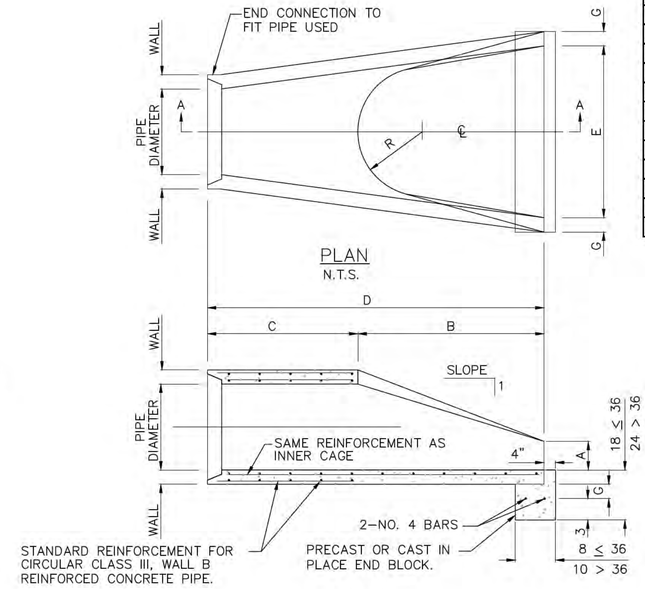


SECTION A-A

TYPE A INLET

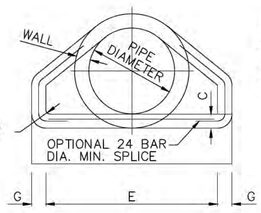
N.T.S.





SECTION A-A

N.T.S.



END VIEW

N.T.S.

GENERAL NOTES

ALL SLOPE RATIOS ARE EXPRESSED AS UNITS OF VERTICAL DISPLACEMENT TO UNITS OF HORIZONTAL DISPLACEMENT (V:H).

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SHOWN.

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS NO.	DATE	NOTES
1	3.20.24	KENDALL COUNTY REVIEW LETTER 2.22.24
2	3.22.24	KENDALL COUNTY PARKING MODIFICATIONS 3.21.24

PREPARED FOR:
FOX VALLEY FAMILY YMCA, INC
3875 ELDAMAIN RD, PLANO, IL

YMCA EAST SITE PLAN

GENERAL NOTES & DETAILS II

PROJECT NO. 23 555 01
SCALE: NTS
DATE: JAN 22, 2024

SHEET NO. 12 OF 12 SHEETS

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

ORDINANCE NO. 2020-45

AN ORDINANCE APPROVING SETTLEMENT AND JUDGMENT ORDER
IN THE MATTER OF FOX VALLEY YMCA, INC. vs. UNITED CITY OF YORKVILLE

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 8th day of September, 2020

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on September 16, 2020.

Ordinance No. 2020-45

AN ORDINANCE APPROVING SETTLEMENT AND JUDGMENT ORDER
IN THE MATTER OF FOX VALLEY FAMILY YMCA, INC. vs. UNITED CITY OF YORKVILLE

WHEREAS, in 2001, the United City of Yorkville, Kendall County, Illinois (the "*City*") annexed approximately 633 acres of territory, 27.15 acres of which was acquired by the Fox Valley Family YMCA, Inc. in 2014 and 2015 (the "*Plaintiff*"); and,

WHEREAS, the Plaintiff petitioned the City to de-annex the 27.15 acres from the City on the basis that the de-annexation of this area would not disrupt any municipal services, result in the isolation of any properties within the City's boundaries, disrupt growth prospects or result in a loss of revenue; and,

WHEREAS, the City maintained that it was not in the best interest to permit the de-annexation and the Plaintiff commenced legal proceedings before the Circuit Court of Kendall County, Illinois; and,

WHEREAS, after many discussions regarding the future use of this acreage, the Plaintiff and the City have agreed on terms to settle the matter of de-annexation as proposed in the Settlement and Judgment Order attached hereto and made a part hereof; and,

WHEREAS, the Mayor and City Council have reviewed the proposed Settlement and Judgment Order and believe it to be in the best interests of the City to proceed with the settlement of this matter in accordance with the terms set forth therein.

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 Settlement and Judgment Order by and between the Fox Valley Family YMCA, Inc., an Illinois not-for-profit corporation, Plaintiff, and The United City of

Yorkville, an Illinois corporation in the form attached hereto and presented to this meeting is hereby approved and the Mayor is hereby authorized to execute said Agreement.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 8th day of September, A.D. 2020.

Lisa Pickering
CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 15th day of SEPTEMBER, A.D. 2020.

MAYOR

Attest:

Lisa Pickering
CITY CLERK

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

202000019710
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED: 10/6/2020 03:13 PM
ORD: 57.00 RHSPS FEE: 10.00
PAGES: 7

IN THE CIRCUIT COURT FOR THE TWENTY THIRD JUDICIAL CIRCUIT
KENDALL COUNTY, ILLINOIS

FILED IN OPEN COURT
OCT 01 2020
ROBYN INGEMUNSON
CIRCUIT CLERK KENDALL CO.

FOX VALLEY FAMILY YMCA, Inc., an Illinois not-for-profit corporation,

Plaintiff,

v.

THE UNITED CITY OF YORKVILLE, an Illinois municipal corporation,

Defendant.

Case No. 2016 MR 162

SETTLEMENT AND JUDGMENT ORDER

THIS CAUSE having come on to be heard by this Honorable Court by and through Plaintiff's Attorney, Law Offices of Daniel J. Kramer and Defendant having been represented by Michelle LaGrotta; and the Court having considered the positions of the parties in various Pre-trials; and the parties arriving at a settlement of all issues in this cause, hereby agree to enter into this Settlement Agreement and Judgment Order by Consent:

SETTLEMENT AGREEMENT

In total settlement of the issues between the parties hereby agree as follows:

A. Plaintiff and Defendant agree that the subject real property owned by the Fox Valley Family YMCA, Inc., as described in the attached *Exhibit A*, and located within the United City of Yorkville, Bristol Township, Kendall County, Illinois (the "*Subject Property*"), shall be de-annexed from the City limits of the United City of Yorkville, subject to the following conditions:

1. Unless one of the exemptions as hereinafter stated in paragraph 3 shall apply, the Plaintiff agrees that in the event the Plaintiff sells, conveys, leases, gifts or transfers title to the Subject Property or at any time hereafter sells, conveys, leases, gifts or transfers any portion of the Subject Property, the Plaintiff shall, prior to any such sale, conveyance, lease, gift or transfer, join with the grantee or lessee (as the case may be) to petition the United City of Yorkville to annex the Subject Property to the United City of Yorkville or prior to the sale, conveyance, lease, gift or transfer of any portion of the Subject Property, Plaintiff shall join with the grantee or lessee to petition the United City of Yorkville to annex such portion of the Subject Property to the United City of Yorkville without any conditions, it being understood that the Plaintiff, its successors and assigns and the grantee or the lessee shall not withdraw any petition to annex the Subject Property or any portion thereof. In the event the transfer of title to the Subject Property, or any portion thereof, does not occur, for any reason, the Subject Property shall be de-annexed once again.

2 Upon annexation, the Subject Property or any portion thereof shall be zoned B-3 under the Yorkville Municipal Code.

3. The following transactions shall be exempt from the provisions in paragraph 1 above:

(i) any lease of a room or rooms within a structure owned by the Plaintiff or the lease of a structure owned by the Plaintiff to an organization rendering services in furtherance of the Plaintiff's mission ;

(ii) any sale, conveyance, lease, gift or transfer to a not-for-profit organization providing services as provided by the Plaintiff, it being understood that such not-for-profit organization shall be bound by this Settlement and Judgment Order regarding any future sale, conveyance, lease, gift or transfer; or,

(iii) any conveyance resulting from a merger of the Plaintiff with another not-for-profit organization which new entity shall provide the services as provided by the Plaintiff, it being understood that the new not-for-profit organization shall be bound by this Settlement and Judgment Order regarding any future sale, conveyance, lease, gift or transfer.

2. Plaintiff and Defendant shall each be responsible for payment of their respective Attorney's fees and costs incurred in this action.

B. This Settlement Agreement shall run with the land and be binding upon the successors and assigns of each party hereto.

Fox Valley YMCA, Inc.

Authorized Representative

Daniel J. Kramer, Law Offices of
Daniel J. Kramer, Attorney for
Plaintiff

United City of Yorkville, an Illinois
municipal corporation

Mayor

Attest:

City Clerk

Michelle LaGrotta, Attorney for the
United City of Yorkville

Law Offices of
Daniel J. Kramer
1107A South Bridge Street
Yorkville, Illinois 60560
630.553.9500
dkramer@dankramerlaw.com

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

OFFICIAL SEAL
JORI M BEHLAND
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/22/20

This instrument was acknowledged before me this 15th day of September, 2020, by
John Purcell

Notary Public

My Commission Expires:

11/22/20

This instrument was prepared by and after recording, mail this instrument:

Law Offices of
Daniel J. Kramer
1107A South Bridge Street
Yorkville, Illinois 60560
630.553.9500
dkramer@dankramerlaw.com

October 2, 2020

John F. McAdams

Exhibit "A"

Parcel ID(s): 02-10-300-010 7.89 Acres Vacant Land, Yorkville, Illinois 60560

That part of the Southwest Quarter of Section 10, Township 37 North, Range 7 East of the Third Principal Meridian, in the Township of Bristol, Kendall County, Illinois, described as follows:

Commencing at the Southwest corner of the North Half of the Southwest Quarter of Section 10; thence North along the West line of said Section 2327.17 feet to the centerline of Galena Road (formerly known as Blackberry and Little Rock Road), thence Southeasterly along said centerline to the Northerly extension of the East line of Cannonball Trail per Document Number 99886 for the point of beginning; thence continuing Southeasterly along said centerline, to the East line of the Southwest Quarter of said Section; thence continuing Southeasterly along said centerline, 251.46 feet; thence South parallel with the East line of said Southwest Quarter, to a line parallel with and 385.00 feet Southwesterly of, as measured at right angles to, the center line of Galena Road; thence Northwesterly along said parallel line to the Easterly line of Cannonball Trail per Document Number 99886; thence Northeasterly along said Easterly line and the Northeasterly extension thereof, to the point of beginning;

Except that part falling in the following described property: That part of Section 10, Township 37 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the West line of the lands conveyed to Jerry W. Rider by Warranty Deed dated October 15, 1911, recorded as Document Number 887135 with a line that is 35 feet Southerly and parallel with the centerline of Galena Road; thence South 01 degrees 14 minutes 59 seconds East 380.07 feet along said West line to the point of beginning; thence South 01 degrees 14 minutes 59 seconds East, 686.83 feet along said West line; thence South 87 degrees 52 minutes 17 seconds West, 1179.64 feet to a line that is 35 feet Easterly and parallel with the center line of Cannonball Trail; thence North 11 degrees 32 minutes 00 seconds East, 1120.36 feet along said parallel line; thence South 39 minutes 22 seconds East, 1009.05 feet to the point of beginning.

AND

Parcel ID(s): 02-10-300-014 19.26 Acres Vacant Land, Yorkville, Illinois 60560

THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE NORTH 89 DEGREES 04 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 2661.12 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 03 MINUTES 35 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST ¼ 117.50 FEET TO THE CENTER LINE OF GALENA ROAD AS MONUMENTED; THENCE SOUTH 67 DEGREES 13 MINUTES 12 SECONDS EAST ALONG SAID CENTER LINE 254.02 FEET TO A POINT ON A MONUMENTED LINE THAT IS 234.10 FEET EASTERLY OF (AS MEASURED PERPENDICULARLY

THERETO) AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 03 MINUTES 35 SECONDS EAST ALONG SAID PARALLEL LINE, 417.75 FEET TO POINT ON A LINE THAT IS 385.00 FEET SOUTHWESTERLY OF (AS MEASURED PERPENDICULARLY THERETO) AND PARALLEL WITH THE CENTER LINE OF GALENA ROAD, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 03 MINUTES 35 SECONDS EAST ALONG SAID MONUMENTED PARALLEL LINE 686.72 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE SOUTH 89 DEGREES 03 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2, 705.38 FEET; THENCE NORTH 0 DEGREES 56 MINUTES 08 SECONDS WEST, 245.00 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 52 SECONDS WEST, 414.71 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CANNONBALL TRAIL PER DOCUMENT NUMBER 99886; THENCE NORTH 12 DEGREES 43 MINUTES 19 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 699.84 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 442.50 FEET, WHICH CHORD BEARS NORTH 20 DEGREES 11 MINUTES 27 SECONDS EAST, AN ARC LENGTH OF 115.73 FEET; THENCE NORTH 12 DEGREES 43 MINUTES 19 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY PER VACATION DOCUMENT DATED MAY 14, 2001, 51.75 FEET TO A POINT ON A LINE THAT IS 385.00 FEET SOUTHWESTERLY OF (AS MEASURED PERPENDICULARLY THERETO) AND PARALLEL WITH THE CENTER LINE OF SAID GALENA ROAD; THENCE SOUTH 67 DEGREES 57 MINUTES 16 SECONDS EAST ALONG SAID PARALLEL LINE 290.55 FEET TO A BEND POINT IN SAID PARALLEL LINE; THENCE SOUTH 67 DEGREES 13 MINUTES 12 SECONDS EAST ALONG SAID PARALLEL LINE, 703.39 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS

April 3, 2024

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

Re: YMCA East
Final Engineering Review – 1st Submittal
United City of Yorkville

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Final Engineering Plans (12 Sheets) dated March 22, 2024, prepared by Tebrugge Engineering.

