



## United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

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

### PLANNING AND ZONING

### COMMISSION AGENDA

Wednesday, July 10, 2024

7:00 PM

Yorkville City Hall Council Chambers

651 Prairie Pointe Drive

Meeting Called to Order: 7:00 p.m.

Roll Call:

Previous meeting minutes: June 12, 2024

Citizen's Comments

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#### Public Hearings

1. **PZC 2024-12 102 Worsley St.**, Steve Holland, petitioner/contract purchaser, and KCJ Restoration LLC, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification. The real property is generally located south of east Main Street, immediately east of Worsley Street, and north of the Fox River in Yorkville, Illinois. The petitioner is requesting rezoning approval from R-1 Single-Family Suburban Residential District to R-2 Single Family Traditional Residence District, consisting of approximately 0.28 acres, commonly known as 102 Worsley Street. Additionally, the petitioner is requesting to decrease the minimum lot size for the R-2 Single-Family Traditional Residence District to less than the required 12,000 square feet.

#### Unfinished Business

#### New Business

1. **PZC 2024-12 102 Worsley St.**, Steve Holland, petitioner/contract purchaser, and KCJ Restoration LLC, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification. The real property is generally located south of east Main Street, immediately east of Worsley Street, and north of the Fox River in Yorkville, Illinois. The petitioner is requesting rezoning approval from R-1 Single-Family Suburban Residential District to R-2 Single Family Traditional Residence District, consisting of approximately 0.28 acres, commonly known as 102 Worsley Street. Additionally, the petitioner is requesting to decrease the minimum lot size for the R-2 Single-Family Traditional Residence District to less than the required 12,000 square feet.

#### Action Item

Rezone & Variance

2. **PZC 2024-14 Grande Reserve Units 10 & 11**, The petitioner, D.R. Horton, Inc. - Midwest, is seeking Final Plat approval for an approximately 22-acre site consisting of 158 new residential

townhome lots located east of Kennedy Road and south of the BNSF railroad in Units 10 and 11 of Grande Reserve subdivision.

**Action Item**

Final Plat

**Additional Business**

**1. City Council Action Updates**

- a. **PZC 2024-07 Kelaka, LLC**, Green Door Capital, petitioner/contract purchaser, and Kelaka, LLC, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification. The real property is generally located south of the Burlington Northern Santa Fe railroad line, southeast of Faxon Road. The petitioner is requesting rezoning approval from R-1 Single-Family Suburban Residential District to M-2 General Manufacturing District (contingent on approval of annexation by the City Council) consisting of approximately 148.56 acres.

**Action Item**

Rezone

- b. **PZC 2024-08 Hagemann Trust**, Green Door Capital, petitioner/contract purchaser, and Hagemann Family Trust, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification. The real property is generally located immediately east of Eldamain, north of Corneils Road, and west of West Beecher Road. The petitioner is requesting rezoning approval from R-1 Single-Family Suburban Residential District to M-2 General Manufacturing District (contingent on approval of annexation by the City Council) for three (3) parcels, consisting of approximately 138.441 acres.

**Action Item**

Rezone

- c. **PZC 2024-15 C1 Yorkville, LLC**, petitioner, and Yorkville Nexus LLC, owners, have filed applications with the United City of Yorkville, Kendall County, Illinois, requesting special use authorization for a Planned Unit Development (PUD) and preliminary PUD Plan approval for a data center campus. The real property is generally located immediately east of Eldamain Road, north of the Burlington Northern Santa Fe railroad and Faxon Road, and west of Beecher Road consisting of approximately 230 acres.

**Action Item**

PUD & Preliminary PUD Plan

**Adjournment**

**PLANNING & ZONING COMMISSION**

**City Council Chambers**

**651 Prairie Pointe Drive, Yorkville, IL**

**Wednesday, June 12, 2024 7:00pm**

**Meeting Called to Order**

Commissioner Danny Williams called the meeting to order at 7:00pm, roll was called and a quorum was established.

**Roll Call**

Greg Millen-yes, Rich Vinyard-yes (via Zoom), Danny Williams-yes, Ryan Forristall-yes, Rusty Hyett-yes, Reagan Goins-yes

**City Staff**

Krysti Barksdale-Noble, Community Development Director  
Sara Mendez, Planner1

**Other Guests**

Chris Vitosh, Vitosh Reporting Service  
Lynn Dubajic Kellogg, City Consultant  
Nicholas Dodd  
Mark & Liz Thompson  
Mary Maher Bartalone, Kendall Mktpl.  
Dave & Nancy Peat, Kylyn's Ridge  
Roger Blomgren, Baird & Warner  
Sam ?, via Zoom  
Larry Hagemann via Zoom  
David Petesch, *Kendall County Record*, via Zoom  
Brian??  
Lisa??

Russ Whitaker, Rosanova & Whitaker  
Matt Gilbert, Green Door Capital  
Connie McMahan  
Don Bartalone, Kendall Marketplace  
Sam Woodworth, WSPY  
Shawn Thomas, IBEW  
Bradd Hout  
Ryan Fitzgerald via Zoom  
Ryan/FVBRA staff via Zoom  
Mike Reisenbach???  
Bailey Karabotham??? BB Shore Lane

**Previous Meeting Minutes** May 8, 2024

Motion by Reagan Goins and second by Richard Vinyard to approve the minutes as presented.  
Roll call: Vinyard-yes, Williams-yes, Forristall-yes, Hyett-yes, Goins-yes, Millen-yes. Carried 6-0.

**Citizen's Comments** None

**Public Hearings**

Commissioner Williams explained the procedure for the 3 Hearings and swore in those who would give testimony. He also explained the order for presenting testimony. A motion was made by Ms. Goins to open the Public Hearings, seconded by Mr. Hyett. Public Hearings opened at 7:04pm. Roll call: Vinyard-yes, Williams-yes, Forristall-yes, Hyett-yes, Goins-yes, Millen-yes. Carried 6-0. Mr. Williams read each Public Hearing description.

1. **PZC 2024-07 Kelaka, LLC**, Green Door Capital, petitioner/contract purchaser and Kelaka, LLC, owners, have filed an application with the United City of Yorkville,

Kendall County, Illinois, requesting rezoning classification. The real property is generally located south of the Burlington Northern Santa Fe railroad line, southeast of Faxon Road. The petitioner is requesting rezoning approval from R-1 Single-Family Suburban Residential District to M-2 General Manufacturing District (contingent on approval of annexation by the City Council) consisting of approximately 148.56 acres.

2. **PZC 2024-08 Hagemann Trust**, Green Door Capital, petitioner/contract purchaser, and Hagemann Family Trust, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification. The real property is generally located immediately east of Eldamain, north of Corneils Road and west of West Beecher Road. The petitioner is requesting rezoning approval from R-1 Single-Family Suburban Residential District to M-2 General Manufacturing District (contingent on approval of annexation by the City Council) for three (3) parcels, consisting of approximately 138.44 acres.
3. **PZC 2024-15 C1 Yorkville, LLC**, petitioner, and Yorkville Nexus LLC, owners, have filed applications with the United City of Yorkville, Kendall County, Illinois, requesting special use authorization for a Planned Unit Development (PUD) and preliminary PUD Plan approval for a data center campus. The real property is generally located immediately east of Eldamain Road, north of the Burlington Northern Santa Fe railroad and Faxon Road and west of Beecher Road consisting of approximately 230 acres.

*(See Court Reporter's transcript)*

At approximately 8:19pm a motion was made by Ms. Goins and seconded by Mr. Millen to close the Public Hearing. Roll call: Williams-yes, Forristall-yes, Hyett-yes, Goins-yes, Millen-yes, Vinyard-yes. Carried 6-0.

**Unfinished Business** None

**New Business**

**1. 2024-07 Kelaka LLC** (see above for full description)

**Background:** Ms. Noble explained what data centers are used for and said these locations are suitable since a large ComEd sub-station is close for the large amount of power data centers use. She said the property owner has the right to petition for annexation without notifying adjacent property owners. When the code is not being observed exactly, the public has the right to provide comment. She said state law dictates how nearby property owners are notified of rezoning, etc. The law says owners within 250 feet must be notified and the city actually does 500 feet. Since all property coming into the city defaults to R-1 zoning, this is the reason for the rezoning request. Staff supports this request to rezone to M-2.

**NOTE:** The petitioner provided responses to the rezoning request and would like them to be included in the official record.

**Discussion:** Commissioner Williams was concerned that there was no PUD on the Kelaka and Hagemann requests and that the petitioners could rezone them to M-2 and possibly sell them to someone who has no intention of using them for data centers. However, he said data centers would greatly add to the tax base. There are 2 specific homeowners who will be affected and he believes their property values will be lowered as a result. He asked if the petitioner had reached out to the owners about purchasing their land. Mr. Gilbert said the petitioner had not and he believes the property value would actually increase. He added the petitioner has no plans for the sites at this time.

**Action Item**

**Rezone**

Commissioner Williams entertained a motion to approve PZC 2024-07 Kelaka. So moved and seconded by Mr. Vinyard and Mr. Forristall, respectively. The rezoning standards were reviewed at this time and the motion as follows was read by Ms. Goins.

**Motion:** In consideration of testimony presented during a Public Hearing on June 12, 2024 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for rezoning from R-1 Single-Family Residential to M-2 General Manufacturing District for a proposed future industrial/data center, contingent upon approval of annexation by the City Council, for a property generally located south of the Burlington Santa Fe railroad line, just southeast of Faxon Road.

Roll call: Forristall-yes, Hyett-yes, Goins-yes, Millen-yes, Vinyard-yes, Williams-yes. Carried 6-0.

**2. PZC 2024-08 Hagemann Trust** (see full description above)

**Background** Ms. Noble said this property consists of 3 parcels north on Eldamain Rd., unincorporated and zoned A-1 in Kendall County, with a request to rezone to M-2. The city entered into an IGA in 2011 with Plano and Kendall County in regards to reconstruction of Eldamain from Menards north to Galena. Kendall County assumed jurisdiction and made improvements at \$6.3 million. The 3 entities decided to split that cost and Yorkville's share was \$3.8 million. Any property that would annex to that area with frontage, would have to pay their share. At that time the cost was deemed to be \$336 per linear foot and will be determined at a later time. Grants may also be received. In 2019 the city revised the Comp Plan and all land use from the currently annexed portion (Bright Farms area) north to Baseline Rd. is zoned for manufacturing/general industrial. She said staff is supportive of the annexation and rezoning request. Mr. Williams noted this property has the 2 homeowners that would be part of the annexation.

**Action Item**

**Rezone**

A motion was made by Mr. Vinyard to approve PZC 2024-08 Hagemann Trust and seconded by Mr. Forristall. The zoning standards were reviewed and Mr. Williams noted that the 2 property owners, their children and livelihood will be impacted. Roll call: Forristall-yes, Hyett-yes, Goins-yes, Millen-no, Vinyard-yes, Williams-no. Carried 4-yes, 2-no.

**3. PZC 2024-15 C1 Yorkville, LLC** (see full description above)

**Background:** Ms. Noble said the request is for a PUD and preliminary plan. The PUD is a group of variances granted to development based on the developer providing a higher level of benefit to the city. She said there are 12 standards that can be requested for PUD status and only one standard is needed. The standard being met by the petitioner is regional public utilities improvements, water & sanitary. Other developers in the area will become beneficiaries of connecting to those utilities. The preliminary plan has 13 deviations and she reviewed 10 of those, some of which are setbacks, parking, vehicular cross access, loading space, landscaping. Ms. Noble noted that the city has hired a sound engineer to do a sound evaluation.

NOTE: The petitioner has requested that the Special Use and PUD standards be entered into the public record.

### **Action Item**

#### **PUD & Preliminary PUD Plan**

A motion was made and seconded by Ms. Goins and Mr. Millen, respectively, to approve PZC 2024-15 C1 Yorkville, LLC. Mr. Williams reviewed the standards for Special Use and PUD. He noted that construction hours have been an issue and could be addressed with the city.

**Motion:** Ms. Goins read the Special Use motion as follows: In consideration of testimony presented during a Public Hearing on June 12, 2024 and approval of findings of fact, the Planning and Zoning Commission recommends approval to the City Council of a request for **Special Use** authorization of a Planned Unit Development for a data center campus to be located at the northeast corner of Faxon Road and Eldamain Road subject to the conditions enumerated in a staff memorandum dated June 4, 2024 and further subject to class D perimeter landscaping around 3 sides along Eldamain, Beecher and Faxon Roads.

Roll call: Forristall-yes, Hyett-yes, Goins-yes, Millen-yes, Vinyard-yes, Williams-yes. Carried 6-0.

It was moved and seconded by Ms. Goins and Mr. Hyett, respectively for approval of the **PUD** for PZC 2024-15 C1 Yorkville, LLC. **Motion:** Ms. Goins read the motion as follows: The Planning and Zoning Commission recommends approval to the City Council of the Cyrus One – Yorkville, Illinois Preliminary PUD Plan prepared by Olsson and dated May 21, 2024 and further subject to Class D landscaping along Eldamain, Faxon Road and Beecher Road. Roll call: Hyett-yes, Goins-yes, Millen-yes, Vinyard-yes, Williams-yes, Forristall-yes. Carried 6-0.

### **Additional Business**

#### **1. Appointment of Vice Chair**

A Commission Chairman has not been appointed by the Mayor as of yet. Mr. Williams nominated Mr. Vinyard to continue as the Vice-Chair and Ms. Goins seconded.

Roll call: Goins-yes, Millen-yes, Vinyard-yes, Williams-yes, Forristall-yes, Hyett-yes. Carried 6-0.

#### **2. City Council Action Updates**

Ms. Mendez stated that all action items listed on the agenda had been approved.

### **Adjournment**

There was no further business and the meeting was adjourned at 8:57pm on a unanimous voice vote.

Respectfully submitted by  
Marlys Young, Minute Taker

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UNITED CITY OF YORKVILLE  
YORKVILLE, ILLINOIS

PLANNING AND ZONING COMMISSION  
PUBLIC HEARING

651 Prairie Pointe Drive  
Yorkville, Illinois

Wednesday, June 12, 2024  
7:00 p.m.

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PRESENT: (In person and via Zoom)

- Mr. Danny Williams, Chairman,
- Mr. Rich Vinyard,
- Ms. Reagan Goins,
- Mr. Greg Millen,
- Mr. Rusty Hyett.
- Mr. Ryan Forristall.

ALSO PRESENT:

- Ms. Krysti Barksdale-Noble, Community  
Development Director;
- Ms. Sara Mendez, Planner;
- Ms. Marlys Young, Minute Taker.

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I N D E X

WITNESS:	PAGE:
MATT GILBERT	8
SHAUN THOMAS	10
MARY MAHER-BARTALONE	11
ROGER BLOMGREN	13
LISA PRATHER	20
BRIAN (no last name supplied)	27
DON BARTALONE	29
NICHOLAS DODD	30
MIKE REISENBECK	34
BAILEY CARRABOTTA	42
RUSS WHITAKER	44

- - - - -

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

4 CHAIRMAN WILLIAMS: There are three  
5 public hearings scheduled for tonight's Planning  
6 and Zoning Commission meeting. The purpose of  
7 these hearings is to invite testimony from  
8 members of the public regarding the proposed  
9 requests that are being considered before this  
10 Commission tonight.

11 Testimony from persons present who  
12 wish to speak may be for or against the requests  
13 or to ask questions of the petitioners regarding  
14 the request being heard.

15 Those persons wishing to testify are  
16 asked to speak clearly, one at a time, and state  
17 your name, who you represent, if anyone. You are  
18 also asked to sign in at the podium over there.

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

23 (Witnesses sworn.)

24 CHAIRMAN WILLIAMS: All right. So

1       tonight the order for receiving testimony during  
2       the public hearing will be as follows: The  
3       petitioner for the request will present to the  
4       public, those wishing to speak in favor of the  
5       request will speak after, and then those wishing  
6       to speak in opposition to the request will speak  
7       after that.

8                   May I have a motion to open the  
9       public hearings on petition number one, PZC  
10      2024-07, Kelaka, LLC, requesting rezoning  
11      classification; number two, PZC 2024-08, Hagemann  
12      Trust, requesting rezoning classification; and  
13      three, PZC 2024-15, C1 Yorkville, LLC, requesting  
14      PUD and preliminary plan approval? May I have a  
15      motion, please?

16                   MS. GOINS: So moved.

17                   MR. HYETT: Second.

18                   CHAIRMAN WILLIAMS: Thank you very much.  
19      Roll call vote on the motion.

20                   MS. YOUNG: Vinyard.

21                           (No response.)

22                   MS. YOUNG: Vinyard.

23                   MS. NOBLE: He said aye.

24                   MS. YOUNG: Okay, thank you. Williams.

1 CHAIRMAN WILLIAMS: Yes.

2 MS. YOUNG: Forristall.

3 MR. FORRISTALL: Yes.

4 MS. YOUNG: Hyett.

5 MR. HYETT: Yes.

6 MS. YOUNG: Goins.

7 MS. GOINS: Yes.

8 MS. YOUNG: And Millen.

9 MR. MILLEN: Yes.

10 MS. YOUNG: Thank you.

11 CHAIRMAN WILLIAMS: Thank you. The  
12 public hearings up for discussion tonight are as  
13 follows: PZC 2024-07, Kelaka, LLC. This is  
14 Green Door Capital, petitioner and contract  
15 purchaser, and Kelaka, LLC, owners, has filed an  
16 application with the United City of Yorkville,  
17 Kendall County, Illinois, requesting rezoning  
18 classification.

19 The real property is generally  
20 located south of the Burlington Northern Santa Fe  
21 railroad line, southeast of Faxon Road. The  
22 petitioner is requesting rezoning approval from  
23 R-1 Single Family Suburban Residential District  
24 to M-2 General Manufacturing District, contingent

1 on approval of annexation by the City Council.

2 This property consists of  
3 approximately 148.56 acres, and, again, that was  
4 PZC 2024-07.

5 Additionally there is PZC 2024-08,  
6 Hagemann Trust, Green Door Capital, petitioner/  
7 contract purchaser, and Hagemann Family Trust,  
8 owners, has filed an application with the United  
9 City of Yorkville, Kendall County, Illinois,  
10 requesting rezoning classification.

11 The real property for that is  
12 generally located immediately east of Eldamain,  
13 north of Corneils Road and west of West Beecher  
14 Road.

15 The petitioner is requesting  
16 rezoning approval from R-1 Single Family Suburban  
17 Residential District to M-2 General Manufacturing  
18 District, contingent on approval of annexation by  
19 the City Council for three parcels consisting of  
20 approximately 138.44 acres. Again, that was PZC  
21 2024-08.

22 Finally we have PZC 2024-15, C1  
23 Yorkville, LLC, petitioner, and Yorkville Nexus,  
24 LLC, owners, have filed applications with the

1 United City of Yorkville, Kendall County,  
2 Illinois, requesting special use authorization  
3 for a planned unit development and preliminary  
4 PUD plan approval for a data center campus.

5 The real property is generally  
6 located immediately east of Eldamain Road, north  
7 of the Burlington Northern Santa Fe railroad and  
8 Faxon Road and west of Beecher Road consisting of  
9 approximately 230 acres. Again, that one was PZC  
10 2024-15.

11 Is the petitioner for PZC 2024-07,  
12 Kelaka, LLC, ready to present?

13 MR. GILBERT: Yes.

14 CHAIRMAN WILLIAMS: Thank you.

15 MATT GILBERT,  
16 having been first duly sworn, testified from the  
17 podium as follows:

18 MR. GILBERT: Hello. Turn this on.  
19 Good evening. My name is Matt Gilbert. I am  
20 with Green Door Capital based here out of  
21 Chicago.

22 We have been working -- So actually  
23 we currently own approximately 280 acres in the  
24 immediate area of the subject sites, including

1 the third applicant for the PUD plan. We also  
2 are petitioner for the first two annexation  
3 rezoning properties.

4 We have been working with the city,  
5 with Yorkville, to get the properties annexed and  
6 rezoned into the City of Yorkville. We have  
7 worked on an extensive plan to bring utilities to  
8 the area.

9 We have been upfront with the city  
10 all along on the plans to bring manufacturing  
11 development, which may or may not include cold  
12 storage facilities, data center facilities, and  
13 we have been involved with the city I'd say for  
14 the past two years.

15 This is kind of one of the final  
16 steps for the Kelaka piece before we actually  
17 close on the acquisition of the site, and we  
18 don't have any plans for the Kelaka site as of  
19 right now for any development other than we will  
20 own it, hold it.

21 We are marketing the site for both  
22 industrial and data center development nationwide  
23 currently. I guess I'll stop there unless there  
24 is any questions from Staff.

1 CHAIRMAN WILLIAMS: Not at this time,  
2 unless anyone on the board wishes to ask any  
3 questions at this time. Sorry to speak for you.

4 (No response.)

5 CHAIRMAN WILLIAMS: Thank you. You may  
6 be seated. So with that said, is there anyone  
7 present who wishes to speak in favor of the  
8 request? Please step forward, sir.

9 SHAUN THOMAS,  
10 having been first duly sworn, testified from the  
11 podium as follows:

12 MR. THOMAS: Good evening. My name  
13 Shaun Thomas. I am a representative of the  
14 IBEW, Local 461, the International Brotherhood  
15 of Electrical Workers. We cover this  
16 jurisdiction.

17 With the progress that's currently  
18 being made on Eldamain Road, that entire  
19 corridor, with the lettuce farm, the Ready Mix  
20 factory, I believe that these projects will  
21 enhance that, bring taxpayer -- tax dollars to  
22 the area, as well as not only good paying  
23 construction jobs, but jobs for community members  
24 as well. I think it's a win/win.

1                   When the construction of that  
2 Eldamain corridor was done, everybody knows that  
3 road was poured thick, it was -- excuse me, it  
4 was built for what these individuals plan on  
5 doing, and I think it would be a win for this  
6 community and for the members of the community.

7                   CHAIRMAN WILLIAMS: Thank you, sir. Is  
8 there anyone else who wishes to speak in favor of  
9 the request?

10                   (No response.)

11                   CHAIRMAN WILLIAMS: I will take that as  
12 a no.

13                   MS. MAHER-BARTALONE: I will.

14                   CHAIRMAN WILLIAMS: Oh, you will? Thank  
15 you. Sorry.

16                   MARY MAHER-BARTALONE,  
17 having been first duly sworn, testified from the  
18 podium as follows:

19                   MS. MAHER-BARTALONE: My name is Mary  
20 Maher-Bartalone and I live very close to one of  
21 the sites that's looking to be rezoned, the one  
22 here (indicating). Also, I am the Bristol  
23 Township assessor, so I do deal with a lot of  
24 this stuff.

1           So, anyway, I am generally largely  
2           in favor of the development because of the huge  
3           increase to the assessed valuation base that we  
4           have for our township, so I don't know exactly  
5           what it's going to wind up being, of course;  
6           however, our current industrial assessed value is  
7           very, very, very small compared to residential  
8           properties, so a development like this I think  
9           would be a boon really to our aggregate assessed  
10          value, which ultimately plays a big part in the  
11          tax rate that ultimately calculates your tax  
12          bill.

13           My only concerns really are -- and I  
14          don't know if this is the most appropriate place,  
15          and this is more as like a homeowner who lives  
16          right there, is the rules or whatever is going to  
17          be put in force for the actual construction of  
18          the property because we live, you know, in a  
19          residential area and attention to detail about  
20          the rules for like when can they start, when can  
21          they end, what are the rules regarding noise,  
22          lighting, that was another question I had, things  
23          of this nature, so I would just -- would really  
24          hope that the City of Yorkville would be really

1 on top of that because, just as, for example, the  
2 development right across the street from us, it's  
3 7:00 o'clock at night, they are all still out  
4 there working with all their big, heavy  
5 machinery, so I'm just going to say that. And so  
6 that's it. I am largely in favor for those  
7 reasons.

8 CHAIRMAN WILLIAMS: Thank you, ma'am.  
9 All right. Is there anyone else who wishes to  
10 speak in favor?

11 (No response.)

12 CHAIRMAN WILLIAMS: Take that as a no.  
13 All right. Is there anyone present who wishes to  
14 speak in opposition to the request? Please come  
15 on up, sir.

16 ROGER BLOMGREN,  
17 having been first duly sworn, testified from the  
18 podium as follows:

19 MR. BLOMGREN: You didn't give me a  
20 category of none of the above.

21 CHAIRMAN WILLIAMS: Understand.

22 MR. BLOMGREN: My name is Roger  
23 Blomgren, I live in Yorkville, south side. I am  
24 also a representative of Baird & Warner Real

1 Estate and I represent the property owners at  
2 11254 Faxon Road, which is commonly known as the  
3 Rob Roy farm, and when the ownership of the farm  
4 showed me the document, they probably consist of  
5 about 17 -- a little over 17 acres of land, and  
6 my question would be as to since they are not  
7 going to develop it in the near future, what  
8 impact, if any, does this development or this  
9 annexation have on the property.

10 Second question would be we carry --  
11 or this property carries a Plano address and it's  
12 my understanding that anything east of Eldamain  
13 is -- the boundary agreement states that anything  
14 east of Eldamain is Yorkville, so I would assume  
15 that -- I guess I can't assume. If there is an  
16 annexation, who would propose the annexation for  
17 this property?

18 CHAIRMAN WILLIAMS: That would be the  
19 petitioner, and I believe the petitioner can  
20 speak on the timeline.

21 MR. BLOMGREN: Would that be the  
22 petitioner? If, for example, the developer  
23 decided they want to move on this property, they  
24 would advance the petition?

1 MS. NOBLE: The petition has already  
2 been submitted and a public hearing has already  
3 been conducted for the annexation.

4 MR. BLOMGREN: I'm sorry, I can't hear  
5 you.

6 MS. NOBLE: The petition for annexation  
7 has already been submitted and a public hearing  
8 was held on May 14th.

9 MR. BLOMGREN: Yeah, no, I understand,  
10 but for this particular piece of property, has  
11 there been a petition presented for annexation  
12 into the City of Yorkville?

13 MS. NOBLE: Yes, it was presented and a  
14 public hearing was held on May 14th for  
15 annexation.

16 MR. BLOMGREN: And has there been -- and  
17 there was a public hearing for that?

18 MS. NOBLE: Correct. May 14th.

19 MR. BLOMGREN: And were the owners  
20 notified of that, you know?

21 MS. NOBLE: With annexations it's only a  
22 notification in the public paper, so it would  
23 have been in the paper, and then --

24 MR. BLOMGREN: And which paper might

1 that have been?

2 MS. NOBLE: That would have been -- it's  
3 in the packet. That would have been the Beacon,  
4 Beacon newspaper.

5 MR. BLOMGREN: The Beacon. The one  
6 that's about this thick now, that goes to about  
7 14 people in Yorkville?

8 MS. NOBLE: Beacon newspaper, it was  
9 published. So there is no obligation for  
10 notification of property owners, only for  
11 requests for rezoning.

12 MR. BLOMGREN: Okay, I understand. In  
13 terms of utilities that are coming in to service  
14 the road, to service the annexation parcel, are  
15 there any plans -- and we understand water is  
16 coming down Beecher and then turning towards  
17 Alice on Faxon, is that fair? Is that correct?

18 MS. NOBLE: Yes. The petitioner is  
19 actually working with the city to fund that  
20 extension of utilities to the area.

21 MR. BLOMGREN: Will that include sewer  
22 as well?

23 MS. NOBLE: There is some sewer, but I  
24 don't know if it is going directly to this site

1 or not, but sewer extension is planned in the  
2 area.

3 MR. BLOMGREN: And will there be --  
4 since this will be annexed into the city and  
5 become manufacturing M-2, are there -- and since  
6 at least presently there is no access to Eldamain  
7 via Faxon, are there plans to create some access  
8 to Eldamain via Faxon; if not, what is the plan  
9 for the traffic for the semis?

10 MS. NOBLE: So at this time, since there  
11 is no development plan, no improvements to the  
12 road regarding this property will take place  
13 until there is a development plan, so as it  
14 exists now is how it will remain until the time  
15 such development plans are submitted.

16 MR. BLOMGREN: Okay. At this point I  
17 have this property under contract, and I've got  
18 to go back and articulate what's going to happen,  
19 whether it's going to be pro or con for these  
20 particular buyers, and I assume if there is going  
21 to be any further meetings, the property owners  
22 will be notified of same, correct?

23 MS. NOBLE: If there is a request that  
24 requires City Council approval, yes. If it's

1 just a building permit or anything that they are  
2 entitled to under their zoning, no.

3 MR. BLOMGREN: All right. Very good.  
4 Thank you.

5 CHAIRMAN WILLIAMS: Thank you, sir.  
6 Again, is there anyone else present who wishes to  
7 speak in opposition to the request?

8 (No response.)

9 CHAIRMAN WILLIAMS: And then when it  
10 comes to questions for the commissioners, that  
11 would come after opposition, so if there is  
12 anyone with questions, and there is no one else  
13 with oppositions, we can move on to those who  
14 wish to ask any questions of the petitioner.

15 Is there anyone here who would like  
16 to ask any questions?

17 (No response.)

18 CHAIRMAN WILLIAMS: I will take that as  
19 a no as well. All right. Is the petitioner for  
20 2024-08, Hagemann Trust, ready to present? I  
21 believe it's still you as well, sir.

22 MR. GILBERT: Again, my name is Matt  
23 Gilbert, same intro on the land currently owned.  
24 This site we have been working on for almost

1 two years on the acquisition side. We have gone  
2 back and forth with the city in terms of what can  
3 be developed.

4 The one additional note that I would  
5 add to my previous comments is that right in this  
6 immediate area Com Ed has a set of four  
7 substations with what I understand to be one of  
8 their largest set of substations in their entire  
9 Illinois network.

10 They have been marketing this for  
11 approximately five years to large data center  
12 users. That was one of the things that attracted  
13 us to the area when we came in to acquire the  
14 first piece of land.

15 The other piece of note for this  
16 site, specifically the 138 -- approximately 138  
17 and a half acres, this will run along Eldamain  
18 Road, will have access to Eldamain Road subject  
19 to the county's rules and regulations about how  
20 many access points we can have on that site.

21 We again are wrapping up this  
22 rezoning annexation process as a final step  
23 before acquiring the property, which should  
24 happen later -- later in the year, so thank you

1 very much.

2 CHAIRMAN WILLIAMS: Thank you. All  
3 right. So with that said, again, this is PZC  
4 2024-08, Hagemann Trust. I apologize for needing  
5 to repeat them, but I know we have a lot tonight,  
6 want to make sure nobody is confused. I know I  
7 certainly have been.

8 Is there anyone who wishes to speak  
9 in favor of this particular request?

10 (No response.)

11 CHAIRMAN WILLIAMS: And then is there  
12 anyone present who wishes to speak in opposition  
13 to this particular request? Come up, sir.  
14 Sorry. Ma'am.

15 LISA PRATHER,  
16 having been first duly sworn, testified from the  
17 podium as follows:

18 MS. PRATHER: My name is Lisa Prather  
19 and I live on Eldamain, 1314, and my neighbor and  
20 I are like the two houses that will be surrounded  
21 by this, and I realize that this is going to  
22 happen, like -- and it is really good for our  
23 city, it will help the tax revenue and that's all  
24 great.

1 My concern is that there's got to be  
2 some kind of idea of a project, and what does  
3 that look like? Because it's got to look like  
4 something.

5 CHAIRMAN WILLIAMS: No, I agree, and  
6 that's -- so right now we are dealing with the  
7 annexation.

8 MS. PRATHER: I get that.

9 CHAIRMAN WILLIAMS: Once the annexation  
10 is complete, there would be a project proposal  
11 that would come forward.

12 MS. PRATHER: Should I look in the  
13 Beacon News?

14 CHAIRMAN WILLIAMS: I am unsure if it  
15 will be in the Beacon, but, Krysti, correct me if  
16 I am wrong, if they did have a plan proposal, it  
17 would come to the PZC again, correct?

18 MS. NOBLE: It depends. So what the  
19 petitioner is asking for is just to annex and  
20 rezone the property --

21 MS. PRATHER: I get that.

22 MS. NOBLE: -- and hold it as entitled  
23 until such time a development comes.

24 MS. PRATHER: Oh, yeah.

1 MS. NOBLE: If a development comes and  
2 it meets the standards of the M-2 District that  
3 they are proposing to rezone to, there will not  
4 be any public input. It's a staff level review  
5 making sure that they meet all of the standards  
6 that the code prescribes for uses in industrial  
7 land use.

8 If it does require any city  
9 approvals, if they are seeking something above  
10 and beyond what's permitted outright in the  
11 M-2 District, there may be a public input  
12 process, but at this time since we don't have a  
13 plan and they don't have a user, there is no site  
14 plan to reference or to say how this site would  
15 be developed.

16 MS. PRATHER: Okay. Well, that's fair,  
17 but this is going to crush my property value.  
18 Like crush it.

19 CHAIRMAN WILLIAMS: And I completely  
20 understand. I saw those two houses that were  
21 being surrounded by this and I am so happy to see  
22 you folks here tonight.

23 MS. PRATHER: Yeah.

24 CHAIRMAN WILLIAMS: And I wanted to ask

1 you as well, even if we were to approve the  
2 annexation, we as a board could agree on putting  
3 contingencies upon the plan I believe, and  
4 correct me if I am wrong, Krysti.

5 What would you like to see  
6 personally? I'm sure you would like to see the  
7 site not be developed at all, but is there a  
8 happy medium at all? Would you like fencing?

9 MS. PRATHER: No, that's not necessarily  
10 true, like there's got to be buffering, there's  
11 got to be like buffering of trees, maybe a fence,  
12 maybe a berm, maybe --

13 MS. NOBLE: That's part of the  
14 standards. That is already in our code that they  
15 would have to adhere to.

16 MS. PRATHER: But how far back?

17 MS. NOBLE: So with industrial next to  
18 residential, it has to be at least a 20-foot  
19 buffer of dense trees --

20 MS. PRATHER: That's not far enough.

21 MS. NOBLE: Of dense trees, understory  
22 trees and landscaping shrubs, as well as a fence.  
23 Again, that's just on the perimeter.

24 There is also distances for the

1 buildings itself. The buildings would have a  
2 buffering distance of at least 50 feet, depending  
3 on what the site plan is, if they are to meet the  
4 standards of our current M-2 zoning.

5 Once we have a plan, and if that  
6 plan requires public input because they are  
7 asking for more than what's presented, that's the  
8 opportunity for the Planning and Zoning  
9 Commission to attach conditions.

10 At this time because there is no  
11 plan, we are only voting on the zoning, and the  
12 annexation is up to City Council.

13 MS. PRATHER: But the thing is the  
14 zoning is going to affect my property value.

15 MS. NOBLE: The petitioner can address  
16 that. They had to address it as part of their  
17 comments.

18 MS. PRATHER: I could move, I could be  
19 bought out. My interest rate is two percent on  
20 my mortgage. Am I going to be compensated if I  
21 have to move from two percent on a 30-year fixed?  
22 Because that's what's the realistic thing here.  
23 You have two homeowners, two, so we're not going  
24 to stop this. We understand that.

1 MS. NOBLE: That is not on the purview  
2 of the City Council and the Planning and Zoning  
3 Commission tonight. It's only --

4 MS. PRATHER: Yeah, but you could say  
5 no.

6 MS. NOBLE: That's for them -- that is  
7 for them to vote on, not Staff. I am just  
8 presenting the facts that are presented in the  
9 packet.

10 MS. PRATHER: So am I. These are my  
11 facts, my daily, my future.

12 MS. NOBLE: Did you want the petitioner  
13 to respond to your comment about --

14 MS. PRATHER: Sure.

15 MS. NOBLE: -- property values?

16 MS. PRATHER: If he would like to, he is  
17 more than welcome to.

18 MS. NOBLE: Yes, please.

19 MR. GILBERT: So the property value  
20 question is certainly a valid question. We -- as  
21 was stated, we do not have any plans right now to  
22 develop. We don't have a user, we don't have a  
23 site plan.

24 It's hard to say when we will

1 develop, it's hard to say if we will develop, so  
2 we are buying the land to potentially build down  
3 the road.

4 What I can tell you is this area has  
5 long been in the City's Comprehensive Plan to go  
6 manufacturing, to go M-2, so we were kind of  
7 following the lead of where this was -- you know,  
8 where this type of development was to be directed  
9 in any case.