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering and land surveying 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 are typically required during final engineering and should be provided to the City when obtained.
    - IEPA NPDES General Construction Permit may be required. The Notice of Intent must be filed with IEPA 30 days prior to the start of construction.
    - Stormwater permit application in accordance with the Yorkville Storm Water Management Ordinance (Kendall Countywide Ordinance)
    - Kendall County Health Department Septic System and Well Permits
    - Kendall County Highway Department Access Permit
2. The following are typically required during final engineering and should be provided:
    a. Photometric Plan
    b. Landscape Plan
    c. Truck turning exhibits for emergency vehicles
    d. Stormwater Report

e. Wetland Report

f. Drain Tile Survey

Final Engineering Plans

Sheet 3 – Stormwater Pollution Prevention Plan

3. Show inlet protection as needed.

4. Show culvert inlet protection as needed.

5. Indicate the areas that require erosion control blanket.

6. Show the location of the concrete washout.

7. Include ditch checks for the proposed swales.

Sheet 4 – Stormwater Pollution Prevention Plan

8. Include a detail for culvert protection.

9. Include a detail for ditch checks.

Sheet 5 – Overall Civil Site Plan

10. Add a data table noting the planned parking spaces.

11. Show hatching for the proposed pavement.

12. Include any proposed pavement striping and signage.

13. The existing City easements should be shown on the plan.

14. The location of the proposed well should be shown.

Sheet 8 – Overall Grading Plan

15. The swale along Cannonball Trail north of the drive aisle should have a 646 contour shown based on the invert of the culverts.

16. The swale along Cannonball Trail south of the drive aisle should have 648 & 647 contours shown based on the invert of the culvert.

17. The Overall Grading Plan does not show all of the grading on the south end of the site.

18. The west corner of the detention basin doesn't have the required foot of freeboard based on the HWL shown.

19. The detention basin overflow will require a concrete curtain wall per the Unified Development Ordinance (UDO).

Sheet 11 – General Notes and Details

20. The detention pond cross section should have the top of bottom elevation at 649.15 if the HWL is 648.15. Show the HWL on the detail as well.

The plans should be revised and resubmitted to our office for review. If you have any questions or require additional information, please call 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)
TNP, PGW2, EEI (Via e-mail)

Yorkville Municipal Boundary

Yorkville Planning Boundary

Yorkville/Sugar Grove
Oct. 25, 2016 - Oct. 25, 2036

Yorkville/Oswego
Jan. 25, 2002 - Sept. 1, 2021 *EXPIRED*

Yorkville/Plainfield
Nov. 24, 2020 - Nov. 24, 2040

Yorkville/Montgomery
Nov. 26, 2007 - Nov. 26, 2027

Yorkville/Plano
Feb. 27, 2020 - Feb 27, 2040

SUGAR GROVE
AURORA
47
MONTGOMERY
PLANO
34
71
OSWEGO
126
MILLBROOK
47
71
JOLIET
PLATTVILLE

YORKVILLE SURROUNDING BOUNDARY AGREEMENTS

United City of Yorkville, Illinois

ADDRESS: 800 Game Farm Road, Yorkville Illinois

DATE: June 30, 2020

DATA: All permit data and geographic data are property of the United City of Yorkville

LOCATION: (I:)//Community Development/Boundary Agreements/Master Boundary Agreement Map

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #8

Tracking Number

EDC 2024-33

Agenda Item Summary Memo

Title: PZC 2024-10 – Kendall County Petition 24-05 (George and Heidi Oliver)

Meeting and Date: Economic Development Committee – May 7, 2024

Synopsis: 1.5-Mile Review of a 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: Sara Mendez (Name) Community Development (Department)

Agenda Item Notes:

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, post at 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

Memorandum

To: Economic Development Committee
From: Sara Mendez, Planner I
Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: March 13, 2023
Subject: **PZC 2024-05 – George S. and Heidi R. Oliver**
1.5 Mile Review

SUMMARY:

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioners, George S. and Heidi R. Oliver, are requesting approval of a Plat of Vacation to vacate the public easements between two (2) parcels (Lots 223 and 224) within the Whitetail Ridge subdivision. The purpose of the request is to construct a home in the center of the combined lots. The real property is located at 7709 and 7731 Bentgrass Circle 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.

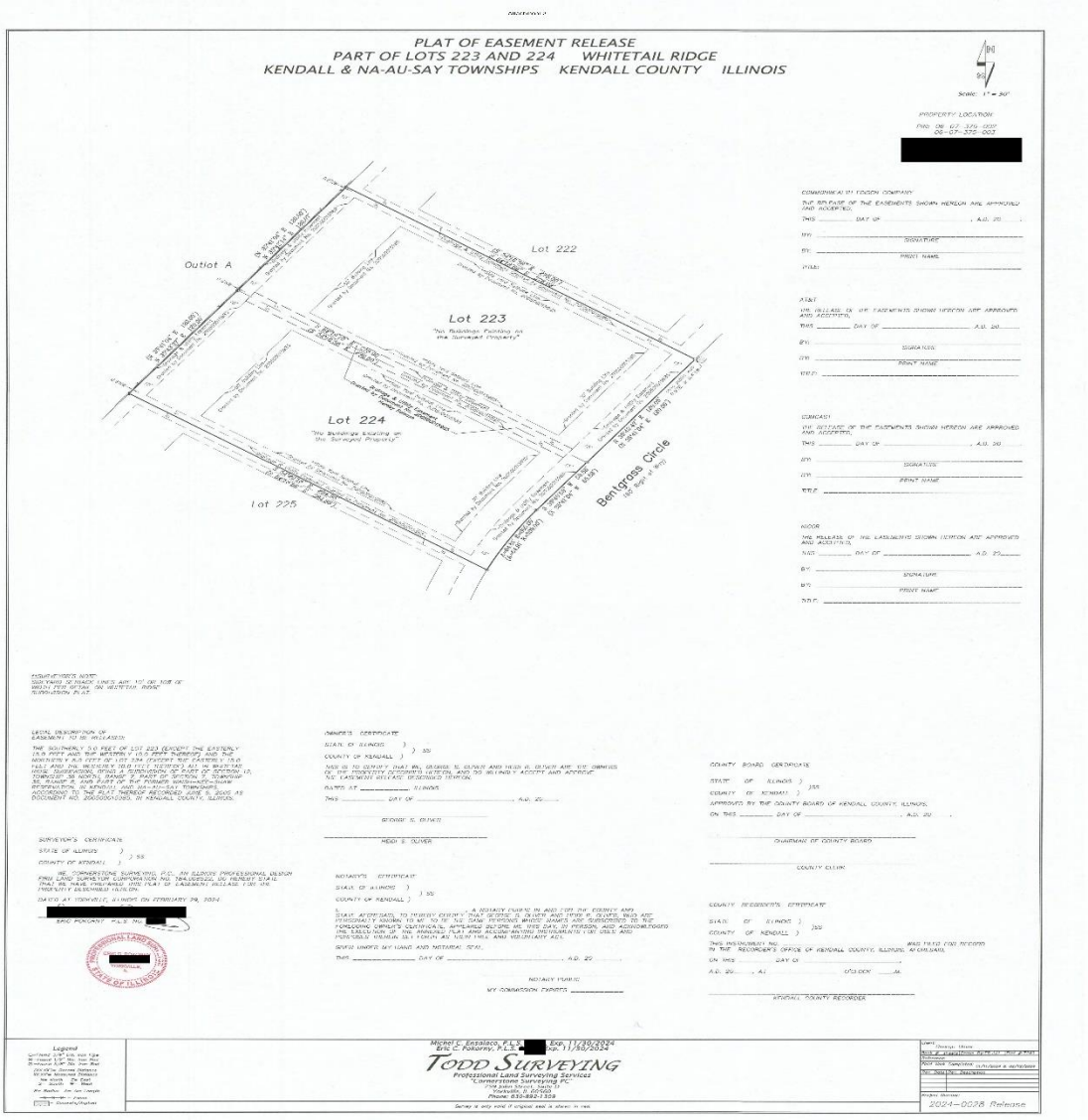
PROPERTY BACKGROUND:

The property is located at 7709 and 7731 Bentgrass Circle in unincorporate Kendall County. The approximately 1.5-acre property, platted as two (2) separate parcels each totaling ~66,960 sq. ft. Currently, the property is unimproved. 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 223 and 224 within the Whitetail Ridge for the purpose of constructing a home in the center of the combined lots. The County's engineering consultant, WBK Engineering, reviewed the vacation of the easement from the drainage perspective proposed and does not oppose the request to vacate the easements. The Whitetail Ridge Homeowners Association (HOA) also is agreeable to the request.



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 an open space 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 generally does not oppose the request. It will not affect the existing drainage within the planned development. 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 May 8, 2024 meeting and the City Council at the May 14, 2024 meeting. This item was delivered to the City on March 20, 2024.

ATTACHMENTS

1. Application with Attachments

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Room 203
Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

Petition 24-05
George S. and Heidi R. Oliver
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 223 and 224 in Whitetail Ridge Subdivision. George and Heidi Oliver own the subject lots and would like to construct a home in the center of the combined lots.

SITE INFORMATION

PETITIONER	George S. and Heidi R. Oliver
ADDRESS	7709 and 7731 Bentgrass Circle, Yorkville (Lots 223 and 224 of Whitetail Ridge)
LOCATION	Approximately 0.10 Miles Southwest of the Intersection of Fairview Drive and Bentgrass Circle on the West Side of Bentgrass Circle



TOWNSHIP	Na-Au-Say Township
PARCEL #s	06-07-375-002 and 06-07-375-003
LOT SIZE	1.5 +/- Acres
EXISTING LAND USE	Residential/Vacant
ZONING	RPD-2

LRMP

Current Land Use	Vacant One-Family Residential
Future Land Use	Rural Residential (Max 0.65 Du/Acre)
Roads	Bentgrass 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 223 and 224

APPLICABLE REGULATIONS: Section 7.06 (Subdivision Control Ordinance)

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Single-Family Residential	RPD-2	Rural Residential (Max 0.65 DU/Acre)	N/A
South	Vacant Single-Family Residential	RPD-2	Rural Residential	N/A
East	Vacant Single-Family Residential	RPD-2	Rural Residential	N/A
West	Open Space (Golf Course)	RPD-2 SU	Open Space (Golf Course)	N/A

The RPD-2 special use is for a golf course.

ACTION SUMMARY

NA-AU-SAY TOWNSHIP
Na-Au-Say Township was emailed information on March 20, 2024.

UNITED CITY OF YORKVILLE
The United City of Yorkville was emailed information on March 20, 2024.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT
The Bristol-Kendall Fire Protection District was emailed information on March 20, 2024.

GENERAL
The application materials are included as Attachment 1. The plat of vacation is included as Attachment 2. The topographic information is included as Attachment 3.

On March 7, 2024, Greg Chismark sent an email stating that he had no objections to the vacation from a drainage perspective. This email is included as Attachment 4.

On March 5, 2024, a representative from the Whitetail Ridge Homeowners' Association submitted an email stating the HOA was agreeable to the requested easement vacation. This email is included as Attachment 5.

As of March 15, 2024, the Petitioner received approval from all of the utilities accept Comed. An email to that effect was included as Attachment 6.

RECOMMENDATION
Staff recommends approval of the requested easement vacation provided that Lots 223 and 224 remain under the same ownership.

ATTACHMENTS
1. Application Materials
2. Plat of Vacation
3. Topographic Information
4. March 7, 2024, Chismark Email
5. March 5, 2024, Whitetail Ridge HOA Email
6. March 15, 2024, Kramer Email

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME Oliver Plat Vacation **FILE #**

NAME OF APPLICANT (Including First, Middle Initial, and Last Name)
George S. Oliver and Heidi R. Oliver

CURRENT LANDOWNER/NAME(s)
George S. Oliver and Heidi R. Oliver

SITE INFORMATION ACRES	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
	7731 Bentgrass Circle, Yorkville, IL 60560 (Lots 223 and 224 Whitetail Ridge Subdivision)	06-07-375-002 & 06-07-375-003

EXISTING LAND USE	CURRENT ZONING	LAND CLASSIFICATION ON LRMP
Vacant Residential Lot	PUD	Residential

REQUESTED ACTION (Check All That Apply):

___SPECIAL USE	___ MAP AMENDMENT (Rezone to ___)	___ VARIANCE
___ADMINISTRATIVE VARIANCE	___ A-1 CONDITIONAL USE for:_____	___ SITE PLAN REVIEW
___ TEXT AMENDMENT	___ RPD (___Concept; ___ Preliminary; ___ Final)	___ ADMINISTRATIVE APPEAL
___ PRELIMINARY PLAT	___ FINAL PLAT	X OTHER PLAT (Vacation, Dedication, etc.)
___ AMENDMENT TO A SPECIAL USE	___ Major; ___ Minor	

PRIMARY CONTACT	PRIMARY CONTACT MAILING ADDRESS	PRIMARY CONTACT EMAIL
Daniel J. Kramer	[redacted]	[redacted]

PRIMARY CONTACT PHONE #	PRIMARY CONTACT FAX #	PRIMARY CONTACT OTHER #(Cell, etc.)
[redacted]	[redacted]	

ENGINEER CONTACT	ENGINEER MAILING ADDRESS	ENGINEER EMAIL

ENGINEER PHONE #	ENGINEER FAX #	ENGINEER OTHER # (Cell, etc.)

I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.

I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. **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 [redacted] DATE

FEE PAID:
CHECK #:

[1] *Primary Contact will receive all correspondence from County*
[2] *Engineering Contact will receive all correspondence from the County's Engineering Consultants*

Date Stamp Here If Checklist Is Complete

202400000919
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED: 01/26/2024 03:08 PM
RECORDING FEE 57.00
RHSP 19.00
STATE TAX 75.00
COUNTY TAX 37.50
PAGES: 3

WARRANTY DEED

Statutory (Illinois)

THE GRANTOR,
B & B LAND DEVELOPMENT, LLC,
An Illinois Limited Liability Company,

Of the United City of Yorkville
in the County of Kendall
and State of Illinois

Fidelity National Title [redacted]

for and in consideration of Ten and 00/100 Dollars in hand paid, **CONVEY AND WARRANT TO**

George S. Oliver and Heidi R. Oliver, Husband and Wife each as to an undivided one-half interest as Tenants in Common

whose address is: [redacted]

all interest in the following described Real Estate situated in the County of Kendall In the State of Illinois, to wit:

See attached legal description

SUBJECT TO: Existing easements, covenants, and restrictions of record, and 2023 and subsequent years real estate taxes.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number: 06-07-375-003
Address of Real Estate: 7731 Bentgrass Circle, Yorkville, Illinois 60560

Dated this 26th Day of January, 2024.

WARRANTY DEED

Statutory (Illinois)

THE GRANTOR,
B & B LAND DEVELOPMENT, LLC,
An Illinois Limited Liability Company,

Of the United City of Yorkville
in the County of Kendall
and State of Illinois

for and in consideration of Ten and 00/100 Dollars in hand paid, **CONVEY AND WARRANT TO**

George S. Oliver and Heidi R. Oliver, Husband and Wife each as to an undivided one-half interest as Tenants in Common

whose address is: [redacted]

all interest in the following described Real Estate situated in the County of Kendall In the State of Illinois, to wit:

See attached legal description

SUBJECT TO: Existing easements, covenants, and restrictions of record, and 2023 and subsequent years real estate taxes.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number: 06-07-375-003
Address of Real Estate: 7731 Bentgrass Circle, Yorkville, Illinois 60560

Dated this 26th Day of January, 20 24.

[redacted]

FIDELITY NATIONAL TITL

B & B LAND DEVELOPMENT, LLC

BY: [redacted]
PAUL D. BUCK, Manager

Warranty Deed - Statutory

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT PAUL D. BUCK personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered this instrument as his 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 this 16th day of January, 20 24.

[redacted]
Notary Public

"OFFICIAL SEAL"
COLLEEN T HANSON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 979188
MY COMMISSION EXPIRES 10/6/2027

SEND SUBSEQUENT TAX BILLS TO:
GRANTEES' ADDRESS
George S. Oliver and Heidi R. Oliver
[redacted]

THIS DOCUMENT PREPARED BY;
AFTER RECORDING RETURN TO:
Law Offices of Daniel J. Kramer
[redacted]

202400000922
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED: 01/26/2024 03:26 PM
RECORDING FEE 57.00
RHSP 19.00
STATE TAX 65.00
COUNTY TAX 32.50
PAGES: 2

Prepared by:
Attorney Richard C. Claahsen
LAW OFFICE OF RICHARD C. CLAAHSEN
[redacted]

After Recording Return to:
Attorney Daniel J. Kramer
Law Offices of Daniel J. Kramer
[redacted]

Grantee's Address and send Tax Bills to:
George S. Oliver & Heidi R. Oliver
[redacted]

Fidelity National Title [redacted]

WARRANTY DEED

The Grantor, RICHARD J. NIEMIEC, a married man, of Oswego, Illinois, for and in consideration of Ten and NO/100ths Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Conveys and Warrants to the Grantees, GEORGE S. OLIVER and HEIDI R. OLIVER, a married couple of [redacted], not as Tenants in Common and not as Joint Tenants with Rights of Survivorship, but as TENANCY BY THE ENTIRETY, the property described herein situated in Kendall County, Illinois:

LOT 223 WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36, RANGE 7, PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

PIN: 06-07-375-002

Common Address: 223 Bentgrass Circle, Yorkville IL 60560

SUBJECT TO: Covenants, conditions, and restrictions of record, easements, and building line setbacks, property taxes for 2024 and subsequent years, laws, ordinances and regulations governing the use of the land.

THIS IS NOT HOMESTEAD PROPERTY

Dated: January 22 2024

[redacted]
RICHARD J. NIEMIEC

FIDELITY NATIONAL TITLE [redacted]

Prepared by:
Attorney Richard C. Claahsen
LAW OFFICE OF RICHARD C. CLAAHSEN
[redacted]

After Recording Return to:
Attorney Daniel J. Kramer
Law Offices of Daniel J. Kramer
[redacted]

Grantee's Address and send Tax Bills to:
George S. Oliver & Heidi R. Oliver
[redacted]

WARRANTY DEED

The Grantor, RICHARD J. NIEMIEC, a married man, of Oswego, Illinois, for and in consideration of Ten and NO/100ths Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Conveys and Warrants to the Grantees, GEORGE S. OLIVER and HEIDI R. OLIVER, a married couple o[redacted] not as Tenants in Common and not as Joint Tenants with Rights of Survivorship, but as TENANCY BY THE ENTIRETY, the property described herein situated in Kendall County, Illinois:

LOT 223 WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36, RANGE 7, PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

PIN: 06-07-375-002

Common Address: 223 Bentgrass Circle, Yorkville IL 60560

SUBJECT TO: Covenants, conditions, and restrictions of record, easements, and building line setbacks, property taxes for 2024 and subsequent years, laws, ordinances and regulations governing the use of the land.

THIS IS NOT HOMESTEAD PROPERTY

Dated: January 22, 2024

[redacted]
RICHARD J. NIEMIEC

[redacted]

STATE OF ILLINOIS)
) *ss.*
COUNTY OF KENDALL)

The undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that RICHARD J. NIEMIEC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act for the uses and purposes set forth.

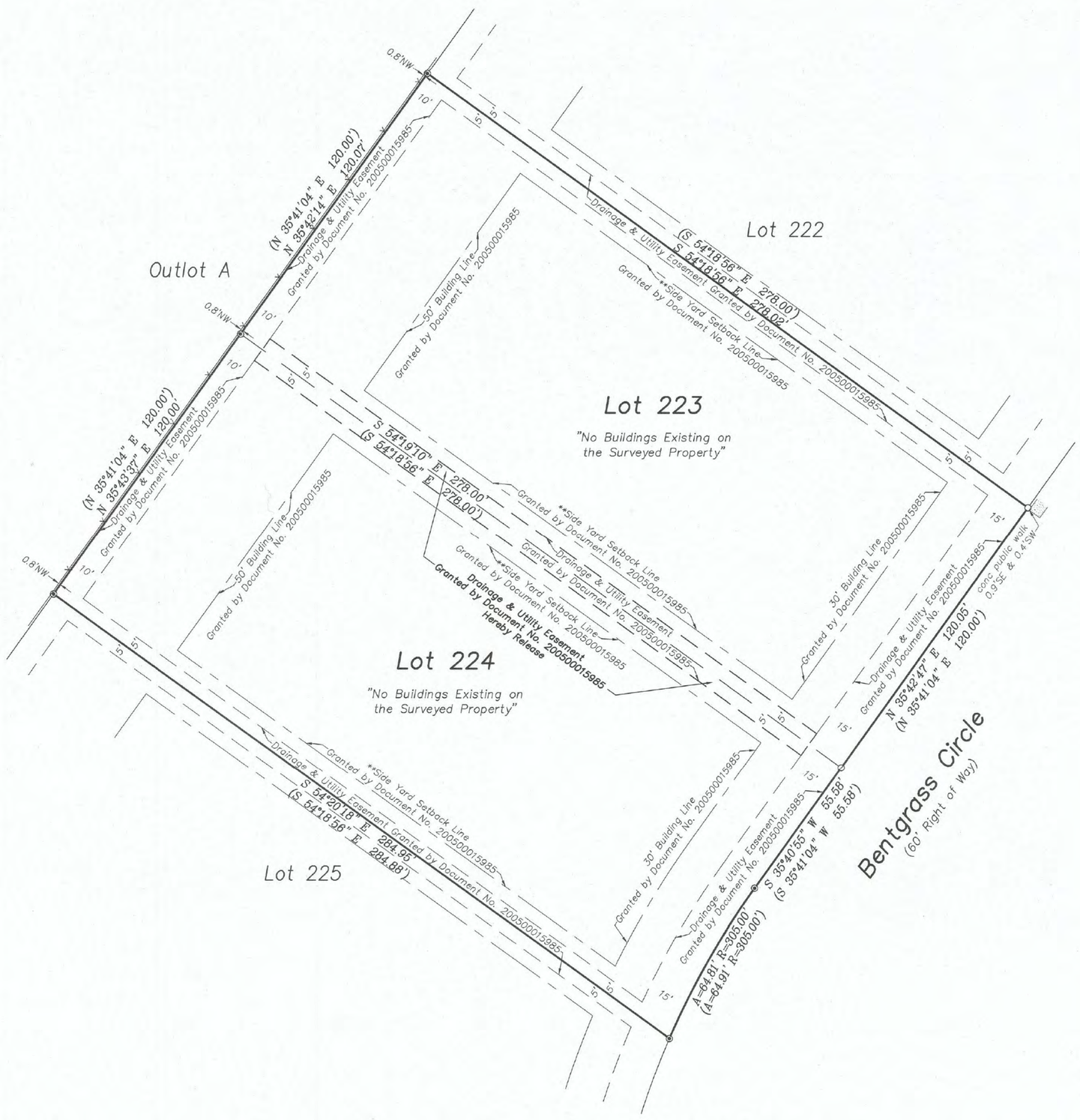
Given under my hand and

Notarial Seal on January 22, 2024

[redacted]
Notary Public

OFFICIAL SEAL
RICHARD C CLAAHSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/23/2026

PLAT OF EASEMENT RELEASE
PART OF LOTS 223 AND 224 WHITETAIL RIDGE
KENDALL & NA-AU-SAY TOWNSHIPS KENDALL COUNTY ILLINOIS



Scale: 1" = 30'

PROPERTY LOCATION:

PIN: 06-07-375-002
06-07-375-003

[redacted]

COMMONWEALTH EDISON COMPANY

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS _____ DAY OF _____, A.D. 20____.

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____

AT&T

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS _____ DAY OF _____, A.D. 20____.

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____

COMCAST

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS _____ DAY OF _____, A.D. 20____.

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____

NICOR

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS _____ DAY OF _____, A.D. 20____.

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____

**SURVEYOR'S NOTE:
SIDEYARD SETBACK LINES ARE 10' OR 10% OF WIDTH PER DETAIL ON WHITETAIL RIDGE SUBDIVISION PLAT.

LEGAL DESCRIPTION OF EASEMENT TO BE RELEASED:

THE SOUTHERLY 5.0 FEET OF LOT 223 (EXCEPT THE EASTERLY 15.0 FEET AND THE WESTERLY 10.0 FEET THEREOF) AND THE NORTHERLY 5.0 FEET OF LOT 224 (EXCEPT THE EASTERLY 15.0 FEET AND THE WESTERLY 10.0 FEET THEREOF) ALL IN WHITETAIL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7, TOWNSHIP 36, RANGE 8, 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 NO. 200500015985, IN KENDALL COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY STATE THAT WE HAVE PREPARED THIS PLAT OF EASEMENT RELEASE FOR THE PROPERTY DESCRIBED HEREON.

DATED AT YORKVILLE, ILLINOIS ON FEBRUARY 29, 2024.

[redacted]
ERIC POKORNY P.L.S. NO. [redacted]

PROFESSIONAL LAND SURVEYOR
ERIC C. POKORNY
[redacted]
YORKVILLE, IL
STATE OF ILLINOIS

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

THIS IS TO CERTIFY THAT WE, GEORGE S. OLIVER AND HEIDI R. OLIVER ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON, AND DO WILLINGLY ACCEPT AND APPROVE THE EASEMENT RELEASE DESCRIBED HEREON.

DATED AT _____, ILLINOIS

THIS _____ DAY OF _____, A.D. 20____.

_____
GEORGE S. OLIVER

_____
HEIDI S. OLIVER

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, TO HEREBY CERTIFY THAT GEORGE S. OLIVER AND HEIDI R. OLIVER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING OWNER'S CERTIFICATE, APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR USES AND PURPOSES THEREIN SET FORTH AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL,

THIS _____ DAY OF _____, A.D. 20 _____.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____.

COUNTY BOARD CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

APPROVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS,

ON THIS _____ DAY OF _____, A.D. 20_____.

_____
CHAIRMAN OF COUNTY BOARD

_____
COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, AFORESAID,

ON THIS _____ DAY OF _____,

A.D. 20____, AT _____ O'CLOCK ____.M.