10 We are more than willing to discuss  
11 a purchase of property at some point. You know,  
12 we can only deal with, you know, market values,  
13 we can't replace interest rates, stuff like that,  
14 but we are certainly open to a discussion on, you  
15 know, purchasing, you know, various properties  
16 around, but what I can tell you is this -- this  
17 whole area was always earmarked to be  
18 manufacturing and M-2 development -- sorry, M-2  
19 zoning, but we are open to discussions with the  
20 homeowners on purchasing property.

21 CHAIRMAN WILLIAMS: Thank you. And  
22 thank you very much for speaking. Is there  
23 anyone else who wishes to speak in opposition?  
24 Please come on up, sir.

1           BRIAN (no last name supplied),  
2           having been first duly sworn, testified from the  
3           podium as follows:

4           MR. BRIAN: Hello. My name is Brian. I  
5           live in Yorkville about a few years now.  
6           Listening to both parties of the 07, 08, and the  
7           lack of confidence in the rebuttal to the plan,  
8           the problem is there is no plan. It's going to  
9           happen. Something will go in. You don't hold  
10          land not to make a profit off of it.

11           If the plan was to change it to an  
12          M-2, why is it residential, why is it  
13          agricultural? Now, there's got to be plenty of  
14          other M-2 zoning in the area and, if not, we can  
15          look into something further away from established  
16          residential.

17           You can't change the example  
18          two percent interest rate; right now what are we  
19          averaging, seven, eight, with no change as of  
20          right now, nothing even until the end of the  
21          year. So if you want to improve the City of  
22          Yorkville, keep the residents happy, they will  
23          pay their taxes, they will stay here.

24           Look at Oswego, they were all farm.

1 They gladly developed two into one. Granted they  
2 had some push-back back and forth, but this is an  
3 early chance to establish that with the community  
4 rather than go ahead and kick out people.

5 I live on Blackberry right behind  
6 Home Depot. Once again, the spacing between what  
7 you can see right now, it's like if they plan.

8 Well, what about the lighting? You  
9 are right on 34. There is already construction  
10 across the street. The farmland is right behind  
11 us, too.

12 You are looking at potentially  
13 taking the residents that have built there, that  
14 have already paid their taxes, and kicking them  
15 out, and then now they can't afford Kendall  
16 County. They will have to go somewhere. The  
17 closest one in the southwest area would be  
18 Grundy.

19 You are taking away from the school  
20 district, especially the young children who had  
21 moved here who hoped they could have that  
22 kindergarten to high school ranking up eight --  
23 the eight to ten ranking you do see when you do  
24 move.

1                   So from what I heard -- I just came  
2 here to listen, and I don't like anything. There  
3 is no confidence. It's all about planning.  
4 Well, plan in the M-2s. They are set there for a  
5 reason. I don't know why you have to encroach on  
6 residents. Thank you.

7                   CHAIRMAN WILLIAMS: Thank you very much.  
8 All right. Is there anyone else who wishes to  
9 speak in opposition?

10                  CHAIRMAN WILLIAMS: Sir.

11                                 DON BARTALONE,  
12 having been first duly sworn, testified from the  
13 podium as follows:

14                  MR. BARTALONE: My name is Don  
15 Bartalone. I live in that same area, and it's  
16 zoned for residential. Why take that away from  
17 us? And we were just talking about -- Mary came  
18 up and said right now we left the neighborhood  
19 and at 7:00 o'clock, these guys are still out  
20 there. They start at 7:00 in the morning and  
21 they're out at 7:00 o'clock at night. They're  
22 still out there.

23                                 And, you know, I work for OSHA.  
24 Tomorrow morning I am calling because these guys

1 are trenching out there, there is no -- they  
2 don't do anything the right way and I've had  
3 enough of the noise.

4 But that stuff behind us is supposed  
5 to be for homes. Why are we rezoning it? Let --  
6 if we're going to stay on Eldamain and keep that  
7 for building for factories and stuff, that's  
8 fine, but you are taking away something that they  
9 could put homes there. That's all I've got.

10 CHAIRMAN WILLIAMS: Thank you.

11 MR. BARTALONE: It's your turn.

12 NICHOLAS DODD,

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

15 MR. DODD: Hi. My name is Nicholas  
16 Dodd. I live at 1286 Eldamain. I am the second  
17 home that's surrounded by this.

18 When me and my family originally  
19 moved here, we moved here for the schools. We  
20 moved onto Eldamain because we were in the middle  
21 of nowhere. I can teach my kids about dirt  
22 bikes, four wheelers, and not have to worry about  
23 an HOA or anyone else yelling at me because  
24 whatever, the grass is too long, whatever it may

1 be.

2 So we moved there and we were told  
3 when we moved there that there is a possibility  
4 you could buy more acreage. I came up with this  
5 crazy idea to start a bamboo nursery, huge  
6 eco-friendly bamboo nursery. Talked to the USDA  
7 of Illinois, talked to the USDA of the country.

8 I currently have bamboo seeds  
9 sitting in containment because they have to spend  
10 180 days in containment because they came from  
11 China. That was the only way to get a clean  
12 strand.

13 But it's just me and my family doing  
14 this, so we didn't have the money to go out and  
15 buy acres and acres of land to do this. When we  
16 were told there is a possibility we could buy,  
17 you know, three, five more acres, we were like  
18 all right, this is -- you know, we're decently  
19 close to town, the town can benefit from it as  
20 well, they get eco credits or whatever it is from  
21 USDA, and I've been working on this for a long  
22 time trying to make it happen, and then I got  
23 this letter in the mail saying this was going to  
24 happen, and now it all makes sense because every

1 time I asked the farmer about buying more ground,  
2 they were like oh, maybe, we'll see what happens.  
3 Maybe. No one was upfront about this.

4 So then I hear everybody on the  
5 council meeting say oh, this has been in our  
6 progressive plan. Okay, was the progressive plan  
7 public? Could I have gone online and found it?  
8 I could have?

9 CHAIRMAN WILLIAMS: (Indicating.)

10 MR. DODD: Okay. That was a question.  
11 So again back to her comment about I am a  
12 one percent mortgage rate. To move my family --  
13 I have two 13-month old twins. To move my family  
14 and get a similar house size, similar property  
15 size to be able to start our dream, we are  
16 looking at about 250 to \$300 more than we bought  
17 our house for. I don't have the capital.

18 Even to sell this house and try and  
19 make that move, that's not going to happen,  
20 especially now that it's been announced that this  
21 will become industrial.

22 So, again, looking for answers about  
23 what all is going to happen, what all is going to  
24 be available. Said city -- eventually when there

1 is a plan, and that's a big if, or when there's  
2 going to be city utilities brought out to us, so  
3 are we given the option to tap in? If so, what's  
4 the cost to us?

5 And then looking forward, there is  
6 no -- since there is no plan, will it continue to  
7 be farmed as Ag on M-2 ground? Because once you  
8 annex it and rezone it, can it be actively  
9 farmed?

10 MS. NOBLE: It can, yes.

11 MR. DODD: Okay. So then you're  
12 talking, okay, two, three more years maybe of  
13 farming, but then you're talking about all the  
14 construction traffic on Eldamain.

15 It's a two-lane road with medians.  
16 How is that going to handle -- It's already busy  
17 enough. Because of Menards we get trucks 24/7,  
18 and I understood that when I moved in, but now  
19 you are talking about 360-degree construction  
20 traffic.

21 I stood in front of the other city's  
22 board and I asked questions, similar questions,  
23 and I got literally no answers because the other  
24 side of the street they're doing the same thing.

1 So literally 360 degrees around us will be  
2 construction for the next, what, 10 to 15 years?  
3 I don't know if I want my kids around that.  
4 Thanks.

5 CHAIRMAN WILLIAMS: Thank you as well.  
6 All right. Anyone else who wishes to speak?  
7 Thank you, sir.

8 MIKE REISENBECK,  
9 having been first duly sworn, testified from the  
10 podium as follows:

11 MR. REISENBECK: My name is Mike  
12 Reisenbeck (phonetic). I have an interest in  
13 1314 Eldamain Road. If I can be candid, it  
14 sounds like to me that this is the old proverbial  
15 cart before the horse, a lot of what if's, what  
16 if this, what if that. There is no plan.

17 I can tell you this, 1314 and the  
18 other property, they become an island, a total  
19 island, so I'm going to ask you, how would you  
20 like if that happened to you? Forget the  
21 financial aspects.

22 If the annexation -- There was a  
23 meeting on May 12th?

24 MS. NOBLE: May 14th was the public

1 hearing.

2 MR. REISENBECK: Okay, May 14th. What  
3 was the outcome of that?

4 MS. NOBLE: There was no outcome. It  
5 was a public hearing to gather public input. The  
6 City Council, once this advances, will then make  
7 a determination based off of the recommendation  
8 from this body to annex and rezone.

9 MR. REISENBECK: Okay. But right now  
10 that is in Plano, correct, that property?

11 MS. NOBLE: If you are looking at the  
12 address as far as the postal address, the post  
13 office assigns addresses differently than what  
14 the municipality boundaries are, so it may have a  
15 Plano address for mailing purposes, but it will  
16 be annexed into Yorkville, so it will be --

17 MR. REISENBECK: It will be?

18 MS. NOBLE: If it's annexed into  
19 Yorkville, it will be a Yorkville property.

20 MR. REISENBECK: So how can anybody  
21 agree with annexing if they don't know what it's  
22 going to be?

23 I mean, there is a lack of  
24 information, and the same thing's happened in

1 Plano. It's almost like Yorkville and Plano are  
2 in cahoots. I get development growth, but right  
3 now 1314 and the other property are going to  
4 become an island.

5 So to the purchaser, or the company  
6 that's purchasing the property, rather than wait,  
7 I would suggest they negotiate with the  
8 homeowners now, not -- not when the cart's out of  
9 the -- you know, the horse is out of the barn.  
10 That's too late.

11 So I would think the prudent thing  
12 would be for them to meet with the homeowners and  
13 let's resolve that issue. I'm trying to think if  
14 there was anything else I wanted to comment on.

15 I did look online and I could not  
16 find -- the only thing I could find was a  
17 proposal for Yorkville to extend its border to  
18 Eldamain Road because some of it, or a lot of it,  
19 is in Plano currently.

20 MS. NOBLE: Are you saying you were  
21 looking for the Comprehensive Plan online?

22 MR. REISENBECK: Yes. Yes. Correct.

23 MS. NOBLE: Yes. The Comprehensive Plan  
24 was adopted in 2016, it's been online since 2016.

1 You just go to the website and do --

2 MR. REISENBECK: So where do I google?

3 I google Comprehensive --

4 MS. NOBLE: You go to yorkville.il.us,  
5 you click on departments, you click on community  
6 development, and everything in regards to  
7 development for Yorkville is on that website as  
8 far as this project, the project information for  
9 this plan as well as other projects that are  
10 currently proposed.

11 MR. REISENBECK: I am fairly  
12 technologically adept, I couldn't find it.

13 MS. NOBLE: You can always call the  
14 Community Development Department and we will be  
15 happy to give you a hard copy if you like as well  
16 or show you online and provide you the link.

17 MR. REISENBECK: Currently is there a --  
18 is there a master plan for this property?

19 MS. NOBLE: That's the Comprehensive  
20 Plan, and the Comprehensive Plan only designates  
21 land uses. The City does not ascribe plans and  
22 development plans to property we don't own, so we  
23 just ascribe a future land use.

24 MR. REISENBECK: So this is where I get

1 confused. The property currently that the 1314  
2 is on, that property is currently in Plano?

3 MS. NOBLE: I don't know where that  
4 property is located. If it's on the east side of  
5 Eldamain and if it's not incorporated in  
6 Yorkville, it's part of a boundary agreement  
7 between United City of Yorkville and Plano. At  
8 any time in the future that property could annex  
9 to Yorkville. Anything on the west side of  
10 Eldamain would be in the planning area for Plano.  
11 So if it's on the east side, it would be in the  
12 planning area for Yorkville.

13 MR. REISENBECK: Did I read that that  
14 extension of the boundary of Yorkville to exactly  
15 east of Eldamain hasn't really officially been  
16 done?

17 MS. NOBLE: I'm not familiar what you're  
18 talking about. So in 2016 we adopted a  
19 Comprehensive Plan. In 2019 Kendall County came  
20 to Yorkville and asked us to revise our  
21 Comprehensive Plan to look at properties along  
22 Eldamain for industrial land uses.

23 We held a public hearing, we  
24 accepted what Kendall County had envisioned for

1 the county in that area, and we revised our  
2 Comprehensive Plan to extend industrial further  
3 north than Yorkville had originally planned for  
4 future land use.

5 So we identified the Eldamain  
6 corridor, including the Hagemann parcels, as  
7 parcels that would be industrial in the future if  
8 annexed to Yorkville.

9 MR. REISENBECK: Okay. I guess I'm  
10 going to leave you with a few thoughts. One,  
11 1314 and the other property become an island.  
12 They lost total control of their future. They  
13 are financially going to take a hit. They are  
14 going to state of mind take a hit, and is this  
15 what Yorkville wants to do to its long-term  
16 homeowners?

17 So my suggestion, again, is --  
18 because it is going to happen, something is going  
19 to happen, there is too much money involved, I  
20 suggest the proposed purchaser start negotiations  
21 now for the property. Thank you.

22 CHAIRMAN WILLIAMS: Thank you. Is  
23 there anyone else who wishes to speak in  
24 opposition?

1 (No response.)

2 CHAIRMAN WILLIAMS: I will take that as  
3 a no. Is there anyone who wishes to ask any  
4 questions of the petitioner? I know we kind of  
5 mixed the two, but is there any other questions  
6 for the petitioner of this property?

7 (No response.)

8 CHAIRMAN WILLIAMS: All right. So that  
9 will close out PZC 2024-08 -- Oh, I'm sorry, sir.  
10 Did you have another question?

11 MR. DODD: It was more of a statement.

12 CHAIRMAN WILLIAMS: Yeah, of course.

13 MR. DODD: So as we go through these  
14 hearings and these meetings, I keep hearing well,  
15 that doesn't affect us right now, that doesn't  
16 affect us right now, we are not talking about  
17 that right now, but if their proposed plan falls  
18 under the zoning, we won't get any say.

19 There is no -- there is no more time  
20 for us to say our words, so here we are getting  
21 our chance to speak and you keep saying over and  
22 over and over we're not talking about that right  
23 now, we can't address that right now, we are not  
24 doing that right now.

1                   This is our only chance because  
2 chances are they are going to do something that  
3 falls within the guidelines and then it all gets  
4 under approved and everything else without any  
5 more words from us, so I just wanted to put that  
6 out there, that this is our shot, this is why  
7 we're saying what we're saying and it kind of  
8 gets drawn out because it's very emotional.

9                   I mean, I told my kids what was  
10 going on and they started crying, they don't want  
11 it, but there is nothing I can do about it except  
12 come here and talk.

13                   CHAIRMAN WILLIAMS: And I was not lying  
14 when I said I am grateful for all you folks  
15 coming out tonight because I was worried about  
16 these myself, and you guys take as much time as  
17 you want, you talk our ears off. I know I might  
18 not speak for everyone on the board, but,  
19 seriously, we are here for you guys, so please  
20 talk as much as you want. If you have questions,  
21 please bring them up.

22                   I am going to try and make sure I  
23 hold time here so that if anyone else has  
24 questions, they come up, you folks can get to

1       them, so hope that helps.

2               MR. DODD:  Thanks.

3               CHAIRMAN WILLIAMS:  Thank you.

4               MS. CARRABOTTA:  I have one more.

5               CHAIRMAN WILLIAMS:  Of course.  Please.

6                       BAILEY CARRABOTTA,

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

9               MS. CARRABOTTA:  My name is Bailey  
10       Carrabotta.  I also live on Blackberry Shore  
11       Lane.  I am just wondering what we can expect in  
12       terms of communication with moving forward  
13       because, like a lot of people have said, there's  
14       been a lack of communication until now.

15                       Like the first that we heard about  
16       this was getting a letter in the mail.  We didn't  
17       hear about the May 14th hearing.  I didn't know  
18       that I had to search back to 2016 to find  
19       information or that I should even be searching  
20       for that until I received that letter in the  
21       mail, so there is a lot of unanswered questions  
22       and a lot of concern here, and I think there  
23       needs to be some clarity on what type of  
24       communication we get forward, and I hope the

1 answer is not reading the Beacon because it's  
2 kind of B.S.

3 CHAIRMAN WILLIAMS: Thank you.

4 MS. MAHER-BARTALONE: I'd like to say  
5 one more thing.

6 CHAIRMAN WILLIAMS: Of course. Please,  
7 come on.

8 MS. MAHER-BARTALONE: Again, Mary  
9 Maher-Bartalone. I am on Blackberry Shore Lane  
10 also. I think -- I don't know if I am summing up  
11 what maybe a lot of people are here thinking.

12 It's one thing when the  
13 Comprehensive Plan is done for the part of the  
14 property that has already been approved, north of  
15 Faxon, but quite another on the big parcel of  
16 land both to the east of Eldamain, south of the  
17 railroad tracks, and also the part northern where  
18 you guys live.

19 When you approved M zoning when you  
20 have no idea what you're actually going to put  
21 there, maybe it's a little preliminary and it  
22 could wait until there is actually a plan in  
23 place. That's all I will say.

24 CHAIRMAN WILLIAMS: Thank you. Is there

1 anyone else who wishes to speak? We do have one  
2 more to present, but I want to make sure anyone  
3 who has anything to say gets their chance to say  
4 it.

5 (No response.)

6 CHAIRMAN WILLIAMS: All right. I will  
7 take that as a cue to move forward. Finally, is  
8 the petitioner for PZC 2024-15, C1 Yorkville,  
9 LLC, ready to present?

10 RUSS WHITAKER,  
11 having been first duly sworn, testified from the  
12 podium as follows:

13 MR. WHITAKER: Yes. Good evening. Russ  
14 Whitaker, Rosanova & Whitaker, 445 Jackson  
15 Avenue, Naperville, this evening on behalf of  
16 CyrusOne.

17 Krysti, I've got a presentation. It  
18 looks like you are working on getting that up.

19 MS. NOBLE: We've got a couple computers  
20 here we're trying to --

21 MR. WHITAKER: While she is doing that,  
22 I guess the good news here is we've got plans  
23 here tonight, so we've got active development in  
24 this situation, and while she is working on

1 getting those up, I guess a little bit by way of  
2 introduction, for those of you who may not be  
3 familiar with the name CyrusOne, CyrusOne is a  
4 leading global data center, developer and  
5 operator.

6 They specialize in delivering  
7 state-of-the-art digital infrastructure solutions  
8 for clients ensuring 24/7, 365 operations for  
9 some of the world's largest companies.

10 CyrusOne owns and operates 32 data  
11 centers in the United States and over 50 data  
12 centers around the world. Here in Illinois  
13 CyrusOne has facilities in both Lombard and  
14 Aurora.

15 Looking at the subject property  
16 that's the subject of the case before you this  
17 evening, CyrusOne is the contract purchaser of  
18 the 228-acre parcel, which is already located and  
19 zoned in the City of Yorkville. I think the  
20 annexation and zoning of this parcel dates back  
21 nearly 20 years.

22 The property is located on the east  
23 side of Eldamain opposite the Menards  
24 Distribution facility. Faxon Road and the train

1 tracks set the southern boundary of the property.  
2 Beecher Road is the eastern boundary. The Com Ed  
3 substation with associated right-of-way out to  
4 Eldamain is the northern boundary.

5 I would note that the area north of  
6 the Com Ed substation, which, if we get there,  
7 identified also as Lincoln Prairie, is not part  
8 of the property being acquired by CyrusOne or  
9 subject to the development proposal tonight.

10 As I mentioned, the property is  
11 zoned into general manufacturing districts, so  
12 there is no rezoning request here this evening.

13 Under the City's Unified Development  
14 Ordinance, the proposed use of the property as a  
15 data center and the associated electrical  
16 substation are both permitted uses of the  
17 property; in other words, we could build by right  
18 under the existing zoning.

19 MS. NOBLE: Do you want us to scroll  
20 down to the land plan?

21 MR. WHITAKER: Yeah, go ahead and flip  
22 forward. I was kind of talking off of this, so  
23 sometimes I have a cursor and I can control where  
24 you are looking at, but I don't here, so --

1 MS. NOBLE: You do. We are going to  
2 give that to you.

3 MR. WHITAKER: All right. So the  
4 property we are talking about is sort of smack  
5 dab in the middle of the screen. It is --

6 MS. NOBLE: There is a laser pointer.  
7 Probably can't see it because the light  
8 is probably --

9 MR. WHITAKER: All right, there we go.

10 MS. NOBLE: Yes.

11 MR. WHITAKER: So the 228 acres we are  
12 talking about is located here, kind of identified  
13 by the surrounding roadways. Everybody is from  
14 the area, so I am not going to belabor that  
15 point.

16 Again, what we are showing here is  
17 the City's zoning map. Again, this is  
18 information that's publicly available on the  
19 City's website through the GIS system.

20 What you're seeing here is the  
21 property is highlighted in purple. That purple  
22 is representative of the M-2 zoning designation,  
23 which is the existing zoning of the property.  
24 That has been the zoning of the property for some

1 period of time.

2 As I stated, the data center and the  
3 electrical substation use that we are talking  
4 about this evening are both permitted uses of the  
5 property in the M-2 zoning district, so, again,  
6 we could come, we could submit a building permit  
7 to the City of Yorkville, and we could go build  
8 by right. That's not what's happening here this  
9 evening, but I think it's important to note that  
10 that is a possibility.

11 In lieu of building by right, what  
12 we've done is we have submitted an application  
13 for a planned unit development. The goal of the  
14 planned unit development is to establish defined  
15 standards for the project so that we have  
16 certainty over the long-term of the phased  
17 development of the property.

18 As is outlined in Krysti's Staff  
19 report, the ultimate build-out of the campus that  
20 we are looking at this evening could be 10 to  
21 20 years. With tens of millions of dollars being  
22 invested in infrastructure, we need to ensure  
23 that development standards are not changing two,  
24 five or ten years into the project.

1           So here we have a site plan for the  
2 project, and this is not necessarily a guarantee  
3 that this is exactly how this property will be  
4 developed over the, you know, 10 or 20-year life  
5 span of development, but this is our present  
6 vision and how we expect to develop the project  
7 as of today, which is why we have presented these  
8 plans.

9           In general the campus will consist  
10 of nine two-story data center buildings. Those  
11 buildings can be identified on this plan as the  
12 blue boxes.

13           Those buildings are generally  
14 oriented around a large electrical substation  
15 that will be constructed for the exclusive  
16 service of the data center buildings. The  
17 substation is identified in the plan in red.

18           Entrance to the campus is off of  
19 Eldamain. I tried to identify that here. So  
20 there is a single point of ingress and egress on  
21 Eldamain. We have coordinated access with both  
22 the city and the county. Access has been  
23 strategically aligned with the existing access to  
24 Menards, thereby limiting the total number of

1 curb cuts and traffic conflicts along Eldamain.

2 I would note that a security outpost  
3 is planned in this location. Permitted visitors  
4 will enter the site through a two-stage gating  
5 system.

6 Anyone not admitted will circle to  
7 the north and be directed back out of the site  
8 via Eldamain before entering into the secured  
9 portion of the campus.

10 The rejection lane that's shown on  
11 the plan, the circle to the north, is designed to  
12 handle both vehicular and truck traffic.

13 The internal road network circles  
14 around the buildings providing ample space for  
15 maneuvering within the campus.

16 Note that there will not be cross  
17 access through the campus for public use, but  
18 that there will be cross access provided for the  
19 various buildings, the users, within the campus.

20 Because this will ultimately be a  
21 secured site as we will discuss, there is just  
22 simply not the opportunity for through roads as  
23 part of the campus.

24 Parking, a little bit hard to see on

1 this scale, but sort of in front of, along kind  
2 of the spine, the internal spine road, you can  
3 see that there is parking slated in front of each  
4 of the buildings.

5 Each building, in fact, does have  
6 its own sort of parking supply. The concept here  
7 is that within the campus there would be shared  
8 parking amongst the buildings, so if you work in  
9 one building, you might have facilities -- you  
10 might have facilities in multiple buildings, you  
11 could park anywhere on the campus, but we believe  
12 that there is ample supply of parking in the  
13 proposed plan.

14 The parking does not meet the City's  
15 code requirements. I think the City's code  
16 requirement is three-tenths of a space per  
17 thousand square feet.

18 CyrusOne has extensive experience in  
19 the industry, sort of specializes specifically on  
20 this type of use. Based on their international  
21 experience, we believe that a slightly lower  
22 parking ratio is appropriate.

23 I would note that this isn't a site  
24 where we are trying to cram a lot in, right?

1 We've got ample room to spread things out on this  
2 campus, so the request to reduce parking is not a  
3 product of we can't fit additional parking, it's  
4 a product of we don't think there is a need for  
5 additional parking, and there is no sense in  
6 building additional asphalt surface requiring  
7 additional detention when the parking simply  
8 isn't necessary.

9 I would note that a secondary access  
10 point is off of Faxon -- I keep feeling like I'm  
11 going to hit Krysti in the face with this -- but  
12 to the south here is the south access off of  
13 Faxon.

14 I would note that this is really a  
15 secondary access point. We do not envision that  
16 there would be any access to the site, any  
17 regular access to the site via this location.

18 There will not be manned security at  
19 this location, so that's why we wouldn't permit  
20 regular access. That is there for egress. If we  
21 have employees who can badge out, they may be  
22 able to use that as an egress point.

23 Also, if there were a problem at the  
24 main entrance, that would be a secondary access

1 for emergency service vehicles.

2 I've talked about this being a  
3 secured campus. There is a fence proposed around  
4 the entire perimeter of the campus. If you look  
5 closely, you can sort of see that around the  
6 bounds, I will try to point it out a little bit.

7 You can see the fence designated  
8 here. It wraps around. It is not necessarily  
9 located around the road or immediately adjacent  
10 to the road in all cases. There is some setback  
11 to it at various locations.

12 We are proposing an eight-foot  
13 fence. Again, that fence is going to connect to  
14 the guard station. It's going to create a  
15 secured enclosed perimeter.

16 The facility in Aurora is built in a  
17 very similar manner where there is a two-stage  
18 security system. The full perimeter is fenced  
19 with an eight-foot fence.

20 I would note wetlands. There are  
21 four wetlands on the property. They are  
22 identified in green. You can see the largest of  
23 the wetlands along Eldamain Road.

24 This is, again, a point where I

1 would say there is ample space on this project,  
2 on this property. We are not cramming things in.  
3 In this case we are preserving all four of the  
4 wetlands in their existing condition. We have  
5 ample room for setbacks.

6 We believe that all of the wetlands  
7 are isolated wetlands under the jurisdiction of  
8 Kendall County and the City of Yorkville. We  
9 will comply with the ordinances with respect to  
10 buffers associated with those wetlands.

11 Stormwater will obviously be a  
12 requirement. You can see that we have scheduled  
13 stormwater ponds sort of around the perimeter of  
14 the campus.

15 I think this is both practical in  
16 the sense of it's sort of where drainage wants to  
17 go, right, we don't want to push water uphill, we  
18 want to meet water where it's naturally flowing,  
19 but where we could provide that stormwater along  
20 the perimeter I think provides a natural  
21 enhancement. It's increasing the setback to all  
22 of the surrounding neighbors.

23 So we heard a lot about what -- you  
24 know, when we are talking about a rezoning, we

1 don't have a plan, there is uncertainty. The  
2 nice thing about having a plan here is we are  
3 providing a level of certainty.

4 One of the things that we are  
5 providing here is an increased setback by  
6 scheduling stormwater ponds around the perimeter  
7 of the property, so certainly for those  
8 residents, the couple of residents who are along  
9 Faxon, I think those stormwater basins are a  
10 material benefit because it's driving those  
11 buildings further to the north and providing far  
12 in excess of the separation that is required  
13 under code, what we could otherwise build.

14 This is a landscape plan, so very  
15 hard to read at this scale, but if we were -- if  
16 you were looking at a printout, what you would  
17 see is that we have a schedule of plants along  
18 Eldamain, along Faxon and then along Beecher.

19 I point to this other one, Beecher.  
20 It's not necessarily again right along the  
21 right-of-way, it's set back a little bit, but  
22 there is a solid row of landscaping proposed in  
23 that location.

24 I think Krysti mentioned earlier

1 that there is different types of perimeter  
2 landscape treatments under the code. In this  
3 case we are showing Type D landscape treatment  
4 along Eldamain. That Type D landscape treatment  
5 is five -- five understory trees, five overstory  
6 trees or evergreens, plus I think it's 35 --

7 MS. NOBLE: 25.

8 MR. WHITAKER: 25 either shrubs or  
9 native grasses, so we are talking about a  
10 schedule of ten trees plus grasses and shrubs per  
11 every hundred feet. We've got a couple hundred  
12 feet of length here, so you are going to see a  
13 nice full buffer of landscape along that Eldamain  
14 frontage.

15 We are showing Type C landscape  
16 treatment along Faxon and Beecher. We are still  
17 working through those issues with Staff. I think  
18 ultimately it's likely that the landscape  
19 treatment along Faxon will be beefed up a little  
20 bit and become Type D in lieu of Type C, but,  
21 again, we are still working through those  
22 details.

23 I think when we talk about kind of  
24 some of these things beginning to come together,

1 I think one of the things we have done a very,  
2 very nice job of is creating some isolation.

3 Secured campus, right, we're not  
4 looking to market ourselves along Eldamain or  
5 Faxon Roads, we are kind of trying to fade into  
6 the background, and so when you start adding up  
7 some of the things that we're doing, you've got  
8 the Type D landscape buffer along Eldamain Road,  
9 you've got an eight-foot fence along Eldamain  
10 Road, you've got extensive setbacks along  
11 Eldamain Road, those concepts being repeated  
12 along Beecher and along Faxon, and I think from  
13 the public realm you're going to see all of those  
14 open space type improvements in the foreground  
15 and the buildings will very much fade into the  
16 background, so that was absolutely part of our  
17 design intent with the campus, not being real  
18 forward facing, but kind of fading back into the  
19 background of the community.

20 I'm going to wrap up with a quick  
21 discussion of elevations. So this is a prototype  
22 elevation. I would note that this is a  
23 manufacturing district. At the end of the day,  
24 these are industrial buildings. These are like

1 the most expensive industrial buildings you could  
2 possibly imagine, but they are industrial  
3 buildings nonetheless, so it is largely a precast  
4 concrete building. In this case it is a  
5 two-story precast concrete building.

6 I would just call out a couple of  
7 details as we look at the building. Here the  
8 large gray sections are precast concrete, which  
9 are seen here in the center element, sort of a  
10 lobby that would be the primary entrance.

11 I would note that if you were  
12 looking at the call-outs and matching them up  
13 with the call-outs at the bottom of the screen,  
14 you would see that they are calling out metal  
15 panel sections, and so those metal panel sections  
16 are meant as decorative elements to kind of help  
17 create some architectural interest on the large  
18 concrete facade of the building, and so you can  
19 see a variety of different types of metal panels  
20 and louver systems along with glass on that front  
21 entry in order to, in fact, create a nice entry  
22 into the building.

23 I would note that you've got some  
24 metal panel segments on the side and then

1 wrapping the corner of the building. We envision  
2 there might be logos or signs in that location.  
3 Again, these are architectural elements that help  
4 to bring a little more interest and character to  
5 the building.

6 A couple other things I would note.  
7 We didn't talk a lot about the original -- the  
8 perimeter immediately around the buildings, but  
9 one of the things that's unique about a data  
10 center is it's a guarantee of performance, a  
11 guarantee of power, right, and so we have backup  
12 systems in place to make sure that if the power  
13 goes out, the power doesn't go out to our  
14 customers in this building. That's the core of  
15 being in this building.

16 So there is a large generator yard  
17 associated with each building. That generator  
18 yard is depicted on the bottom here. What I  
19 would point out is that the generators are in the  
20 background here. What you're seeing in the gray  
21 wall in the foreground is a screen wall.  
22 Generally speaking, that's, rough number, a  
23 20-foot screen wall.

24 Here we've got that screen wall

1        specced as a concrete slab screen wall. The  
2        reason it's specced as a concrete slab screen  
3        wall in this instance is that it may be  
4        acoustical.

5                    Kind of the same condition on the  
6        rooftop. We have a lot of mechanical equipment.  
7        Because of all of the computer equipment that's  
8        in a building like this, cooling is very, very  
9        important in order to ensure operation inside the  
10       facility, so there is a lot of cooling equipment  
11       that gets housed into the mechanical penthouse  
12       located on the roof of the two-story building.

13                    What we're showing here is that that  
14        mechanical penthouse is being screened, again, a  
15        metal panel system which serves as screening  
16        around the building.

17                    The reason I relay these two things  
18        is we recognize that there are mechanical  
19        components associated with the operation of this  
20        building. That mechanical equipment can emit  
21        sound, so what we do as a matter of practice in  
22        development of a building like this is as we  
23        submit for building permit, we are going to work  
24        with an acoustic engineer.

1           That acoustic engineer is going to  
2           take the inputs, he is going to look at the  
3           generators, he is going to look at the mechanical  
4           systems going on the roof. He will take  
5           manufacturer specifications, he will build them  
6           out, so from a scientific basis, he is modeling  
7           how sound is going to travel as a result of the  
8           operations of this building, and he is going to  
9           then reverse engineer and design whatever sound  
10          attenuation measures may be necessary in order to  
11          ensure that we, in fact, comply with applicable  
12          noise ordinances, whether it's a city ordinance  
13          or whether it's Illinois Pollution Control Board  
14          requirements related to noise attenuation between  
15          industrial and residential uses.

16                 So that's kind of a high level of  
17          detail of what we've got going on. There is some  
18          stuff that's in -- there is a lot of stuff that's  
19          in Krysti's report, she is very thorough, went  
20          through a lot of detail that was in our petition.

21                 I wanted to kind of -- I think it's  
22          better to kind of tell these as a story and  
23          understand how the facility operates rather than  
24          talking about while we are requesting relief from

1 this, we're not talking about how all these  
2 things work together, so I hope that was helpful.

3 If there are questions about the  
4 specific details or some of the other requests  
5 for relief we have, I would be happy to answer  
6 them. I would just -- and I guess by way of  
7 pointing it out -- if I could, I would back up a  
8 slide, but that doesn't seem to be working.

9 So if we were on the landscape plan,  
10 there is some relief with respect to the  
11 landscaping. By way of example, we are trying to  
12 landscape very heavily and focus on the perimeter  
13 of the site.

14 The interior of the site is not  
15 going to be seen by the public. It's, like I  
16 said, a secured entrance, no one driving through,  
17 and these buildings are going to be hiding the  
18 vast majority of the site, so by way of example,  
19 we are showing some parking lot island trees, but  
20 we don't think it's going to be beneficial to  
21 install a tree every 20 feet because of the  
22 unique use of the property.

23 We think it's going to be beneficial  
24 due to the industrial operation inside the

1 facility to reduce some of the internal landscape  
2 requirements.

3 So there are some things like this  
4 based on our historic operation of these  
5 facilities that we have suggested would be  
6 appropriate in this application.

7 I think Staff has generally  
8 supported those requests. If there are any  
9 specific questions on those items, though, we  
10 would be happy to dive into detail.

11 I also have Bradd Hout. Bradd is  
12 the development director with Cyrus and he does  
13 campuses like this all around the country, so  
14 whether it's Bradd or I, we will patch it  
15 together and answer any questions you might have.  
16 Thank you.

17 CHAIRMAN WILLIAMS: Thank you, sir. All  
18 right. So with that said, is there anyone who  
19 wishes to speak in favor of this particular  
20 request?

21 (No response.)

22 CHAIRMAN WILLIAMS: Is there anyone who  
23 wishes to speak in opposition?

24 (No response.)

1           CHAIRMAN WILLIAMS:  Are there any  
2 additional questions for the petitioner at this  
3 time?  Come on up, sir.

4           MR. BARTALONE:  Do I have to go all the  
5 way over there?

6           CHAIRMAN WILLIAMS:  No, you can just --

7           MS. NOBLE:  We can't -- we do need --

8           CHAIRMAN WILLIAMS:  We do need you at  
9 the mic because we do record it for the public.

10          MR. BARTALONE:  I was wondering what the  
11 decibel level was going to be for the generators.  
12 Don Bartalone.  What's the -- you know, you said  
13 you've got all the generators that are coming on  
14 and cooling.  What's the decibel level?

15          MR. WHITAKER:  So we have not -- we have  
16 not done a building permit set yet, so in terms  
17 of process -- there's been a lot of conversation  
18 about process today, right, so we are submitting  
19 for a preliminary plan.

20                        So when we submit for a preliminary  
21 plan, we kind of tell you the sewer line is going  
22 to go here, the building is going to go here,  
23 here is how many parking spaces we are going to  
24 have.