_____
KENDALL COUNTY RECORDER

Legend

○=Found 3/4" Dia. Iron Pipe
◉=Found 1/2" Dia. Iron Rod
⊘=Found 5/8" Dia. Iron Rod
(XX.XX')= Record Distance
XX.XX'= Measured Distance
N= North E= East
S= South W= West
R= Radius A= Arc Length
-X-X-X- = Fence
= Concrete/Asphalt

Michel C. Ensalaco, P.L.S. [redacted] Exp. 11/30/2024
Eric C. Pokorny, P.L.S. [redacted] Exp. 11/30/2024

TODD SURVEYING
Professional Land Surveying Services
"Cornerstone Surveying PC"
759 John Street, Suite D
Yorkville, IL 60560
Phone: 630-892-1309

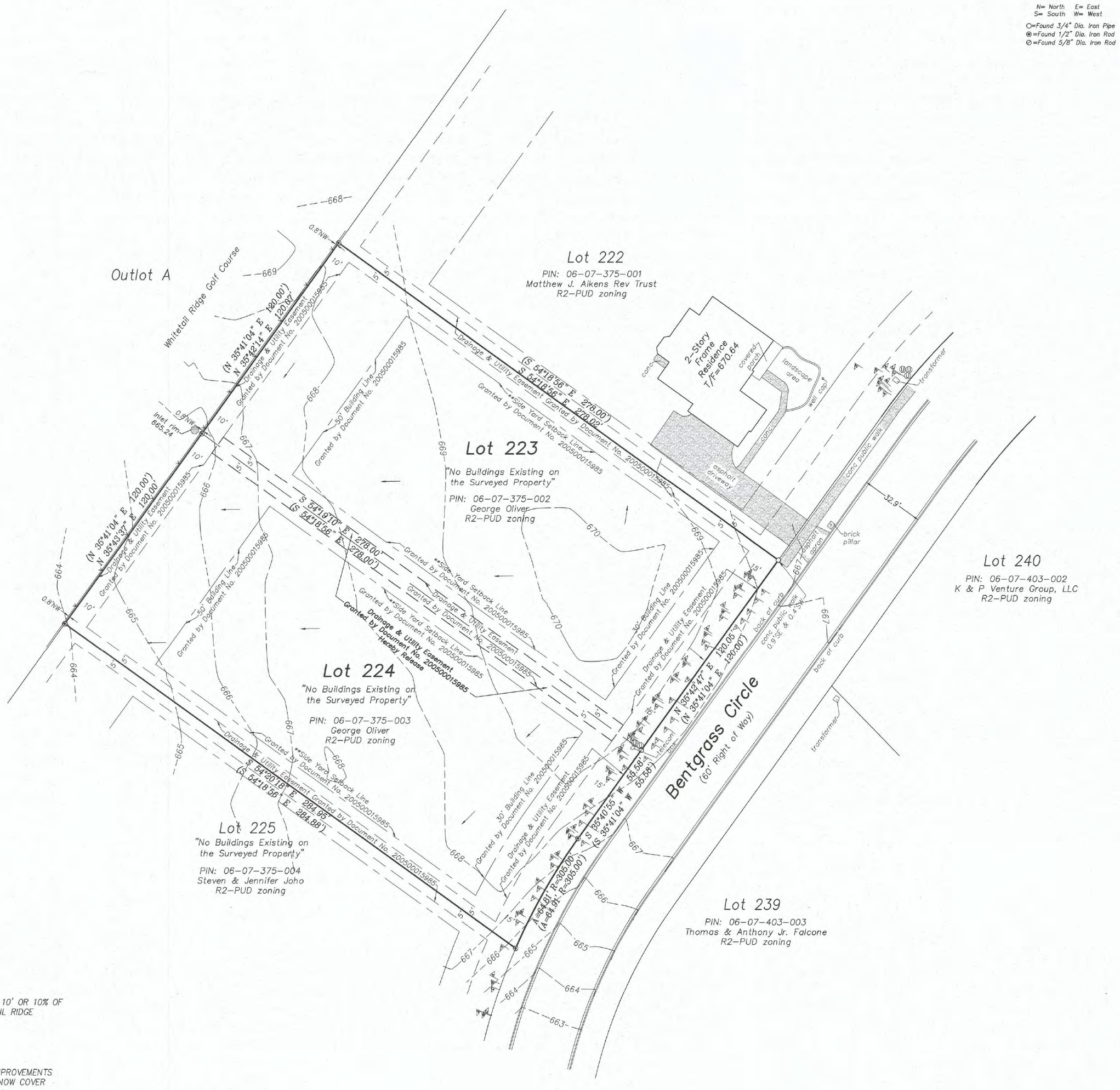
Survey is only valid if original seal is shown in red.

Client: George Oliver
Book #: sheets | Drawn By: ER.JJH | Plat #: 7249
Reference:
Field Work Completed: 01/11/2024 & 02/12/2024

Rev. Date	Rev. Description

Project Number: 2024-0028 Release

PLAT OF VACATION OF EASEMENT
PART OF LOTS 223 AND 224 WHITETAIL RIDGE
KENDALL & NA-AU-SAY TOWNSHIPS KENDALL COUNTY ILLINOIS



**SURVEYOR'S NOTE:*
SIDEYARD SETBACK LINES ARE 10' OR 10% OF WIDTH PER DETAIL ON WHITETAIL RIDGE SUBDIVISION PLAT.

SURVEYOR'S NOTE:

SOME GROUND UTILITIES AND IMPROVEMENTS MAY NOT BE SHOWN DUE TO SNOW COVER AT TIME OF SURVEY 01/11/2024.

DEVELOPER:
GEORGE S. & HEIDI R. OLIVER
[redacted]

PROPERTY LOCATION:

PIN: 06-07-375-002
06-07-375-003

[redacted]

PRESENT ZONING:
R2-PUD

FLOODPLAIN STATEMENT:

THE SUBJECT PROPERTY IS LOCATED IN ZONE X (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NO. 17093C0130H WITH AN EFFECTIVE DATE OF JANUARY 8, 2014.

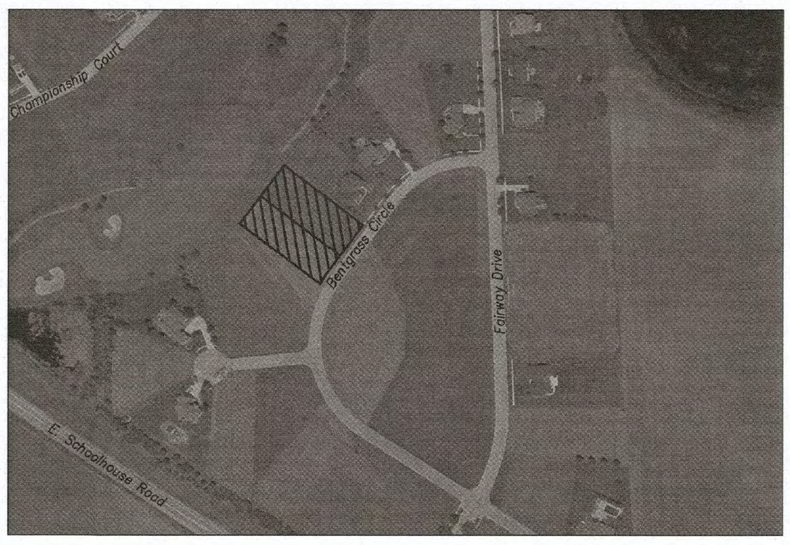
LEGAL DESCRIPTION OF EASEMENT TO BE RELEASED:

THE SOUTHERLY 5.0 FEET OF LOT 223 (EXCEPT THE EASTERLY 15.0 FEET AND THE WESTERLY 10.0 FEET THEREOF) AND THE NORTHERLY 5.0 FEET OF LOT 224 (EXCEPT THE EASTERLY 15.0 FEET AND THE WESTERLY 10.0 FEET THEREOF) ALL IN WHITETAIL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7, TOWNSHIP 36, RANGE 8, 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 NO. 200500015985, IN KENDALL COUNTY, ILLINOIS.

WETLANDS STATEMENT:

THE NATIONAL WETLANDS INVENTORY MAP DOES NOT DEPICT ANY WETLANDS IN THE SUBJECT PROPERTY.

VICINITY MAP
(NOT TO SCALE)



STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

DATED AT YORKVILLE, ILLINOIS ON FEBRUARY 29, 202[redacted]

PROFESSIONAL LAND SURVEYOR
ERIC C. POKORNY
[redacted]
YORKVILLE, IL
STATE OF ILLINOIS

Legend
(XX.XX')= Record Distance
XX.XX'= Measured Distance
R= Radius A= Arc Length
719.48 = Existing Spot Elevation
--719-- = Existing Contour Elevation
= Existing Drainage Direction
-X-X-X- = Fence
Ⓤ = Utility Pedestal = Storm Inlet
=J.U.L.I.E. Red flag =J.U.L.I.E. Yellow flag
=AT&T flag =Comcast flag =ComEd flag
= Brick = Concrete/Asphalt

Michel C. Ensalaco, P.L.S. [redacted] Exp. 11/30/2024
Eric C. Pokorny, P.L.S. [redacted] Exp. 11/30/2024
TODD SURVEYING
Professional Land Surveying Services
"Cornerstone Surveying PC"
759 John Street, Suite D
Yorkville, IL 60560
Phone: 630-892-1309

Survey is only valid if original seal is shown in red.

Client: George Oliver
Book #: sheets | Drawn By:ER.JJH | Plat #:
Reference:
Field Work Completed: 01/11/2024 & 2/12/2024

Rev. Date	Rev. Description

Project Number:
2024-0028 Release

Matt Asselmeier

From: Greg Chismark <gchismark@bodwegroup.com>
Sent: Thursday, March 7, 2024 9:15 AM
To: Matt Asselmeier
Subject: [External]RE: Petition 24-05

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,
I do not see any issues with vacation of the easement from a drainage perspective. Let me know if you need a quick memo or this e-mail is adequate.
Thanks,
Greg

Greg Chismark, PE
President, WBK Engineering
Mobile 847-344-5619 |Office 630-338-8527 | gchismark@bodwegroup.com
116 West Main Street Suite 201, St. Charles IL 60174

Bodwé Professional Services Group includes:
Seven Generations A+E | Blue Star Integrative Studio
The Steelhead Engineering Company | WBK Engineering
Bodwé Federal Services | Bodwé Technology Solutions
www.bodwegroup.com

Wholly Owned by Mno-Bmadsen,
an Instrumentality of the Pokagon Band of Potawatomi
Across the Bodwé family, we hold the following designations:
Tribally Owned, SBA 8(a), HUBZone, ISBEE, SDB, MBE, DBE

From: Matt Asselmeier <masselmeier@kendallcountyil.gov>
Sent: Wednesday, March 6, 2024 10:34 AM
To: Greg Chismark <gchismark@bodwegroup.com>
Subject: Petition 24-05

Greg:

The County received a request to vacate the public utility and drainage easement between these two lots in order to build a house over the common lot line.

Do you see any issues with this request from a stormwater perspective?

Thanks,

Matthew H. Asselmeier, AICP, CFM
Director
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560-1498
PH: 630-553-4139

Matt Asselmeier

From: Debbie Mika [redacted]
Sent: Tuesday, March 5, 2024 11:47 AM
To: Matt Asselmeier
Subject: [External]Re: 7731 Bentgrass Circle

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Matt,

No issues from HOA. Thanks!

Debbie Mika

From: Matt Asselmeier <masselmeier@kendallcountyil.gov>
Sent: Tuesday, March 5, 2024 9:25 AM
To: Debbie Mika <[redacted]
Subject: 7731 Bentgrass Circle

Debbie:

The County received a request from George and Heidi Oliver to vacate a public utility and drainage easement between Lots 223 and 224 in Whitetail Ridge in order to be able to construct a house in the middle of the combined lots.

Does the HOA have any objections to this vacation?

Thanks,

Matthew H. Asselmeier, AICP, CFM
Director
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560-1498
PH: 630-553-4139
Fax: 630-553-4179

Matt Asselmeier

From: Daniel J Kramer <dkramer@dankramerlaw.com>
Sent: Friday, March 15, 2024 10:03 AM
To: Matt Asselmeier
Subject: Re: [External]Oliver - Whitetail Lot Combination

Waiting for Com Ed response. The other utilities and HOA have all given us approval. As soon as Com Ed checks in we have Plat approved to ferry around for signatures.

Get Outlook for iOS

From: Matt Asselmeier <masselmeier@kendallcountyil.gov>
Sent: Friday, March 15, 2024 9:04:25 AM
To: dkramer@Dankramerlaw.com <dkramer@Dankramerlaw.com>
Subject: RE: [External]Oliver - Whitetail Lot Combination

Dan:

Any update from Comed and AT&T on this one?

Thanks,

Matthew H. Asselmeier, AICP, CFM
Director
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560-1498
PH: 630-553-4139
Fax: 630-553-4179

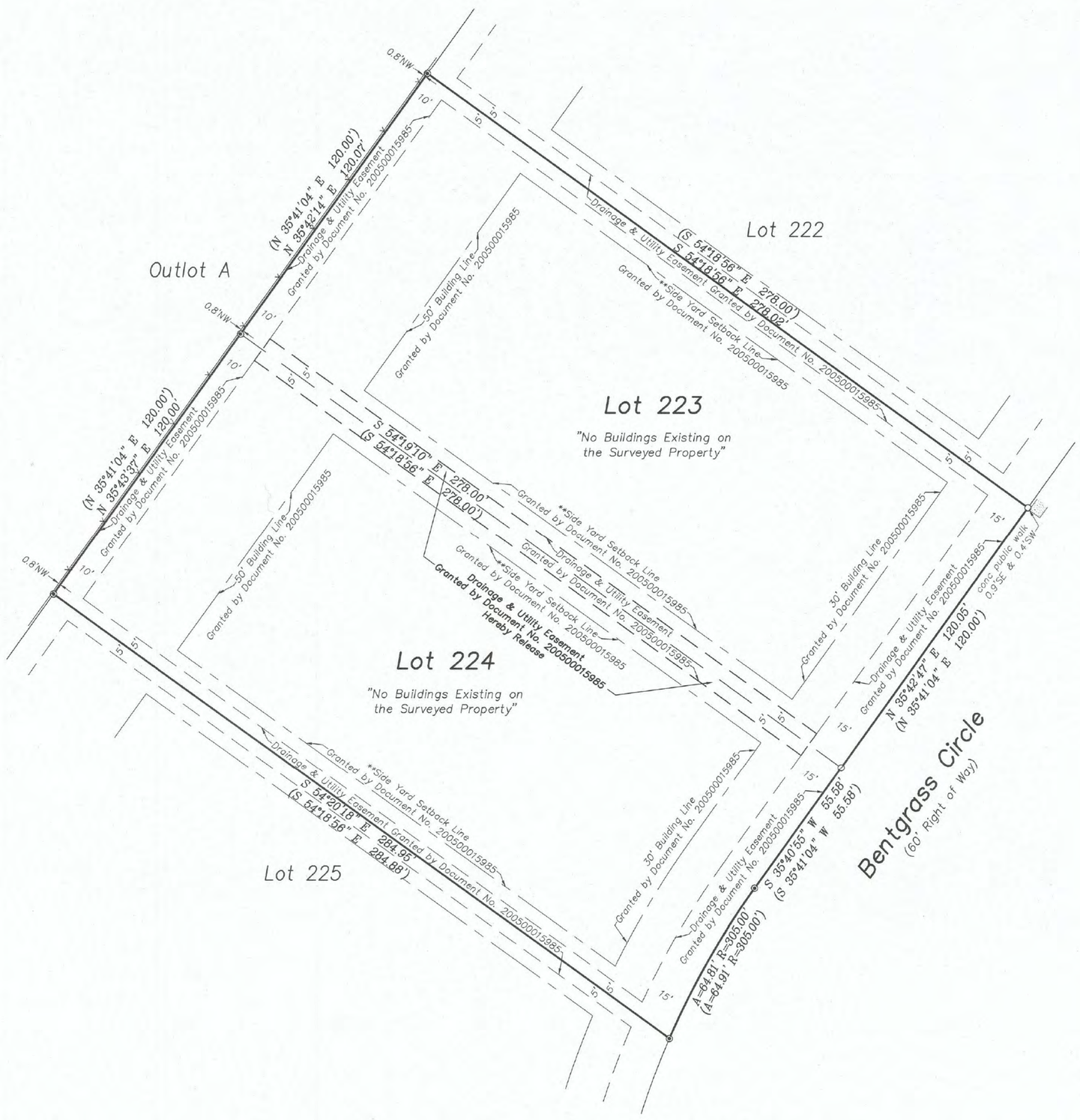
From: Real estate <realestate@dankramerlaw.com>
Sent: Tuesday, March 5, 2024 2:13 PM
To: Matt Asselmeier <masselmeier@kendallcountyil.gov>
Cc: Daniel J Kramer <dkramer@dankramerlaw.com>
Subject: [External]Oliver - Whitetail Lot Combination

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt:

Just keeping you in the loop, we have obtained approval from the HOA, Comcast and Nicor so far. As soon as we here from Comed and AT&T, we will get the utility signatures and we will let you know ASAP. Thanks

PLAT OF EASEMENT RELEASE
PART OF LOTS 223 AND 224 WHITETAIL RIDGE
KENDALL & NA-AU-SAY TOWNSHIPS KENDALL COUNTY ILLINOIS



Scale: 1" = 30'

PROPERTY LOCATION:

PIN: 06-07-375-002
06-07-375-003

[redacted]

COMMONWEALTH EDISON COMPANY

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS _____ DAY OF _____, A.D. 20____.

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____

AT&T

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS _____ DAY OF _____, A.D. 20____.

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____

COMCAST

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS _____ DAY OF _____, A.D. 20____.

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____

NICOR

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS _____ DAY OF _____, A.D. 20____.

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____

**SURVEYOR'S NOTE:
SIDEYARD SETBACK LINES ARE 10' OR 10% OF WIDTH PER DETAIL ON WHITETAIL RIDGE SUBDIVISION PLAT.

LEGAL DESCRIPTION OF EASEMENT TO BE RELEASED:

THE SOUTHERLY 5.0 FEET OF LOT 223 (EXCEPT THE EASTERLY 15.0 FEET AND THE WESTERLY 10.0 FEET THEREOF) AND THE NORTHERLY 5.0 FEET OF LOT 224 (EXCEPT THE EASTERLY 15.0 FEET AND THE WESTERLY 10.0 FEET THEREOF) ALL IN WHITETAIL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7, TOWNSHIP 36, RANGE 8, 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 NO. 200500015985, IN KENDALL COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY STATE THAT WE HAVE PREPARED THIS PLAT OF EASEMENT RELEASE FOR THE PROPERTY DESCRIBED HEREON.

DATED AT YORKVILLE, ILLINOIS ON FEBRUARY 29, 2024.

[redacted]
ERIC POKORNY P.L.S. NO. [redacted]

PROFESSIONAL LAND SURVEYOR
ERIC C. POKORNY
[redacted]
YORKVILLE, IL
STATE OF ILLINOIS

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

THIS IS TO CERTIFY THAT WE, GEORGE S. OLIVER AND HEIDI R. OLIVER ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON, AND DO WILLINGLY ACCEPT AND APPROVE THE EASEMENT RELEASE DESCRIBED HEREON.

DATED AT _____, ILLINOIS

THIS _____ DAY OF _____, A.D. 20____.

_____
GEORGE S. OLIVER

_____
HEIDI S. OLIVER

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, TO HEREBY CERTIFY THAT GEORGE S. OLIVER AND HEIDI R. OLIVER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING OWNER'S CERTIFICATE, APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR USES AND PURPOSES THEREIN SET FORTH AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL,

THIS _____ DAY OF _____, A.D. 20 _____.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____.

COUNTY BOARD CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

APPROVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS,

ON THIS _____ DAY OF _____, A.D. 20_____.

_____
CHAIRMAN OF COUNTY BOARD

_____
COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, AFORESAID,

ON THIS _____ DAY OF _____,

A.D. 20____, AT _____ O'CLOCK ____.M.

_____
KENDALL COUNTY RECORDER

Legend

○=Found 3/4" Dia. Iron Pipe
◉=Found 1/2" Dia. Iron Rod
⊘=Found 5/8" Dia. Iron Rod
(XX.XX')= Record Distance
XX.XX'= Measured Distance
N= North E= East
S= South W= West
R= Radius A= Arc Length
-X-X-X- = Fence
= Concrete/Asphalt

Michel C. Ensalaco, P.L.S. [redacted] Exp. 11/30/2024
Eric C. Pokorny, P.L.S. [redacted] Exp. 11/30/2024

TODD SURVEYING
Professional Land Surveying Services
"Cornerstone Surveying PC"
759 John Street, Suite D
Yorkville, IL 60560
Phone: 630-892-1309

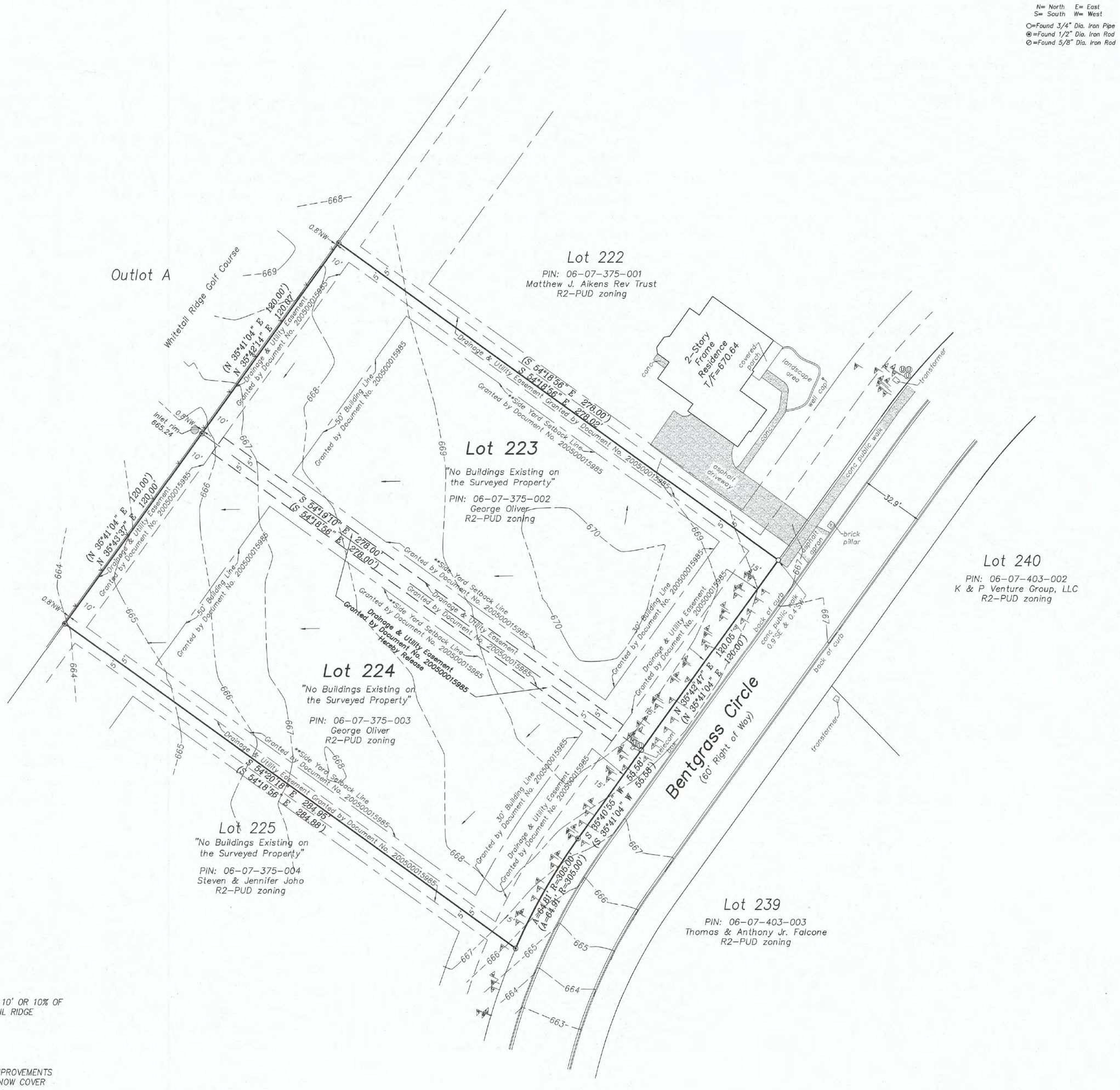
Survey is only valid if original seal is shown in red.

Client: George Oliver
Book #: sheets | Drawn By: ER.JJH | Plat #: 7249
Reference:
Field Work Completed: 01/11/2024 & 02/12/2024

Rev. Date	Rev. Description

Project Number: 2024-0028 Release

PLAT OF VACATION OF EASEMENT
PART OF LOTS 223 AND 224 WHITETAIL RIDGE
KENDALL & NA-AU-SAY TOWNSHIPS KENDALL COUNTY ILLINOIS



**SURVEYOR'S NOTE:*
SIDEYARD SETBACK LINES ARE 10' OR 10% OF WIDTH PER DETAIL ON WHITETAIL RIDGE SUBDIVISION PLAT.

SURVEYOR'S NOTE:

SOME GROUND UTILITIES AND IMPROVEMENTS MAY NOT BE SHOWN DUE TO SNOW COVER AT TIME OF SURVEY 01/11/2024.

DEVELOPER:
GEORGE S. & HEIDI R. OLIVER
[redacted]

PROPERTY LOCATION:

PIN: 06-07-375-002
06-07-375-003

[redacted]

PRESENT ZONING:
R2-PUD

FLOODPLAIN STATEMENT:

THE SUBJECT PROPERTY IS LOCATED IN ZONE X (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NO. 17093C0130H WITH AN EFFECTIVE DATE OF JANUARY 8, 2014.