1                   What we don't tell you is the exact  
2                   depth of the sewer line or what that sewer line  
3                   is going to be constructed of, so --

4                   MR. BARTALONE:   Gotcha.

5                   MR. WHITAKER:   -- that will be final  
6                   engineering.  After we get through final  
7                   engineering, we will go to the next step, and the  
8                   next step is a building permit, and when we do a  
9                   building permit we will give you the  
10                  specifications about how those panels connect  
11                  together on the building and we will tell you all  
12                  of the mechanical equipment that's going in this  
13                  building.

14                  We are not there yet, but when we do  
15                  get there, we will provide the city a report of  
16                  all of that equipment and we will have an  
17                  acoustical engineer study the equipment and tell  
18                  you what that acoustical level is and whether or  
19                  not we need to wrap that or screen that in order  
20                  to reduce the decibel level so that it doesn't  
21                  impact surrounding areas.

22                  MR. BARTALONE:  I was just wondering  
23                  because you have stuff in Aurora, so --

24                  MR. WHITAKER:  We do.  Absolutely.  And

1 there is three generations. There is three  
2 buildings in Aurora, and so the first building  
3 was constructed circa 2016 and we are dealing  
4 with some sound attenuation on some of that  
5 equipment. There is some newer equipment that we  
6 don't have problems with. So we are actively  
7 working with the City of Aurora right now.

8 We are doing a similar sound study  
9 on stuff that was built before -- Cyrus didn't  
10 build it, they bought it, and so we are going  
11 back and we are trying to recreate and figure out  
12 how we can correct some sound issues.

13 MR. BARTALONE: Yeah, because my concern  
14 is you said you are by Menards. At 4:00 o'clock  
15 in the morning we hear the trucks in our  
16 neighborhood, don't we?

17 And I know a lot of them have the  
18 mufflers. They don't have mufflers, they've  
19 straight pipes on them, you know. I was just  
20 wondering what kind of noise would come out of  
21 your building.

22 At 4:00 o'clock we hear -- I mean, I  
23 get up. It's like an alarm for me. So that was  
24 my concern, what was the -- you know, because you

1 said I've got a lot of -- we've got a lot of  
2 generators that are going to start up.

3 MR. WHITAKER: And, generally speaking,  
4 those generators aren't going -- the generators  
5 are running when we are testing them, and we are  
6 generally going to test them once a month. We  
7 are not going to test them at 4:00 a.m., I can  
8 pretty much promise you that.

9 When we test them once a month,  
10 there could -- there will be sound, there will be  
11 because we are running them, but the hope is  
12 other than the testing we are never running those  
13 generators because we are only running them when  
14 the power is out, so there is not any sort of  
15 regular operation of generators.

16 MR. BARTALONE: And what you just said,  
17 when the power is out, and how long can the power  
18 be out and then they're going to be running and  
19 that's what my concern is.

20 MR. WHITAKER: Understood.

21 MR. BARTALONE: Are we going to get  
22 that -- Because there is not a lot of stuff up  
23 around your -- the other building, it's going to  
24 be nice and empty until they fill it all in,

1 we're going to hear all that because it's like a  
2 wind tunnel coming over here at my house and we  
3 hear all of the stuff, so that was my --

4 MR. WHITAKER: Yes, and that is exactly  
5 why we have things like a sound wall scheduled  
6 around the generators, and that sound wall is  
7 going to make sure that the sound is not leaving  
8 that generator --

9 MR. BARTALONE: Got it.

10 MR. WHITAKER: -- and going directly to  
11 your house.

12 MR. BARTALONE: That's why I asked.

13 MS. NOBLE: I can add a little bit. The  
14 City was concerned about that as well and we  
15 hired a sound engineer to evaluate the  
16 preliminary plan.

17 The preliminary plan itself doesn't  
18 give enough information to tell you what the  
19 decibel level is. We do have a noise ordinance  
20 in the city and the engineer provided a report  
21 and said that they are confident based upon just  
22 general practices for noise control screening,  
23 compression wraps, that this property can meet  
24 the noise ordinance standards, but we will be

1 evaluating the equipment choices that they make  
2 during the building permit process with a third  
3 party as well, not hired by the petitioner, but  
4 by the city.

5 CHAIRMAN WILLIAMS: Thank you. Are  
6 there any additional questions? Please.

7 MS. MAHER-BARTALONE: Just a quick  
8 question.

9 CHAIRMAN WILLIAMS: No, of course.

10 MS. MAHER-BARTALONE: Again, Mary  
11 Maher-Bartalone. Just a quick question. Do you  
12 know the approximate height of these two-story  
13 buildings?

14 MR. WHITAKER: 55 feet.

15 MS. MAHER-BARTALONE: 55 feet, okay.  
16 And then if down the line Cyrus were to be  
17 getting involved with the purchase of the  
18 additional properties that are surrounding it,  
19 could we anticipate it to be a similar sort of  
20 layout situation with the buildings and the  
21 55 feet high?

22 MR. WHITAKER: So to clarify, 55 feet is  
23 to the roof line. The mechanical penthouse would  
24 be above that and wrapped with the mechanical

1 screen, so I think the top, the top of the  
2 mechanical penthouse, is about 70 feet. I  
3 believe that at 70 feet we're still 30 feet or so  
4 under code requirement, so we are well within  
5 code limitations.

6 So we have got -- we also have the  
7 piece of property to the north of the access  
8 drive, so that's part of the parcel we are  
9 buying, not slated for development just yet.

10 The build-out plan here is estimated  
11 10 to 20 years, it's all going to be driven based  
12 on demand of the market and supply of  
13 electricity, so we think we've got a very good  
14 run in front of us on this site.

15 MS. MAHER-BARTALONE: What about to the  
16 south?

17 MR. WHITAKER: I wouldn't speculate that  
18 we are chasing any other property.

19 MS. MAHER-BARTALONE: Okay.

20 CHAIRMAN WILLIAMS: Thank you.

21 MR. BRIAN: Once again, Brian. This  
22 kind of relates to overall if you look how close  
23 it is to Menards, Eldamain is being impinged  
24 already. That's more a question towards the

1 City, do we have -- can Eldamain and even smaller  
2 behind it, Beecher, handle the increase in  
3 traffic?

4 MS. NOBLE: So with this project they  
5 are required to do road improvements. In the  
6 packet Staff has recommendations for road  
7 improvements along Faxon and potentially Beecher.

8 The City does not have jurisdiction  
9 over Eldamain, that's Kendall County Highway, and  
10 they have reviewed the plans, and they would be  
11 the ones issuing the permit for access off of  
12 Eldamain.

13 MR. BRIAN: Does it specify by  
14 improvement, is this just a vague gesture for  
15 now, whether it's widening or specific mentions  
16 like that?

17 MS. NOBLE: So it's specific and there  
18 is a cost estimate to it, so there is a  
19 cross-section that's been provided that's in the  
20 packet that the city engineer would recommend for  
21 the lane use of this site because right now it  
22 cannot handle any truck traffic along Faxon or  
23 Beecher.

24 MR. BRIAN: And what about traffic

1 lights? There is the YMCA just south of those  
2 two locations with a bunch of children.

3 MS. NOBLE: Correct.

4 MR. BRIAN: And with the increase of  
5 traffic, does that include the constructed  
6 improvement?

7 MS. NOBLE: So because Eldamain would be  
8 the intersection where a traffic light would  
9 possibly go, the City does not have jurisdiction  
10 over that. That would be Kendall County Highway.

11 MR. BRIAN: Okay.

12 MR. WHITAKER: Just to dovetail on those  
13 things, we do not expect that there would be a  
14 stoplight at the intersection with Menards.

15 I would note that a data center use  
16 is going to be one of the lowest possible traffic  
17 generators you would have in a manufacturing  
18 district.

19 While there is a work force that  
20 would be associated with it, a visitor at Aurora,  
21 there is a number of operating engineers that are  
22 in the building constantly monitoring the  
23 facilities to make sure that those facilities are  
24 up and operational if we need them, but, in

1 general, we've got almost two and a half million  
2 square feet of total building area here. The  
3 overall traffic load is anticipated to be very  
4 low.

5 We've worked with KLOA, which is a  
6 traffic engineer. We haven't actually submitted  
7 the traffic study to the City yet, but I did talk  
8 to the engineer today and they are close.

9 We kind of ran into a hiccup in that  
10 we originally had a plan with two or three access  
11 points on Eldamain and then another access point  
12 on Faxon. The County objected to that. We met  
13 with the County, we worked with the County, and  
14 we have revised the plan as you see it today. We  
15 are entirely comfortable with this plan at this  
16 point in time, but our traffic engineer is  
17 obviously catching up.

18 That being said, he has scheduled  
19 what he believes to be peak hour traffic, which  
20 is what everybody should be focused on. If we  
21 have built the full two and a half million square  
22 feet, in the weekday -- the weekday a.m. peak  
23 hour, we are talking about 270 trips. In a  
24 weekday evening peak hour, we are talking about

1 220 total trips. It's a combination of  
2 in-and-out trips, so in the grand scheme of  
3 industrial manufacturing uses, that is extremely,  
4 extremely low.

5 An office building of ten percent  
6 its size would be generating those kind of trip  
7 loads, so this will be a very high driver in  
8 terms of property tax value. This will drive  
9 electric tax revenue like the city has not seen  
10 before.

11 I would venture to guess that this  
12 site probably becomes the single largest taxpayer  
13 in the United City of Yorkville, and, as a result  
14 of it, you will get very little traffic on your  
15 surrounding roads.

16 CHAIRMAN WILLIAMS: Thank you. Were  
17 there any other questions for the petitioner?  
18 And, like I said, I will hold for a couple  
19 minutes. Yes, ma'am.

20 MS. PRATHER: Hi. My question is how  
21 much power do these data centers pull from our  
22 grid and like does that affect our house?

23 Because I don't have time to go like  
24 all Erin Brockovic, I want to know that like I am

1 going to be healthy, it's not going to like emit  
2 something into the air that's going to damage me  
3 or his little ones or anyone around us.

4 MR. WHITAKER: I don't have the -- I  
5 don't have the power consumption numbers in front  
6 of me, but there is an extraordinary amount of  
7 power that's being consumed by these data centers  
8 that are full of computers.

9 In terms of emission, there is  
10 absolutely nothing. It's computers inside the  
11 facility. In certain other applications, in  
12 Aurora, by way of example, we have communication  
13 towers. There are no communication towers here,  
14 so there is no RF or anything else that would be  
15 associated with this. It's computers.

16 CHAIRMAN WILLIAMS: Do you have any idea  
17 how much power will be pulled from a substation  
18 versus from the local grid? Because I did notice  
19 you have a substation on the property.

20 MR. WHITAKER: Yes. So, I mean, we will  
21 be interconnecting high voltage -- high voltage,  
22 medium voltage?

23 MR. HOUT: High voltage.

24 MR. WHITAKER: High voltage from the

1 existing substation to the substation on our  
2 site. The substation on our site will be used to  
3 feed this facility and the developer will be  
4 responsible for the construction of the  
5 substation on our site, so that is infrastructure  
6 costs that we are bearing.

7 I would also note that the utility  
8 improvements that were being discussed as part of  
9 other cases are also largely being borne by this  
10 development, so water extensions to the north, to  
11 the east, to the south, and then sanitary sewer  
12 connections to the east and to the south are all  
13 being borne, so there are I think -- I believe  
14 it's in excess of \$10,000,000 in utility upgrades  
15 that are being borne by this facility subject to  
16 some cost recapture over an extended period of  
17 time.

18 CHAIRMAN WILLIAMS: Thank you. All  
19 right. Are there any other questions for the  
20 petitioner?

21 (No response.)

22 CHAIRMAN WILLIAMS: Like I said, I'll  
23 hold a minute, so if anyone thinks of anything,  
24 they can certainly come forward.

1 All right. So with that said, since  
2 all public testimony regarding this petition has  
3 been taken, may I have a motion to close the  
4 taking of testimony and this public hearing?

5 MS. GOINS: So moved.

6 MR. MILLEN: Second.

7 CHAIRMAN WILLIAMS: Thank you. Roll  
8 call vote on the motion, please.

9 MS. YOUNG: Yes. Williams.

10 CHAIRMAN WILLIAMS: Yes.

11 MS. YOUNG: Forristall.

12 MR. FORRISTALL: Yes.

13 MS. YOUNG: Hyett.

14 MR. HYETT: Yes.

15 MS. YOUNG: Goins.

16 MS. GOINS: Yes.

17 MS. YOUNG: Millen.

18 MR. MILLEN: Yes.

19 MS. YOUNG: And Vinyard.

20 (No response.)

21 MS. YOUNG: Vinyard.

22 CHAIRMAN WILLIAMS: That's a yes.

23 MS. YOUNG: Thank you.

24 CHAIRMAN WILLIAMS: All right. The

1 public hearing portion of tonight's meeting is  
2 now closed.

3 (Which were all the proceedings had  
4 in the public hearing portion of  
5 the meeting, concluding at 8:22  
6 p.m.)

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1 STATE OF ILLINOIS )  
 ) SS:  
2 COUNTY OF LASALLE )

3 I, CHRISTINE M. VITOSH, a Certified  
4 Shorthand Reporter of the State of Illinois, do  
5 hereby certify:

6 That previous to the commencement  
7 of any testimony heard, the witnesses were duly  
8 sworn to testify the whole truth concerning the  
9 matters herein;

10 That the foregoing public hearing  
11 transcript, Pages 1 through 80, was reported  
12 stenographically by me by means of machine  
13 shorthand, was simultaneously reduced to  
14 typewriting via computer-aided transcription  
15 under my personal direction, and constitutes a  
16 true record of the testimony given and the  
17 proceedings had;

18 That the said public hearing was taken  
19 before me at the time and place specified;

20 That I am not a relative or employee or  
21 attorney or counsel, nor a relative or employee  
22 of such attorney or counsel for any of the  
23 parties hereto, nor interested directly or  
24 indirectly in the outcome of this action.

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

IN WITNESS WHEREOF, I do hereunto set my hand at Leland, Illinois, this 1st day of June, 2024.

*Is/ Christine Vitosh*

CHRISTINE M. VITOSH,  
C.S.R. Certificate No. 084-02883

## PZC - Public Hearings - June 12, 2024

<b>\$</b>	<b>220</b> [1] - 74:1 <b>228</b> [1] - 47:11 <b>228-acre</b> [1] - 45:18 <b>230</b> [1] - 8:9 <b>24/7</b> [2] - 33:17, 45:8 <b>25</b> [2] - 56:7, 56:8 <b>250</b> [1] - 32:16 <b>27</b> [1] - 3:9 <b>270</b> [1] - 73:23 <b>280</b> [1] - 8:23 <b>29</b> [1] - 3:10	<b>A</b>	<b>agree</b> [3] - 21:5, 23:2, 35:21 <b>agreement</b> [2] - 14:13, 38:6 <b>agricultural</b> [1] - 27:13 <b>ahead</b> [2] - 28:4, 46:21 <b>aided</b> [1] - 79:14 <b>air</b> [1] - 75:2 <b>alarm</b> [1] - 66:23 <b>Alice</b> [1] - 16:17 <b>aligned</b> [1] - 49:23 <b>almost</b> [3] - 18:24, 36:1, 73:1 <b>ALSO</b> [1] - 2:10 <b>amount</b> [1] - 75:6 <b>ample</b> [5] - 50:14, 51:12, 52:1, 54:1, 54:5 <b>AND</b> [1] - 1:10 <b>annex</b> [4] - 21:19, 33:8, 35:8, 38:8 <b>annexation</b> [18] - 7:1, 7:18, 9:2, 14:9, 14:16, 15:3, 15:6, 15:11, 15:15, 16:14, 19:22, 21:7, 21:9, 23:2, 24:12, 34:22, 45:20 <b>annexations</b> [1] - 15:21 <b>annexed</b> [5] - 9:5, 17:4, 35:16, 35:18, 39:8 <b>annexing</b> [1] - 35:21 <b>announced</b> [1] - 32:20 <b>answer</b> [3] - 43:1, 62:5, 63:15 <b>answers</b> [2] - 32:22, 33:23 <b>anticipate</b> [1] - 69:19 <b>anticipated</b> [1] - 73:3 <b>anyway</b> [1] - 12:1 <b>apologize</b> [1] - 20:4 <b>applicable</b> [1] - 61:11 <b>applicant</b> [1] - 9:1 <b>application</b> [4] - 6:16, 7:8, 48:12, 63:6 <b>applications</b> [2] - 7:24, 75:11 <b>applies</b> [1] - 80:2 <b>appropriate</b> [3] - 12:14, 51:22, 63:6 <b>approval</b> [7] - 5:14, 6:22, 7:1, 7:16, 7:18, 8:4, 17:24 <b>approvals</b> [1] - 22:9 <b>approve</b> [1] - 23:1 <b>approved</b> [3] - 41:4, 43:14, 43:19	<b>approximate</b> [1] - 69:12 <b>architectural</b> [2] - 58:17, 59:3 <b>area</b> [19] - 8:24, 9:8, 10:22, 12:19, 16:20, 17:2, 19:6, 19:13, 26:4, 26:17, 27:14, 28:17, 29:15, 38:10, 38:12, 39:1, 46:5, 47:14, 73:2 <b>areas</b> [1] - 65:21 <b>art</b> [1] - 45:7 <b>articulate</b> [1] - 17:18 <b>ascribe</b> [2] - 37:21, 37:23 <b>aspects</b> [1] - 34:21 <b>asphalt</b> [1] - 52:6 <b>assessed</b> [3] - 12:3, 12:6, 12:9 <b>assessor</b> [1] - 11:23 <b>assigns</b> [1] - 35:13 <b>associated</b> [7] - 46:3, 46:15, 54:10, 59:17, 60:19, 72:20, 75:15 <b>assume</b> [4] - 14:14, 14:15, 17:20, 80:4 <b>attach</b> [1] - 24:9 <b>attached</b> [1] - 80:2 <b>attention</b> [1] - 12:19 <b>attenuation</b> [3] - 61:10, 61:14, 66:4 <b>attorney</b> [2] - 79:21, 79:22 <b>attracted</b> [1] - 19:12 <b>Aurora</b> [7] - 45:14, 53:16, 65:23, 66:2, 66:7, 72:20, 75:12 <b>authorization</b> [1] - 8:2 <b>available</b> [2] - 32:24, 47:18 <b>Avenue</b> [1] - 44:15 <b>averaging</b> [1] - 27:19 <b>aye</b> [1] - 5:23	
<b>0</b>	<b>07</b> [1] - 27:6 <b>08</b> [1] - 27:6 <b>084-02883</b> [1] - 80:13				
<b>1</b>	<b>1</b> [1] - 79:11 <b>10</b> [5] - 3:5, 34:2, 48:20, 49:4, 70:11 <b>11</b> [1] - 3:6 <b>11254</b> [1] - 14:2 <b>12</b> [1] - 1:21 <b>1286</b> [1] - 30:16 <b>12th</b> [1] - 34:23 <b>13</b> [1] - 3:7 <b>13-month</b> [1] - 32:13 <b>1314</b> [6] - 20:19, 34:13, 34:17, 36:3, 38:1, 39:11 <b>138</b> [2] - 19:16 <b>138.44</b> [1] - 7:20 <b>14</b> [1] - 16:7 <b>148.56</b> [1] - 7:3 <b>14th</b> [6] - 15:8, 15:14, 15:18, 34:24, 35:2, 42:17 <b>15</b> [1] - 34:2 <b>17</b> [2] - 14:5 <b>180</b> [1] - 31:10 <b>1st</b> [1] - 80:8	<b>3</b>			
	<b>3</b>				
	<b>4</b>				
	<b>30</b> [2] - 3:11, 70:3 <b>30-year</b> [1] - 24:21 <b>32</b> [1] - 45:10 <b>34</b> [2] - 3:12, 28:9 <b>35</b> [1] - 56:6 <b>360</b> [1] - 34:1 <b>360-degree</b> [1] - 33:19 <b>365</b> [1] - 45:8	<b>a.m</b> [2] - 67:7, 73:22 <b>able</b> [2] - 32:15, 52:22 <b>absolutely</b> [3] - 57:16, 65:24, 75:10 <b>accepted</b> [1] - 38:24 <b>access</b> [20] - 17:6, 17:7, 19:18, 19:20, 49:21, 49:22, 49:23, 50:17, 50:18, 52:9, 52:12, 52:15, 52:16, 52:17, 52:20, 52:24, 70:7, 71:11, 73:10, 73:11 <b>accuracy</b> [1] - 80:5 <b>acoustic</b> [2] - 60:24, 61:1 <b>acoustical</b> [3] - 60:4, 65:17, 65:18 <b>acquire</b> [1] - 19:13 <b>acquired</b> [1] - 46:8 <b>acquiring</b> [1] - 19:23 <b>acquisition</b> [2] - 9:17, 19:1 <b>acreage</b> [1] - 31:4 <b>acres</b> [10] - 7:3, 7:20, 8:9, 8:23, 14:5, 19:17, 31:15, 31:17, 47:11 <b>action</b> [1] - 79:24 <b>active</b> [1] - 44:23 <b>actively</b> [2] - 33:8, 66:6 <b>actual</b> [1] - 12:17 <b>add</b> [2] - 19:5, 68:13 <b>adding</b> [1] - 57:6 <b>additional</b> [8] - 19:4, 52:3, 52:5, 52:6, 52:7, 64:2, 69:6, 69:18 <b>additionally</b> [1] - 7:5 <b>address</b> [7] - 14:11, 24:15, 24:16, 35:12, 35:15, 40:23 <b>addresses</b> [1] - 35:13 <b>adept</b> [1] - 37:12 <b>adhere</b> [1] - 23:15 <b>adjacent</b> [1] - 53:9 <b>admitted</b> [1] - 50:6 <b>adopted</b> [2] - 36:24, 38:18 <b>advance</b> [1] - 14:24 <b>advances</b> [1] - 35:6 <b>affect</b> [4] - 24:14, 40:15, 40:16, 74:22 <b>afford</b> [1] - 28:15 <b>Ag</b> [1] - 33:7 <b>aggregate</b> [1] - 12:9	<b>4</b>		
	<b>4</b>				
	<b>5</b>				
	<b>42</b> [1] - 3:13 <b>44</b> [1] - 3:14 <b>445</b> [1] - 44:14 <b>461</b> [1] - 10:14 <b>4:00</b> [3] - 66:14, 66:22, 67:7				
	<b>5</b>				
	<b>50</b> [2] - 24:2, 45:11 <b>55</b> [4] - 69:14, 69:15, 69:21, 69:22				
	<b>6</b>				
	<b>651</b> [1] - 1:17				
	<b>6</b>				
	<b>7</b>				
	<b>70</b> [2] - 70:2, 70:3 <b>7:00</b> [5] - 1:22, 13:3, 29:19, 29:20, 29:21				
	<b>7</b>				
	<b>8</b>				
	<b>8</b> [1] - 3:4 <b>80</b> [1] - 79:11 <b>8:22</b> [1] - 78:5				
	<b>8</b>				
<b>2</b>	<b>20</b> [5] - 3:8, 45:21, 48:21, 62:21, 70:11 <b>20-foot</b> [2] - 23:18, 59:23 <b>20-year</b> [1] - 49:4 <b>2016</b> [5] - 36:24, 38:18, 42:18, 66:3 <b>2019</b> [1] - 38:19 <b>2024</b> [2] - 1:21, 80:9 <b>2024-07</b> [4] - 5:10, 6:13, 7:4, 8:11 <b>2024-08</b> [6] - 5:11, 7:5, 7:21, 18:20, 20:4, 40:9 <b>2024-15</b> [4] - 5:13, 7:22, 8:10, 44:8				
	<b>8</b>				
	<b>9</b>				
	<b>B</b>				
			<b>B.S</b> [1] - 43:2 <b>background</b> [4] - 57:6, 57:16, 57:19, 59:20 <b>backup</b> [1] - 59:11 <b>badge</b> [1] - 52:21 <b>Bailey</b> [1] - 42:9 <b>BAILEY</b> [2] - 3:13, 42:6 <b>Baird</b> [1] - 13:24 <b>bamboo</b> [3] - 31:5, 31:6, 31:8		

PZC - Public Hearings - June 12, 2024

<p><b>Barksdale</b> [1] - 2:11  <b>Barksdale-Noble</b> [1] - 2:11  <b>barn</b> [1] - 36:9  <b>BARTALONE</b> [24] - 3:6, 3:10, 11:13, 11:16, 11:19, 29:11, 29:14, 30:11, 43:4, 43:8, 64:4, 64:10, 65:4, 65:22, 66:13, 67:16, 67:21, 68:9, 68:12, 69:7, 69:10, 69:15, 70:15, 70:19  <b>Bartalone</b> [5] - 11:20, 29:15, 43:9, 64:12, 69:11  <b>base</b> [1] - 12:3  <b>based</b> [6] - 8:20, 35:7, 51:20, 63:4, 68:21, 70:11  <b>basins</b> [1] - 55:9  <b>basis</b> [1] - 61:6  <b>Beacon</b> [7] - 16:3, 16:4, 16:5, 16:8, 21:13, 21:15, 43:1  <b>bearing</b> [1] - 76:6  <b>become</b> [6] - 17:5, 32:21, 34:18, 36:4, 39:11, 56:20  <b>becomes</b> [1] - 74:12  <b>Beecher</b> [11] - 7:13, 8:8, 16:16, 46:2, 55:18, 55:19, 56:16, 57:12, 71:2, 71:7, 71:23  <b>beefed</b> [1] - 56:19  <b>beginning</b> [1] - 56:24  <b>behalf</b> [1] - 44:15  <b>behind</b> [4] - 28:5, 28:10, 30:4, 71:2  <b>belabor</b> [1] - 47:14  <b>believes</b> [1] - 73:19  <b>beneficial</b> [2] - 62:20, 62:23  <b>benefit</b> [2] - 31:19, 55:10  <b>berm</b> [1] - 23:12  <b>better</b> [1] - 61:22  <b>between</b> [3] - 28:6, 38:7, 61:14  <b>beyond</b> [1] - 22:10  <b>big</b> [4] - 12:10, 13:4, 33:1, 43:15  <b>bikes</b> [1] - 30:22  <b>bill</b> [1] - 12:12  <b>bit</b> [6] - 45:1, 50:24, 53:6, 55:21, 56:20, 68:13  <b>Blackberry</b> [3] - 28:5, 42:10, 43:9</p>	<p><b>BLOMGREN</b> [16] - 3:7, 13:16, 13:19, 13:22, 14:21, 15:4, 15:9, 15:16, 15:19, 15:24, 16:5, 16:12, 16:21, 17:3, 17:16, 18:3  <b>Blomgren</b> [1] - 13:23  <b>blue</b> [1] - 49:12  <b>Board</b> [1] - 61:13  <b>board</b> [4] - 10:2, 23:2, 33:22, 41:18  <b>body</b> [1] - 35:8  <b>boon</b> [1] - 12:9  <b>border</b> [1] - 36:17  <b>borne</b> [3] - 76:9, 76:13, 76:15  <b>bottom</b> [2] - 58:13, 59:18  <b>bought</b> [3] - 24:19, 32:16, 66:10  <b>boundaries</b> [1] - 35:14  <b>boundary</b> [6] - 14:13, 38:6, 38:14, 46:1, 46:2, 46:4  <b>bounds</b> [1] - 53:6  <b>boxes</b> [1] - 49:12  <b>Bradd</b> [3] - 63:11, 63:14  <b>Brian</b> [2] - 27:4, 70:21  <b>BRIAN</b> [8] - 3:9, 27:1, 27:4, 70:21, 71:13, 71:24, 72:4, 72:11  <b>bring</b> [5] - 9:7, 9:10, 10:21, 41:21, 59:4  <b>Bristol</b> [1] - 11:22  <b>Brockovic</b> [1] - 74:24  <b>Brotherhood</b> [1] - 10:14  <b>brought</b> [1] - 33:2  <b>buffer</b> [3] - 23:19, 56:13, 57:8  <b>buffering</b> [3] - 23:10, 23:11, 24:2  <b>buffers</b> [1] - 54:10  <b>build</b> [8] - 26:2, 46:17, 48:7, 48:19, 55:13, 61:5, 66:10, 70:10  <b>build-out</b> [2] - 48:19, 70:10  <b>building</b> [37] - 18:1, 30:7, 48:6, 48:11, 51:5, 51:9, 52:6, 58:4, 58:5, 58:7, 58:18, 58:22, 59:1, 59:5, 59:14, 59:15, 59:17, 60:8, 60:12, 60:16, 60:20, 60:22, 60:23, 61:8, 64:16, 64:22, 65:8, 65:9, 65:11, 65:13, 66:2,</p>	<p>66:21, 67:23, 69:2, 72:22, 73:2, 74:5  <b>buildings</b> [21] - 24:1, 49:10, 49:11, 49:13, 49:16, 50:14, 50:19, 51:4, 51:8, 51:10, 55:11, 57:15, 57:24, 58:1, 58:3, 59:8, 62:17, 66:2, 69:13, 69:20  <b>built</b> [5] - 11:4, 28:13, 53:16, 66:9, 73:21  <b>bunch</b> [1] - 72:2  <b>Burlington</b> [2] - 6:20, 8:7  <b>busy</b> [1] - 33:16  <b>buy</b> [3] - 31:4, 31:15, 31:16  <b>buyers</b> [1] - 17:20  <b>buying</b> [3] - 26:2, 32:1, 70:9</p>	<p>46:15, 48:2, 49:10, 49:16, 58:9, 59:10, 72:15  <b>centers</b> [4] - 45:11, 45:12, 74:21, 75:7  <b>certain</b> [1] - 75:11  <b>certainly</b> [5] - 20:7, 25:20, 26:14, 55:7, 76:24  <b>certainty</b> [2] - 48:16, 55:3  <b>certificate</b> [1] - 80:1  <b>Certificate</b> [1] - 80:13  <b>Certified</b> [1] - 79:3  <b>certified</b> [1] - 80:4  <b>certify</b> [2] - 79:5, 80:1  <b>Chairman</b> [1] - 2:2  <b>CHAIRMAN</b> [58] - 4:4, 4:24, 5:18, 6:1, 6:11, 8:14, 10:1, 10:5, 11:7, 11:11, 11:14, 13:8, 13:12, 13:21, 14:18, 18:5, 18:9, 18:18, 20:2, 20:11, 21:5, 21:9, 21:14, 22:19, 22:24, 26:21, 29:7, 29:10, 30:10, 32:9, 34:5, 39:22, 40:2, 40:8, 40:12, 41:13, 42:3, 42:5, 43:3, 43:6, 43:24, 44:6, 63:17, 63:22, 64:1, 64:6, 64:8, 69:5, 69:9, 70:20, 74:16, 75:16, 76:18, 76:22, 77:7, 77:10, 77:22, 77:24  <b>chance</b> [4] - 28:3, 40:21, 41:1, 44:3  <b>chances</b> [1] - 41:2  <b>change</b> [3] - 27:11, 27:17, 27:19  <b>changing</b> [1] - 48:23  <b>character</b> [1] - 59:4  <b>chasing</b> [1] - 70:18  <b>Chicago</b> [1] - 8:21  <b>children</b> [2] - 28:20, 72:2  <b>China</b> [1] - 31:11  <b>choices</b> [1] - 69:1  <b>CHRISTINE</b> [2] - 79:3, 80:13  <b>circa</b> [1] - 66:3  <b>circle</b> [2] - 50:6, 50:11  <b>circles</b> [1] - 50:13  <b>City</b> [25] - 6:16, 7:1, 7:9, 7:19, 8:1, 9:6, 12:24, 15:12, 17:24, 24:12, 25:2, 27:21, 35:6, 37:21, 38:7,</p>	<p>45:19, 48:7, 54:8, 66:7, 68:14, 71:1, 71:8, 72:9, 73:7, 74:13  <b>city</b> [17] - 9:4, 9:9, 9:13, 16:19, 17:4, 19:2, 20:23, 22:8, 32:24, 33:2, 49:22, 61:12, 65:15, 68:20, 69:4, 71:20, 74:9  <b>CITY</b> [1] - 1:6  <b>City's</b> [6] - 26:5, 46:13, 47:17, 47:19, 51:14, 51:15  <b>city's</b> [1] - 33:21  <b>clarify</b> [1] - 69:22  <b>clarity</b> [1] - 42:23  <b>classification</b> [4] - 5:11, 5:12, 6:18, 7:10  <b>clean</b> [1] - 31:11  <b>clearly</b> [1] - 4:16  <b>click</b> [2] - 37:5  <b>clients</b> [1] - 45:8  <b>close</b> [7] - 9:17, 11:20, 31:19, 40:9, 70:22, 73:8, 77:3  <b>closed</b> [1] - 78:2  <b>closely</b> [1] - 53:5  <b>closest</b> [1] - 28:17  <b>code</b> [8] - 22:6, 23:14, 51:15, 55:13, 56:2, 70:4, 70:5  <b>cold</b> [1] - 9:11  <b>Com</b> [3] - 19:6, 46:2, 46:6  <b>combination</b> [1] - 74:1  <b>comfortable</b> [1] - 73:15  <b>coming</b> [5] - 16:13, 16:16, 41:15, 64:13, 68:2  <b>commencement</b> [1] - 79:6  <b>comment</b> [3] - 25:13, 32:11, 36:14  <b>comments</b> [2] - 19:5, 24:17  <b>COMMISSION</b> [1] - 1:10  <b>Commission</b> [4] - 4:6, 4:10, 24:9, 25:3  <b>commissioners</b> [1] - 18:10  <b>commonly</b> [1] - 14:2  <b>communication</b> [5] - 42:12, 42:14, 42:24, 75:12, 75:13  <b>community</b> [6] - 10:23, 11:6, 28:3,</p>
<b>C</b>				
<p><b>C.S.R</b> [1] - 80:13  <b>C1</b> [3] - 5:13, 7:22, 44:8  <b>cahoots</b> [1] - 36:2  <b>calculates</b> [1] - 12:11  <b>call-outs</b> [2] - 58:12, 58:13  <b>campus</b> [17] - 8:4, 48:19, 49:9, 49:18, 50:9, 50:15, 50:17, 50:19, 50:23, 51:7, 51:11, 52:2, 53:3, 53:4, 54:14, 57:3, 57:17  <b>campuses</b> [1] - 63:13  <b>candid</b> [1] - 34:13  <b>cannot</b> [1] - 71:22  <b>Capital</b> [3] - 6:14, 7:6, 8:20  <b>capital</b> [1] - 32:17  <b>CARRABOTTA</b> [4] - 3:13, 42:4, 42:6, 42:9  <b>Carrabotta</b> [1] - 42:10  <b>carries</b> [1] - 14:11  <b>carry</b> [1] - 14:10  <b>cart</b> [1] - 34:15  <b>cart's</b> [1] - 36:8  <b>case</b> [5] - 26:9, 45:16, 54:3, 56:3, 58:4  <b>cases</b> [2] - 53:10, 76:9  <b>catching</b> [1] - 73:17  <b>category</b> [1] - 13:20  <b>center</b> [12] - 8:4, 9:12, 9:22, 19:11, 45:4,</p>				

## PZC - Public Hearings - June 12, 2024

<p>37:5, 57:19  <b>Community</b> [2] - 2:11, 37:14  <b>companies</b> [1] - 45:9  <b>company</b> [1] - 36:5  <b>compared</b> [1] - 12:7  <b>compensated</b> [1] - 24:20  <b>complete</b> [1] - 21:10  <b>completely</b> [1] - 22:19  <b>comply</b> [2] - 54:9, 61:11  <b>components</b> [1] - 60:19  <b>Comprehensive</b> [10] - 26:5, 36:21, 36:23, 37:3, 37:19, 37:20, 38:19, 38:21, 39:2, 43:13  <b>compression</b> [1] - 68:23  <b>computer</b> [2] - 60:7, 79:14  <b>computer-aided</b> [1] - 79:14  <b>computers</b> [4] - 44:19, 75:8, 75:10, 75:15  <b>con</b> [1] - 17:19  <b>concept</b> [1] - 51:6  <b>concepts</b> [1] - 57:11  <b>concern</b> [5] - 21:1, 42:22, 66:13, 66:24, 67:19  <b>concerned</b> [1] - 68:14  <b>concerning</b> [1] - 79:8  <b>concerns</b> [1] - 12:13  <b>concluding</b> [1] - 78:5  <b>concrete</b> [6] - 58:4, 58:5, 58:8, 58:18, 60:1, 60:2  <b>condition</b> [2] - 54:4, 60:5  <b>conditions</b> [1] - 24:9  <b>conducted</b> [1] - 15:3  <b>confidence</b> [2] - 27:7, 29:3  <b>confident</b> [1] - 68:21  <b>conflicts</b> [1] - 50:1  <b>confused</b> [2] - 20:6, 38:1  <b>connect</b> [2] - 53:13, 65:10  <b>connections</b> [1] - 76:12  <b>considered</b> [1] - 4:9  <b>consist</b> [2] - 14:4, 49:9  <b>consisting</b> [2] - 7:19, 8:8  <b>consists</b> [1] - 7:2</p>	<p><b>constantly</b> [1] - 72:22  <b>constitutes</b> [1] - 79:15  <b>constructed</b> [4] - 49:15, 65:3, 66:3, 72:5  <b>construction</b> [8] - 10:23, 11:1, 12:17, 28:9, 33:14, 33:19, 34:2, 76:4  <b>consumed</b> [1] - 75:7  <b>consumption</b> [1] - 75:5  <b>containment</b> [2] - 31:9, 31:10  <b>contingencies</b> [1] - 23:3  <b>contingent</b> [2] - 6:24, 7:18  <b>continue</b> [1] - 33:6  <b>contract</b> [4] - 6:14, 7:7, 17:17, 45:17  <b>Control</b> [1] - 61:13  <b>control</b> [4] - 39:12, 46:23, 68:22, 80:6  <b>conversation</b> [1] - 64:17  <b>cooling</b> [3] - 60:8, 60:10, 64:14  <b>coordinated</b> [1] - 49:21  <b>copies</b> [2] - 80:3, 80:6  <b>copy</b> [1] - 37:15  <b>core</b> [1] - 59:14  <b>Corneils</b> [1] - 7:13  <b>corner</b> [1] - 59:1  <b>correct</b> [10] - 15:18, 16:17, 17:22, 21:15, 21:17, 23:4, 35:10, 36:22, 66:12, 72:3  <b>corridor</b> [3] - 10:19, 11:2, 39:6  <b>cost</b> [3] - 33:4, 71:18, 76:16  <b>costs</b> [1] - 76:6  <b>Council</b> [6] - 7:1, 7:19, 17:24, 24:12, 25:2, 35:6  <b>council</b> [1] - 32:5  <b>counsel</b> [2] - 79:21, 79:22  <b>country</b> [2] - 31:7, 63:13  <b>county</b> [2] - 39:1, 49:22  <b>COUNTY</b> [1] - 79:2  <b>County</b> [12] - 6:17, 7:9, 8:1, 28:16, 38:19, 38:24, 54:8, 71:9, 72:10, 73:12, 73:13</p>	<p><b>county's</b> [1] - 19:19  <b>couple</b> [6] - 44:19, 55:8, 56:11, 58:6, 59:6, 74:18  <b>course</b> [5] - 12:5, 40:12, 42:5, 43:6, 69:9  <b>cover</b> [1] - 10:15  <b>cram</b> [1] - 51:24  <b>cramming</b> [1] - 54:2  <b>crazy</b> [1] - 31:5  <b>create</b> [4] - 17:7, 53:14, 58:17, 58:21  <b>creating</b> [1] - 57:2  <b>credits</b> [1] - 31:20  <b>cross</b> [3] - 50:16, 50:18, 71:19  <b>cross-section</b> [1] - 71:19  <b>crush</b> [2] - 22:17, 22:18  <b>crying</b> [1] - 41:10  <b>cue</b> [1] - 44:7  <b>curb</b> [1] - 50:1  <b>current</b> [2] - 12:6, 24:4  <b>cursor</b> [1] - 46:23  <b>customers</b> [1] - 59:14  <b>cuts</b> [1] - 50:1  <b>Cyrus</b> [3] - 63:12, 66:9, 69:16  <b>CyrusOne</b> [8] - 44:16, 45:3, 45:10, 45:13, 45:17, 46:8, 51:18</p>	<p><b>demand</b> [1] - 70:12  <b>dense</b> [2] - 23:19, 23:21  <b>Department</b> [1] - 37:14  <b>departments</b> [1] - 37:5  <b>depicted</b> [1] - 59:18  <b>Depot</b> [1] - 28:6  <b>depth</b> [1] - 65:2  <b>design</b> [2] - 57:17, 61:9  <b>designated</b> [1] - 53:7  <b>designates</b> [1] - 37:20  <b>designation</b> [1] - 47:22  <b>designed</b> [1] - 50:11  <b>detail</b> [4] - 12:19, 61:17, 61:20, 63:10  <b>details</b> [3] - 56:22, 58:7, 62:4  <b>detention</b> [1] - 52:7  <b>determination</b> [1] - 35:7  <b>develop</b> [5] - 14:7, 25:22, 26:1, 49:6  <b>developed</b> [5] - 19:3, 22:15, 23:7, 28:1, 49:4  <b>developer</b> [3] - 14:22, 45:4, 76:3  <b>development</b> [30] - 8:3, 9:11, 9:19, 9:22, 12:2, 12:8, 13:2, 14:8, 17:11, 17:13, 17:15, 21:23, 22:1, 26:8, 26:18, 36:2, 37:6, 37:7, 37:22, 44:23, 46:9, 48:13, 48:14, 48:17, 48:23, 49:5, 60:22, 63:12, 70:9, 76:10  <b>Development</b> [3] - 2:12, 37:14, 46:13  <b>different</b> [2] - 56:1, 58:19  <b>differently</b> [1] - 35:13  <b>digital</b> [1] - 45:7  <b>directed</b> [2] - 26:8, 50:7  <b>direction</b> [2] - 79:15, 80:6  <b>directly</b> [3] - 16:24, 68:10, 79:23  <b>Director</b> [1] - 2:12  <b>director</b> [1] - 63:12  <b>dirt</b> [1] - 30:21  <b>discuss</b> [2] - 26:10, 50:21  <b>discussed</b> [1] - 76:8  <b>discussion</b> [3] - 6:12,</p>	<p>26:14, 57:21  <b>discussions</b> [1] - 26:19  <b>distance</b> [1] - 24:2  <b>distances</b> [1] - 23:24  <b>Distribution</b> [1] - 45:24  <b>District</b> [6] - 6:23, 6:24, 7:17, 7:18, 22:2, 22:11  <b>district</b> [4] - 28:20, 48:5, 57:23, 72:18  <b>districts</b> [1] - 46:11  <b>dive</b> [1] - 63:10  <b>document</b> [1] - 14:4  <b>Dodd</b> [1] - 30:16  <b>DODD</b> [8] - 3:11, 30:12, 30:15, 32:10, 33:11, 40:11, 40:13, 42:2  <b>dollars</b> [2] - 10:21, 48:21  <b>don</b> [1] - 64:12  <b>Don</b> [1] - 29:14  <b>DON</b> [2] - 3:10, 29:11  <b>done</b> [6] - 11:2, 38:16, 43:13, 48:12, 57:1, 64:16  <b>Door</b> [3] - 6:14, 7:6, 8:20  <b>dovetail</b> [1] - 72:12  <b>down</b> [4] - 16:16, 26:2, 46:20, 69:16  <b>drainage</b> [1] - 54:16  <b>draw</b> [1] - 41:8  <b>drawn</b> [1] - 32:15  <b>Drive</b> [1] - 1:17  <b>drive</b> [2] - 70:8, 74:8  <b>driven</b> [1] - 70:11  <b>driver</b> [1] - 74:7  <b>driving</b> [2] - 55:10, 62:16  <b>due</b> [1] - 62:24  <b>duly</b> [12] - 8:16, 10:10, 11:17, 13:17, 20:16, 27:2, 29:12, 30:13, 34:9, 42:7, 44:11, 79:7  <b>during</b> [3] - 4:19, 5:1, 69:2</p>
<b>D</b>				
<p><b>dab</b> [1] - 47:5  <b>daily</b> [1] - 25:11  <b>damage</b> [1] - 75:2  <b>Danny</b> [1] - 2:2  <b>data</b> [15] - 8:4, 9:12, 9:22, 19:11, 45:4, 45:10, 45:11, 46:15, 48:2, 49:10, 49:16, 59:9, 72:15, 74:21, 75:7  <b>dates</b> [1] - 45:20  <b>days</b> [1] - 31:10  <b>deal</b> [2] - 11:23, 26:12  <b>dealing</b> [2] - 21:6, 66:3  <b>decently</b> [1] - 31:18  <b>decibel</b> [4] - 64:11, 64:14, 65:20, 68:19  <b>decided</b> [1] - 14:23  <b>decorative</b> [1] - 58:16  <b>defined</b> [1] - 48:14  <b>degrees</b> [1] - 34:1  <b>delivering</b> [1] - 45:6</p>	<b>E</b>			
<p><b>early</b> [1] - 28:3  <b>earmarked</b> [1] - 26:17  <b>ears</b> [1] - 41:17  <b>east</b> [11] - 7:12, 8:6, 14:12, 14:14, 38:4, 38:11, 38:15, 43:16,</p>				

## PZC - Public Hearings - June 12, 2024

<p>45:22, 76:11, 76:12  <b>eastern</b> [1] - 46:2  <b>eco</b> [2] - 31:6, 31:20  <b>eco-friendly</b> [1] - 31:6  <b>Ed</b> [3] - 19:6, 46:2, 46:6  <b>egress</b> [3] - 49:20, 52:20, 52:22  <b>eight</b> [6] - 27:19, 28:22, 28:23, 53:12, 53:19, 57:9  <b>eight-foot</b> [3] - 53:12, 53:19, 57:9  <b>either</b> [1] - 56:8  <b>Eldamain</b> [43] - 7:12, 8:6, 10:18, 11:2, 14:12, 14:14, 17:6, 17:8, 19:17, 19:18, 20:19, 30:6, 30:16, 30:20, 33:14, 34:13, 36:18, 38:5, 38:10, 38:15, 38:22, 39:5, 43:16, 45:23, 46:4, 49:19, 49:21, 50:1, 50:8, 53:23, 55:18, 56:4, 56:13, 57:4, 57:8, 57:9, 57:11, 70:23, 71:1, 71:9, 71:12, 72:7, 73:11  <b>electric</b> [1] - 74:9  <b>Electrical</b> [1] - 10:15  <b>electrical</b> [3] - 46:15, 48:3, 49:14  <b>electricity</b> [1] - 70:13  <b>element</b> [1] - 58:9  <b>elements</b> [2] - 58:16, 59:3  <b>elevation</b> [1] - 57:22  <b>elevations</b> [1] - 57:21  <b>emergency</b> [1] - 53:1  <b>emission</b> [1] - 75:9  <b>emit</b> [2] - 60:20, 75:1  <b>emotional</b> [1] - 41:8  <b>employee</b> [2] - 79:20, 79:21  <b>employees</b> [1] - 52:21  <b>empty</b> [1] - 67:24  <b>enclosed</b> [1] - 53:15  <b>encroach</b> [1] - 29:5  <b>end</b> [3] - 12:21, 27:20, 57:23  <b>engineer</b> [10] - 60:24, 61:1, 61:9, 65:17, 68:15, 68:20, 71:20, 73:6, 73:8, 73:16  <b>engineering</b> [2] - 65:6, 65:7  <b>engineers</b> [1] - 72:21  <b>enhance</b> [1] - 10:21  <b>enhancement</b> [1] -</p>	<p>54:21  <b>ensure</b> [3] - 48:22, 60:9, 61:11  <b>ensuring</b> [1] - 45:8  <b>enter</b> [1] - 50:4  <b>entering</b> [1] - 50:8  <b>entire</b> [3] - 10:18, 19:8, 53:4  <b>entirely</b> [1] - 73:15  <b>entitled</b> [2] - 18:2, 21:22  <b>entrance</b> [4] - 49:18, 52:24, 58:10, 62:16  <b>entry</b> [2] - 58:21  <b>envision</b> [2] - 52:15, 59:1  <b>envisioned</b> [1] - 38:24  <b>equipment</b> [10] - 60:6, 60:7, 60:10, 60:20, 65:12, 65:16, 65:17, 66:5, 69:1  <b>Erin</b> [1] - 74:24  <b>especially</b> [2] - 28:20, 32:20  <b>establish</b> [2] - 28:3, 48:14  <b>established</b> [1] - 27:15  <b>Estate</b> [1] - 14:1  <b>estimate</b> [1] - 71:18  <b>estimated</b> [1] - 70:10  <b>evaluate</b> [1] - 68:15  <b>evaluating</b> [1] - 69:1  <b>evening</b> [10] - 8:19, 10:12, 44:13, 44:15, 45:17, 46:12, 48:4, 48:9, 48:20, 73:24  <b>eventually</b> [1] - 32:24  <b>evergreens</b> [1] - 56:6  <b>exact</b> [1] - 65:1  <b>exactly</b> [4] - 12:4, 38:14, 49:3, 68:4  <b>example</b> [6] - 13:1, 14:22, 27:17, 62:11, 62:18, 75:12  <b>except</b> [1] - 41:11  <b>excess</b> [2] - 55:12, 76:14  <b>exclusive</b> [1] - 49:15  <b>excuse</b> [1] - 11:3  <b>existing</b> [5] - 46:18, 47:23, 49:23, 54:4, 76:1  <b>exists</b> [1] - 17:14  <b>expect</b> [3] - 42:11, 49:6, 72:13  <b>expensive</b> [1] - 58:1  <b>experience</b> [2] - 51:18, 51:21  <b>extend</b> [2] - 36:17,</p>	<p>39:2  <b>extended</b> [1] - 76:16  <b>extension</b> [3] - 16:20, 17:1, 38:14  <b>extensions</b> [1] - 76:10  <b>extensive</b> [1] - 9:7, 51:18, 57:10  <b>extraordinary</b> [1] - 75:6  <b>extremely</b> [2] - 74:3, 74:4</p>	<p><b>feed</b> [1] - 76:3  <b>feet</b> [14] - 24:2, 51:17, 56:11, 56:12, 62:21, 69:14, 69:15, 69:21, 69:22, 70:2, 70:3, 73:2, 73:22  <b>fence</b> [8] - 23:11, 23:22, 53:3, 53:7, 53:13, 53:19, 57:9  <b>fenced</b> [1] - 53:18  <b>fencing</b> [1] - 23:8  <b>few</b> [2] - 27:5, 39:10  <b>figure</b> [1] - 66:11  <b>filed</b> [3] - 6:15, 7:8, 7:24  <b>fill</b> [1] - 67:24  <b>final</b> [4] - 9:15, 19:22, 65:5, 65:6  <b>finally</b> [2] - 7:22, 44:7  <b>financial</b> [1] - 34:21  <b>financially</b> [1] - 39:13  <b>fine</b> [1] - 30:8  <b>first</b> [15] - 8:16, 9:2, 10:10, 11:17, 13:17, 19:14, 20:16, 27:2, 29:12, 30:13, 34:9, 42:7, 42:15, 44:11, 66:2  <b>fit</b> [1] - 52:3  <b>five</b> [6] - 19:11, 31:17, 48:24, 56:5  <b>fixed</b> [1] - 24:21  <b>flip</b> [1] - 46:21  <b>flowing</b> [1] - 54:18  <b>focus</b> [1] - 62:12  <b>focused</b> [1] - 73:20  <b>folks</b> [3] - 22:22, 41:14, 41:24  <b>following</b> [2] - 4:1, 26:7  <b>follows</b> [13] - 5:2, 6:13, 8:17, 10:11, 11:18, 13:18, 20:17, 27:3, 29:13, 30:14, 34:10, 42:8, 44:12  <b>foot</b> [3] - 53:12, 53:19, 57:9  <b>force</b> [2] - 12:17, 72:19  <b>foregoing</b> [1] - 79:10  <b>foreground</b> [2] - 57:14, 59:21  <b>forget</b> [1] - 34:20  <b>FORRISTALL</b> [2] - 6:3, 77:12  <b>Forristall</b> [3] - 2:7, 6:2, 77:11  <b>forth</b> [2] - 19:2, 28:2  <b>forward</b> [9] - 10:8, 21:11, 33:5, 42:12,</p>	<p>42:24, 44:7, 46:22, 57:18, 76:24  <b>four</b> [4] - 19:6, 30:22, 53:21, 54:3  <b>friendly</b> [1] - 31:6  <b>front</b> [6] - 33:21, 51:1, 51:3, 58:20, 70:14, 75:5  <b>frontage</b> [1] - 56:14  <b>full</b> [4] - 53:18, 56:13, 73:21, 75:8  <b>fund</b> [1] - 16:19  <b>future</b> [7] - 14:7, 25:11, 37:23, 38:8, 39:4, 39:7, 39:12</p>
<b>F</b>				
<p><b>facade</b> [1] - 58:18  <b>face</b> [1] - 52:11  <b>facilities</b> [8] - 9:12, 45:13, 51:9, 51:10, 63:5, 72:23  <b>facility</b> [8] - 45:24, 53:16, 60:10, 61:23, 63:1, 75:11, 76:3, 76:15  <b>facing</b> [1] - 57:18  <b>fact</b> [3] - 51:5, 58:21, 61:11  <b>factories</b> [1] - 30:7  <b>factory</b> [1] - 10:20  <b>facts</b> [2] - 25:8, 25:11  <b>fade</b> [2] - 57:5, 57:15  <b>fading</b> [1] - 57:18  <b>fair</b> [2] - 16:17, 22:16  <b>fairly</b> [1] - 37:11  <b>falls</b> [2] - 40:17, 41:3  <b>familiar</b> [2] - 38:17, 45:3  <b>Family</b> [3] - 6:23, 7:7, 7:16  <b>family</b> [4] - 30:18, 31:13, 32:12, 32:13  <b>far</b> [5] - 23:16, 23:20, 35:12, 37:8, 55:11  <b>farm</b> [4] - 10:19, 14:3, 27:24  <b>farmed</b> [2] - 33:7, 33:9  <b>farmer</b> [1] - 32:1  <b>farming</b> [1] - 33:13  <b>farmland</b> [1] - 28:10  <b>favor</b> [8] - 5:4, 10:7, 11:8, 12:2, 13:6, 13:10, 20:9, 63:19  <b>Faxon</b> [19] - 6:21, 8:8, 14:2, 16:17, 17:7, 17:8, 43:15, 45:24, 52:10, 52:13, 55:9, 55:18, 56:16, 56:19, 57:5, 57:12, 71:7, 71:22, 73:12  <b>Fe</b> [2] - 6:20, 8:7</p>	<p><b>gather</b> [1] - 35:5  <b>gating</b> [1] - 50:4  <b>General</b> [2] - 6:24, 7:17  <b>general</b> [4] - 46:11, 49:9, 68:22, 73:1  <b>generally</b> [9] - 6:19, 7:12, 8:5, 12:1, 49:13, 59:22, 63:7, 67:3, 67:6  <b>generating</b> [1] - 74:6  <b>generations</b> [1] - 66:1  <b>generator</b> [3] - 59:16, 59:17, 68:8  <b>generators</b> [11] - 59:19, 61:3, 64:11, 64:13, 67:2, 67:4, 67:13, 67:15, 68:6, 72:17  <b>gesture</b> [1] - 71:14  <b>Gilbert</b> [2] - 8:19, 18:23  <b>GILBERT</b> [6] - 3:4, 8:13, 8:15, 8:18, 18:22, 25:19  <b>GIS</b> [1] - 47:19  <b>given</b> [2] - 33:3, 79:16  <b>gladly</b> [1] - 28:1  <b>glass</b> [1] - 58:20  <b>global</b> [1] - 45:4  <b>goal</b> [1] - 48:13  <b>Goins</b> [3] - 2:4, 6:6, 77:15  <b>GOINS</b> [4] - 5:16, 6:7, 77:5, 77:16  <b>google</b> [2] - 37:2, 37:3  <b>gotcha</b> [1] - 65:4  <b>grand</b> [1] - 74:2  <b>granted</b> [1] - 28:1  <b>grass</b> [1] - 30:24  <b>grasses</b> [2] - 56:9,</p>			
<b>G</b>				

## PZC - Public Hearings - June 12, 2024

56:10 <b>grateful</b> [1] - 41:14 <b>gray</b> [2] - 58:8, 59:20 <b>great</b> [1] - 20:24 <b>green</b> [1] - 53:22 <b>Green</b> [3] - 6:14, 7:6, 8:20 <b>Greg</b> [1] - 2:5 <b>grid</b> [2] - 74:22, 75:18 <b>ground</b> [2] - 32:1, 33:7 <b>growth</b> [1] - 36:2 <b>Grundy</b> [1] - 28:18 <b>guarantee</b> [3] - 49:2, 59:10, 59:11 <b>guard</b> [1] - 53:14 <b>guess</b> [7] - 9:23, 14:15, 39:9, 44:22, 45:1, 62:6, 74:11 <b>guidelines</b> [1] - 41:3 <b>guys</b> [5] - 29:19, 29:24, 41:16, 41:19, 43:18	<b>hello</b> [2] - 8:18, 27:4 <b>help</b> [3] - 20:23, 58:16, 59:3 <b>helpful</b> [1] - 62:2 <b>helps</b> [1] - 42:1 <b>hereby</b> [1] - 79:5 <b>herein</b> [1] - 79:9 <b>hereto</b> [2] - 79:23, 80:2 <b>hereunto</b> [1] - 80:7 <b>hi</b> [1] - 74:20 <b>Hi</b> [1] - 30:15 <b>hiccup</b> [1] - 73:9 <b>hiding</b> [1] - 62:17 <b>high</b> [8] - 28:22, 61:16, 69:21, 74:7, 75:21, 75:23, 75:24 <b>highlighted</b> [1] - 47:21 <b>Highway</b> [2] - 71:9, 72:10 <b>hired</b> [2] - 68:15, 69:3 <b>historic</b> [1] - 63:4 <b>hit</b> [3] - 39:13, 39:14, 52:11 <b>HOA</b> [1] - 30:23 <b>hold</b> [6] - 9:20, 21:22, 27:9, 41:23, 74:18, 76:23 <b>Home</b> [1] - 28:6 <b>home</b> [1] - 30:17 <b>homeowner</b> [1] - 12:15 <b>homeowners</b> [5] - 24:23, 26:20, 36:8, 36:12, 39:16 <b>homes</b> [2] - 30:5, 30:9 <b>hope</b> [5] - 12:24, 42:1, 42:24, 62:2, 67:11 <b>hoped</b> [1] - 28:21 <b>horse</b> [2] - 34:15, 36:9 <b>hour</b> [3] - 73:19, 73:23, 73:24 <b>house</b> [6] - 32:14, 32:17, 32:18, 68:2, 68:11, 74:22 <b>housed</b> [1] - 60:11 <b>houses</b> [2] - 20:20, 22:20 <b>Hout</b> [1] - 63:11 <b>HOUT</b> [1] - 75:23 <b>huge</b> [2] - 12:2, 31:5 <b>hundred</b> [2] - 56:11 <b>Hyett</b> [3] - 2:6, 6:4, 77:13 <b>HYETT</b> [3] - 5:17, 6:5, 77:14	<b>I</b> <b>IBEW</b> [1] - 10:14 <b>idea</b> [4] - 21:2, 31:5, 43:20, 75:16 <b>identified</b> [6] - 39:5, 46:7, 47:12, 49:11, 49:17, 53:22 <b>identify</b> [1] - 49:19 <b>if's</b> [1] - 34:15 <b>ILLINOIS</b> [2] - 1:7, 79:1 <b>Illinois</b> [10] - 1:18, 6:17, 7:9, 8:2, 19:9, 31:7, 45:12, 61:13, 79:4, 80:8 <b>imagine</b> [1] - 58:2 <b>immediate</b> [2] - 8:24, 19:6 <b>immediately</b> [4] - 7:12, 8:6, 53:9, 59:8 <b>impact</b> [2] - 14:8, 65:21 <b>impinged</b> [1] - 70:23 <b>important</b> [2] - 48:9, 60:9 <b>improve</b> [1] - 27:21 <b>improvement</b> [2] - 71:14, 72:6 <b>improvements</b> [5] - 17:11, 57:14, 71:5, 71:7, 76:8 <b>IN</b> [1] - 80:7 <b>in-and-out</b> [1] - 74:2 <b>include</b> [3] - 9:11, 16:21, 72:5 <b>including</b> [2] - 8:24, 39:6 <b>incorporated</b> [1] - 38:5 <b>increase</b> [3] - 12:3, 71:2, 72:4 <b>increased</b> [1] - 55:5 <b>increasing</b> [1] - 54:21 <b>indicating</b> [1] - 32:9 <b>indicating</b> [1] - 11:22 <b>indirectly</b> [1] - 79:24 <b>individuals</b> [1] - 11:4 <b>industrial</b> [14] - 9:22, 12:6, 22:6, 23:17, 32:21, 38:22, 39:2, 39:7, 57:24, 58:1, 58:2, 61:15, 62:24, 74:3 <b>industry</b> [1] - 51:19 <b>information</b> [5] - 35:24, 37:8, 42:19, 47:18, 68:18 <b>infrastructure</b> [3] -	45:7, 48:22, 76:5 <b>ingress</b> [1] - 49:20 <b>input</b> [4] - 22:4, 22:11, 24:6, 35:5 <b>inputs</b> [1] - 61:2 <b>inside</b> [3] - 60:9, 62:24, 75:10 <b>install</b> [1] - 62:21 <b>instance</b> [1] - 60:3 <b>intent</b> [1] - 57:17 <b>interconnecting</b> [1] - 75:21 <b>interest</b> [6] - 24:19, 26:13, 27:18, 34:12, 58:17, 59:4 <b>interested</b> [1] - 79:23 <b>interior</b> [1] - 62:14 <b>internal</b> [3] - 50:13, 51:2, 63:1 <b>international</b> [1] - 51:20 <b>International</b> [1] - 10:14 <b>intersection</b> [2] - 72:8, 72:14 <b>intro</b> [1] - 18:23 <b>introduction</b> [1] - 45:2 <b>invested</b> [1] - 48:22 <b>invite</b> [1] - 4:7 <b>involved</b> [3] - 9:13, 39:19, 69:17 <b>island</b> [5] - 34:18, 34:19, 36:4, 39:11, 62:19 <b>isolated</b> [1] - 54:7 <b>isolation</b> [1] - 57:2 <b>issue</b> [1] - 36:13 <b>issues</b> [2] - 56:17, 66:12 <b>issuing</b> [1] - 71:11 <b>items</b> [1] - 63:9 <b>itself</b> [2] - 24:1, 68:17	6:13, 6:15, 8:12, 9:16, 9:18 <b>Kendall</b> [9] - 6:17, 7:9, 8:1, 28:15, 38:19, 38:24, 54:8, 71:9, 72:10 <b>kick</b> [1] - 28:4 <b>kicking</b> [1] - 28:14 <b>kids</b> [3] - 30:21, 34:3, 41:9 <b>kind</b> [22] - 9:15, 21:2, 26:6, 40:4, 41:7, 43:2, 46:22, 47:12, 51:1, 56:23, 57:5, 57:18, 58:16, 60:5, 61:16, 61:21, 61:22, 64:21, 66:20, 70:22, 73:9, 74:6 <b>kindergarten</b> [1] - 28:22 <b>KLOA</b> [1] - 73:5 <b>known</b> [1] - 14:2 <b>knows</b> [1] - 11:2 <b>Krysti</b> [6] - 2:11, 21:15, 23:4, 44:17, 52:11, 55:24 <b>Krysti's</b> [2] - 48:18, 61:19
<b>H</b>				<b>L</b>
<b>Hagemann</b> [6] - 5:11, 7:6, 7:7, 18:20, 20:4, 39:6 <b>half</b> [3] - 19:17, 73:1, 73:21 <b>hand</b> [3] - 4:22, 80:4, 80:8 <b>handle</b> [4] - 33:16, 50:12, 71:2, 71:22 <b>happy</b> [6] - 22:21, 23:8, 27:22, 37:15, 62:5, 63:10 <b>hard</b> [5] - 25:24, 26:1, 37:15, 50:24, 55:15 <b>healthy</b> [1] - 75:1 <b>hear</b> [7] - 15:4, 32:4, 42:17, 66:15, 66:22, 68:1, 68:3 <b>heard</b> [5] - 4:14, 29:1, 42:15, 54:23, 79:7 <b>HEARING</b> [1] - 1:11 <b>hearing</b> [17] - 4:3, 4:20, 5:2, 15:2, 15:7, 15:14, 15:17, 35:1, 35:5, 38:23, 40:14, 42:17, 77:4, 78:1, 78:4, 79:10, 79:18 <b>hearings</b> [5] - 4:5, 4:7, 5:9, 6:12, 40:14 <b>heavily</b> [1] - 62:12 <b>heavy</b> [1] - 13:4 <b>height</b> [1] - 69:12 <b>held</b> [3] - 15:8, 15:14, 38:23				<b>lack</b> [3] - 27:7, 35:23, 42:14 <b>land</b> [13] - 14:5, 18:23, 19:14, 22:7, 26:2, 27:10, 31:15, 37:21, 37:23, 38:22, 39:4, 43:16, 46:20 <b>landscape</b> [11] - 55:14, 56:2, 56:3, 56:4, 56:13, 56:15, 56:18, 57:8, 62:9, 62:12, 63:1 <b>landscaping</b> [3] - 23:22, 55:22, 62:11 <b>lane</b> [3] - 33:15, 50:10, 71:21 <b>Lane</b> [2] - 42:11, 43:9 <b>large</b> [5] - 19:11, 49:14, 58:8, 58:17, 59:16 <b>largely</b> [4] - 12:1, 13:6, 58:3, 76:9 <b>largest</b> [4] - 19:8, 45:9, 53:22, 74:12 <b>LASALLE</b> [1] - 79:2 <b>laser</b> [1] - 47:6 <b>last</b> [2] - 3:9, 27:1 <b>late</b> [1] - 36:10
			<b>J</b>	
			<b>Jackson</b> [1] - 44:14 <b>job</b> [1] - 57:2 <b>jobs</b> [2] - 10:23 <b>June</b> [2] - 1:21, 80:8 <b>jurisdiction</b> [4] - 10:16, 54:7, 71:8, 72:9	
			<b>K</b>	
			<b>keep</b> [5] - 27:22, 30:6, 40:14, 40:21, 52:10 <b>Kelaka</b> [6] - 5:10,	

## PZC - Public Hearings - June 12, 2024

<p><b>layout</b> [1] - 69:20  <b>lead</b> [1] - 26:7  <b>leading</b> [1] - 45:4  <b>least</b> [3] - 17:6, 23:18, 24:2  <b>leave</b> [1] - 39:10  <b>leaving</b> [1] - 68:7  <b>left</b> [1] - 29:18  <b>Leland</b> [1] - 80:8  <b>length</b> [1] - 56:12  <b>letter</b> [3] - 31:23, 42:16, 42:20  <b>lettuce</b> [1] - 10:19  <b>level</b> [8] - 22:4, 55:3, 61:16, 64:11, 64:14, 65:18, 65:20, 68:19  <b>lieu</b> [2] - 48:11, 56:20  <b>life</b> [1] - 49:4  <b>light</b> [2] - 47:7, 72:8  <b>lighting</b> [2] - 12:22, 28:8  <b>lights</b> [1] - 72:1  <b>likely</b> [1] - 56:18  <b>limitations</b> [1] - 70:5  <b>limiting</b> [1] - 49:24  <b>Lincoln</b> [1] - 46:7  <b>line</b> [6] - 6:21, 64:21, 65:2, 69:16, 69:23  <b>link</b> [1] - 37:16  <b>Lisa</b> [1] - 20:18  <b>LISA</b> [2] - 3:8, 20:15  <b>listen</b> [1] - 29:2  <b>listening</b> [1] - 27:6  <b>literally</b> [2] - 33:23, 34:1  <b>live</b> [10] - 11:20, 12:18, 13:23, 20:19, 27:5, 28:5, 29:15, 30:16, 42:10, 43:18  <b>lives</b> [1] - 12:15  <b>LLC</b> [8] - 5:10, 5:13, 6:13, 6:15, 7:23, 7:24, 8:12, 44:9  <b>load</b> [1] - 73:3  <b>loads</b> [1] - 74:7  <b>lobby</b> [1] - 58:10  <b>Local</b> [1] - 10:14  <b>local</b> [1] - 75:18  <b>located</b> [9] - 6:20, 7:12, 8:6, 38:4, 45:18, 45:22, 47:12, 53:9, 60:12  <b>location</b> [5] - 50:3, 52:17, 52:19, 55:23, 59:2  <b>locations</b> [2] - 53:11, 72:2  <b>logos</b> [1] - 59:2  <b>Lombard</b> [1] - 45:13</p>	<p><b>long-term</b> [2] - 39:15, 48:16  <b>look</b> [12] - 21:3, 21:12, 27:15, 27:24, 36:15, 38:21, 53:4, 58:7, 61:2, 61:3, 70:22  <b>looking</b> [13] - 11:21, 28:12, 32:16, 32:22, 33:5, 35:11, 36:21, 45:15, 46:24, 48:20, 55:16, 57:4, 58:12  <b>looks</b> [1] - 44:18  <b>lost</b> [1] - 39:12  <b>louver</b> [1] - 58:20  <b>low</b> [2] - 73:4, 74:4  <b>lower</b> [1] - 51:21  <b>lowest</b> [1] - 72:16  <b>lying</b> [1] - 41:13</p>	<p>61:5  <b>Manufacturing</b> [2] - 6:24, 7:17  <b>manufacturing</b> [8] - 9:10, 17:5, 26:6, 26:18, 46:11, 57:23, 72:17, 74:3  <b>map</b> [1] - 47:17  <b>market</b> [3] - 26:12, 57:4, 70:12  <b>marketing</b> [2] - 9:21, 19:10  <b>Marlys</b> [1] - 2:14  <b>Mary</b> [4] - 11:19, 29:17, 43:8, 69:10  <b>MARY</b> [2] - 3:6, 11:16  <b>master</b> [1] - 37:18  <b>matching</b> [1] - 58:12  <b>material</b> [1] - 55:10  <b>MATT</b> [2] - 3:4, 8:15  <b>Matt</b> [2] - 8:19, 18:22  <b>matter</b> [1] - 60:21  <b>matters</b> [1] - 79:9  <b>mean</b> [4] - 35:23, 41:9, 66:22, 75:20  <b>means</b> [1] - 79:12  <b>meant</b> [1] - 58:16  <b>measures</b> [1] - 61:10  <b>mechanical</b> [10] - 60:6, 60:11, 60:14, 60:18, 60:20, 61:3, 65:12, 69:23, 69:24, 70:2  <b>medians</b> [1] - 33:15  <b>medium</b> [2] - 23:8, 75:22  <b>meet</b> [6] - 22:5, 24:3, 36:12, 51:14, 54:18, 68:23  <b>meeting</b> [5] - 4:6, 32:5, 34:23, 78:1, 78:5  <b>meetings</b> [2] - 17:21, 40:14  <b>meets</b> [1] - 22:2  <b>member</b> [1] - 4:21  <b>members</b> [3] - 4:8, 10:23, 11:6  <b>Menards</b> [6] - 33:17, 45:23, 49:24, 66:14, 70:23, 72:14  <b>Mendez</b> [1] - 2:13  <b>mentioned</b> [2] - 46:10, 55:24  <b>mentions</b> [1] - 71:15  <b>met</b> [1] - 73:12  <b>metal</b> [5] - 58:14, 58:15, 58:19, 58:24, 60:15  <b>mic</b> [1] - 64:9</p>	<p><b>middle</b> [2] - 30:20, 47:5  <b>might</b> [6] - 15:24, 41:17, 51:9, 51:10, 59:2, 63:15  <b>Mike</b> [1] - 34:11  <b>MIKE</b> [2] - 3:12, 34:8  <b>millen</b> [1] - 77:17  <b>Millen</b> [2] - 2:5, 6:8  <b>MILLEN</b> [3] - 6:9, 77:6, 77:18  <b>million</b> [2] - 73:1, 73:21  <b>millions</b> [1] - 48:21  <b>mind</b> [1] - 39:14  <b>Minute</b> [1] - 2:14  <b>minute</b> [1] - 76:23  <b>minutes</b> [1] - 74:19  <b>Mix</b> [1] - 10:19  <b>mixed</b> [1] - 40:5  <b>modeling</b> [1] - 61:6  <b>money</b> [2] - 31:14, 39:19  <b>monitoring</b> [1] - 72:22  <b>month</b> [2] - 67:6, 67:9  <b>morning</b> [3] - 29:20, 29:24, 66:15  <b>mortgage</b> [2] - 24:20, 32:12  <b>most</b> [2] - 12:14, 58:1  <b>motion</b> [5] - 5:8, 5:15, 5:19, 77:3, 77:8  <b>move</b> [9] - 14:23, 18:13, 24:18, 24:21, 28:24, 32:12, 32:13, 32:19, 44:7  <b>moved</b> [9] - 5:16, 28:21, 30:19, 30:20, 31:2, 31:3, 33:18, 77:5  <b>moving</b> [1] - 42:12  <b>MR</b> [84] - 5:17, 6:3, 6:5, 6:9, 8:13, 8:18, 10:12, 13:19, 13:22, 14:21, 15:4, 15:9, 15:16, 15:19, 15:24, 16:5, 16:12, 16:21, 17:3, 17:16, 18:3, 18:22, 25:19, 27:4, 29:14, 30:11, 30:15, 32:10, 33:11, 34:11, 35:2, 35:9, 35:17, 35:20, 36:22, 37:2, 37:11, 37:17, 37:24, 38:13, 39:9, 40:11, 40:13, 42:2, 44:13, 44:21, 46:21, 47:3, 47:9, 47:11, 56:8, 64:4, 64:10, 64:15, 65:4, 65:5, 65:22,</p>	<p>65:24, 66:13, 67:3, 67:16, 67:20, 67:21, 68:4, 68:9, 68:10, 68:12, 69:14, 69:22, 70:17, 70:21, 71:13, 71:24, 72:4, 72:11, 72:12, 75:4, 75:20, 75:23, 75:24, 77:6, 77:12, 77:14, 77:18  <b>MS</b> [95] - 5:16, 5:20, 5:22, 5:23, 5:24, 6:2, 6:4, 6:6, 6:7, 6:8, 6:10, 11:13, 11:19, 15:1, 15:6, 15:13, 15:18, 15:21, 16:2, 16:8, 16:18, 16:23, 17:10, 17:23, 20:18, 21:8, 21:12, 21:18, 21:21, 21:22, 21:24, 22:1, 22:16, 22:23, 23:9, 23:13, 23:16, 23:17, 23:20, 23:21, 24:13, 24:15, 24:18, 25:1, 25:4, 25:6, 25:10, 25:12, 25:14, 25:15, 25:16, 25:18, 33:10, 34:24, 35:4, 35:11, 35:18, 36:20, 36:23, 37:4, 37:13, 37:19, 38:3, 38:17, 42:4, 42:9, 43:4, 43:8, 44:19, 46:19, 47:1, 47:6, 47:10, 56:7, 64:7, 68:13, 69:7, 69:10, 69:15, 70:15, 70:19, 71:4, 71:17, 72:3, 72:7, 77:5, 77:9, 77:11, 77:13, 77:15, 77:16, 77:17, 77:19, 77:21, 77:23  <b>mufflers</b> [2] - 66:18  <b>multiple</b> [1] - 51:10  <b>municipality</b> [1] - 35:14</p>
<b>M</b>				
	<p><b>M-2</b> [14] - 6:24, 7:17, 17:5, 22:2, 22:11, 24:4, 26:6, 26:18, 27:12, 27:14, 33:7, 47:22, 48:5  <b>M-2s</b> [1] - 29:4  <b>ma'am</b> [3] - 13:8, 20:14, 74:19  <b>machine</b> [1] - 79:12  <b>machinery</b> [1] - 13:5  <b>MAHER</b> [10] - 3:6, 11:13, 11:16, 11:19, 43:4, 43:8, 69:7, 69:10, 70:15, 70:19  <b>Maher</b> [3] - 11:20, 43:9, 69:11  <b>maHER</b> [1] - 69:15  <b>MAHER-</b>  <b>BARTALONE</b> [10] - 3:6, 11:13, 11:16, 11:19, 43:4, 43:8, 69:7, 69:10, 70:15, 70:19  <b>maHER-</b>  <b>BARTALONE</b> [1] - 69:15  <b>Maher-Bartalone</b> [3] - 11:20, 43:9, 69:11  <b>mail</b> [3] - 31:23, 42:16, 42:21  <b>mailing</b> [1] - 35:15  <b>main</b> [1] - 52:24  <b>majority</b> [1] - 62:18  <b>maneuvering</b> [1] - 50:15  <b>manned</b> [1] - 52:18  <b>manner</b> [1] - 53:17  <b>manufacturer</b> [1] -</p>			
<b>N</b>				
			<p><b>name</b> [15] - 3:9, 4:17, 8:19, 10:12, 11:19, 13:22, 18:22, 20:18, 27:1, 27:4, 29:14, 30:15, 34:11, 42:9, 45:3  <b>Naperville</b> [1] - 44:15  <b>nationwide</b> [1] - 9:22  <b>native</b> [1] - 56:9  <b>natural</b> [1] - 54:20  <b>naturally</b> [1] - 54:18  <b>nature</b> [1] - 12:23</p>	