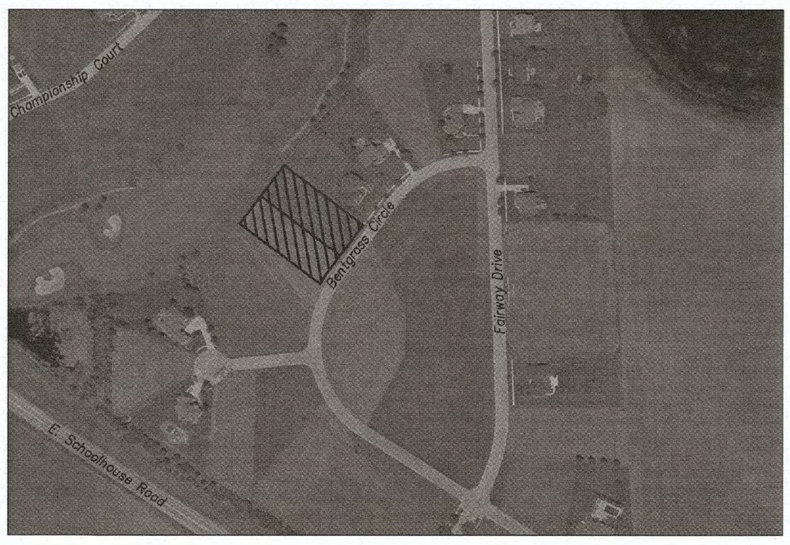
LEGAL DESCRIPTION OF EASEMENT TO BE RELEASED:

THE SOUTHERLY 5.0 FEET OF LOT 223 (EXCEPT THE EASTERLY 15.0 FEET AND THE WESTERLY 10.0 FEET THEREOF) AND THE NORTHERLY 5.0 FEET OF LOT 224 (EXCEPT THE EASTERLY 15.0 FEET AND THE WESTERLY 10.0 FEET THEREOF) ALL IN WHITETAIL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7, TOWNSHIP 36, RANGE 8, 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 NO. 200500015985, IN KENDALL COUNTY, ILLINOIS.

WETLANDS STATEMENT:

THE NATIONAL WETLANDS INVENTORY MAP DOES NOT DEPICT ANY WETLANDS IN THE SUBJECT PROPERTY.

VICINITY MAP
(NOT TO SCALE)



STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

DATED AT YORKVILLE, ILLINOIS ON FEBRUARY 29, 202[redacted]

PROFESSIONAL LAND SURVEYOR
ERIC C. POKORNY
[redacted]
YORKVILLE, IL
STATE OF ILLINOIS

Legend
(XX.XX')= Record Distance
XX.XX'= Measured Distance
R= Radius A= Arc Length
719.48 = Existing Spot Elevation
--719-- = Existing Contour Elevation
= Existing Drainage Direction
-X-X-X- = Fence
Ⓤ = Utility Pedestal = Storm Inlet
=J.U.L.I.E. Red flag =J.U.L.I.E. Yellow flag
=AT&T flag =Comcast flag =ComEd flag
= Brick = Concrete/Asphalt

Michel C. Ensalaco, P.L.S. [redacted] Exp. 11/30/2024
Eric C. Pokorny, P.L.S. [redacted] Exp. 11/30/2024
TODD SURVEYING
Professional Land Surveying Services
"Cornerstone Surveying PC"
759 John Street, Suite D
Yorkville, IL 60560
Phone: 630-892-1309

Survey is only valid if original seal is shown in red.

Client: George Oliver
Book #: sheets | Drawn By:ER.JJH | Plat #:
Reference:
Field Work Completed: 01/11/2024 & 2/12/2024

Rev. Date	Rev. Description

Project Number:
2024-0028 Release

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #9

Tracking Number

EDC 2024-34

Agenda Item Summary Memo

Title: PZC 2024-11 – Kendall Co. Pet. 24-06 (Jerry Styrczula, on behalf of A&D Properties, LLC)

Meeting and Date: Economic Development Committee – May 7, 2024

Synopsis: 1.5-Mile Review of a map amendment 16.4 +/- acres located on the west side of Route 47, commonly known as addressed 7789 Route 47, from B-3 Highway Business District to M-1 Limited Manufacturing District.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Sara Mendez (Name) Community Development (Department)

Agenda Item Notes:

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, post at 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

Memorandum

To: Economic Development Committee
From: Sara Mendez, Planner I
Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: April 8, 2024
Subject: **PZC 2024-06 – Jerry Styrczula on Behalf of A&D Properties, LLC**
1.5 Review

SUMMARY:

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioner, Jerry Styrczula, on behalf of A&D Properties, LLC is requesting an approval of a map amendment (rezoning) 16.4 +/- acres located on the west side of Route 47, commonly known as addressed 7789 Route 47, from B-3 Highway Business District to M-1 Limited Manufacturing District. The purpose of the request is to operate a trucking business for the sale and storage of semi-trailers, small trailers, semi-tractors, and similar uses at the subject property. The real property is located north of Ament Road and immediately west of S. Bridge Street in unincorporated Kendall County.

PROPERTY BACKGROUND:



The property is located at 7789 Route 47 in unincorporated Kendall County and consists of two (2) parcels totaling ~16.4-acres. Currently owned by A&D Properties, LLC, there are two (2) existing buildings on the property. The building to the north is approximately five thousand, three hundred sixty-six (5,366) square feet and the building to the south is approximately eleven thousand, three hundred (11,300) square feet. Additionally, part of the property is vacant. The site currently is occupied by several trucks. The property fronts Route 47 and has one (1) access point off Route 47. There is a deceleration lane for south bound traffic off of Route 47. The property also has one (1) access point off of Conservation Drive. The property is immediately southwest of Yorkville's corporate boundary, approximately 0.30 miles (~1600 feet) from the Windett Ridge Subdivision.

In 1975, the property was rezoned to B-3, Highway Business, by Kendall County from A-1, Agricultural District.

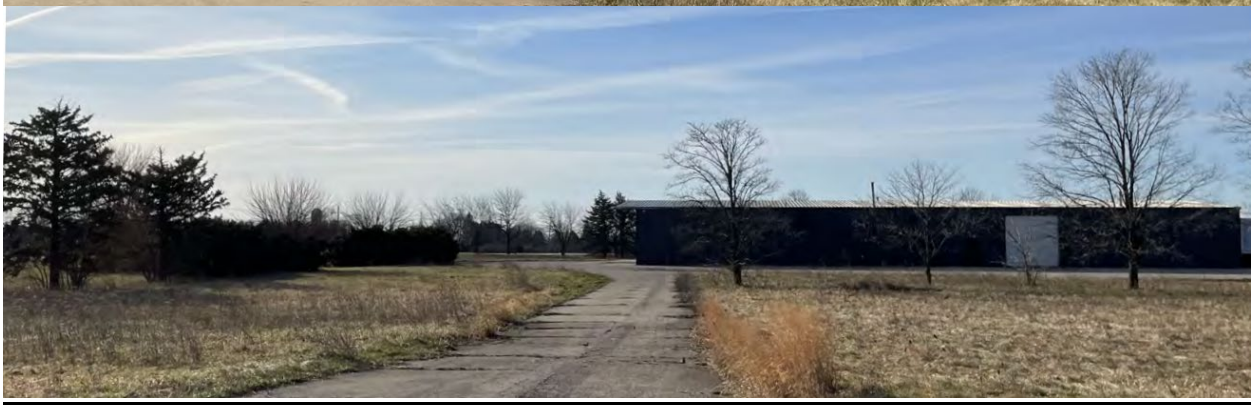
REQUEST SUMMARY:

The petitioners, Jerry Styrczula, on behalf of A&D Properties, LLC are requesting a map amendment (rezoning) from B-3 Highway Business District to M-1 Limited Manufacturing District in order to operate a trucking business for the storage and sale of semi-trailers, small trailers, semi-tractors, and similar uses at 7789 Route 47. As of the date of the memo sent by Kendall County's Department of Planning, Building, and Zoning, March 20, 2024, the petitioner is working on a site approval plan. For now, we will be utilizing the existing site as is.



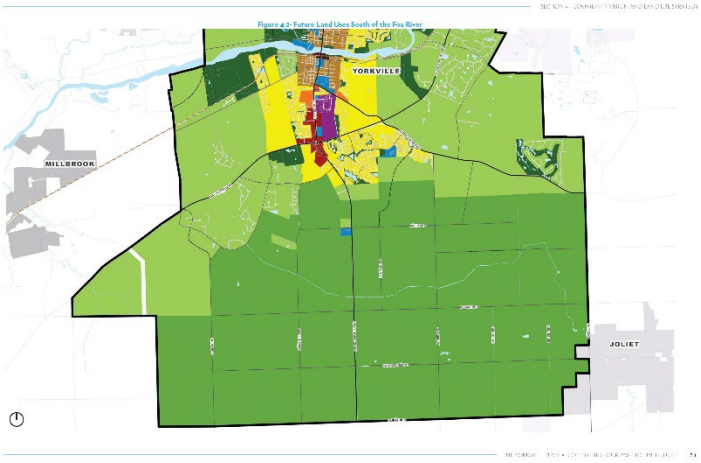






YORKVILLE COMPREHENSIVE PLAN:

Yorkville's 2016 Comprehensive Plan designation for this property is Estate/Conservation Residential and Agricultural Zone (AZ). The Estate/Conservation Residential 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 Agricultural Zone future land use designation is primarily intended for lands expected to remain for agricultural uses, both farming and restricted forms such as pastures, gardening, riding stables, nurseries, and greenhouses.



In a proposal submitted in December by Grainco FS, Inc. (owner) and A.B. Schwartz, LLC (contract purchaser), they proposed an amendment to Kendall County's Future Land Use Map from Transportation Corridor to Mixed Use Business for an approximately 20-acre property consisting of five (5) parcels commonly known as 8115 Route 47. As a result, an amendment to the Kendall County Future Land Use Map was made from Transportation Corridor to Mixed Use Business. The petitioners, Jerry Styrczula, on behalf of A&D Properties, LLC proposal to the approval of a map amendment (rezoning) for 7789 Route 47, from B-3 Highway Business District to M-1 Limited Manufacturing District is consistent with Kendall County's recent changes.

If Yorkville were to consider the proposal, a review of the Comprehensive Plan Update for additional industrial land use would need to be discussed.

STAFF COMMENTS

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 on May 8, 2024 and City Council on May 14, 2024. This item was delivered to the City on March 20, 2024.

ATTACHMENTS

1. Application with Attachments

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Room 203
Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

Petition 24-06
Jerry Styrczula on Behalf of A&D Properties, LLC
Map Amendment Rezoning from B-3 to M-1

INTRODUCTION

A&D Properties, LLC would like a map amendment rezoning approximately sixteen point four more or less (16.4 +/-) acres located on the west side of Route 47 addressed as 7789 Route 47 from B-3 Highway Business District to M-1 Limited Manufacturing District in order to operate a trucking business for the sale and storage of semi-trailers, small trailers, semi-tractors, and similar uses at the subject property.

The application materials are included as Attachment 1. Pictures of the property are included as Attachment 2-5.

The property has been zoned B-3 since 1975. The ordinance rezoning the property to B-3 is included as Attachment 6. The property was previously used as a distributorship for International Harvester.

The plat of survey is included as Attachment 7.

If the map amendment is approved and if the Petitioner wants to make changes to the site, site plan approval will be required. As of the date of this memo, the Petitioner was working on a site plan proposal.

SITE INFORMATION

PETITIONERS: Jerry Styrczula on Behalf of A&D Properties, LLC

ADDRESS: 7789 Route 47, Yorkville

LOCATION: West Side of Route 47 Approximately 0.5 Miles North of Ament Road



TOWNSHIP: Kendall

PARCEL #s: 05-09-300-015

LOT SIZE: 16.4 +/- Acres

EXISTING LAND USE: Vacant and Improved Commercial

ZONING: B-3 Highway Business District

LRMP:

Future Land Use	Mixed Use Business Yorkville's Plan calls for the property to be Estate/Conservation Residential
Roads	Route 47 is a State maintained arterial road.
Trails	There are no trails planned in this area.
Floodplain/ Wetlands	There are no floodplains or wetlands on the property.

REQUESTED ACTION: Map Amendment Rezoning Property from B-3 Highway Business District to M-1 Limited Manufacturing District

APPLICABLE REGULATIONS: Section 13:07 – Map Amendment Procedures

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Improved Commercial, Agricultural, Single-Family Residential	R-2 and B-3 (Yorkville)	Suburban Neighborhoods and Estate/Conservation Residential (Yorkville)	A-1, A-1 SU, R-1, R-4, and B-3 (County) R-2, R-3, B-1, and B-3 (Yorkville)
South	Vacant Manufacturing	M-1	Mixed Use Business (County) Agricultural (Yorkville)	A-1 and M-1
East	Agricultural	R-2 and R-3 (Yorkville)	Estate/Conservation Residential (Yorkville)	R-2 and R-3 (Yorkville)
West	Agricultural	A-1	Rural Residential (Max 0.65 DU/Acre (County) Agricultural (Yorkville)	A-1

The A-1 special use permit to the north is for a landscaping business.

PHYSICAL DATA

ENDANGERED SPECIES REPORT

EcoCAT Report submitted and consultation was terminated (see Attachment 1, Pages 17-18).

NATURAL RESOURCES INVENTORY

The application for NRI was submitted on March 12, 2024 (see Attachment 1, Page 16).

ACTION SUMMARY

KENDALL TOWNSHIP

Petition information was sent to Kendall Township on March 20, 2024.

UNITED CITY OF YORKVILLE

Petition information was sent to the United City of Yorkville on March 20, 2024.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

Petition information was sent to the Bristol-Kendall Fire Protection District on March 20, 2024.

GENERAL INFORMATION

The Petitioner would like to rezone the property to operate a trucking business.

BUILDING CODES

There are two (2) existing buildings on the property. The northern building is approximately five thousand, three hundred sixty-six (5,366) square feet in size. The southern building is approximately eleven thousand, three hundred (11,300) square feet in size.

Any future buildings would have to meet applicable building codes.

UTILITIES

The site is serviced by a well and septic. There is electricity and natural gas onsite.