## PZC - Public Hearings - June 12, 2024

<p><b>near</b> [1] - 14:7  <b>nearly</b> [1] - 45:21  <b>necessarily</b> [4] - 23:9, 49:2, 53:8, 55:20  <b>necessary</b> [2] - 52:8, 61:10  <b>need</b> [6] - 48:22, 52:4, 64:7, 64:8, 65:19, 72:24  <b>needing</b> [1] - 20:4  <b>needs</b> [1] - 42:23  <b>negotiate</b> [1] - 36:7  <b>negotiations</b> [1] - 39:20  <b>neighbor</b> [1] - 20:19  <b>neighborhood</b> [2] - 29:18, 66:16  <b>neighbors</b> [1] - 54:22  <b>network</b> [2] - 19:9, 50:13  <b>never</b> [1] - 67:12  <b>newer</b> [1] - 66:5  <b>news</b> [1] - 44:22  <b>News</b> [1] - 21:13  <b>newspaper</b> [2] - 16:4, 16:8  <b>next</b> [4] - 23:17, 34:2, 65:7, 65:8  <b>Nexus</b> [1] - 7:23  <b>nice</b> [5] - 55:2, 56:13, 57:2, 58:21, 67:24  <b>Nicholas</b> [1] - 30:15  <b>NICHOLAS</b> [2] - 3:11, 30:12  <b>night</b> [2] - 13:3, 29:21  <b>nine</b> [1] - 49:10  <b>NOBLE</b> [48] - 5:23, 15:1, 15:6, 15:13, 15:18, 15:21, 16:2, 16:8, 16:18, 16:23, 17:10, 17:23, 21:18, 21:22, 22:1, 23:13, 23:17, 23:21, 24:15, 25:1, 25:6, 25:12, 25:15, 25:18, 33:10, 34:24, 35:4, 35:11, 35:18, 36:20, 36:23, 37:4, 37:13, 37:19, 38:3, 38:17, 44:19, 46:19, 47:1, 47:6, 47:10, 56:7, 64:7, 68:13, 71:4, 71:17, 72:3, 72:7  <b>Noble</b> [1] - 2:11  <b>nobody</b> [1] - 20:6  <b>noise</b> [8] - 12:21, 30:3, 61:12, 61:14, 66:20, 68:19, 68:22, 68:24  <b>none</b> [1] - 13:20  <b>nonetheless</b> [1] - 58:3</p>	<p><b>north</b> [10] - 7:13, 8:6, 39:3, 43:14, 46:5, 50:7, 50:11, 55:11, 70:7, 76:10  <b>northern</b> [2] - 43:17, 46:4  <b>Northern</b> [2] - 6:20, 8:7  <b>note</b> [16] - 19:4, 19:15, 46:5, 48:9, 50:2, 50:16, 51:23, 52:9, 52:14, 53:20, 57:22, 58:11, 58:23, 59:6, 72:15, 76:7  <b>nothing</b> [3] - 27:20, 41:11, 75:10  <b>notice</b> [1] - 75:18  <b>notification</b> [2] - 15:22, 16:10  <b>notified</b> [2] - 15:20, 17:22  <b>nowhere</b> [1] - 30:21  <b>number</b> [5] - 5:9, 5:11, 49:24, 59:22, 72:21  <b>numbers</b> [1] - 75:5  <b>nursery</b> [2] - 31:5, 31:6</p>	<p>26:19, 57:14  <b>operates</b> [2] - 45:10, 61:23  <b>operating</b> [1] - 72:21  <b>operation</b> [5] - 60:9, 60:19, 62:24, 63:4, 67:15  <b>operational</b> [1] - 72:24  <b>operations</b> [2] - 45:8, 61:8  <b>operator</b> [1] - 45:5  <b>opportunity</b> [2] - 24:8, 50:22  <b>opposite</b> [1] - 45:23  <b>opposition</b> [9] - 5:6, 13:14, 18:7, 18:11, 20:12, 26:23, 29:9, 39:24, 63:23  <b>oppositions</b> [1] - 18:13  <b>option</b> [1] - 33:3  <b>order</b> [5] - 5:1, 58:21, 60:9, 61:10, 65:19  <b>ordinance</b> [3] - 61:12, 68:19, 68:24  <b>Ordinance</b> [1] - 46:14  <b>ordinances</b> [2] - 54:9, 61:12  <b>oriented</b> [1] - 49:14  <b>original</b> [2] - 59:7, 80:2  <b>originally</b> [3] - 30:18, 39:3, 73:10  <b>OSHA</b> [1] - 29:23  <b>Oswego</b> [1] - 27:24  <b>otherwise</b> [1] - 55:13  <b>ourselves</b> [1] - 57:4  <b>outcome</b> [3] - 35:3, 35:4, 79:24  <b>outlined</b> [1] - 48:18  <b>outpost</b> [1] - 50:2  <b>outright</b> [1] - 22:10  <b>outs</b> [2] - 58:12, 58:13  <b>overall</b> [2] - 70:22, 73:3  <b>overstory</b> [1] - 56:5  <b>own</b> [4] - 8:23, 9:20, 37:22, 51:6  <b>owned</b> [1] - 18:23  <b>owners</b> [7] - 6:15, 7:8, 7:24, 14:1, 15:19, 16:10, 17:21  <b>ownership</b> [1] - 14:3  <b>owns</b> [1] - 45:10</p>	<p>71:6, 71:20  <b>PAGE</b> [1] - 3:3  <b>Pages</b> [1] - 79:11  <b>paid</b> [1] - 28:14  <b>panel</b> [4] - 58:15, 58:24, 60:15  <b>panels</b> [2] - 58:19, 65:10  <b>paper</b> [3] - 15:22, 15:23, 15:24  <b>parcel</b> [5] - 16:14, 43:15, 45:18, 45:20, 70:8  <b>parcels</b> [3] - 7:19, 39:6, 39:7  <b>park</b> [1] - 51:11  <b>parking</b> [13] - 50:24, 51:3, 51:6, 51:8, 51:12, 51:14, 51:22, 52:2, 52:3, 52:5, 52:7, 62:19, 64:23  <b>part</b> [11] - 12:10, 23:13, 24:16, 38:6, 43:13, 43:17, 46:7, 50:23, 57:16, 70:8, 76:8  <b>particular</b> [5] - 15:10, 17:20, 20:9, 20:13, 63:19  <b>parties</b> [2] - 27:6, 79:23  <b>party</b> [1] - 69:3  <b>past</b> [1] - 9:14  <b>patch</b> [1] - 63:14  <b>pay</b> [1] - 27:23  <b>paying</b> [1] - 10:22  <b>peak</b> [3] - 73:19, 73:22, 73:24  <b>penthouse</b> [4] - 60:11, 60:14, 69:23, 70:2  <b>people</b> [4] - 16:7, 28:4, 42:13, 43:11  <b>per</b> [2] - 51:16, 56:10  <b>percent</b> [5] - 24:19, 24:21, 27:18, 32:12, 74:5  <b>performance</b> [1] - 59:10  <b>perimeter</b> [10] - 23:23, 53:4, 53:15, 53:18, 54:13, 54:20, 55:6, 56:1, 59:8, 62:12  <b>period</b> [2] - 48:1, 76:16  <b>permit</b> [9] - 18:1, 48:6, 52:19, 60:23, 64:16, 65:8, 65:9, 69:2, 71:11  <b>permitted</b> [4] - 22:10, 46:16, 48:4, 50:3</p>	<p><b>person</b> [1] - 2:1  <b>personal</b> [1] - 79:15  <b>personally</b> [1] - 23:6  <b>persons</b> [2] - 4:11, 4:15  <b>petition</b> [7] - 5:9, 14:24, 15:1, 15:6, 15:11, 61:20, 77:2  <b>petitioner</b> [25] - 4:20, 5:3, 6:14, 6:22, 7:6, 7:15, 7:23, 8:11, 9:2, 14:19, 14:22, 16:18, 18:14, 18:19, 21:19, 24:15, 25:12, 40:4, 40:6, 44:8, 64:2, 69:3, 74:17, 76:20  <b>petitioners</b> [1] - 4:13  <b>phased</b> [1] - 48:16  <b>phonetic</b> [1] - 34:12  <b>piece</b> [5] - 9:16, 15:10, 19:14, 19:15, 70:7  <b>pipes</b> [1] - 66:19  <b>place</b> [5] - 12:14, 17:12, 43:23, 59:12, 79:19  <b>Plan</b> [9] - 26:5, 36:21, 36:23, 37:20, 38:19, 38:21, 39:2, 43:13  <b>plan</b> [50] - 4:19, 5:14, 8:4, 9:1, 9:7, 11:4, 17:8, 17:11, 17:13, 21:16, 22:13, 22:14, 23:3, 24:3, 24:5, 24:6, 24:11, 25:23, 27:7, 27:8, 27:11, 28:7, 29:4, 32:6, 33:1, 33:6, 34:16, 37:9, 37:18, 40:17, 43:22, 46:20, 49:1, 49:11, 49:17, 50:11, 51:13, 55:1, 55:2, 55:14, 62:9, 64:19, 64:21, 68:16, 68:17, 70:10, 73:10, 73:14, 73:15  <b>planned</b> [6] - 8:3, 17:1, 39:3, 48:13, 48:14, 50:3  <b>Planner</b> [1] - 2:13  <b>Planning</b> [3] - 4:5, 24:8, 25:2  <b>planning</b> [3] - 29:3, 38:10, 38:12  <b>PLANNING</b> [1] - 1:10  <b>Plano</b> [9] - 14:11, 35:10, 35:15, 36:1, 36:19, 38:2, 38:7, 38:10  <b>plans</b> [11] - 9:10, 9:18, 16:15, 17:7, 17:15,</p>
	<b>O</b>			
<p><b>o'clock</b> [5] - 13:3, 29:19, 29:21, 66:14, 66:22  <b>objected</b> [1] - 73:12  <b>obligation</b> [1] - 16:9  <b>obviously</b> [2] - 54:11, 73:17  <b>OF</b> [3] - 1:6, 79:1, 79:2  <b>office</b> [2] - 35:13, 74:5  <b>officially</b> [1] - 38:15  <b>old</b> [2] - 32:13, 34:14  <b>once</b> [8] - 21:9, 24:5, 28:6, 33:7, 35:6, 67:6, 67:9, 70:21  <b>one</b> [27] - 4:16, 5:9, 8:9, 9:15, 11:20, 11:21, 16:5, 18:12, 19:4, 19:7, 19:12, 28:1, 28:17, 32:3, 32:12, 39:10, 42:4, 43:5, 43:12, 44:1, 51:9, 55:4, 55:19, 57:1, 59:9, 62:16, 72:16  <b>ones</b> [2] - 71:11, 75:3  <b>online</b> [5] - 32:7, 36:15, 36:21, 36:24, 37:16  <b>open</b> [4] - 5:8, 26:14,</p>				
		<b>P</b>		
		<p><b>p.m</b> [2] - 1:22, 78:6  <b>packet</b> [4] - 16:3, 25:9,</p>		

## PZC - Public Hearings - June 12, 2024

<p>25:21, 37:21, 37:22, 44:22, 49:8, 71:10</p> <p><b>plants</b> [1] - 55:17</p> <p><b>plays</b> [1] - 12:10</p> <p><b>plenty</b> [1] - 27:13</p> <p><b>plus</b> [2] - 56:6, 56:10</p> <p><b>podium</b> [12] - 4:18, 8:17, 10:11, 11:18, 13:18, 20:17, 27:3, 29:13, 30:14, 34:10, 42:8, 44:12</p> <p><b>point</b> [13] - 17:16, 26:11, 47:15, 49:20, 52:10, 52:15, 52:22, 53:6, 53:24, 55:19, 59:19, 73:11, 73:16</p> <p><b>Pointe</b> [1] - 1:17</p> <p><b>pointer</b> [1] - 47:6</p> <p><b>pointing</b> [1] - 62:7</p> <p><b>points</b> [2] - 19:20, 73:11</p> <p><b>Pollution</b> [1] - 61:13</p> <p><b>ponds</b> [2] - 54:13, 55:6</p> <p><b>portion</b> [3] - 50:9, 78:1, 78:4</p> <p><b>possibility</b> [3] - 31:3, 31:16, 48:10</p> <p><b>possible</b> [1] - 72:16</p> <p><b>possibly</b> [2] - 58:2, 72:9</p> <p><b>post</b> [1] - 35:12</p> <p><b>postal</b> [1] - 35:12</p> <p><b>potentially</b> [3] - 26:2, 28:12, 71:7</p> <p><b>poured</b> [1] - 11:3</p> <p><b>power</b> [10] - 59:11, 59:12, 59:13, 67:14, 67:17, 74:21, 75:5, 75:7, 75:17</p> <p><b>practical</b> [1] - 54:15</p> <p><b>practice</b> [1] - 60:21</p> <p><b>practices</b> [1] - 68:22</p> <p><b>Prairie</b> [2] - 1:17, 46:7</p> <p><b>PRATHER</b> [19] - 3:8, 20:15, 20:18, 21:8, 21:12, 21:21, 21:24, 22:16, 22:23, 23:9, 23:16, 23:20, 24:13, 24:18, 25:4, 25:10, 25:14, 25:16, 74:20</p> <p><b>Prather</b> [1] - 20:18</p> <p><b>precast</b> [3] - 58:3, 58:5, 58:8</p> <p><b>preliminary</b> [7] - 5:14, 8:3, 43:21, 64:19, 64:20, 68:16, 68:17</p> <p><b>prescribes</b> [1] - 22:6</p> <p><b>present</b> [11] - 4:11, 5:3, 8:12, 10:7,</p>	<p>13:13, 18:6, 18:20, 20:12, 44:2, 44:9, 49:5</p> <p><b>PRESENT</b> [2] - 2:1, 2:10</p> <p><b>presentation</b> [1] - 44:17</p> <p><b>presented</b> [5] - 15:11, 15:13, 24:7, 25:8, 49:7</p> <p><b>presenting</b> [1] - 25:8</p> <p><b>presently</b> [1] - 17:6</p> <p><b>preserving</b> [1] - 54:3</p> <p><b>pretty</b> [1] - 67:8</p> <p><b>previous</b> [2] - 19:5, 79:6</p> <p><b>primary</b> [1] - 58:10</p> <p><b>printout</b> [1] - 55:16</p> <p><b>pro</b> [1] - 17:19</p> <p><b>problem</b> [2] - 27:8, 52:23</p> <p><b>problems</b> [1] - 66:6</p> <p><b>proceedings</b> [3] - 4:2, 78:3, 79:17</p> <p><b>process</b> [5] - 19:22, 22:12, 64:17, 64:18, 69:2</p> <p><b>product</b> [2] - 52:3, 52:4</p> <p><b>profit</b> [1] - 27:10</p> <p><b>progress</b> [1] - 10:17</p> <p><b>progressive</b> [2] - 32:6</p> <p><b>project</b> [10] - 21:2, 21:10, 37:8, 48:15, 48:24, 49:2, 49:6, 54:1, 71:4</p> <p><b>projects</b> [2] - 10:20, 37:9</p> <p><b>promise</b> [1] - 67:8</p> <p><b>properties</b> [6] - 9:3, 9:5, 12:8, 26:15, 38:21, 69:18</p> <p><b>property</b> [62] - 6:19, 7:2, 7:11, 8:5, 12:18, 14:1, 14:9, 14:11, 14:17, 14:23, 15:10, 16:10, 17:12, 17:17, 17:21, 19:23, 21:20, 22:17, 24:14, 25:15, 25:19, 26:11, 26:20, 32:14, 34:18, 35:10, 35:19, 36:3, 36:6, 37:18, 37:22, 38:1, 38:2, 38:4, 38:8, 39:11, 39:21, 40:6, 43:14, 45:15, 45:22, 46:1, 46:8, 46:10, 46:14, 46:17, 47:4, 47:21, 47:23, 47:24, 48:5, 48:17, 49:3,</p>	<p>53:21, 54:2, 55:7, 62:22, 68:23, 70:7, 70:18, 74:8, 75:19</p> <p><b>proposal</b> [4] - 21:10, 21:16, 36:17, 46:9</p> <p><b>propose</b> [1] - 14:16</p> <p><b>proposed</b> [8] - 4:8, 37:10, 39:20, 40:17, 46:14, 51:13, 53:3, 55:22</p> <p><b>proposing</b> [2] - 22:3, 53:12</p> <p><b>prototype</b> [1] - 57:21</p> <p><b>proverbial</b> [1] - 34:14</p> <p><b>provide</b> [3] - 37:16, 54:19, 65:15</p> <p><b>provided</b> [3] - 50:18, 68:20, 71:19</p> <p><b>provides</b> [1] - 54:20</p> <p><b>providing</b> [4] - 50:14, 55:3, 55:5, 55:11</p> <p><b>prudent</b> [1] - 36:11</p> <p><b>PUBLIC</b> [1] - 1:11</p> <p><b>public</b> [32] - 4:2, 4:5, 4:8, 4:20, 4:21, 5:2, 5:4, 5:9, 6:12, 15:2, 15:7, 15:14, 15:17, 15:22, 22:4, 22:11, 24:6, 32:7, 34:24, 35:5, 38:23, 50:17, 57:13, 62:15, 64:9, 77:2, 77:4, 78:1, 78:4, 79:10, 79:18</p> <p><b>publicly</b> [1] - 47:18</p> <p><b>published</b> [1] - 16:9</p> <p><b>PUD</b> [3] - 5:14, 8:4, 9:1</p> <p><b>pull</b> [1] - 74:21</p> <p><b>pulled</b> [1] - 75:17</p> <p><b>purchase</b> [2] - 26:11, 69:17</p> <p><b>purchaser</b> [5] - 6:15, 7:7, 36:5, 39:20, 45:17</p> <p><b>purchasing</b> [3] - 26:15, 26:20, 36:6</p> <p><b>purple</b> [2] - 47:21</p> <p><b>purpose</b> [1] - 4:6</p> <p><b>purposes</b> [1] - 35:15</p> <p><b>purview</b> [1] - 25:1</p> <p><b>push</b> [2] - 28:2, 54:17</p> <p><b>push-back</b> [1] - 28:2</p> <p><b>put</b> [4] - 12:17, 30:9, 41:5, 43:20</p> <p><b>putting</b> [1] - 23:2</p> <p><b>PZC</b> [14] - 5:9, 5:11, 5:13, 6:13, 7:4, 7:5, 7:20, 7:22, 8:9, 8:11, 20:3, 21:17, 40:9, 44:8</p>	<p style="text-align: center;"><b>Q</b></p> <p><b>questions</b> [21] - 4:13, 9:24, 10:3, 18:10, 18:12, 18:14, 18:16, 33:22, 40:4, 40:5, 41:20, 41:24, 42:21, 62:3, 63:9, 63:15, 64:2, 69:6, 74:17, 76:19</p> <p><b>quick</b> [3] - 57:20, 69:7, 69:11</p> <p><b>quite</b> [1] - 43:15</p>	<p style="text-align: center;"><b>R</b></p> <p><b>R-1</b> [2] - 6:23, 7:16</p> <p><b>railroad</b> [3] - 6:21, 8:7, 43:17</p> <p><b>raise</b> [1] - 4:21</p> <p><b>ran</b> [1] - 73:9</p> <p><b>ranking</b> [2] - 28:22, 28:23</p> <p><b>rate</b> [4] - 12:11, 24:19, 27:18, 32:12</p> <p><b>rates</b> [1] - 26:13</p> <p><b>rather</b> [3] - 28:4, 36:6, 61:23</p> <p><b>ratio</b> [1] - 51:22</p> <p><b>read</b> [2] - 38:13, 55:15</p> <p><b>reading</b> [1] - 43:1</p> <p><b>ready</b> [3] - 8:12, 18:20, 44:9</p> <p><b>Ready</b> [1] - 10:19</p> <p><b>Reagan</b> [1] - 2:4</p> <p><b>real</b> [4] - 6:19, 7:11, 8:5, 57:17</p> <p><b>Real</b> [1] - 13:24</p> <p><b>realistic</b> [1] - 24:22</p> <p><b>realize</b> [1] - 20:21</p> <p><b>really</b> [7] - 12:9, 12:13, 12:23, 12:24, 20:22, 38:15, 52:14</p> <p><b>realm</b> [1] - 57:13</p> <p><b>reason</b> [3] - 29:5, 60:2, 60:17</p> <p><b>reasons</b> [1] - 13:7</p> <p><b>rebuttal</b> [1] - 27:7</p> <p><b>recapture</b> [1] - 76:16</p> <p><b>received</b> [1] - 42:20</p> <p><b>receiving</b> [1] - 5:1</p> <p><b>recognize</b> [1] - 60:18</p> <p><b>recommend</b> [1] - 71:20</p> <p><b>recommendation</b> [1] - 35:7</p> <p><b>recommendations</b> [1] - 71:6</p>	<p><b>record</b> [2] - 64:9, 79:16</p> <p><b>recreate</b> [1] - 66:11</p> <p><b>red</b> [1] - 49:17</p> <p><b>reduce</b> [3] - 52:2, 63:1, 65:20</p> <p><b>reduced</b> [1] - 79:13</p> <p><b>reference</b> [1] - 22:14</p> <p><b>regarding</b> [5] - 4:8, 4:13, 12:21, 17:12, 77:2</p> <p><b>regards</b> [1] - 37:6</p> <p><b>regular</b> [3] - 52:17, 52:20, 67:15</p> <p><b>regulations</b> [1] - 19:19</p> <p><b>Reisenbeck</b> [1] - 34:12</p> <p><b>REISENBECK</b> [14] - 3:12, 34:8, 34:11, 35:2, 35:9, 35:17, 35:20, 36:22, 37:2, 37:11, 37:17, 37:24, 38:13, 39:9</p> <p><b>rejection</b> [1] - 50:10</p> <p><b>related</b> [1] - 61:14</p> <p><b>relates</b> [1] - 70:22</p> <p><b>relative</b> [2] - 79:20, 79:21</p> <p><b>relay</b> [1] - 60:17</p> <p><b>relief</b> [3] - 61:24, 62:5, 62:10</p> <p><b>remain</b> [1] - 17:14</p> <p><b>repeat</b> [2] - 4:22, 20:5</p> <p><b>repeated</b> [1] - 57:11</p> <p><b>replace</b> [1] - 26:13</p> <p><b>report</b> [4] - 48:19, 61:19, 65:15, 68:20</p> <p><b>reported</b> [1] - 79:11</p> <p><b>Reporter</b> [1] - 79:4</p> <p><b>represent</b> [2] - 4:17, 14:1</p> <p><b>representative</b> [3] - 10:13, 13:24, 47:22</p> <p><b>reproduced</b> [1] - 80:5</p> <p><b>request</b> [14] - 4:14, 5:3, 5:5, 5:6, 10:8, 11:9, 13:14, 17:23, 18:7, 20:9, 20:13, 46:12, 52:2, 63:20</p> <p><b>requesting</b> [9] - 5:10, 5:12, 5:13, 6:17, 6:22, 7:10, 7:15, 8:2, 61:24</p> <p><b>requests</b> [5] - 4:9, 4:12, 16:11, 62:4, 63:8</p> <p><b>require</b> [1] - 22:8</p> <p><b>required</b> [2] - 55:12, 71:5</p> <p><b>requirement</b> [3] -</p>
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## PZC - Public Hearings - June 12, 2024

<p>51:16, 54:12, 70:4  <b>requirements</b> [3] -  51:15, 61:14, 63:2  <b>requires</b> [2] - 17:24,  24:6  <b>requiring</b> [1] - 52:6  <b>residential</b> [7] - 12:7,  12:19, 23:18, 27:12,  27:16, 29:16, 61:15  <b>Residential</b> [2] - 6:23,  7:17  <b>residents</b> [5] - 27:22,  28:13, 29:6, 55:8  <b>resolve</b> [1] - 36:13  <b>respect</b> [2] - 54:9,  62:10  <b>respond</b> [1] - 25:13  <b>response</b> [14] - 5:21,  10:4, 11:10, 13:11,  18:8, 18:17, 20:10,  40:1, 40:7, 44:5,  63:21, 63:24, 76:21,  77:20  <b>responsibility</b> [1] -  80:5  <b>responsible</b> [1] - 76:4  <b>result</b> [2] - 61:7, 74:13  <b>revenue</b> [2] - 20:23,  74:9  <b>reverse</b> [1] - 61:9  <b>review</b> [1] - 22:4  <b>reviewed</b> [1] - 71:10  <b>revise</b> [1] - 38:20  <b>revised</b> [2] - 39:1,  73:14  <b>rezone</b> [4] - 21:20,  22:3, 33:8, 35:8  <b>rezoned</b> [2] - 9:6,  11:21  <b>rezoning</b> [12] - 5:10,  5:12, 6:17, 6:22,  7:10, 7:16, 9:3,  16:11, 19:22, 30:5,  46:12, 54:24  <b>RF</b> [1] - 75:14  <b>Rich</b> [1] - 2:3  <b>right-of-way</b> [2] -  46:3, 55:21  <b>road</b> [11] - 11:3, 16:14,  17:12, 26:3, 33:15,  50:13, 51:2, 53:9,  53:10, 71:5, 71:6  <b>Road</b> [18] - 6:21, 7:13,  7:14, 8:6, 8:8, 10:18,  14:2, 19:18, 34:13,  36:18, 45:24, 46:2,  53:23, 57:8, 57:10,  57:11  <b>roads</b> [2] - 50:22,  74:15</p>	<p><b>Roads</b> [1] - 57:5  <b>roadways</b> [1] - 47:13  <b>Rob</b> [1] - 14:3  <b>ROGER</b> [2] - 3:7,  13:16  <b>Roger</b> [1] - 13:22  <b>roll</b> [2] - 5:19, 77:7  <b>roof</b> [3] - 60:12, 61:4,  69:23  <b>rooftop</b> [1] - 60:6  <b>room</b> [2] - 52:1, 54:5  <b>Rosanova</b> [1] - 44:14  <b>rough</b> [1] - 59:22  <b>row</b> [1] - 55:22  <b>Roy</b> [1] - 14:3  <b>rules</b> [4] - 12:16,  12:20, 12:21, 19:19  <b>run</b> [2] - 19:17, 70:14  <b>running</b> [5] - 67:5,  67:11, 67:12, 67:13,  67:18  <b>Russ</b> [1] - 44:13  <b>RUSS</b> [2] - 3:14, 44:10  <b>Rusty</b> [1] - 2:6  <b>Ryan</b> [1] - 2:7</p>	<p><b>sections</b> [3] - 58:8,  58:15  <b>secured</b> [6] - 50:8,  50:21, 53:3, 53:15,  57:3, 62:16  <b>security</b> [3] - 50:2,  52:18, 53:18  <b>see</b> [19] - 22:21, 23:5,  23:6, 28:7, 28:23,  32:2, 47:7, 50:24,  51:3, 53:5, 53:7,  53:22, 54:12, 55:17,  56:12, 57:13, 58:14,  58:19, 73:14  <b>seeds</b> [1] - 31:8  <b>seeing</b> [2] - 47:20,  59:20  <b>seeking</b> [1] - 22:9  <b>seem</b> [1] - 62:8  <b>segments</b> [1] - 58:24  <b>sell</b> [1] - 32:18  <b>semis</b> [1] - 17:9  <b>sense</b> [3] - 31:24,  52:5, 54:16  <b>separation</b> [1] - 55:12  <b>seriously</b> [1] - 41:19  <b>serves</b> [1] - 60:15  <b>service</b> [4] - 16:13,  16:14, 49:16, 53:1  <b>set</b> [7] - 19:6, 19:8,  29:4, 46:1, 55:21,  64:16, 80:7  <b>setback</b> [3] - 53:10,  54:21, 55:5  <b>setbacks</b> [2] - 54:5,  57:10  <b>seven</b> [1] - 27:19  <b>sewer</b> [7] - 16:21,  16:23, 17:1, 64:21,  65:2, 76:11  <b>shared</b> [1] - 51:7  <b>SHAUN</b> [2] - 3:5, 10:9  <b>Shaun</b> [1] - 10:13  <b>Shore</b> [2] - 42:10, 43:9  <b>shorthand</b> [1] - 79:13  <b>Shorthand</b> [1] - 79:4  <b>shot</b> [1] - 41:6  <b>show</b> [1] - 37:16  <b>showed</b> [1] - 14:4  <b>showing</b> [5] - 47:16,  56:3, 56:15, 60:13,  62:19  <b>shown</b> [1] - 50:10  <b>shrubs</b> [3] - 23:22,  56:8, 56:10  <b>side</b> [8] - 13:23, 19:1,  33:24, 38:4, 38:9,  38:11, 45:23, 58:24  <b>sign</b> [1] - 4:18  <b>signed</b> [1] - 80:3</p>	<p><b>signs</b> [1] - 59:2  <b>similar</b> [6] - 32:14,  33:22, 53:17, 66:8,  69:19  <b>simply</b> [2] - 50:22,  52:7  <b>simultaneously</b> [1] -  79:13  <b>Single</b> [2] - 6:23, 7:16  <b>single</b> [2] - 49:20,  74:12  <b>site</b> [28] - 9:17, 9:18,  9:21, 16:24, 18:24,  19:16, 19:20, 22:13,  22:14, 23:7, 24:3,  25:23, 49:1, 50:4,  50:7, 50:21, 51:23,  52:16, 52:17, 62:13,  62:14, 62:18, 70:14,  71:21, 74:12, 76:2,  76:5  <b>sites</b> [2] - 8:24, 11:21  <b>sitting</b> [1] - 31:9  <b>situation</b> [2] - 44:24,  69:20  <b>size</b> [3] - 32:14, 32:15,  74:6  <b>slab</b> [2] - 60:1, 60:2  <b>slated</b> [2] - 51:3, 70:9  <b>slide</b> [1] - 62:8  <b>slightly</b> [1] - 51:21  <b>smack</b> [1] - 47:4  <b>small</b> [1] - 12:7  <b>smaller</b> [1] - 71:1  <b>solid</b> [1] - 55:22  <b>solutions</b> [1] - 45:7  <b>sometimes</b> [1] - 46:23  <b>somewhere</b> [1] -  28:16  <b>Sorry</b> [2] - 10:3, 20:14  <b>sorry</b> [4] - 11:15, 15:4,  26:18, 40:9  <b>sort</b> [10] - 47:4, 51:1,  51:6, 51:19, 53:5,  54:13, 54:16, 58:9,  67:14, 69:19  <b>sound</b> [11] - 60:21,  61:7, 61:9, 66:4,  66:8, 66:12, 67:10,  68:5, 68:6, 68:7,  68:15  <b>sounds</b> [1] - 34:14  <b>south</b> [9] - 6:20,  13:23, 43:16, 52:12,  70:16, 72:1, 76:11,  76:12  <b>southeast</b> [1] - 6:21  <b>southern</b> [1] - 46:1  <b>southwest</b> [1] - 28:17  <b>space</b> [4] - 50:14,</p>	<p>51:16, 54:1, 57:14  <b>spaces</b> [1] - 64:23  <b>spacing</b> [1] - 28:6  <b>span</b> [1] - 49:5  <b>speaking</b> [3] - 26:22,  59:22, 67:3  <b>specced</b> [2] - 60:1,  60:2  <b>special</b> [1] - 8:2  <b>specialize</b> [1] - 45:6  <b>specializes</b> [1] - 51:19  <b>specific</b> [4] - 62:4,  63:9, 71:15, 71:17  <b>specifically</b> [2] -  19:16, 51:19  <b>specifications</b> [2] -  61:5, 65:10  <b>specified</b> [1] - 79:19  <b>specify</b> [1] - 71:13  <b>speculate</b> [1] - 70:17  <b>spend</b> [1] - 31:9  <b>spine</b> [2] - 51:2  <b>spread</b> [1] - 52:1  <b>square</b> [3] - 51:17,  73:2, 73:21  <b>SS</b> [1] - 79:1  <b>staff</b> [1] - 22:4  <b>Staff</b> [6] - 9:24, 25:7,  48:18, 56:17, 63:7,  71:6  <b>stage</b> [2] - 50:4, 53:17  <b>stand</b> [1] - 4:21  <b>standards</b> [7] - 22:2,  22:5, 23:14, 24:4,  48:15, 48:23, 68:24  <b>start</b> [7] - 12:20,  29:20, 31:5, 32:15,  39:20, 57:6, 67:2  <b>started</b> [1] - 41:10  <b>STATE</b> [1] - 79:1  <b>state</b> [3] - 4:16, 39:14,  45:7  <b>State</b> [1] - 79:4  <b>state-of-the-art</b> [1] -  45:7  <b>statement</b> [1] - 40:11  <b>states</b> [1] - 14:13  <b>States</b> [1] - 45:11  <b>station</b> [1] - 53:14  <b>stay</b> [2] - 27:23, 30:6  <b>stenographically</b> [1] -  79:12  <b>step</b> [4] - 10:8, 19:22,  65:7, 65:8  <b>steps</b> [1] - 9:16  <b>still</b> [7] - 13:3, 18:21,  29:19, 29:22, 56:16,  56:21, 70:3  <b>stood</b> [1] - 33:21</p>
<b>S</b>				
<p><b>sanitary</b> [1] - 76:11  <b>Santa</b> [2] - 6:20, 8:7  <b>Sara</b> [1] - 2:13  <b>saw</b> [1] - 22:20  <b>scale</b> [2] - 51:1, 55:15  <b>schedule</b> [2] - 55:17,  56:10  <b>scheduled</b> [4] - 4:5,  54:12, 68:5, 73:18  <b>scheduling</b> [1] - 55:6  <b>scheme</b> [1] - 74:2  <b>school</b> [2] - 28:19,  28:22  <b>schools</b> [1] - 30:19  <b>scientific</b> [1] - 61:6  <b>screen</b> [9] - 47:5,  58:13, 59:21, 59:23,  59:24, 60:1, 60:2,  65:19, 70:1  <b>screened</b> [1] - 60:14  <b>screening</b> [2] - 60:15,  68:22  <b>scroll</b> [1] - 46:19  <b>search</b> [1] - 42:18  <b>searching</b> [1] - 42:19  <b>seated</b> [1] - 10:6  <b>second</b> [4] - 5:17,  14:10, 30:16, 77:6  <b>secondary</b> [3] - 52:9,  52:15, 52:24  <b>section</b> [1] - 71:19</p>				

PZC - Public Hearings - June 12, 2024

<p><b>stop</b> [2] - 9:23, 24:24  <b>stoplight</b> [1] - 72:14  <b>storage</b> [1] - 9:12  <b>stormwater</b> [5] - 54:11, 54:13, 54:19, 55:6, 55:9  <b>story</b> [5] - 49:10, 58:5, 60:12, 61:22, 69:12  <b>straight</b> [1] - 66:19  <b>strand</b> [1] - 31:12  <b>strategically</b> [1] - 49:23  <b>street</b> [3] - 13:2, 28:10, 33:24  <b>study</b> [3] - 65:17, 66:8, 73:7  <b>stuff</b> [10] - 11:24, 26:13, 30:4, 30:7, 61:18, 65:23, 66:9, 67:22, 68:3  <b>subject</b> [6] - 8:24, 19:18, 45:15, 45:16, 46:9, 76:15  <b>submit</b> [3] - 48:6, 60:23, 64:20  <b>submitted</b> [5] - 15:2, 15:7, 17:15, 48:12, 73:6  <b>submitting</b> [1] - 64:18  <b>substation</b> [12] - 46:3, 46:6, 46:16, 48:3, 49:14, 49:17, 75:17, 75:19, 76:1, 76:2, 76:5  <b>substations</b> [2] - 19:7, 19:8  <b>Suburban</b> [2] - 6:23, 7:16  <b>suggest</b> [2] - 36:7, 39:20  <b>suggested</b> [1] - 63:5  <b>suggestion</b> [1] - 39:17  <b>summing</b> [1] - 43:10  <b>supplied</b> [2] - 3:9, 27:1  <b>supply</b> [3] - 51:6, 51:12, 70:12  <b>supported</b> [1] - 63:8  <b>supposed</b> [1] - 30:4  <b>surface</b> [1] - 52:6  <b>surrounded</b> [3] - 20:20, 22:21, 30:17  <b>surrounding</b> [5] - 47:13, 54:22, 65:21, 69:18, 74:15  <b>sworn</b> [13] - 4:23, 8:16, 10:10, 11:17, 13:17, 20:16, 27:2, 29:12, 30:13, 34:9, 42:7, 44:11, 79:8</p>	<p><b>system</b> [4] - 47:19, 50:5, 53:18, 60:15  <b>systems</b> [3] - 58:20, 59:12, 61:4</p> <p style="text-align: center;"><b>T</b></p> <p><b>Taker</b> [1] - 2:14  <b>tap</b> [1] - 33:3  <b>tax</b> [6] - 10:21, 12:11, 20:23, 74:8, 74:9  <b>taxes</b> [2] - 27:23, 28:14  <b>taxpayer</b> [2] - 10:21, 74:12  <b>teach</b> [1] - 30:21  <b>technologically</b> [1] - 37:12  <b>ten</b> [4] - 28:23, 48:24, 56:10, 74:5  <b>tens</b> [1] - 48:21  <b>tenths</b> [1] - 51:16  <b>term</b> [2] - 39:15, 48:16  <b>terms</b> [6] - 16:13, 19:2, 42:12, 64:16, 74:8, 75:9  <b>test</b> [3] - 67:6, 67:7, 67:9  <b>testified</b> [11] - 8:16, 10:10, 11:17, 13:17, 20:16, 27:2, 29:12, 30:13, 34:9, 42:7, 44:11  <b>testify</b> [2] - 4:15, 79:8  <b>testimony</b> [7] - 4:7, 4:11, 5:1, 77:2, 77:4, 79:7, 79:16  <b>testing</b> [2] - 67:5, 67:12  <b>thereby</b> [1] - 49:24  <b>thereof</b> [1] - 80:3  <b>they've</b> [1] - 66:18  <b>thick</b> [2] - 11:3, 16:6  <b>thing's</b> [1] - 35:24  <b>thinking</b> [1] - 43:11  <b>thinks</b> [1] - 76:23  <b>third</b> [2] - 9:1, 69:2  <b>THOMAS</b> [3] - 3:5, 10:9, 10:12  <b>Thomas</b> [1] - 10:13  <b>thorough</b> [1] - 61:19  <b>thoughts</b> [1] - 39:10  <b>thousand</b> [1] - 51:17  <b>three</b> [9] - 4:4, 5:13, 7:19, 31:17, 33:12, 51:16, 66:1, 73:10  <b>three-tenths</b> [1] - 51:16  <b>timeline</b> [1] - 14:20</p>	<p><b>today</b> [4] - 49:7, 64:18, 73:8, 73:14  <b>together</b> [4] - 56:24, 62:2, 63:15, 65:11  <b>tomorrow</b> [1] - 29:24  <b>tonight</b> [10] - 4:10, 4:19, 5:1, 6:12, 20:5, 22:22, 25:3, 41:15, 44:23, 46:9  <b>tonight's</b> [3] - 4:5, 4:20, 78:1  <b>top</b> [3] - 13:1, 70:1  <b>total</b> [5] - 34:18, 39:12, 49:24, 73:2, 74:1  <b>towards</b> [2] - 16:16, 70:24  <b>towers</b> [2] - 75:13  <b>town</b> [2] - 31:19  <b>Township</b> [1] - 11:23  <b>township</b> [1] - 12:4  <b>tracks</b> [2] - 43:17, 46:1  <b>traffic</b> [17] - 17:9, 33:14, 33:20, 50:1, 50:12, 71:3, 71:22, 71:24, 72:5, 72:8, 72:16, 73:3, 73:6, 73:7, 73:16, 73:19, 74:14  <b>train</b> [1] - 45:24  <b>transcript</b> [2] - 79:11, 80:3  <b>transcription</b> [1] - 79:14  <b>travel</b> [1] - 61:7  <b>treatment</b> [4] - 56:3, 56:4, 56:16, 56:19  <b>treatments</b> [1] - 56:2  <b>tree</b> [1] - 62:21  <b>trees</b> [8] - 23:11, 23:19, 23:21, 23:22, 56:5, 56:6, 56:10, 62:19  <b>trenching</b> [1] - 30:1  <b>tried</b> [1] - 49:19  <b>trip</b> [1] - 74:6  <b>trips</b> [3] - 73:23, 74:1, 74:2  <b>truck</b> [2] - 50:12, 71:22  <b>trucks</b> [2] - 33:17, 66:15  <b>true</b> [2] - 23:10, 79:16  <b>Trust</b> [5] - 5:12, 7:6, 7:7, 18:20, 20:4  <b>truth</b> [1] - 79:8  <b>try</b> [3] - 32:18, 41:22, 53:6  <b>trying</b> [7] - 31:22, 36:13, 44:20, 51:24,</p>	<p>57:5, 62:11, 66:11  <b>tunnel</b> [1] - 68:2  <b>turn</b> [1] - 30:11  <b>Turn</b> [1] - 8:18  <b>turning</b> [1] - 16:16  <b>twins</b> [1] - 32:13  <b>two</b> [28] - 5:11, 9:2, 9:14, 19:1, 20:20, 22:20, 24:19, 24:21, 24:23, 27:18, 28:1, 32:13, 33:12, 33:15, 40:5, 48:23, 49:10, 50:4, 53:17, 58:5, 60:12, 60:17, 69:12, 72:2, 73:1, 73:10, 73:21  <b>two-lane</b> [1] - 33:15  <b>two-stage</b> [2] - 50:4, 53:17  <b>two-story</b> [4] - 49:10, 58:5, 60:12, 69:12  <b>Type</b> [6] - 56:3, 56:4, 56:15, 56:20, 57:8  <b>type</b> [4] - 26:8, 42:23, 51:20, 57:14  <b>types</b> [2] - 56:1, 58:19  <b>typewriting</b> [1] - 79:14</p> <p style="text-align: center;"><b>U</b></p> <p><b>ultimate</b> [1] - 48:19  <b>ultimately</b> [4] - 12:10, 12:11, 50:20, 56:18  <b>unanswered</b> [1] - 42:21  <b>uncertainty</b> [1] - 55:1  <b>under</b> [13] - 17:17, 18:2, 40:18, 41:4, 46:13, 46:18, 54:7, 55:13, 56:2, 70:4, 79:15, 80:4, 80:6  <b>understood</b> [2] - 33:18, 67:20  <b>understory</b> [2] - 23:21, 56:5  <b>Unified</b> [1] - 46:13  <b>unique</b> [2] - 59:9, 62:22  <b>unit</b> [3] - 8:3, 48:13, 48:14  <b>United</b> [6] - 6:16, 7:8, 8:1, 38:7, 45:11, 74:13  <b>UNITED</b> [1] - 1:6  <b>unless</b> [2] - 9:23, 10:2  <b>unsure</b> [1] - 21:14  <b>up</b> [26] - 6:12, 12:5, 13:15, 19:21, 20:13, 24:12, 26:24, 28:22,</p>	<p>29:18, 31:4, 41:21, 41:24, 43:10, 44:18, 45:1, 56:19, 57:6, 57:20, 58:12, 62:7, 64:3, 66:23, 67:2, 67:22, 72:24, 73:17  <b>upfront</b> [2] - 9:9, 32:3  <b>upgrades</b> [1] - 76:14  <b>uphill</b> [1] - 54:17  <b>USDA</b> [3] - 31:6, 31:7, 31:21  <b>user</b> [2] - 22:13, 25:22  <b>users</b> [2] - 19:12, 50:19  <b>uses</b> [7] - 22:6, 37:21, 38:22, 46:16, 48:4, 61:15, 74:3  <b>utilities</b> [4] - 9:7, 16:13, 16:20, 33:2  <b>utility</b> [2] - 76:7, 76:14</p> <p style="text-align: center;"><b>V</b></p> <p><b>vague</b> [1] - 71:14  <b>valid</b> [1] - 25:20  <b>valuation</b> [1] - 12:3  <b>value</b> [6] - 12:6, 12:10, 22:17, 24:14, 25:19, 74:8  <b>values</b> [2] - 25:15, 26:12  <b>variety</b> [1] - 58:19  <b>various</b> [3] - 26:15, 50:19, 53:11  <b>vast</b> [1] - 62:18  <b>vehicles</b> [1] - 53:1  <b>vehicular</b> [1] - 50:12  <b>venture</b> [1] - 74:11  <b>versus</b> [1] - 75:18  <b>via</b> [6] - 2:1, 17:7, 17:8, 50:8, 52:17, 79:14  <b>Vinyard</b> [5] - 2:3, 5:20, 5:22, 77:19, 77:21  <b>vision</b> [1] - 49:6  <b>visitor</b> [1] - 72:20  <b>visitors</b> [1] - 50:3  <b>VITOSH</b> [2] - 79:3, 80:13  <b>voltage</b> [5] - 75:21, 75:22, 75:23, 75:24  <b>vote</b> [3] - 5:19, 25:7, 77:8  <b>voting</b> [1] - 24:11</p> <p style="text-align: center;"><b>W</b></p> <p><b>wait</b> [2] - 36:6, 43:22</p>
---	--	--	--	---

PZC - Public Hearings - June 12, 2024

<p><b>wall</b> [8] - 59:21, 59:23, 59:24, 60:1, 60:3, 68:5, 68:6  <b>wants</b> [2] - 39:15, 54:16  <b>Warner</b> [1] - 13:24  <b>water</b> [4] - 16:15, 54:17, 54:18, 76:10  <b>website</b> [3] - 37:1, 37:7, 47:19  <b>Wednesday</b> [1] - 1:21  <b>weekday</b> [3] - 73:22, 73:24  <b>welcome</b> [1] - 25:17  <b>west</b> [3] - 7:13, 8:8, 38:9  <b>West</b> [1] - 7:13  <b>wetlands</b> [7] - 53:20, 53:21, 53:23, 54:4, 54:6, 54:7, 54:10  <b>wheelers</b> [1] - 30:22  <b>WHEREOF</b> [1] - 80:7  <b>WHEREUPON</b> [1] - 4:1  <b>Whitaker</b> [2] - 44:14  <b>WHITAKER</b> [23] - 3:14, 44:10, 44:13, 44:21, 46:21, 47:3, 47:9, 47:11, 56:8, 64:15, 65:5, 65:24, 67:3, 67:20, 68:4, 68:10, 69:14, 69:22, 70:17, 72:12, 75:4, 75:20, 75:24  <b>whole</b> [2] - 26:17, 79:8  <b>widening</b> [1] - 71:15  <b>Williams</b> [3] - 2:2, 5:24, 77:9  <b>WILLIAMS</b> [58] - 4:4, 4:24, 5:18, 6:1, 6:11, 8:14, 10:1, 10:5, 11:7, 11:11, 11:14, 13:8, 13:12, 13:21, 14:18, 18:5, 18:9, 18:18, 20:2, 20:11, 21:5, 21:9, 21:14, 22:19, 22:24, 26:21, 29:7, 29:10, 30:10, 32:9, 34:5, 39:22, 40:2, 40:8, 40:12, 41:13, 42:3, 42:5, 43:3, 43:6, 43:24, 44:6, 63:17, 63:22, 64:1, 64:6, 64:8, 69:5, 69:9, 70:20, 74:16, 75:16, 76:18, 76:22, 77:7, 77:10, 77:22, 77:24  <b>willing</b> [1] - 26:10  <b>win</b> [1] - 11:5</p>	<p><b>win/win</b> [1] - 10:24  <b>wind</b> [2] - 12:5, 68:2  <b>wish</b> [2] - 4:12, 18:14  <b>wishes</b> [16] - 10:2, 10:7, 11:8, 13:9, 13:13, 18:6, 20:8, 20:12, 26:23, 29:8, 34:6, 39:23, 40:3, 44:1, 63:19, 63:23  <b>wishing</b> [3] - 4:15, 5:4, 5:5  <b>WITNESS</b> [2] - 3:3, 80:7  <b>witnesses</b> [2] - 4:23, 79:7  <b>wondering</b> [4] - 42:11, 64:10, 65:22, 66:20  <b>words</b> [3] - 40:20, 41:5, 46:17  <b>Workers</b> [1] - 10:15  <b>world</b> [1] - 45:12  <b>world's</b> [1] - 45:9  <b>worried</b> [1] - 41:15  <b>worry</b> [1] - 30:22  <b>wrap</b> [2] - 57:20, 65:19  <b>wrapped</b> [1] - 69:24  <b>wrapping</b> [2] - 19:21, 59:1  <b>wraps</b> [2] - 53:8, 68:23</p>	<p>6:6, 6:8, 6:10, 77:9, 77:11, 77:13, 77:15, 77:17, 77:19, 77:21, 77:23  <b>Young</b> [1] - 2:14</p>
<b>Z</b>		
<p><b>zoned</b> [3] - 29:16, 45:19, 46:11  <b>Zoning</b> [3] - 4:6, 24:8, 25:2  <b>ZONING</b> [1] - 1:10  <b>zoning</b> [15] - 18:2, 24:4, 24:11, 24:14, 26:19, 27:14, 40:18, 43:19, 45:20, 46:18, 47:17, 47:22, 47:23, 47:24, 48:5  <b>Zoom</b> [1] - 2:1</p>		
<b>Y</b>		
<p><b>yard</b> [2] - 59:16, 59:18  <b>year</b> [2] - 19:24, 27:21  <b>years</b> [10] - 9:14, 19:1, 19:11, 27:5, 33:12, 34:2, 45:21, 48:21, 48:24, 70:11  <b>yelling</b> [1] - 30:23  <b>YMCA</b> [1] - 72:1  <b>YORKVILLE</b> [2] - 1:6, 1:7  <b>Yorkville</b> [36] - 1:18, 5:13, 6:16, 7:9, 7:23, 8:1, 9:5, 9:6, 12:24, 13:23, 14:14, 15:12, 16:7, 27:5, 27:22, 35:16, 35:19, 36:1, 36:17, 37:7, 38:6, 38:7, 38:9, 38:12, 38:14, 38:20, 39:3, 39:8, 39:15, 44:8, 45:19, 48:7, 54:8, 74:13  <b>yorkville.il.us</b> [1] - 37:4  <b>young</b> [1] - 28:20  <b>YOUNG</b> [16] - 5:20, 5:22, 5:24, 6:2, 6:4,</p>		

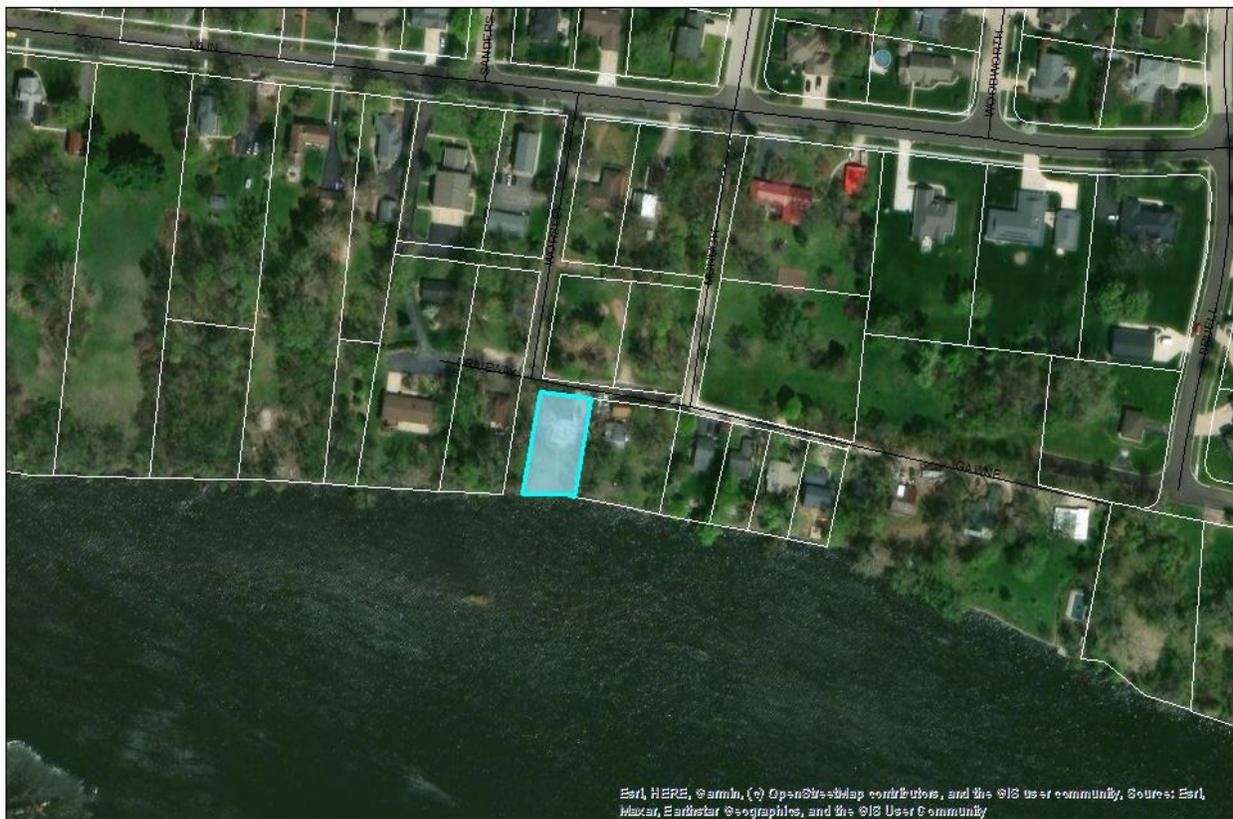


# Memorandum

To: Planning and Zoning Commission  
From: Sara Mendez, Planner I  
CC: Bart Olson, City Administrator  
Krysti Barksdale-Noble, Community Development Director  
Date: June 25, 2024  
Subject: **PZC 2024-12 102 S Worsley Street (Rezone)** –  
Residential Rezoning from R-1 to R-2

## SUMMARY:

The petitioners, Steve Holland, contract purchaser, and Peter McKnight, owner, are seeking rezoning approval for an approximately 0.28-acre parcel at 102 Worsley Street in Yorkville, Illinois. The property is located south of East Main Street, immediately east of Worsley Street, and north of the Fox River in Yorkville, Illinois. The property is currently zoned R-1 Single-Family Suburban Residence District and is vacant. The petitioners are seeking to rezone the property to R-2 Single-Family Traditional Residence District with the intention of constructing a multigenerational single-family home.



## 102 WORSLEY ST

United City of Yorkville, Illinois  
Date: April 9, 2024  
File Location: I:\ARCGIS TEMPLATES\102 WORSLEY ST



**PROPERTY BACKGROUND:**

As previously mentioned, the property is located south of East Main Street, immediately east of Worsley Street, and north of the Fox River.



The parcel is approximately 11,969 square feet. Due to the property being slightly smaller than the required minimum lot size of 12,000 for the requested R-2 zoning classification, the petitioners are also seeking a variance.

The property is located in the older part of town in the historic Bristol area and once had a two-story home which faced the Fox River. The home was constructed in 1900 and in its original condition, the home had 4 beds, 2 baths, and was 1,862 square feet. However, according to the petitioner, the home had been vacant for the last 10 years until the parcel was purchased on June 21, 2022 and the home and detached garage were subsequently demolished pursuant to a building permit. The parcel in its current state is shown in the photo to the left.

It is also important to note, the property is adjacent to Worsley Street, an unimproved dedicated future right-of-way. The right-of-way is located to the west of the property and is planned to connect it to Gawne Lane to the north.

**PROPOSED REQUEST:**

The petitioners are seeking to rezone the parcel from R-1 Single-Family Suburban Residence District to R-2 Single-Family Traditional Residence District to construct a single-family multi-generational home. A multi-generational home typically houses more than one adult generation of family members in the same home. The living arrangements can include grandparents, parents, and their adult children. It can also include extended family and in-laws. According to the petitioners, the purpose of the rezoning is to have the property zoned in a way that is more applicable to the actual size of the property and to allow them to have smaller setbacks that would accommodate the design of the home.



Initially, staff was concerned if the R-2 Single-Family Traditional Residence District was the most appropriate zoning district based on the site plans, which could be interpreted as multi-family housing. However, after a review of the plans by Pete Ratos, Building Code Official, the site plans properly reflect a single-family structure. Per Mr. Ratos’s comment, “In the case of a structure like this the defining factor between single family and multifamily would be interconnectivity of the spaces. In the case of this home there is a main center staircase the interconnects all three levels and the common living areas. In my opinion this design would not be conducive to multifamily use but would work well for a multi-generational home. The 2018 IRC provides us with the minimal facilities required for habitable space but it does not put a cap on the number of those minimally the required facilities per structure. I will make sure to reiterate to the owner that this is a single-family home and cannot be treated as a multifamily home in any way shape or form.”

**SITE ANALYSIS:**

To consider the appropriateness for the rezoning request, an evaluation of the surrounding land uses and zoning is conducted. The immediate vicinity of 102 Worsley Street is primarily zoned residential, as illustrated in the table below.

	Zoning	Land Use
North	R-2 Single-Family Traditional Residence District	Vacant
South	Fox River	Water Course
East	R-1 Single-Family Suburban Residence District	Single-Family Home
West	R-3 Multi-Family Attached Residence District	Multi-Family Home

Although the proposed single-family home is consistent with the existing surrounding zoning and land uses, the proposed property still requires one (1) variance to comply with the requested R-2 Single-Family Traditional Residence Standards. The variance pertains to the minimum lot size, as detailed in the table below.

<u>REGULATIONS</u>	<u>CURRENT ZONING</u> <u>R-1 REGULATIONS</u>	<u>PROPOSED ZONING</u> <u>R-2 REGULATIONS</u>	<u>PROPOSED SITE PLAN</u>	<u>VARIANCE DIFFERENCE FROM R-2 STANDARDS</u>
<b>Minimum Lot Size</b>	18,000 sq. ft.	12,000 sq ft	11,969 sq. ft.	Decrease of 31 square feet
<b>Maximum Lot Width</b>	100 feet	80 feet	80 feet	-
<b>Minimum Front Setback</b>	40 feet	30 feet	30 feet	-
<b>Minimum Side Yard Setback</b>	15 feet	10 feet	16 feet	-
<b>Minimum Corner Side Yard Setback</b>	40 feet	30 feet	30 feet	-
<b>Minimum Rear Setback</b>	50 feet	40 feet	45 feet	-
<b>Maximum Building Height</b>	30 feet	30 feet	27 feet	-
<b>Maximum Lot Coverage</b>	50%	45%	13%	-

The variance needed is not a significant change to the standards of the R-2 zoning district and align with the character of the neighborhood as illustrated in the aerial below.



**COMPREHENSIVE PLAN:**

According to Yorkville’s Comprehensive Plan, the subject property’s future land use is classified as “Suburban Neighborhoods” which is intended to create well-designed, walkable neighborhoods that incorporate open space and appropriate linkages to surrounding districts or areas. The current land use and the proposed detached single-family home are consistent with Yorkville’s Comprehensive Plan.

**STAFF COMMENTS:**

Staff is supportive of the proposed rezoning request of the property located at 102 Worsley Street from R-1 Single-Family Suburban Residence District to R-2 Single-Family Traditional Residence District. The proposed rezoning falls in line with the standards of the R-2 district and is consistent with the existing surrounding zoning and land use in the area. Lastly, the proposed rezoning request is consistent with Yorkville’s Comprehensive Plans.

**REZONING STANDARDS:**

Section 10-8-12 Map Amendments of the Unified Development Ordinance establishes criteria for findings of fact related to rezoning (map amendment) requests. When the purpose and affect is to change the zoning of a property and amend the City’s Zoning Map, the Planning and Zoning Commission shall consider each of the following facts before rendering a decision on the request. The petitioner has provided answers to each of the criteria in the application these standards which are included in the packet for your review and will be entered into the public record as part of the public hearing process. The standards are:

1. The existing uses and zoning of nearby property.
2. The extent to which the property values are diminished by the particular zoning restrictions.
3. The extent to which the destruction of the property values of plaintiff promotes the health, safety, morals, or general welfare of the public.
4. The relative gain to the public as compared to the hardship imposed upon the individual property owner.
5. The suitability of the subject property for the zoned purpose.
6. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the subject property.
7. The community need for the proposed use.
8. The care to which the community has undertaken to plan its land use development.

Additional UDO standards:

1. The proposed Map Amendment s consistent with the Comprehensive Plan and the purposes of the UDO.
2. The proposed Map Amendment is consistent with the existing and planned uses and zoning of the nearby properties.
3. The subject property is suitable for the purposes of the proposed district.
4. The proposed Map Amendment will not result in an individual parcel zoned in one zoning district that is not shared by the adjacent parcels.
5. The proposed parcel(s) to be rezoned shall meet the minimum frontage and area requirements of the requested rezoning district as specified in Section 10-3-9(A).

**PROPOSED MOTION:**

*In consideration of testimony presented during a Public Hearing on July 10, 2024 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for rezoning from R-1 Single-Family Suburban Residence District to R-2 Single-Family Traditional Residence District for a proposed multi-generational single-family home, for a property located at 102 Worsley Street {insert any additional conditions of the Planning and Zoning Commission}...*

**ATTACHMENTS:**

1. Rezoning Application
2. Legal Description
3. Plat of Survey (photograph)
4. Site Plans
5. Property Owners Within 500 Feet
6. Public Hearing Notice



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# APPLICATION FOR REZONING

## INTENT AND PURPOSE

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

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

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

## APPLICATION PROCEDURE

### STEP

# 1

### APPLICATION SUBMITTAL

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

The following must be submitted:

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

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

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

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

### STEP

# 2

### PLAN COUNCIL

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

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.



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# APPLICATION FOR REZONING

## STEP 3

### ECONOMIC DEVELOPMENT COMMITTEE

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

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

## STEP 4

### PLANNING & ZONING COMMISSION

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

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

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

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

## STEP 5

### CITY COUNCIL

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

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

## SUMMARY OF RESPONSIBILITIES

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

#### PETITIONER

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

#### CITY STAFF

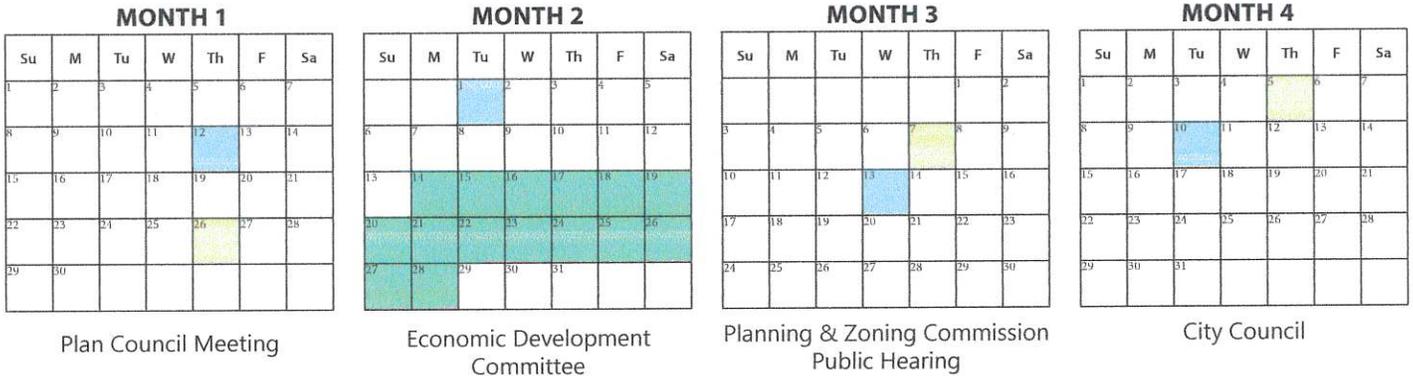
- Detailed Schedule After Complete Submission
- Public Hearing Notice Language
- Posting of the Public Notice in a Local Newspaper
- Public Hearing Sign Application
- Draft Ordinance & Signatures for Recording



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# APPLICATION FOR REZONING

## SAMPLE MEETING SCHEDULE



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

## DORMANT APPLICATIONS

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

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

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

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



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# APPLICATION FOR REZONING

APR 03 2024

Community Development Department

INVOICE & WORKSHEET PETITION APPLICATION			Community Development Department
<b>CONCEPT PLAN REVIEW</b>	<input checked="" type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<input type="checkbox"/> Annexation	\$500.00	Total: \$
	<input checked="" type="checkbox"/> Plan	\$500.00	
	<input type="checkbox"/> Plat	\$500.00	
	<input type="checkbox"/> P.U.D.	\$500.00	
<b>ANNEXATION</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount</p>			
<b>REZONING</b>	<input checked="" type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$
<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>			200.00
$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$200 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount</p>			
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount</p>			
<b>ZONING VARIANCE</b>	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>FINAL PLAT FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<input type="checkbox"/> Less than 1 acre                      \$5,000.00 <input type="checkbox"/> Over 1 acre, less than 10 acres                      \$10,000.00 <input type="checkbox"/> Over 10 acres, less than 40 acres                      \$15,000.00 <input type="checkbox"/> Over 40 acres, less than 100 acres                      \$20,000.00 <input type="checkbox"/> Over 100 acres                      \$25,000.00		Total: \$
<b>OUTSIDE CONSULTANTS DEPOSIT</b>	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres                      \$1,000.00 <input type="checkbox"/> Over 2 acres, less than 10 acres                      \$2,500.00 <input type="checkbox"/> Over 10 acres                      \$5,000.00		Total: \$
<b>TOTAL AMOUNT DUE:</b>			200.00



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# APPLICATION FOR REZONING

DATE:	PZC NUMBER:	DEVELOPMENT NAME:
<b>PETITIONER INFORMATION</b>		
NAME: Steve Holland	COMPANY:	
MAILING ADDRESS: 819 Columbus Dr.		
CITY, STATE, ZIP: Oswego, IL 60543	TELEPHONE: <input type="radio"/> BUSINESS <input checked="" type="radio"/> HOME 847-489-5713	
EMAIL: steve.holland@beachfordogs.com	FAX:	
<b>PROPERTY INFORMATION</b>		
NAME OF HOLDER OF LEGAL TITLE:		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 102 Worsley St, Yorkville, IL 60560		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: <i>Property is on the North Side of the River</i>		
CURRENT ZONING CLASSIFICATION: R-1	REQUESTED ZONING CLASSIFICATION: R-2	
COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: R-2	TOTAL ACREAGE: .28	
<b>ZONING AND LAND USE OF SURROUNDING PROPERTIES</b>		
NORTH: R-1		
EAST: R-1		
SOUTH: River		
WEST: R-1		
<b>KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)</b>		
<i>02-33-129-004</i>		



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# APPLICATION FOR REZONING

## ATTORNEY INFORMATION

NAME: *Jamie White* COMPANY: *White law*  
MAILING ADDRESS: *160 S. Municipal DR Suite #100*  
CITY, STATE, ZIP: *SUGAR GROVE, IL 60554* TELEPHONE: *630-466-1600*  
EMAIL: *Lawyers@JWhite-law.com* FAX: *630-466-9972*

## ENGINEER INFORMATION

NAME: *Jiun-Guang Lin* COMPANY: *Ridgeline Consultants*  
MAILING ADDRESS: *1661 Aucutt Road*  
CITY, STATE, ZIP: *Montgomery, IL 60538* TELEPHONE: *630-801-7927*  
EMAIL: *jlin@ridgelineconsultantsllc.com* FAX:

## LAND PLANNER/SURVEYOR INFORMATION

NAME: *Same ↑* COMPANY:  
MAILING ADDRESS: *Same ↑*  
CITY, STATE, ZIP: TELEPHONE:  
EMAIL: FAX:

## ATTACHMENTS

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

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

*See Plat Survey*



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# APPLICATION FOR REZONING

## REZONING STANDARDS

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

Existing zone class is R-1 - Residential  
Proposed zone class is R-2 - Residential

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

NONE

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

Property value will increase

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

NOT APPLICABLE



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# APPLICATION FOR REZONING

## REZONING STANDARDS

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

*10 years.*

PLEASE STATE THE COMMUNITY NEED FOR THE PROPOSED LAND USE:

Improvement/use of river as a resource for enjoyment

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

The purpose of the development is the improvement of this portion of the riverfront.

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

NO IMPACT



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# APPLICATION FOR REZONING

## REZONING STANDARDS

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

Better access to the river for the enjoyment of the community and the adjacent lots.