ACCESS

The property fronts Route 47 and has one (1) access point off of Route 47. There is a deceleration lane for south bound traffic off of Route 47. The property also has one (1) access point off of Conservation Drive.

PARKING AND INTERNAL TRAFFIC CIRCULATION

There is existing parking around the southern building; the parking spaces are not marked. If improvements are made to the site, parking spaces would need to be marked.

ODORS

Based on the proposed uses, no new odors are foreseen. The owners of the property would have to follow applicable odor control regulations based on potential other future M-1 allowable uses.

LIGHTING

There are lights on both buildings and a streetlight is lying on the ground at the entrance off of Route 47.

The amount of lighting could expand on the property if they install a larger parking lot or if different uses move onto the property. Lighting would need to be evaluated as part of site plan review.

LANDSCAPING AND SCREENING

There are several mature plants around the perimeter of the property. No changes to the landscaping or property screening are proposed as part of the map amendment.

If improvements are made to the site in the future, landscaping and screening would be required as part of site plan review.

SIGNAGE
Any signage would have to meet applicable regulations and secure permits.

NOISE CONTROL
The owners of the property would have to follow applicable noise control regulations based on future land uses. Noise control measures would need to be evaluated as part of site plan approval.

STORMWATER
The Petitioner submitted an application for a stormwater permit.

FINDINGS OF FACT
§13:07.F of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to recommend in favor of the applicant on map amendment applications. They are listed below in *italics.* Staff has provided findings in **bold** below based on the recommendation:

Existing uses of property within the general area of the property in question. **The surrounding properties are used for agricultural purposes, single-family residential, office, and light industrial, including outdoor storage. The property is presently vacant, but was previously used as a site for the sale of agricultural equipment.**

The Zoning classification of property within the general area of the property in question. **The surrounding properties are zoned A-1 and M-1 in the unincorporated area and R-2, R-3, and B-3 inside the United City of Yorkville.**

The suitability of the property in question for the uses permitted under the existing zoning classification. **The Petitioners proposed use of the property, for the operation of a trucking business, is not allowed in the B-3 Zoning District. The site itself could be used for a trucking business, if properly zoned.**

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. **The trend of development in the area is a mix of agricultural, storage and warehousing, and other light industrial type uses.**

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **The Future Land Use Map in the Land Resource Management Plan was recently amended to Mixed Use Business. The M-1 Zoning District is consistent with the Mixed Use Business classification.**

RECOMMENDATION
Staff recommends approval of the proposed map amendment.

ATTACHMENTS
1. Application Materials
2. Picture of North Building
3. Picture of Entrance from Conservation Drive
4. Picture of North Side of South Building
5. Picture South Building
6. Ordinance 1975-09
7. Plat of Survey

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME A & D Properties, LLC **FILE #:**_____

NAME OF APPLICANT (Including First, Middle Initial, and Last Name)		
A & D Properties, LLC		
CURRENT LANDOWNER/NAME(s)		
A & D Properties, LLC		
SITE INFORMATION		
ACRES	**SITE ADDRESS OR LOCATION**	**ASSESSOR'S ID NUMBER (PIN)**
15.7288	7789 Route 47, Yorkville, IL 60560	05-09-300-015
EXISTING LAND USE	**CURRENT ZONING**	**LAND CLASSIFICATION ON LRMP**
Vacant	B-3	B-3

REQUESTED ACTION (Check All That Apply):

___ SPECIAL USE	X MAP AMENDMENT (Rezone to M-1)	___ VARIANCE
___ ADMINISTRATIVE VARIANCE	___ A-1 CONDITIONAL USE for:_____	___ SITE PLAN REVIEW
___ TEXT AMENDMENT	___ RPD (___Concept; ___ Preliminary; ___ Final)	___ ADMINISTRATIVE APPEAL
___ PRELIMINARY PLAT	___ FINAL PLAT	___ OTHER PLAT (Vacation, Dedication, etc.)
___ AMENDMENT TO A SPECIAL USE (___ Major; ___ Minor)		

[1]**PRIMARY CONTACT**	**PRIMARY CONTACT MAILING ADDRESS**	**PRIMARY CONTACT EMAIL**
Daniel J. Kramer	[redacted]	[redacted]
PRIMARY CONTACT PHONE #	**PRIMARY CONTACT FAX #**	**PRIMARY CONTACT OTHER #(Cell, etc.)**
[redacted]	[redacted]	
[2]**ENGINEER CONTACT**	**ENGINEER MAILING ADDRESS**	**ENGINEER EMAIL**
John Tebrugge	[redacted]	[redacted]
ENGINEER PHONE #	**ENGINEER FAX #**	**ENGINEER OTHER # (Cell, etc.)**
[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 [redacted] **DATE** 3/19/24

FEE PAID:$_____
CHECK #:_____

[1]*Primary Contact will receive all correspondence from County*
[2]*Engineering Contact will receive all correspondence from the County's Engineering Consultants*

Last Revised:
10.17.22

Date Stamp Here If
Checklist Is Complete

1. The surrounding and neighboring uses of the subject real property are consistent with the proposed use of the Zoning Applicant/Owner. The Predecessor in title used the subject site for years for the sale and Distributorship of International Harvester Implement until they went bankrupt and the local franchise went out of business. Usage of applicant is going to be primarily for that operation of a trucking business for the sale of new semi-trailers, small trailers, and semi-tractors, and related uses which will use the existing building and usage previously undertaken by International Harvester Implement. Since the building has been used over the years for heavy construction equipment repair and storage. Often times sitting vacant until the current Owner purchased the property and he plans to greatly upgrade the facility both inside and outside.

2. The uses in the area are similar and include A-1 Agricultural, B3 Highway, M-1 Manufacturing A-1 Special Use, and the current IDOT Facility that I do not believe has any special zoning but is certainly an M-1 type of use with salt storage, storage of heavy machinery and construction equipment.

3. The property is suitable for the requested uses of the Applicant. The difference is that currently the property has Zoning that does not cover semi-tractors and semi-trailer sales.

4. The trend of development in the area is towards business, commercial, and transportation uses. The proposed use of Applicant is anticipated to generate substantial sales tax revenue and increased real estate tax revenue for all local tax bodies.

5. The project is consistent with the Kendall County Land Resource Management Plan which encourages commercial and manufacturing uses on all weather highways with good transportation access which squarely is on point with Illinois Route 47. The proposed and existing uses conform to the other uses in the area. The Applicant fully intends to comply with all Kendall County Zoning Ordinances and Regulations.

Petitioners are seeking a change in zoning from A1 Special Use to M-1 for the operation of a trucking business for the sale of new semi-trailers, small trailers, and semi-tractors, and related uses under M-1 Zoning

LEGAL DESCRIPTION OF PARCEL 1:

That Part of the West Half of Section 9, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows:
Commencing at the Southeast Corner of said Section 9; thence Westerly along the Southerly Line of said Section, 2672.0 feet to the tangent center line of Illinois State Route No. 47 extended from the South; thence South along said tangent center line, 869.22 feet; thence South 89°34'04" West, 615.0 feet; thence North 24°54'19" West, 1015.92 feet for the point of beginning; thence North 24°54'19" West, 456.95 feet; thence North 66°41'34" East, 1012.15 feet to the Westerly Right of Way Line of said State Route No. 47, being 40.0 feet normally distant Southwesterly from the center line of said Route; thence Southeasterly along said Westerly Right of Way Line, being on a curve to the right having a radius of 5420.43 feet, a distance of 91.87 feet; thence South 17°08'59" East along said right of way line, 0.80 feet; thence Southeasterly along said Westerly Right of Way Line, being on a curve to the right having a radius of 5344.41 feet, a distance of 343.71 feet to a line drawn North 65°13'06" East from the point of beginning; thence South 65°13'06" West, 942.72 feet to the point of beginning, in the Township of Kendall, in Kendall County, Illinois,
EXCEPT those Parts conveyed to the State of Illinois in the Deeds recorded June 29, 1990 as Document 1990-904189 and October 23, 1990 as Document 1990-906729.

LEGAL DESCRIPTION OF PARCEL 2:

Lots 2 and 3 of Walz Subdivision, recorded December 17, 1990 as Document 907919, in the Township of Kendall, Kendall County, Illinois.

Transport

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

[redacted]

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By: [redacted]

President

Countersigned By:

[redacted]

Authorized Officer or Agent

Attest: [redacted]

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

CHICAGO TITLE INSURANCE COMPANY **COMMITMENT NO.** [redacted]

Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Insurance Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Email: chicagocommercial@ctt.com	Chicago Title and Trust Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Main Fax: (312)223-3018

Order Number: [redacted]

Property Ref.: 7789 Route 47, Yorkville, IL 60560

SCHEDULE A

1. Commitment Date: September 11, 2020
2. Policy to be issued:

   (a) ALTA Owner's Policy 2006
   Proposed Insured: A&D Properties, LLC
   Proposed Policy Amount: $750,000.00

   (b) ALTA Loan Policy 2006
   Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy
   Proposed Policy Amount: $520,000.00

3. The estate or interest in the Land described or referred to in this Commitment is:

   Fee Simple

4. The Title is, at the Commitment Date, vested in:

   West Suburban Bank, as Trustee under a Trust Agreement dated October 28, 2002 and known as Trust Number 13250

5. The Land is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

EXHIBIT "A"
Legal Description

THAT PAR T OF THE WEST HALF OF SECTION 9, TOWNSHIP 36 NOR TH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9: THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION, 2672.0 FEET TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47 EXTENDED FROM THE SOUTH; THENCE SOUTH ALONG SAID TANGENT CENTER LINE 869.22 FEET; THENCE SOUTH 89° 34' 04" WEST 615.0 FEET; THENCE NORTH 24° 54' 19" WEST 1015.92 FEET FOR THE POINT OF BEGINNING;

THENCE NORTH 24° 54' 19" WEST 456.95 FEET; THENCE NORTH 66° 41' 34" EAST 1012.15 FEET TO THE WESTERLY RIGHT OF WAY LINE, OF SAID STATE ROUTE NO. 47, BEING 40.0 FEET NORMALLY DISTANT SOUTHWESTERLY FROM THE CENTER LINE OF SAID ROUTE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5420.43 FEET, A DISTANCE OF 91.87 FEET; THENCE SOUTH 17° 08' 59" EAST ALONG SAID RIGHT OF WAY LINE 0.80 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5,344.41 FEET A DISTANCE OF 343.71 FEET TOA LINE DRAWN NORTH 65° 13' 06" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 65° 13' 06" WEST 942.72 FEET TO THE POINT OF BEGINNING: IN THE TOWNSHIP OF KENDALL; IN KENDALL COUNTY ILLINOIS.

EXCEPT THOSE PARTS CONVEYED TO THE STATE OF ILLINOIS IN THE DEEDS RECORDED JUNE 29, 1990 AS DOCUMENT 1990-904189 AND OCTOBER 23, 1990 AS DOCUMENT 1990-906729.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

CHICAGO TITLE INSURANCE COMPANY **COMMITMENT NO.** [redacted]

SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.

7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.

8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**

2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**

3. **Easements, or claims of easements, not shown by the Public Records.**

4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**

5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**

6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically**

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

C 8. Note for additional information: the County Recorder requires that any documents presented for recording contain the following information:
A. The name and address of the party who prepared the document;
B. The name and address of the party to whom the document should be mailed after recording;
C. All permanent real estate tax index numbers of any property legally described in the document;
D. The address of any property legally described in the document;
E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the certain municipalities located in the County have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B, PART II
EXCEPTIONS
(continued)

appropriate transfer tax stamps affixed before it can be recorded.

This exception will not appear on the policy when issued.

E 9. Taxes for the year 2020.

Taxes for the year 2020 are not yet due or payable.

Taxes for the year 2019, amounting to $7,448.66 are marked paid of record.

Permanent Index Number: 05-09-300-015.

(Affects Land and other property)

F 10. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

B 11. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

A 12. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.

D 13. Due to office closures in place or that might occur, we should be provided with our standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment. Note: Due to office closures related to covid-19 we may be temporarily unable to record documents in the normal course of business.

G 14. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)

H 15. Terms, powers, provisions, and limitations of the Trust under which title to the Land is held.

I 16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: A&D Properties, LLC

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B, PART II
EXCEPTIONS
(continued)

a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

N 17. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Commonwealth Edison and Illinois Bell Telephone Company, recorded on January 9, 1990 as Document No. 1990-90210, affects the Land therein described.

J 18. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Northern Illinois Gas company, an Illinois corporation doing business as Nicor Gas, for purpose a perpetual, non-exclusive easement and right of way for purpose of laying, maintaining, operating, renewing, replacing, and removing gas mains and any necessary gas facilities appurtenant thereto, in, upon, under, along and across the described property, recorded on June 29, 2004 as Document No. 2004-18007, affects a 15 foot wide strip of land.

(Affects the Land and other property)

K 19. Terms and provisions of the Subordination of Surace Rights for Public Road Purposes granted by Ameritech to the State of Illinois recorded October 13, 2004 subordinating the interest of a Right of Way recorded December 15, 1950 in Book 107, Page 594 in the recorders office.

L 20. Note for information (Endorsement Requests):

All endorsement requests should be made prior to closing to allow ample time for the company to examine required Documentation.

Note: before any endorsements can be approved, we should be informed as to the land use and as to what type of structure is on the land.