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

The subject property is SUITABLE and meets all R-2 requirements.  
 (12,000 s.f., 80' wide lot, 10' setbacks and 40' rear setback)

## AGREEMENT

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

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

  
 \_\_\_\_\_  
 PETITIONER SIGNATURE

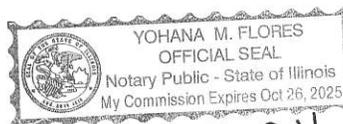
4-2-24  
 \_\_\_\_\_  
 DATE

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

  
 \_\_\_\_\_  
 OWNER SIGNATURE

4-2-24  
 \_\_\_\_\_  
 DATE

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



4-2-24





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# APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 102 Worsley St.
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**PETITIONER DEPOSIT ACCOUNT FUND:**

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

**ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY**

NAME: Steve Holland	COMPANY:
MAILING ADDRESS: 819 Columbus Dr.	
CITY, STATE, ZIP: Oswego, IL 60543	TELEPHONE: 847-489-5713
EMAIL: steve.holland@beachfordogs.com	FAX:

**FINANCIALLY RESPONSIBLE PARTY:**

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

Steve Holland	Owner
_____ PRINT NAME	_____ TITLE
	4.2.24
_____ SIGNATURE	_____ DATE

*\*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

**INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS**

<b>ENGINEERING DEPOSITS:</b>		<b>LEGAL DEPOSITS:</b>	
Up to one (1) acre	\$5,000	Less than two (2) acres	\$1,000
Over one (1) acre, but less than ten (10) acres	\$10,000	Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres, but less than forty (40) acres	\$15,000	Over ten (10) acres	\$5,000
Over forty (40) acres, but less than one hundred (100)	\$20,000		
In excess of one hundred (100.00) acres	\$25,000		

**CERTIFIED MAILING  
AFFIDAVIT**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KENDALL )

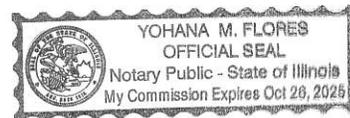
I/We, Steve Holland, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, \_\_\_\_\_, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on 4.2, 2024.

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

Subscribed and sworn to before me this

2<sup>ND</sup> day of April, 2024

Yohana M. Flores  
\_\_\_\_\_  
Notary Public





United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: www.yorkville.il.us

# APPLICATION FOR PUBLIC HEARING SIGN

<b>PERMIT NUMBER:</b>		<b>DATE/TIME RECEIVED:</b>
SITE ADDRESS: 102 Worsley St		PARCEL NUMBER:
SUBDIVISION:		LOT/UNIT:
<b>APPLICANT INFORMATION</b>		
NAME: Steve Holland	TELEPHONE: <input checked="" type="radio"/> HOME <input type="radio"/> BUSINESS 847-489-5713	
ADDRESS: 819 Columbus Dr.	E-MAIL: <input checked="" type="radio"/> HOME <input type="radio"/> BUSINESS	
CITY, STATE, ZIP: Oswego, IL 60543	FAX:	
<b>SIGN INFORMATION</b>		
DATE OF PICK UP:	NUMBER OF SIGNS:	
DATE OF PUBLIC HEARING:	SIGN RETURN DATE:	
<p>The undersigned hereby states that they have acquired Public Hearing Signs from the United City of Yorkville's Community Development Department and agrees to return said sign/s to Yorkville City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, immediately following the date of the public hearing.</p> <p>Petitioner or Representative agrees to pay to the United City of Yorkville a deposit of \$50 for each sign. The deposit will be returned to the petitioner when the public hearing sign/s have been returned to the City.</p> <p>Petitioner or Representative further agrees to pay to the United City of Yorkville the full amount of the purchase price for each sign not returned to the United City of Yorkville within seven (7) days after the date of the public hearing.</p>		
 SIGNATURE/AUTHORIZED AGENT		4-2-24 DATE
DATE RETURNED: _____		
RECEIVED BY: _____		PZC# _____



United City of Yorkville 651  
 Prairie Pointe Drive  
 Yorkville, Illinois, 60560  
 Telephone: 630-553-4350  
 Fax: 630-553-7575  
 Website: www.yorkville.il.us

# APPLICATION FOR REZONING

**REZONING STANDARDS**

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

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

**AGREEMENT**

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

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

\_\_\_\_\_  
 PETITIONER SIGNATURE

\_\_\_\_\_  
 DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY. I, the Manager of the LLC that is the Record Owner of the subject Real Property hereby consents to the Applicant proceeding with His Zoning Request.

\_\_\_\_\_  
 OWNER SIGNATURE

\_\_\_\_\_  
 DATE

6/4/2024

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

Subscribed and sworn to before me.

this 4th day of June, 2024.

*Colleen Hanson*



EXHIBIT A

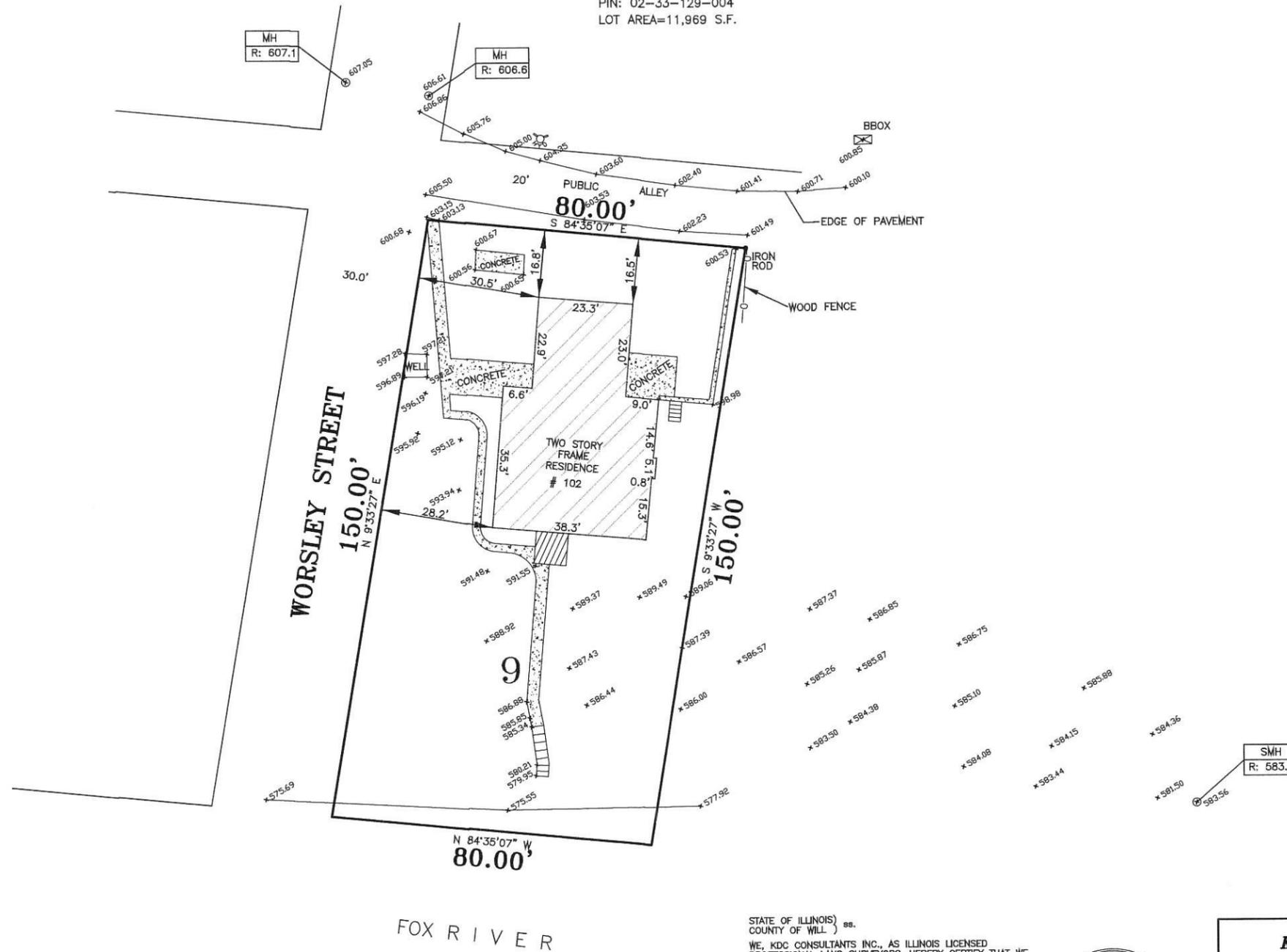
# PLAT OF SURVEY

OF

LOT 9 IN BLOCK 2 OF WORSLEY'S ADDITION TO THE VILLAGE OF BRISTOL, IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRISTOL, KENDALL COUNTY, ILLINOIS.

COMMON ADDRESS: 102 WORSLEY STREET  
YORKVILLE, IL

PIN: 02-33-129-004  
LOT AREA=11,969 S.F.



COMPARE LEGAL DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY. A TITLE COMMITMENT MAY NOT HAVE BEEN FURNISHED FOR USE IN PREPARATION OF THIS SURVEY. IF A TITLE COMMITMENT WAS NOT FURNISHED, THERE MAY BE EASEMENTS, BUILDING LINES OR OTHER RESTRICTIONS NOT SHOWN ON THIS PLAT. THIS PLAT DOES NOT SHOW BUILDING RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES. LOCAL AUTHORITIES MUST BE CONSULTED REGARDING ANY RESTRICTIONS. SUBJECT TO EASEMENTS OF RECORD.

DO NOT SCALE DIMENSIONS FROM THIS PLAT. NO EXTRAPOLATIONS SHOULD BE MADE FROM THE INFORMATION SHOWN WITHOUT THE PERMISSION OF KDC CONSULTANTS, INC. THIS PLAT IS NOT TRANSFERABLE. ONLY PRINTS WITH AN EMBOSSED SEAL ARE OFFICIAL COPIES. © COPYRIGHT, ALL RIGHTS RESERVED.

STATE OF ILLINOIS ) ss.  
COUNTY OF WILL )

WE, KDC CONSULTANTS INC., AS ILLINOIS LICENSED PROFESSIONAL LAND SURVEYORS, HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT AND ARE CORRECT AT A TEMPERATURE OF 68 DEGREES FAHRENHEIT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS.

SURVEYED 5<sup>TH</sup> DAY OF MARCH 2021.

SIGNED THIS 4<sup>TH</sup> DAY OF AUG. 2021.

BY: \_\_\_\_\_  
PROFESSIONAL ILLINOIS LAND SURVEYOR No. 3184



LICENSE EXPIRATION  
11-30-2022



SCALE: 1" = 20'

PREPARED BY:  
**KDC CONSULTANTS INC.**  
WWW.KDCCONSULTANTSINC.COM  
16144 S. BELL ROAD  
HOMER GLEN, ILLINOIS 60491  
(708) 645-0545 FAX: 645-0546

PREPARED FOR:  
**INTEGRITY INVESTMENT**

PROJECT  
21-02-024

1 PAGE  
OF 1

# RESIDENTIAL GENERAL NOTES

- SECTION 0100 GENERAL
- MEANS AND METHODS AND SAFETY OF WORK: THE ARCHITECT SHALL NOT CONTROL OR SPECIFY ANY MEANS OR METHODS OF ANY WORK PERFORMED BY THE GENERAL CONTRACTOR OR ANY SUBCONTRACTOR. ALL ISSUES OF JOBSITE SAFETY SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR, THE CONSTRUCTION MANAGER OR THE OWNER IF THE OWNER IS ACTING AS GENERAL CONTRACTOR OR CONSTRUCTION MANAGER.
  - INSURANCE: ALL CONTRACTORS SHALL HAVE A MINIMUM OF ONE MILLION DOLLARS OF INSURANCE COVERAGE FOR PROPERTY AND PERSONAL LIABILITY INSURANCE FOR THE PERFORMANCE OF THE WORK AND TRANSPORTATION TO AND FROM THE JOBSITE. ALL CONTRACTORS EMPLOYING OTHERS SHALL HAVE WORKMAN'S COMPENSATION INSURANCE AS REQUIRED BY THE STATE OF ILLINOIS. ALL CONTRACTORS SHALL SUPPLY THE OWNER WITH CURRENT CERTIFICATES OF INSURANCE THAT NAME THE OWNER AND THE ARCHITECT AS "ALSO INSURED". SUBMITTAL OF A BID SHALL BE CONSTRUED AS EVIDENCE THAT THE CONTRACTOR HAS SUCH INSURANCE OR WILL PROVIDE SUCH INSURANCE. NOT SUBMITTING SUCH CERTIFICATES SHALL NOT CONSTITUTE WAIVING OF CONTRACTOR'S REQUIREMENT TO CARRY INSURANCE THROUGHOUT THE DURATION OF THE JOB. BIDDER AGREES THAT NON-SUBMITTAL OF AN INSURANCE CERTIFICATE IS GROUNDS FOR WITHHOLDING PAYMENT BY OWNER UNTIL CERTIFICATE IS FILED WITH THE OWNER.
  - ERRORS AND CONFLICTS ON THE DRAWINGS: THE GENERAL CONTRACTOR OR CONST. MANAGER SHALL BE RESPONSIBLE FOR CHECKING AND VERIFYING ALL DIMENSIONS ON THE DESIGN DRAWINGS AND ANY SHOP DRAWINGS. THE GENERAL CONTRACTOR OR CONSTRUCTION MANAGER SHALL BE RESPONSIBLE FOR VERIFYING AND CHECKING THE LAYOUT AND CONSTRUCTION OF ALL SUBCONTRACTORS, AND HIS OWN WORK. THE ARCHITECT SHALL NOT BE LIABLE FOR CORRECTIVE WORK OR REMOVAL OF RESULTING FROM ERRORS OR CONFLICTS ON THE DESIGN DRAWINGS IF THE GENERAL CONTRACTOR OR CONSTRUCTION MANAGER FAILS TO CHECK THE DRAWINGS OR THE LAYOUT FOR CONFORMANCE WITH THE OVERALL DESIGN CONCEPT. SUBCONTRACTORS ARE RESPONSIBLE FOR VERIFYING THAT ANY EQUIPMENT OR FIXTURES SPECIFIED BY MODEL NUMBER ETC. IS THE APPROPRIATE MODEL NUMBER, WITH THE APPROPRIATE FITTINGS, ATTACHMENTS, TRIMS, ETC. FOR THE TYPE OF CONSTRUCTION INTO WHICH THE EQUIPMENT, DEVICE OR FIXTURE IS TO BE INSTALLED. THE ARCHITECT ASSUMES NO LIABILITY FOR CORRECTION OR REPLACEMENT OR RESTOCKING FEES FOR MATERIALS ORDERED BY ANY CONTRACTOR OR SUBCONTRACTOR WHO DOES NOT VERIFY MODEL NUMBERS AND CONTEXT OF THE INSTALLATION.
  - GENERAL CONTRACTOR SHALL VISIT THE SITE AND FULLY INFORM HIMSELF OF ALL EXISTING CONDITIONS AND LIMITATIONS AFFECTING THE WORK. ALL DIMENSIONS TO BE VERIFIED IN THE FIELD.
  - DO NOT SCALE DRAWINGS, DIMENSIONS GOVERN. CONTACT ARCHITECT FOR ANY CLARIFICATIONS.
  - ALL WORK TO BE DONE IN ACCORDANCE WITH ALL STATE AND LOCAL CODES WHICH HAVE AUTHORITY OVER THIS PROJECT.
  - THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, LICENSES AND INSPECTIONS NECESSARY AND INCIDENTAL FOR HIS INSTALLATION.
  - THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL TOOLS, DEBRIS AND GENERAL CLEAN-UP.
  - GENERAL CONTRACTOR TO UNCONDITIONALLY GUARANTEE ALL WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE OF THE WORK AND MATERIALS.
  - THE G.C. SHALL BUILD THE BUILDING IN ACCORDANCE WITH THE MINIMUM STANDARDS OF THE INTERNATIONAL RESIDENTIAL CODE AND ALL LOCAL BUILDING CODES
  - G.C. TO COMPLY WITH FEDERAL OSHA STANDARDS

- SECTION 0200 SITE
- EXCAVATION: UNLESS NOTED OTHERWISE, ASSUMED BEARING CAPACITY FOR FOUNDATION DESIGN IS 3000 PSF. NOTIFY ARCHITECT IMMEDIATELY IF PROPER BEARING IS NOT EVIDENT. PROVIDE SOILS REPORT W/ FOOTING P.P. IF APPLIES
  - SITE CLEARING: DO NOT REMOVE ANY TREES OR VEGETATION OUTSIDE OF THE IMMEDIATE AREA OF THE HOUSE. OBTAIN OWNERS WRITTEN PERMISSION BEFORE REMOVING ANY TREE OVER 2" DIAMETER. STOCKPILE TOPSOIL AND REAPPLY TO FINISH GRADE AROUND HOUSE. FINISH GRADE SHALL BE +/- 1" OF GRADES SHOWN ON DRAWING. IF NO GRADES ARE INDICATED, GRADE FOR PROPER DRAINAGE AWAY FROM AND AROUND THE HOUSE. MAINTAIN GRADE MIN. 8" BELOW TOP OF FOUNDATION.
  - AREAS NOTED "UNEXCAVATED" AND ALL AREAS BELOW CONCRETE SLABS SHALL HAVE UNSUITABLE MATERIALS REMOVED AND BE PROPERLY COMPACTED BEFORE GRANULAR FILL IS PLACED AND COMPACTED
  - CALL "J.U.L.I.E." 1-800-892-0123 OR "DIGGER" 1-312-744-7000 AT LEAST 48 HOURS BEFORE YOU DIG. (TWO WORKING DAYS)
  - COMPLIANCE WITH UNDERGROUND AND OVERHEAD FACILITIES REGULATIONS MUST BE DONE BEFORE WORK BEGINS

- SECTION 0300 CONCRETE
- 4" DRAIN TILE: 4" PERFORATED PVC FOUNDATION DRAIN TILE ALL AROUND THE FOUNDATION CONNECTED TO SUMP PUMP. PROVIDE 2" MIN. WASHED STONE BED AND 12" MIN. STONE COVER. PROVIDE 4" DIA. VERTICAL PIPE FROM EACH WINDOW WELL DOWN TO DRAIN TILE, FILL W/ STONE. COVER DRAIN TILE WITH APPROVED FILTER MEMBRANE MATERIAL (DRAIN TILE IN A SOCK TYPE)
  - CONCRETE: USE 3000 PSI (AT 28 DAYS) COMPRESSIVE STRENGTH. TRANSIT MIXED CONCRETE: ASTM C-90 UNLESS NOTED OTHERWISE. USE AIR ENTRAINING ADMIXTURE FOR ALL FLATWORK EXPOSED TO WEATHER. PITCH ALL EXTERIOR CONCRETE SLABS AND WALKS 1/8" AWAY FROM THE HOUSE.
  - ALL FOOTINGS TO BEAR NO LESS THAN 42" BELOW FINISHED GRADE ON UNDISTURBED, INORGANIC SOIL, WITH AN ALLOWABLE BEARING CAPACITY OF 3,000 P.S.F.
  - ESCAPE LADDER IS REQUIRED FOR ESCAPE WINDOW. PROVIDE WINDOW WELL COVER ON ALL WINDOW WELLS.
  - SEALED SUMP PUMP PIT REQUIRED FOR PASSIVE RADON SYSTEM

- SECTION 0400 MASONRY
- MASONRY: USE GALVANIZED CORRUGATED BRICK TIES ATTACHED TO SHEATHING AND STUDS AT 16" O.C. HORIZ (NOT TO EXCEED 24" & 16" VERT. USE TYPE "M" MORTAR, NATURAL COLOR UNLESS INDICATED OTHERWISE ON THE DRAWING. PROVIDE COTTON ROPE LOOPED BETWEEN EACH TWO ADJACENT WEEP HOLES. LOCATE WEEP HOLES 24" O.C. USE PVC BASE FLASHING AND PVC FLASHING AT WINDOW SILLS AND HEADS

- SECTION 0500 METALS
- ANCHOR BOLT - ALL WOOD PLATES ANCHORED TO CONCRETE TO HAVE 1/2"x10" HOOKED BOLTS WITH 7" EMBEDMENT SPACED MAX. 6'-0" O.C. AND WITHIN 12" OF ALL CORNERS (MIN. 2 PER PLATE)
  - ALLY COLUMNS SPECIFIED ARE OUTSIDE DIAMETER OF STANDARD WEIGHT, UNLESS NOTED OTHERWISE. THEY SHALL BE FURNISHED WITH 6"x10"x3/4" BASE PLATES, AND 6"x10"x1/2" CAP PLATES, UNLESS NOTED. BASE PLATES AND CAP PLATES SHALL BE SECURED DIRECTLY TO FOUNDATIONS AND STEEL BEAMS WITH 2-1/2" DIAMETER BOLTS (MINIMUM)

- SECTION 0600 WOOD
- FRAMING LUMBER SPECIES AND BASE VALUES SHALL BE AS NOTED BELOW. U.N.O. RAFTERS, JOISTS, HEADERS AND BEAMS - #2 DOMESTIC HEM-FIR OR BETTER Fb= 850 PSI, Fv= 75 PSI, E= 1,300,000 PSI STUDS - 10"-0" AND LESS IN HEIGHT - STUD GRADE S-P-F OR BETTER Fb= 575 PSI, Fc= 600 PSI, E= 1,000,000 PSI GREATER THAN 10"-0" IN HEIGHT - #2 S-P-F OR BETTER Fb= 750 PSI, Fc= 975 PSI, E= 1,100,000 PSI POSTS AND TREATED LUMBER - #2 SOUTHERN PINE OR BETTER Fv= PER NDS TABLES, Fv= 90 PSI, Fc= PER NDS TABLES, E= 1,600,000 PSI LAMINATED STRUCTURAL WOOD BEAMS Fv= 2,400 PSI, Fv= 165 PSI, E=1,800,000 ALL FRAMING MEMBERS DESIGNATED "M.L." OR "MICROLAM" SHALL BE L9E MICROLAM LVL BY TRUS JOIST McMICLAM OR BETTER Fv= 2,600 PSI, Fv= 285 PSI, E= 1,900,000
  - DOUBLE FRAMING MEMBERS (MINIMUM) AROUND OPENINGS IN ROOFS, FLOORS, CEILINGS, UNDER BATHTUBS AND SHOWERS AND UNDER PARTITIONS PARALLEL TO JOISTS.
  - ALL HEADERS TO BE 2-2"x12" UNLESS NOTED OTHERWISE
  - MINIMUM 2 CRIPPLE STUDS BELOW ALL OPENINGS 6'-0" AND WIDER
  - DESIGN LOADS AS FOLLOWS: CEILING/ATTIC DESIGN LIVE LOAD = 20 PSF ROOF DESIGN LIVE LOAD = 30 PSF WALL WIND LOAD, 0-20 FT. = 20 PSF FLOOR DESIGN LIVE LOAD = 40 PSF WALL WIND LOAD, 21-29 FT. = 25 PSF SLEEPING AREAS LIVE LOAD = 30 PSF WALL WIND LOAD, +30 FT. = 20 PSF
  - ALL WALL TOP PLATES ARE TO BE LAPPED AT ALL CORNERS
  - PROVIDE METAL JOISTS HANGERS AT STAIRS AND ALL FLUSH FRAMED MEMBERS
  - FIRESTOP SOFFITS AND TOP AND BOTTOM OF STAIR STRINGERS
  - PROVIDE MINIMUM 2" CLEARANCE BETWEEN FRAMING MEMBERS AND CHIMNEY
  - FIRESTOP CAVITIES BETWEEN CHIMNEY AND FRAMING LUMBER WITH NON-COMBUSTIBLE FILL

- LUMBER: USE GRADED S4S LUMBER. ALL LUMBER SHALL BE KILN DRIED #2 OR BETTER. USE TMA APPROVED FRAMING DETAILS. USE MIN. TWO-2x12 HEADERS AT ALL OPENINGS UP TO 72" UNLESS NOTED OTHERWISE. USE HIP & VALLEY RAFTER NOM. 2" LARGER THAN RAFTER. USE 11 1/2" MICROLAM VALLEY FOR 2X12 RAFTERS. USE SAME DEPTH MICROLAM HIP & VALLEY FOR CATHEDRAL CEILINGS PROVIDE CROSS BRIDGING NOT TO EXCEED 8'-0" IN ALL FLOOR FRAMED W/ DIMENSIONAL LUMBER BRIDGING IS NOT REQUIRED FOR TJ'S SEE MANUFACTURER'S INSTRUCTIONS FOR CUTTING AND REINFORCING.
- PLYWOOD: ALL PLYWOOD SHALL BE APA RATED-SEE PLAN FOR THICKNESS WATERBOARD: ALL WAFER BOARD SHALL BE ORIENTED STRAND, NOT RANDOM. ROOF SHEATHING SHALL BE SPACED FOR EXPANSION WHEN INSTALLED PER APA STANDARDS TYPE 1.
- EXTERIOR WALL FRAMING TO BE FULLY BRACED WITH 1/2" O.S.B SHEATHING

- SECTION 0700 THERMAL
- GLAZING: ALL GLAZING WITHIN 24" OF A DOOR (IN CLOSED POSITION), OR WITHIN A DOOR, OR WITHIN 18" FROM FINISHED FLOOR OR WALKING SURFACE (WITHIN 36" OF GLAZING), SHALL BE TEMPERED GLASS OR OTHER APPROVED SAFETY GLAZING. MEET 2018 IRC R-308.4
  - ALL GLAZING TO FOLLOW 2018 INTERNATIONAL RESIDENTIAL CODE AS REQUIRED
  - PROVIDE TEMPERED SAFETY GLASS, AS NOTED, AT ALL WINDOWS OVER TUBS, AND AT WINDOWS WITH SILLS 18" OR LESS ABOVE THE FINISHED FLOOR
  - EXPOSED KRAFT PAPER OF INSULATION IN BASEMENT MUST HAVE A FLAME SPREAD OF 25 OR LESS
  - FLASH OVER EXTERIOR DOORS AND WINDOWS, UNDER SILLS AND AT JUNCTIONS WITH DISSIMILAR MATERIALS FLASHING AT TOP OF FOUNDATION TO CARRY 16" UP WALL ALL ROOFING COUNTER FLASHING MUST BE BENT AND CUT INTO THE BRICK MORTAR JOINTS
  - BEDROOM WINDOW EGRESS - WINDOW MANUFACTURER TO SUPPLY WINDOWS FOR SLEEPING ROOMS WHICH MEET THE IRC 2018 CODE EMERGENCY EGRESS REQUIREMENTS. MIN. OPENABLE AREA OF 5.7 SQ. FT. MIN. OPENABLE CLEAR HEIGHT OF 2'-0" AND A MIN. CLEAR WIDTH OF 1'-8" AND NOT MORE THAN 3'-4" ABOVE FINISHED FLOOR AND NO LESS THAN 24" ABOVE FINISHED FLOOR - 2018 IRC

- SECTION 0800 DOORS
- U.N.O. DOORS SHALL BE CENTERED IN OPENINGS OR MIN. 4" FROM FACE OF ADJACENT WALLS.
- SECTION 0900 FINISHES
- INTERIOR TRIM: FILL ALL VOIDS IN FRAMING OR AROUND PENETRATIONS IN CONSTRUCTION WITH EXPANDING FOAM. USE POLYSULFIDE, URETHANE, OR RUBBER SILICONE CAULK AT ALL OPENINGS, JOINTS, ETC. AS REQUIRED TO MAKE CONSTRUCTION WEATHER TIGHT.
  - FOR FLOOR CEILING HEIGHT REFER TO ELEVATIONS AND SECTIONS.
  - PROVIDE WATER RESISTIVE DRYWALL IN ALL BATHS, SHOWERS AND AREAS SUBJECT TO MOISTURE.

- SECTION 1000 SPECIALTIES
- STAIR NOTES - ALL STAIRS SHALL HAVE A MAX. RISE OF 7 3/4", A MIN. TREAD OF 10" CLEAR OF TREAD ABOVE, MINIMUM 1 1/8" NOSING, MINIMUM WIDTH OF 36" AND A CONT. CLEAR HEADROOM MEASURED VERTICALLY FROM FRONT NOSING OF TREAD TO A LINE PARALLEL WITH A STAIR RUN MIN. OF 6'-10"
  - HAND AND GUARD RAILS
    - ALL REQUIRED HANDRAILS SHALL BE CONTINUOUS THE FULL LENGTH OF THE STAIRS AND ENDS SHALL BE RETURNED OR SHALL TERMINATE IN NEWEL POSTS OR SAFETY TERMINALS.
    - HANDRAILS ADJACENT TO A WALL SHALL HAVE A SPACE NOT LESS THAN 1 1/2" BETWEEN THE WALL AND THE HANDRAIL
    - HANDRAILS SHALL HAVE EITHER A CIRCULAR CROSS SECTION WITH A DIAMETER OF 1 1/4" TO 2" OR A NON-CIRCULAR CROSS SECTION WITH A PERIMETER DIMENSION OF AT LEAST 4" BUT NOT MORE THAN 6 1/4" AND A LARGEST CROSS SECTION DIMENSION NOT EXCEEDING 2 1/4"
    - STAIR NOSINGS SHALL BE NO LESS THAN 1 1/8"
    - OPEN SIDES OF STAIRS WITH A TOTAL RISE OF MORE THAN 30" ABOVE THE FLOOR SHALL HAVE GUARDRAILS NOT LESS THAN 34" IN HEIGHT MEASURED VERTICALLY FROM THE NOSING OF THE TREADS.
    - GUARDRAILS ON OPEN SIDES OF STAIRWAYS OR RAISED FLOOR AREAS SHALL HAVE INTERMEDIATE RAILS OR ORNAMENTAL CLOSURES WHICH DO NOT ALLOW PASSAGE OF AN OBJECT 4" OR MORE IN DIAMETER.
    - THE TRIANGULAR OPENINGS FORMED BY RISER, TREAD AND BOTTOM RAIL OF A GUARDRAIL AT THE OPEN SIDE OF A STAIRWAY WILL NOT ALLOW AN OBJECT THE SIZE OF A 4" SPHERE PASS THROUGH - 36" MIN. HEIGHT
  - ALL GUARDRAILS (VERANDA, BALCONY, DECK, AND INTERIOR STAIRWELLS, ETC.) SHALL HAVE BALUSTERS WHICH ARE SPACED SO THAT A 4" DIAMETER SPHERE CANNOT PASS-THRU.

- SECTION 1500 MECHANICAL & PLUMBING
- PLUMBING: USE HARD COPPER (TYPE "L" ABOVE GRADE OR "K" BELOW GRADE FOR ALL WATER SUPPLY. USE 4" SCHEDULE 40 CAST IRON BELOW GRADE FOR WASTE. USE SCHED. 40 PVC WASTE PIPING ABOVE GRADE INSIDE BUILDING AND WITH PURPLE PRIMER ONLY. PROPERLY VENT ALL WASTE LINES, DO NOT USE WET VENTS. PROVIDE HOSE BIBBS WHERE SHOWN OR WHERE DIRECTED BY THE OWNER. PROVIDE SUMP, PUMP AND METAL LID FOR FOUNDATION DRAIN. PROVIDE HIGH WATER ALARM IN SUMP. PROVIDE INSTALLATION OF BATTERY BACK-UP FOR SUMP PUMP IF OWNER SUPPLIES EQUIPMENT. USE NON-LEAD SOLDER. CONNECT BASEMENT FLOOR DRAIN TO SANITARY RISER.
  - VENT DRYERS AND EXHAUST FANS DIRECTLY TO EXTERIOR VIA RIGID METAL DUCT WITHOUT SHEET SCREWS.
  - PROVIDE ANTI-SOAK VALVES IN ALL TUBS, SHOWERS AND TUB/SHOWER COMBINATIONS. SET TO DELIVER MAX. 115 DEGREES. DO NOT USE HOT WATER HEATER TO SET VALVES.
  - PROVIDE ACCESS PANEL FOR WHIRLPOOL MOTOR REPAIRS, 18" H x 24" W.
  - PROVIDE GRAY BOX OR 2" STAND PIPE FOR WATER DISCHARGE AND FLOOR DRAIN IN LAUNDRY AREA
  - PROVIDE FULL 2" WASTE OPENINGS FOR KITCHEN SINK W/ ACCESSIBLE FULL 2" OPENING OR CLEAN OUT UNDER SINK.
  - ALL FLOOR DRAINS MUST BE TRAPPED AND VENTED. SEND TO EJECTOR PIT WHEN BELOW GRADE, SEND TO SEWER WHEN ABOVE GRADE.
  - SUMP PIT MUST BE 2" ABOVE THE FINISHED FLOOR.
  - COMBUSTION AIR FROM OUTDOOR SHALL BE REQUIRED IF THE SPACE WHERE COMBUSTION APPLIANCES ARE LOCATED IS ENCLOSED OR OF UNUSUALLY TIGHT CONSTRUCTION

- SECTION 1600 ELECTRICAL - 2008 NEC / 2018 IRC
- ELECTRICAL: 200 AMP 120/240 VOLT SERVICE (VERIFY). USE CONDUIT AND CONDUCTORS SIZED PER CURRENT NATIONAL ELECTRICAL CODE. UNLESS NOTED OTHERWISE, PROVIDE SWITCHED CIRCUIT IN 1/2 OF EACH OUTLET IN EVERY BEDROOM. PROVIDE JUNCTION BOX AND/OR OUTLET FOR GARBAGE DISPOSAL, DISHWASHER, OVERHEAD DOOR OPERATOR(S), CEILING FANS, ETC. PROVIDE GROUND FAULT INTERRUPTING CIRCUITS AT ALL OUTLETS WITHIN BATHROOM, KITCHEN, BASEMENT & CLOSETS. ALSO G.F.I. AT EXTERIOR & GARAGE OUTLETS. PER MUNICIPAL CODE-EXTERIOR MAIN DISCONNECT/OVER CURRENT DEVICE
  - FOLLOW THE NATIONAL ELECTRIC CODE- GROUND FAULT INTERRUPT = ALL OUTLETS
  - USE SINGLE DEDICATED OUTLETS FOR SUMP, EJECTOR AND FURNACE.
  - NO MORE THAN 12'-0" PERMITTED BETWEEN ELECTRICAL RECEPTACLES AND THEY SHALL BE LOCATED NOT MORE THAN 6'-0" FROM AN OPENING IN A WALL
  - DUAL-VOLTAGE U.L.A. SMOKE DETECTORS WIRED IN SERIES WITH BATTERY BACKUP ON EACH LEVEL AND IN EACH BEDROOM & CO2 DETECTORS @ 15'-0" FROM ALL BEDROOMS LIGHT FIXTURES IN ALL CLOSETS
    - LOCATION-A FIXTURE IN A CLOSET SHALL BE PERMITTED TO BE INSTALLED:
      - ON THE WALL ABOVE THE CLOSET DOOR, PROVIDED THE CLEARANCE BETWEEN THE FIXTURE AND A STORAGE AREA WHERE COMBUSTIBLE MATERIAL MAY BE STORED WITHIN THE CLOSET IS NOT LESS THAN 18" OR;
      - ON THE CEILING OVER AN AREA WHICH IS UNOBSTRUCTED TO THE FLOOR, MAINTAINING AN 18" CLEARANCE HORIZONTALLY BETWEEN THE FIXTURE AND A STORAGE AREA WHERE COMBUSTIBLE MATERIAL MAY BE STORED WITHIN THE CLOSET
        - FLUSH RECESSED FIXTURE WITH A SOLID LENS OR A CEILING FLUORESCENT FIXTURE SHALL BE PERMITTED TO BE INSTALLED, PROVIDED THERE IS A 6" CLEARANCE, HORIZONTALLY BETWEEN THE FIXTURE AND STORAGE AREA.
        - PENDANTS SHALL NOT BE INSTALLED IN CLOTHES CLOSETS.
    - CEILING LIGHT FIXTURES IN HABITABLE ROOMS SHALL HAVE FAN RATED BOXES