(This note will be waived for policy)

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B, PART II
EXCEPTIONS
(continued)

M 21. Informational Note:

To schedule any closings in the Chicago Commercial Center, please call (312)223-2707.

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I-Requirements;
   (f) Schedule B, Part II-Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I-Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
   (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

(continued)

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars ($2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

END OF CONDITIONS

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

KENDALL COUNTY
DISCLOSURE OF BENEFICIARIES FORM

1. Applicant A+D

   Address [redacted]

   City [redacted] Sta [redacted] Zip [redacted]

2. Nature of Benefit Sought Re-Zoning

3. Nature of Applicant: (Please check one)
   - ___ Natural Person
   - ___ Corporation
   - ___ Land Trust/Trustee
   - ___ Trust/Trustee
   - ___ Partnership
   - ___ Joint Venture
   - X Limited Liability Company

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:

5. If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each person or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	INTEREST
X JERRY STYRCZULA	[redacted]	50%
KRISTINA STYRCZU	[redacted]	50%

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

X [redacted]

VERIFICATION

I, Jerry Styrczula, being first duly sworn under oath that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make the disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 19th day of March, A.D. 2024

(seal)

[redacted]
Notary Public

"OFFICIAL SEAL"
COLLEEN T HANSON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 979188
MY COMMISSION EXPIRES 10/6/2027

Kendall County Soil & Water Conservation District

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

www.kendallswcd.org

NATURAL RESOURCE INFORMATION (NRI) REPORT APPLICATION

Petitioner: A & D Properties, LLC
Address: [redacted]
City, State, Zip: [redacted]
Phone Number: [redacted]
Email: [redacted]

Contact Person: Attorney Daniel J. Kramer
[redacted]

Please select: How would you like to receive a copy of the NRI Report? ☑ Email ☐ Mail

Site Location & Proposed Use

Township Name Kendall — Township 36 N, Range 7 E, Section(s) 9
Parcel Index Number(s) 05-09-300-015
Project or Subdivision Name A & D Properties, LLC — Number of Acres 15.7288
Current Use of Site Vacant — Proposed Use Trucking Business
Proposed Number of Lots As is — Proposed Number of Structures
Proposed Water Supply Exisitng Well — Proposed type of Wastewater Treatment Exisiting Septic
Proposed type of Storm Water Management See attached Report

Type of Request

☑ Change in Zoning from A-1 to M-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: Kendall County Planning, Building, and Zoning

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	$ 375.00
11 Additional Acres at $18.00 each	$ 198.00
Total NRI Fee	$ 573.00

NOTE: Applications are due by the 1st of each month to be on that month's SWCD Board Meeting Agenda. Once a completed application is submitted, 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.

[redacted] — 3/12/24

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_____

EcoCAT
Ecological Compliance Assessment Tool

Applicant: A&D Properties
Contact: Jerry Styrczula
Address: [redacted]

IDNR Project Number: 2411116
Date: 02/27/2024

Project: 7789 IL Route 47 Site Plan
Address: 7789 IL Route 47, Yorkville

Description: Construct a storage area for truck trailer parking and sales with gravel storage lot and detention pond.

Natural Resource Review Results

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

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Consultation is terminated. 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. Termination does not imply IDNR's authorization or endorsement.

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

County: Kendall

Township, Range, Section:
36N, 7E, 9



IL Department of Natural Resources Contact
Adam Rawe
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
IL Environmental Protection Agency
Division of Water Pollution Control
PO Box 19276
Springfield, Illinois 62794

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.

IDNR Project Number: 2411116

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.

Attachment 2 Picture of North Building



Attachment 3 Picture of Entrance from Conservation Drive



Attachment 4 Picture of North Side of South Building



Attachment 5 Picture of South Building



Attachment 6

05-09-376-001
002

05-09-377-001

05-09-300-005

Walz Sub.

ORDINANCE
75-9

AMENDING KENDALL COUNTY ZONING ORDINANCE AS AMENDED

WHEREAS, Robert Dhuse and Carol Dhuse did petition the Zoning Board of Appeals of Kendall County for a public hearing in the manner required by law and the ordinances of Kendall County, Illinois for a proposed amendment to the Kendall County Zoning Ordinance adopted May 10, 1960; and

WHEREAS, said Zoning Board of Appeals did thereupon publish notice of a hearing on said proposed amendment to said Zoning Ordinance as provided by the Statutes of the State of Illinois, and did then hold a public hearing on said proposed amendment on the 5th day of November, A.D., 1975 on the site described in the petition and at the conclusion of said hearing said Zoning Board of Appeals voted in favor of recommending to the County Board of Kendall County, Illinois that the petition be granted and the Zoning maps and ordinance be amended in the manner required by law; and

NOW, THEREFORE, BE IT ORDAINED by the County Board of Kendall County, Illinois that the following described property be and it is hereby rezoned from A1, Agricultural District to B3, Highway Business and that the County Clerk be and she is hereby ordered and directed to change the zoning map, to show the change in zoning classification:

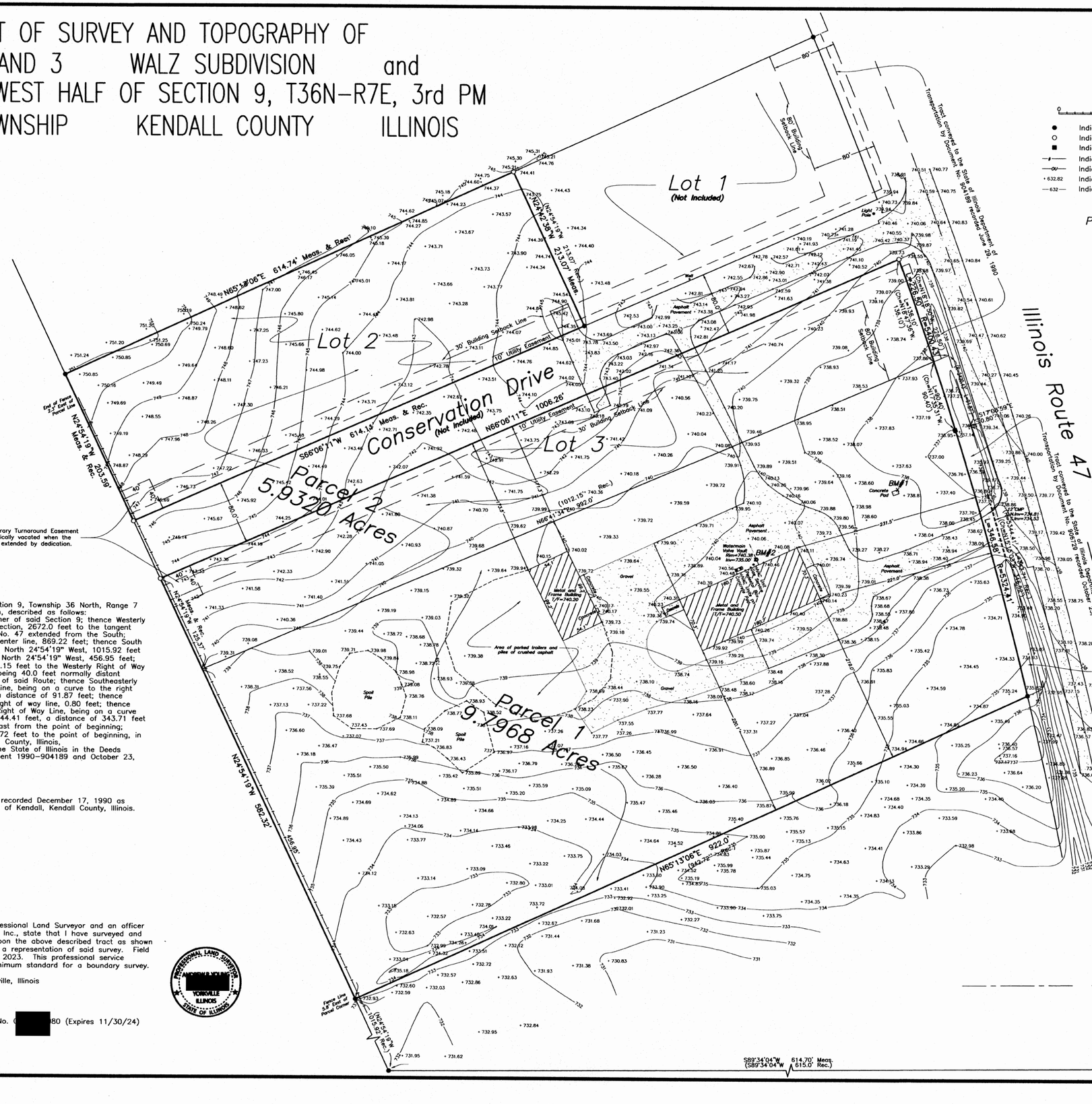
That part of the West half of Section 9, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Section 9; thence Westerly along the Southerly line of said Section 2672.0 feet to the tangent center line of Illinois State Route No. 47 extended from the South; thence south along said tangent center line of said tangent center line extended 869.22 feet; thence South 89°34'04" West 615.0 feet; thence North 24°54'19" West 1015.92 feet for the point of beginning; thence continuing North 24°54'19" West 865.92 feet; thence North 65°13'06" East 1045.82 feet to the Westerly firht of way line of said State Route No. 47, being 40.0 feet normally distant southwesterly from the center line of said Route; thence Southeasterly along said Westerly right of way line being on a curve to the right having a radius of 5420.43 feet; a distance of 528.25 feet; thence South 17°08'59" East along said right of way line 0.80 feet; thence Southeasterly along said Westerly right of way line being on a curve to the right having a radius of 5344.41 feet, a distance of 343.71 feet to a line drawn North 65°13'06" East from the point of beginning; thence South 65°13'06" West 942.72 feet to the point of beginning; containing 20.000 acres, in the Township of Kendall, Kendall County, Illinois.

Passed this 10th day of November, 1975.

Howard Sturges
Chairman, County Board of
Kendall County, Illinois

ATTEST: Jean P. Brady
County Clerk

PLAT OF SURVEY AND TOPOGRAPHY OF
LOTS 2 AND 3 WALZ SUBDIVISION and
PART OF THE WEST HALF OF SECTION 9, T36N-R7E, 3rd PM
KENDALL TOWNSHIP KENDALL COUNTY ILLINOIS



SCALE
1"=60'
0 50 100 150

N

- Indicates Iron Stake Found
- Indicates Iron Stake Set
- Indicates Concrete ROW Monument
- Indicates Line of Fence
- Indicates Overhead Utilities
- 632.82 Indicates Spot Elevation
- 632 Indicates Contour Elevation

PIN: 05-09-300-015

BENCHMARKS -- (NAVD88)

BM#1 - Northeast Corner of Concrete Pad at Northeast Corner of Parcel 1.
Elevation = 740.58

BM#2 - Rim of Watermain Valve Vault North of Office Building.
Elevation = 740.38

40'x40' Temporary Turnaround Easement to be automatically vacated when the public road is extended by dedication.

LEGAL DESCRIPTION OF PARCEL 1:

That Part of the West Half of Section 9, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Southeast Corner of said Section 9; thence Westerly along the Southerly Line of said Section, 2672.0 feet to the tangent center line of Illinois State Route No. 47 extended from the South; thence South along said tangent center line, 869.22 feet; thence South 89°34'04" West, 615.0 feet; thence North 24°54'19" West, 1015.92 feet for the point of beginning; thence North 24°54'19" West, 456.95 feet; thence North 66°41'34" East, 1012.15 feet to the Westerly Right of Way Line of said State Route No. 47, being 40.0 feet normally distant Southwesterly from the center line of said Route; thence Southeasterly along said Westerly Right of Way Line, being on a curve to the right having a radius of 5420.43 feet, a distance of 91.87 feet; thence South 17°08'59" East along said right of way line, 0.80 feet; thence Southeasterly along said Westerly Right of Way Line, being on a curve to the right having a radius of 5344.41 feet, a distance of 343.71 feet to a line drawn North 65°13'06" East from the point of beginning; thence South 65°13'06" West, 942.72 feet to the point of beginning, in the Township of Kendall, in Kendall County, Illinois,
EXCEPT those Parts conveyed to the State of Illinois in the Deeds recorded June 29, 1990 as Document 1990-904189 and October 23, 1990 as Document 1990-906729.

LEGAL DESCRIPTION OF PARCEL 2:

Lots 2 and 3 of Walz Subdivision, recorded December 17, 1990 as Document 907919, in the Township of Kendall, Kendall County, Illinois.

State of Illinois)
) SS
County of Kendall)

I, Andrew R. Young, an Illinois Professional Land Surveyor and an officer of Phillip D. Young and Associates, Inc., state that I have surveyed and located the visible improvements upon the above described tract as shown by the plat hereon drawn which is a representation of said survey. Field work was completed December 15, 2023. This professional service conforms to the current Illinois minimum standard for a boundary survey.

Dated December 21, 2023 at Yorkville, Illinois

[redacted]
Andrew R. Young
Illinois Professional Land Surveyor No. [redacted]80 (Expires 11/30/24)

PROFESSIONAL LAND SURVEYOR ANDREW R. YOUNG 035-[redacted]80 YORKVILLE ILLINOIS STATE OF ILLINOIS

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

03/18/2024 Plat revised to show Easements and Setback Lines on Lots in Walz Subdivision.

JOB NO.	23154
JOB NAME	TEBRUGGE ENGINEERING
DWG FILE	23154B
REVISION DATE	03/18/2024