# 2021 ENERGY CODE NOTES

- ATTIC ACCESS PANELS MUST BE INSULATED TO MATCH ATTIC AND MUST BE WEATHERSTRIPPED (SECTION R402.2.4)
- SECTION R402.4.1 AND TABLE R402.4.1.1 THE BUILDING THERMAL ENVELOPE SHALL BE DURABLE SEALED TO LIMIT INFILTRATION. THE SEALING METHODS BETWEEN DISSIMILAR MATERIALS SHALL ALLOW FOR DIFFERENTIAL EXPANSION AND CONTRACTION. THE FOLLOWING SHALL BE CAULKED, GASKETED, WEATHERSTRIPPED OR OTHERWISE SEALED WITH A AIR BARRIER MATERIAL SUITABLE FILM OR SOLID MATERIAL; AND INSTALLED IN ACCORDANCE WITH MANUFACTURES INSTRUCTIONS:
  - AIR BARRIER AND THERMAL BARRIER
  - CEILING / ATTIC
  - WALLS
  - WINDOWS, SKYLIGHTS AND DOORS
  - RIM JOISTS
  - FLOOR (INCLUDING ABOVE GARAGE AND CANTILEVER FLOORS)
  - CRAWL SPACE WALLS
  - SHAFTS, PENETRATIONS
  - NARROW CAVITIES
  - GARAGE SEPARATION
  - RECESSED LIGHTING
  - PLUMBING AND WIRING
  - SHOWER/TUB ON EXTERIOR WALL
  - ELECTRICAL / PHONE BOX ON EXTERIOR WALL
  - HVAC REGISTER BOOTS
  - FIREPLACE
 NOTE: REFER TO TABLE R402.4.1.1. FOR THE INSTALLATION CRITERIA FOR THE ABOVE BUILDING COMPONENTS
- THE FIREPLACES SHALL HAVE GASKETED DOORS, TIGHT FITTING FLUE DAMPERS AND OUTDOOR COMBUSTION AIR (SECTION R402.4.2)
- WINDOWS AND SLIDING GLASS DOORS LIMITED TO NO MORE THAN 0.3 CFM PER SQUARE FOOT AIR LEAKAGE. SWING DOORS LIMITED TO NO MORE THAN 0.5 CFM PER SQUARE FOOT. (SECTION 402.4.3)
- RECESSED LIGHT FIXTURES INSTALLED IN BUILDING THERMAL ENVELOPE SHALL BE:
  - IC-RATED AND LABELED (SUITABLE FOR INSULATION CONTACT).
  - SEALED WITH A GASKET OR CAULK BETWEEN THE FIXTURE HOUSING AND CEILING. (SECTION R402.4.4)
- AT LEAST ONE THERMOSTAT SHALL BE PROVIDED FOR EACH SEPARATE HEATING AND COOLING SYSTEM. AT LEAST ON THERMOSTAT SHALL BE PROGRAMMABLE. (SECTION R403.1.1)
- IN AN UNCONDITIONED SPACE, SUPPLY DUCTS IN ATTICS SHALL BE INSULATED TO A MINIMUM R-8. ALL OTHER DUCTS SHALL BE INSULATED TO A MIN. OF R-6 (SECTION R403.2.1)
- ALL DUCTS, AIR HANDLERS, FILTER BOXES AND BUILDING CAVITIES USED AS DUCTS SHALL BE SEALED AT ALL JOINTS AND SEAMS. DUCT TAPE OR ANY OTHER UNLISTED TAPE IS NOT PERMITTED. (SECTION R403.2.2)
- BUILDING FRAMING CAVITIES SHALL NOT BE USED AS SUPPLY DUCTS. (SECTION R403.2.3.)
- MECHANICAL SYSTEM PIPING CAPABLE OF CARRYING FLUIDS ABOVE 105 DEGREES FAHRENHEIT SHALL BE INSULATED TO A MINIMUM OF R-3 (SECTION 403.3)
- ALL CIRCULATING SERVICE HOT WATER PIPING SHALL BE INSULATED TO A MIN. OF R-3 WITH A READY ACCESSIBLE MANUAL SWITCH THAT CAN TURN OFF THE HOT WATER CIRCULATING PUMP WHEN THE SYSTEM IS NOT IN USE. (SECTION 403.4.1 AND 403.4.2)
- OUTDOOR AIR INTAKES AND EXHAUSTS SHALL HAVE AUTOMATIC OR GRAVITY DAMPERS THAT CLOSE WHEN THE VENTILATION SYSTEM IS NOT IN USE. (SECTION R403.5)
- ALL PERMANENTLY INSTALLED LIGHT FIXTURES (EXCLUDING KITCHEN APPLIANCE LIGHTING FIXTURES) SHALL BE HIGH EFFICIENCY LAMPS(SECTION R404.1)
- SECTION R402.4.1.2 TESTING: BUILDING SHALL BE TESTED AND VERIFIED AS HAVING AN AIR LEAKAGE RATE OF NOT EXCEEDING 3 AIR CHANGES PER HOUR. TESTING SHALL BE CONDUCTED WITH A BLOWER DOOR AT A PRESSURE OF 0.2 INCHES W.G. (50 PASCAL). WHERE REQUIRED BY THE CODE OFFICIAL, TESTING SHALL BE CONDUCTED BY AN APPROVED THIRD PARTY.
- ALL RECESSED LUMINAIRES SHALL BE IC-RATED, LABELED AS HAVING A LEAKAGE RATE OF NOT MORE THAN 2.0 CFM@75 PA AND SEALED WITH A GASKET OR CAULK BETWEEN THE HOUSING AND CEILING.C402.5.8 RECESSED LIGHTING
- R406.3 ENERGY RATING INDEX (NUMBER VALUE BASED LINEAR SCALE SUCH THAT THE ERI REFERENCE DESIGN HAS AN INDEX VALUE OF 100 AND A RESIDENTIAL BUILDING THAT HAS NET ZERO ANNUAL PURCHASED ENERGY HAS AN INDEX RATING OF 0. EACH INCREASE/DECREASE IN INDEX VALUE SHALL REPRESENT A 1% CHANGE IN TOTAL ANNUAL ENERGY USE OF THE RATED DESIGN RELATIVE TO THE ERI REFERENCE DESIGN) 100 X (REFERENCE BUILDING ANNUAL ENERGY COST - DESIGN BUILDING ANNUAL ENERGY COST) REFERENCE BUILDING ANNUAL ENERGY COST
- R406.3.1 ERI REFERENCE DESIGN (ERI REFERENCE
- PER SECTION R40222 OF THE 2021 IECC, INSULATION IN VAULTED CEILINGS MAY BE REDUCED TO R-38 PROVIDED THAT THE AREA REDUCED INSULATION DOES NOT EXCEED 500 S.F. OR 20% OF THE TOTAL INSULATED AREA WHICHEVER IS LESS

DESIGN ELEMENTS	
GROUND SNOW LOAD - 25	
WIND SPEED - 107	
TOPOGRAPHIC EFFECTS - NO	
SPECIAL WIND REGION - NO	
WINDBORNE DEBRIS ZONE - NO	
SEISMIC DESIGN CATEGORY - A	
SUBJECT TO DAMAGE FROM WEATHERING - SEVERE	
FROST LINE DEPTH - 42 INCHES BELOW GRADE	
TERMITE - MODERATE TO HEAVY	
WINTER DESIGN TEMPERATURE - MINUS 5 DEG F	
ICE BARRIER UNDERLAYMENT REQUIRED - YES	
FLOOD HAZARDS FEBRUARY 12, 1975	
AIR FREEZING INDEX -1000-2000	
MEAN ANNUAL TEMP 45-50 F	

DESIGN CRITERIA		
FLOOR	= 40# LL / 10# DL	ALL AREAS
WALL	= 60# PLF OR ACTUAL LOAD	
CEILING	= 20# LL /10 DL	ROOF SLOPES OVER 3:12
ROOF CATHEDRAL	= 30# LL / 10 DL = 30# LL / 15 DL	ALL SLOPES
EXIT DECK BALCONY	= 40# LL / 10 DL = 60# LL / 10 DL	EXTERIOR

**Design Firm License No. 184-007710-0001**

I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS ARE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF KNOWLEDGE CONFORM TO ALL APPLICABLE CODES AND ORDINANCES

ARCHITECT ILL. LIC. #001-020439  
EXPIRATION DATE: 11-30-24

ALBERTO B. AGAMA  
001-020439

05-24-24  
DATE



**City of Yorkville**

Building Department  
800 Game Farm Road  
Yorkville, IL 60560  
Phone: (630) 553-4350

THESE DRAWINGS AND ALL CONSTRUCTION SHALL CONFORM TO CITY OF YORKVILLE CODES AND AMENDMENTS LISTED BELOW:

2018 International Residential Code  
2021 International Energy Conservation Code  
2014 Illinois State Plumbing Code  
2018 International Mechanical Code  
2017 National Electric Code

DRAWING INDEX	
DWG#	DRAWING TITLE
T1	Drawing Index and General Notes
SP1	Site and Roof Plans
A1	Basement and Foundation Plans
A2	First and Second Floor Plans
A3	Container Plans
A4	Exterior Elevations
A5	Exterior Elevations and Schedules
A6	Exterior Elevations and Schedules
A7	Basement and First Fir Electric
A8	Second Flr Electric and Schedules
A9	Mechanical and Plumbing Details
A10	Sections
A11	Sections and Details

## PRESCRIPTIVE METHOD TO BE USED

INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT										
2021 IECC- TABLE R402.1.2										
CLIMATE ZONE	FENESTRATION U-FACTOR	SKYLIGHT U-FACTOR	GLAZED FEN. SHGC	CEILING R-VALUE	WD FRAME WALL R-VALUE	MASS WALL R-VALUE	FLOOR R-VALUE	BSMNT WALL R-VALUE	SLAB R-VALUE & DEPTH	CRAWL SPACE WALL R-VALUE
5 AND MARINE 4	0.30	0.55	0.40	60	30 OR 20+5ci OR 13+10ci OR 0+20ci	13/17	30	15ci OR 19 OR 13+5CI	10ci , 4 ft	15ci OR 19 OR 13+5CI

- R-values are minimums. U-factors and SHGC are maximums. When insulation is installed in a cavity that is less than the label or design thickness of the insulation, the installed R-value of the insulation shall not be less than the R-value specified in the table.
- The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration. Exception: in Climate Zones 0 through 3, Skylights shall be permitted to be excluded from glazed fenestration SHGC requirements provided that the SHGC for such skylights does not exceed 0.30.
- "5ci or 13" means R-5 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "10ci or 13" means R-10 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall.
- "15ci or 19 or 13 +5ci" means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of wall; or R-13 cavity insulation on the interior of the wall in addition to R-5 continuous insulation on the interior or exterior surface the wall.
- R-5 shall be provided under the full slab area of heated slab in addition to the required slab-edge insulation R-value fo slabs, as indicated in the table. the slobdge insulation/or heated slabshall not be required to extend below the slab.
- There are no SHGC requirements in the Marine Zone.
- Basement wall insulation is not required in warm-humid locations as defined by Figure R301.1 and Table R301.1.
- The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, "13+5" means R-13 cavity insulation plus R-5 continuous insulation.
- Mass walls shall be in accordance with section R402.2.5 The second R-value applies wherw more than half of the insulation is on the interior of the mass wall.
- A maximum U-factor of 0.32 shall apply in climate zones 3 through 8 to vertical fenestration products installed in buildings located either 1. above 4,000 feetin elevation, or 2. in windborne debris regions where protection of openings is required by section R301.2.1.2 of the International Residential Code.

**AD**  
AGAMA DESIGNS  
architecture

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Yorkville, Illinois 60560  
Phone: 630-381-9019  
E-mail: alberto@agamadesigns.com

THESE DRAWINGS, INCLUDING ALL DESIGN, DETAILS, SPECIFICATIONS AND INFORMATION, ARE THE SOLE PROPERTY AND COPYRIGHT OF AGAMA DESIGNS AND ARE FOR USE ON THIS SPECIFIC PROJECT AND SHALL NOT BE USED ON ANY OTHER WORK WITHOUT THE AGREEMENT AND WRITTEN PERMISSION OF AGAMA DESIGNS

ISSUED	DATE
FOR APPROVAL	
FOR PERMIT	
FOR BID	
FOR CONST.	

REVISIONS	DATE
1	
2	
3	

PROJECT: SINGLE FAMILY RESIDENCE  
102 WORSLEY STREET  
YORKVILLE, IL 60560

CLIENT: STEVE HOLLAND  
819 Columbus Drive  
Oswego, Illinois, 60543

JOB NO. 23-132  
DATE 01-18-2024  
FILE  
PLOT SCALE:1:1

OWNER APPROVAL

Signature \_\_\_\_\_  
Date \_\_\_\_\_

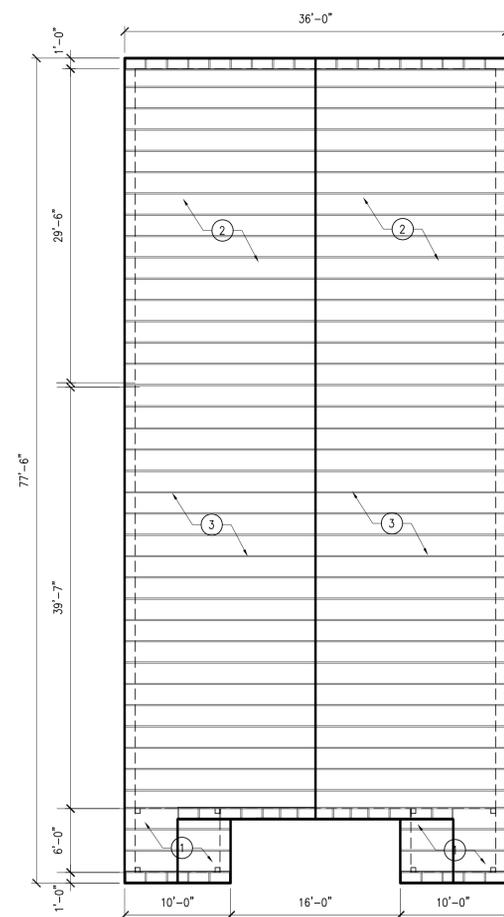
SHEET TITLE  
DRAWING INDEX & GENERAL NOTES

SHEET NUMBER  
**T1**

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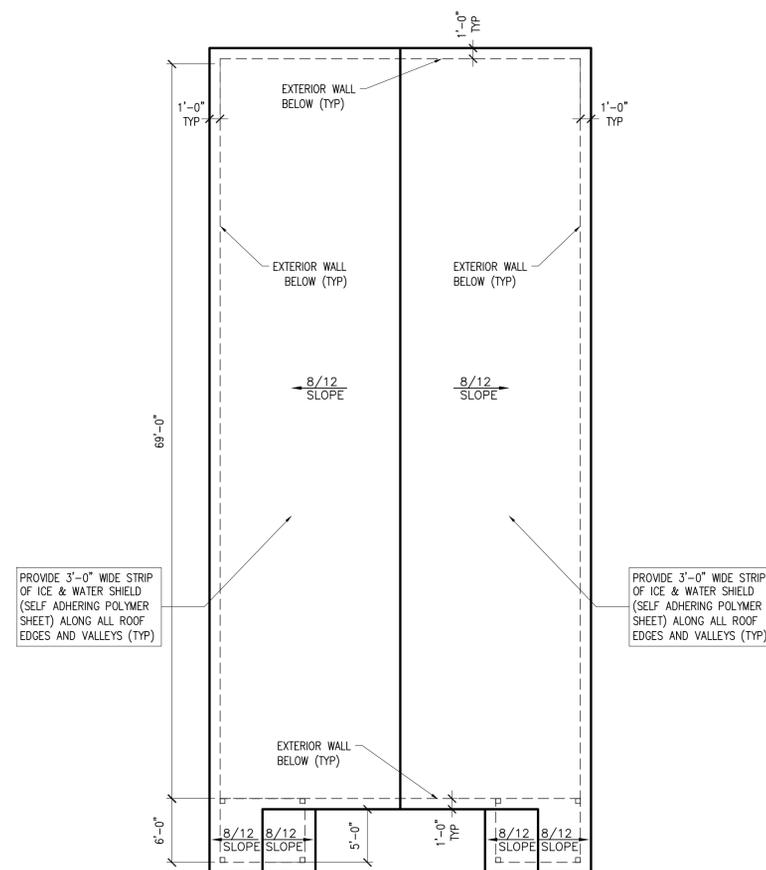
(FOR REFERENCE ONLY – FINAL TRUSS LAYO  
 PROVIDED BY TRUSS MANUFACTURER)

**ROOF FRAMING NOTES**

- 1 COMMON WOOD TRUSSES @ 24" O.C. – DESIGN AND LAYOUT BY MANUFACTURER.
- 2 COMMON SCISSOR TRUSSES – SEE OVERALL SECTIONS – BY TRUSS MANUFACTURER
- 3 CUSTOM SCISSOR TRUSSES – SEE OVERALL SECTIONS – BY TRUSS MANUFACTURER

**ROOF FRAMING PLAN**

SCALE: 1" = 10'



**attic vent. calculations**

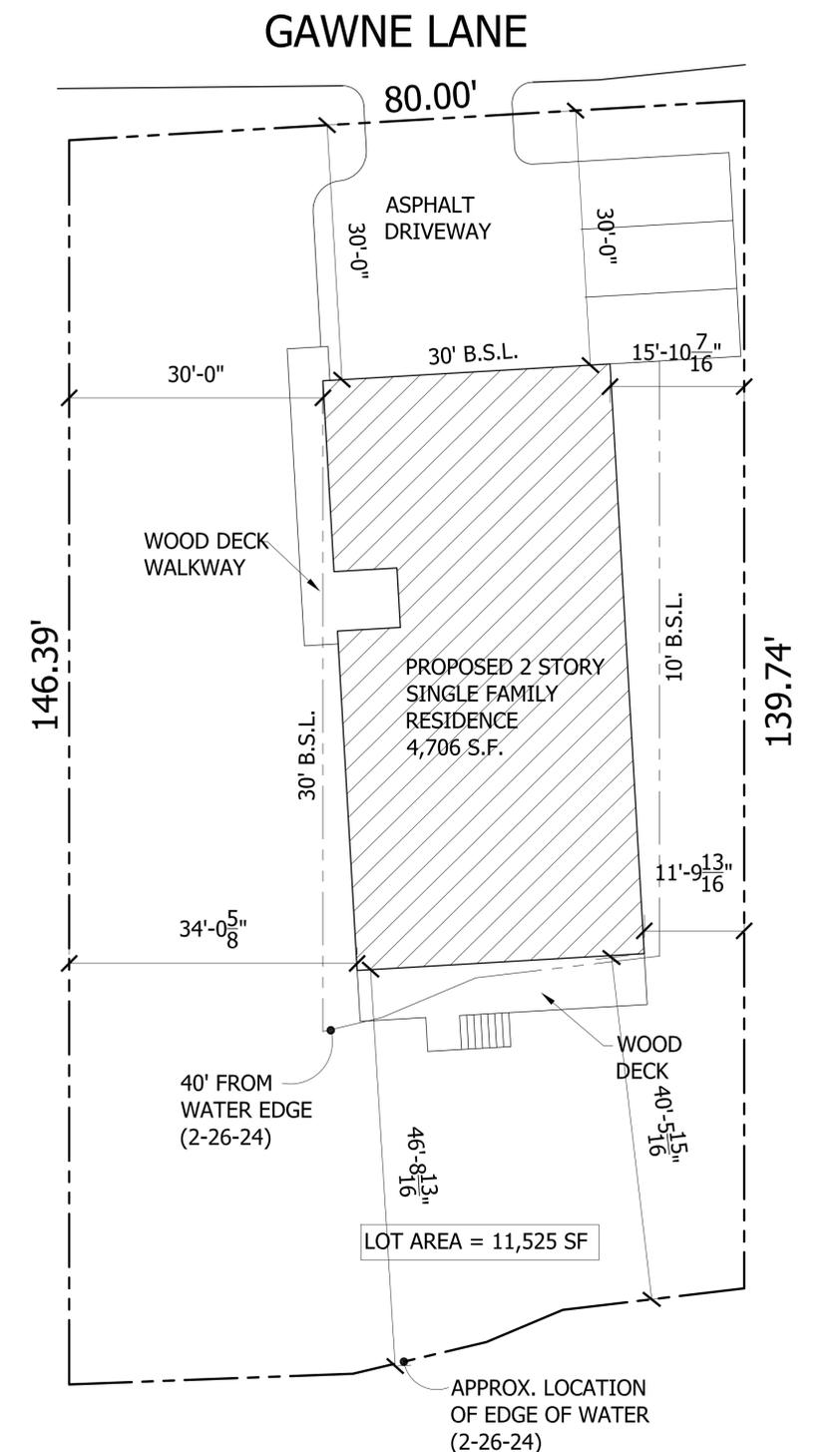
HOUSE ROOF	
2,459 SQ. FT. x 1/300 =	8.19 SQ. FT. REQUIRED
79' CONTINUOUS RIDGE VENT (0.13) =	10.27 SQ. FT.
SOFFIT VENTS PANELS =	10.27 SQ. FT.
TOTAL PROVIDED =	20.54 SQ. FT.

**ROOF PLAN**

SCALE: 1" = 10'



**WORSELEY STREET  
 (R.O.W.)**



(FOR REFERENCE ONLY - SEE PLOT OF SURVEY FOR MORE INFORMATION)

**SITE PLAN**

SCALE: 1" = 10'



PROJECT:  
**SINGLE FAMILY RESIDENCE**  
 102 WORSELEY STREET  
 YORKVILLE, IL 60560

CLIENT:  
 STEVE HOLLAND  
 819 Columbus Drive  
 Oswego, Illinois, 60543

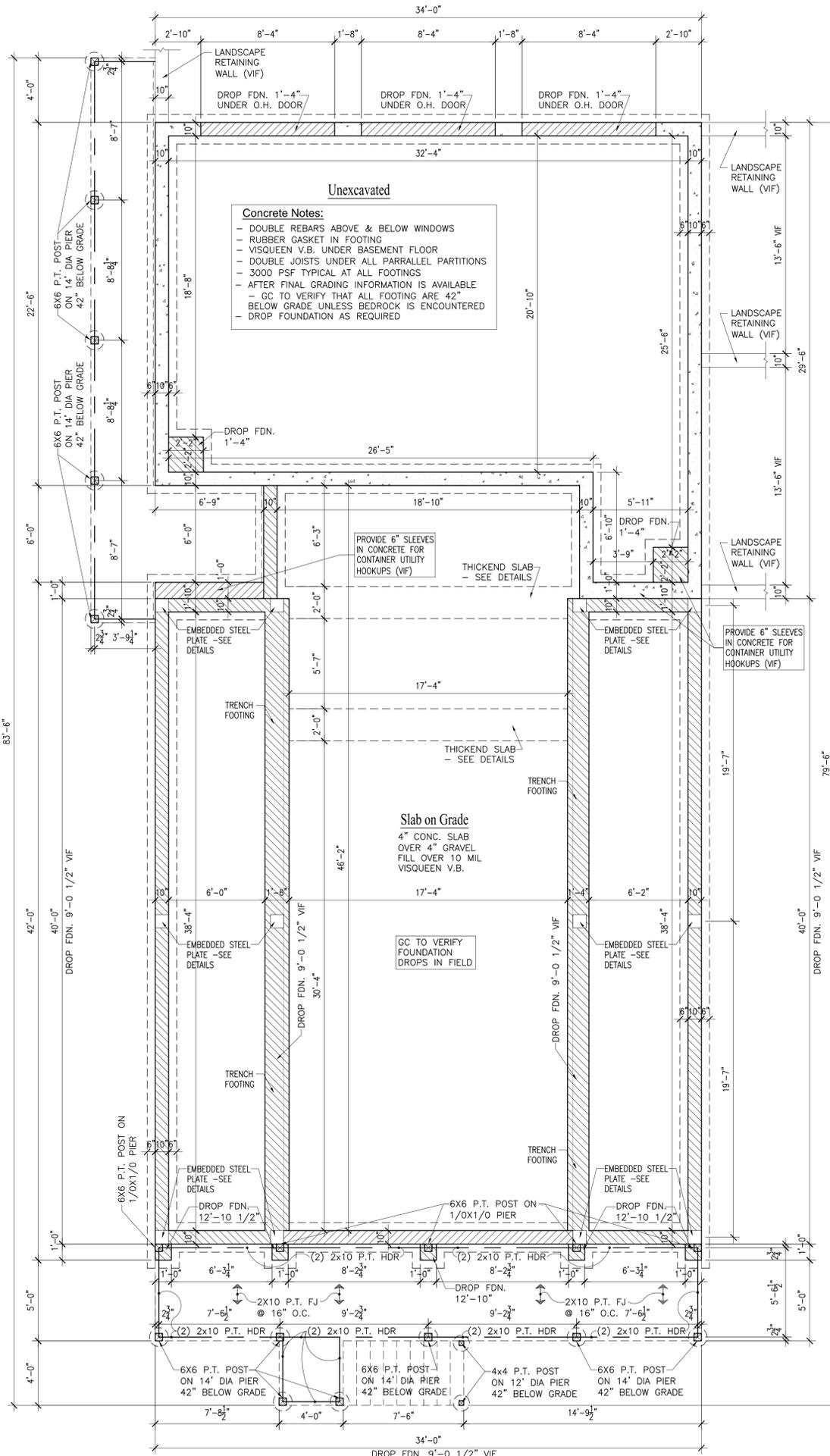
JOB NO. 23-132  
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 PLOT SCALE: 1"

OWNER APPROVAL

Signature \_\_\_\_\_  
 Date \_\_\_\_\_

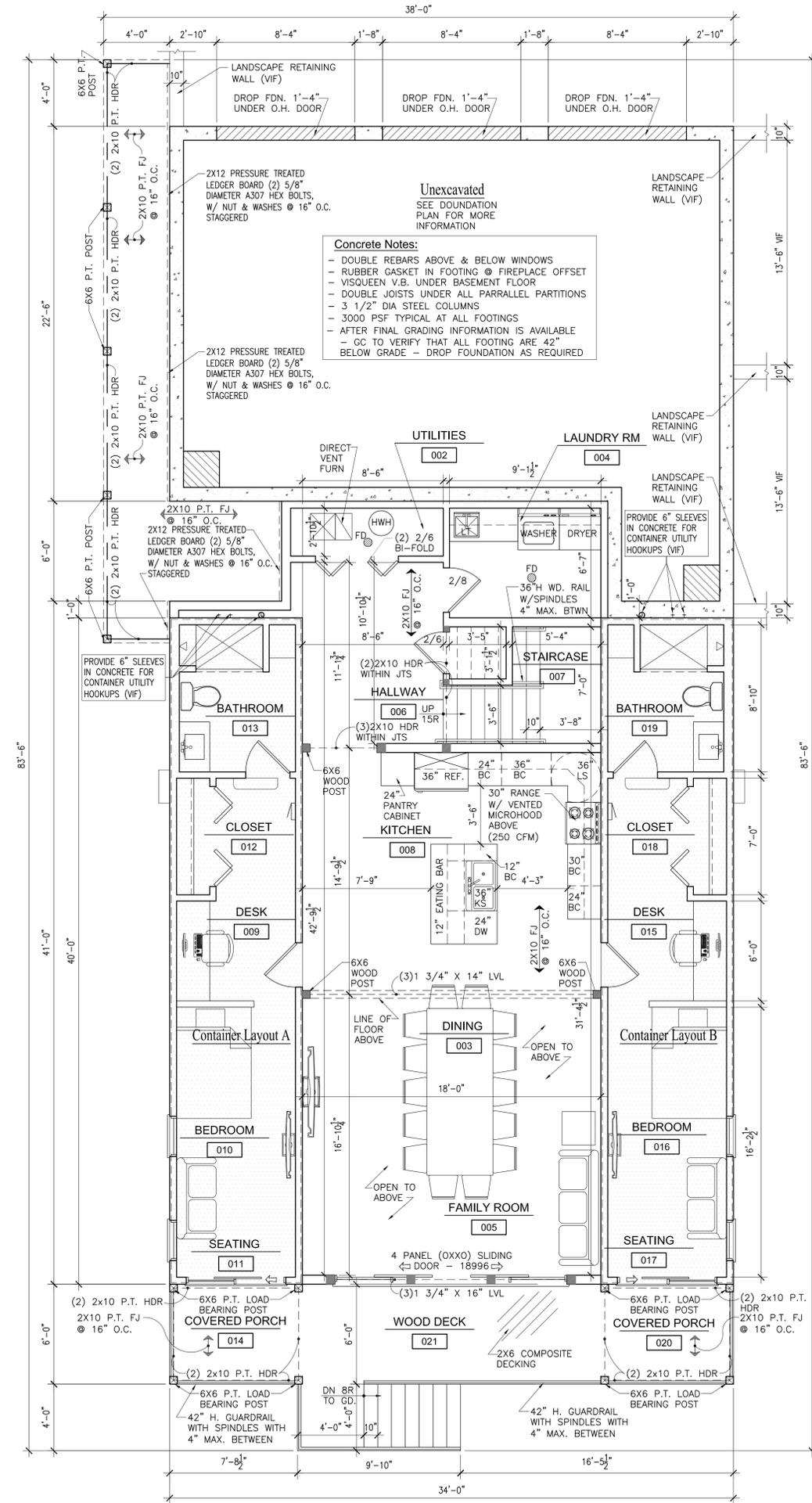
SHEET TITLE  
 SITE PLAN

SHEET NUMBER  
 SP1



**FOUNDATION PLAN**

SCALE: 1/4" = 1'-0"



**BASEMENT FLOOR PLAN**

SCALE: 1/4" = 1'-0"

**GENERAL NOTES:**

- ALL FLOOR JOISTS SHALL BE #2 DOMESTIC HEM-FIR OR #2 CANADIAN SPRUCE PINE FIR OR BETTER WITH BRIDGING U.N.O. ON PLANS.
- FOOTING SIZES REQ'D: 8" x 16" SUPPORTING FRAME 10" x 20" SUPPORTING BRICK VENEER DESIGN SOIL BEARING CAPACITY = 3000 PSF
- PROVIDE 1/2" OSB CORNER BRACING AND AT 20" INTERVALS MAX - OSB BRACING TO FOLLOW R602.10.2.1 AND R602.10.2.2
- FOUNDATION WALLS SHALL BE 10" THICK UNDER BRICK VENEER AND 8" THICK UNDER FRAME CONSTRUCTION.
- ALL CONSTRUCTION TO MEET APPLICABLE BUILDING CODES
- DOUBLE ALL JOIST UNDER WHIRLPOOL
- ALL FOOTINGS TO BEAR ON UNDISTURBED, NON-ORGANIC SOIL CAPABLE OF CARRYING 3,000 PSF MINIMUM AND TO BE A MINIMUM OF 42" BELOW GRADE
- STRUCTURAL STEEL TO BE A.S.T.M. A-36 REINFORCING STEEL TO BE GRADE 60
- ALL GLAZING TO FOLLOW R308 OF THE 2018 IRC AS REQUIRED. REQUIREMENTS PROVIDE SAFETY GLASS IN ALL DOORS, SIDELIGHTS, WINDOWS WITH GLAZING WITHIN 18" OF THE FLOOR & OVER 9 SQUARE FEET OF AREA, GLASS SHOWER ENCLOSURES, AND WINDOWS AT TUB AREA
- ANY WHIRLPOOL INSTALLATIONS ARE TO FOLLOW 2008 NEC
- DRYER VENT SHALL BE MADE OF GALVANIZED SHEET METAL OR ALUMINUM - VENT DRYERS AND EXHAUST FANS TO OUTSIDE
- A FIRE RATED DOOR IS REQUIRED BETWEEN THE GARAGE AND THE HOUSE - SOLID CORE WITH CLOSERS
- CONTRACTORS TO OBTAIN AND FOLLOW THE INSTALLATION DETAILS AND PROCEDURES FOR ALL MANUFACTURED PRODUCTS AS CALLED FOR IN THE MANUFACTURER'S SPECIFICATIONS THIS IS TO INCLUDE LVL BEAMS, JOISTS, SHINGLES, SIDING, INSULATION, WINDOWS, DOORS, APPLIANCES, ETC.
- WINDOW MANUFACTURER TO DESIGN AND PROVIDE NECESSARY REINFORCING FOR WIND LOADS IN MULLIONS OF COMBINED WINDOWS VERIFY LOAD REQUIREMENTS
- HEARTH EXTENSION - MIN. 16" TO FRONT & 8" TO SIDE OF FIREPLACE OPENING - IF OPENING IS 6 SQ. FT. OR GREATER 20" TO FRONT AND 12" TO SIDES.
- EMERGENCY EGRESS WINDOWS PER SEC R310 OF 2018 IRC
- PROVIDE A (1) HOUR FIRE SEPARATION AT WALLS AND CEILINGS IN GARAGE COMMON TO RESIDENCE - 5/8" TYPE "X" GYP. BD. AT WALLS AND CEILING AND PROTECTING ALL STRUCTURAL AND STEEL MEMBERS
- ARC-FAULT INTERRUPTER DISCONNECT (AFI) IS REQUIRED PER 2018 IRC E3902.11 OR 2008 NEC ARTICLE 210.12
- ALL OUTLETS IN GARAGE, BATHROOMS, KITCHEN, EXTERIOR AND BASEMENT TO BE GFI PROTECTED - OUTLETS AT FOR SUMP PUMP, FURNACE AND EJECTOR PITS TO BE SINGLE DEDICATED OUTLETS - SEE ELECTRICAL DRAWINGS
- ALL BEDROOMS SHALL HAVE AT LEAST ONE EGRESS WINDOW WITH A MINIMUM NET CLEAR OPENING OF 5.7 SQ. FT., A MINIMUM NET CLEAR OPENING HEIGHT DIMENSION OF 24". MINIMUM WIDTH OF 20" AND A MAXIMUM SILL HEIGHT OF 44" ABOVE THE FINISHED FLOOR. PROVIDE WINDOW FALL PROTECTION AS PER R312 OF THE 2018 IRC
- INSTALL (1) 110V ELECTRIC FIRE AND SMOKE DETECTOR ON EACH FLOOR, INCLUDING BASEMENT, AND EACH BEDROOM WIRED IN SERIES FOR SIMULTANEOUS ACTION
- ALL FRAMING DRILLED FOR PLUMBING VENTS OR SIMILAR HOLES SHALL BE A MINIMUM OF 2 x 8 STUDS IN LIEU OF 2 x 4 STUDS.
- ALL GUARDRAILS (VERANDA, BALCONY, DECK, AND INTERIOR STAIRWELLS, ETC.) SHALL HAVE BALUSTERS WHICH ARE SPACED SO THAT A 4" DIAMETER SPHERE CANNOT PASS-THRU.
- WINDOW FALL PROTECTION: ALL WINDOWS TO FOLLOW 4312 OF HE 2018 IRC AS REQUIRED

**ROOF RAFTER SCHEDULE**

RAFTER SIZE	RAFTER SPACING	MAX. SPAN VAULTED CLG.	MAX. SPAN NON-VAULTED
2 x 12	16" O.C.	19'-11"	21'-1"
2 x 10	16" O.C.	17'-2"	18'-2"
2 x 10	12" O.C.	19'-10"	21'-0"
2 x 8	16" O.C.	14'-0"	14'-11"

ALL RAFTERS SHALL BE MINIMUM SIZE AND SPACING PER SCHEDULE ABOVE UNLESS OTHERWISE NOTED ON PLANS - ALL RAFTERS SHALL BE #2 HEM - FIR (E = 1,400,000 MIN.) #2 CANADIAN SPRUCE PINE FIR (E = 1,400,000 MIN.) OR BETTER

**CEILING JOIST SCHEDULE**

JOIST SIZE	JOIST SPACING	MAX. SPAN
2 x 4	AT 16" O.C.	6'-6"
2 x 6	AT 16" O.C.	12'-0"
2 x 8	AT 16" O.C.	16'-0"
2 x 8	AT 12" O.C.	18'-6"
2 x 10	AT 16" O.C.	19'-7"
2 x 10	AT 12" O.C.	22'-7"
2 x 12	AT 16" O.C.	22'-8"
2 x 12	AT 12" O.C.	26'-3"

CEILING JOISTS SHALL BE #2 HEM - FIR, #2 CANADIAN SPRUCE PINE FIR OR BETTER. ALL JOISTS SHALL BE MINIMUM SIZE AND SPACING PER SCHEDULE ABOVE UNLESS OTHERWISE NOTED OTHERWISE ON PLANS.

**FLOOR JOIST SCHEDULE**

JOIST & SPACING	MAXIMUM SPAN	
	NON-SLEEPING ROOMS	SLEEPING ROOMS
L / 360	40# LL - 10# DL	30# LL - 10# DL
2 x 8 AT 12" O.C.	13'-2"	14'-6"
2 x 8 AT 16" O.C.	12'-0"	13'-2"
2 x 10 AT 12" O.C.	16'-10"	18'-6"
2 x 10 AT 16" O.C.	15'-2"	16'-10"
2 x 10 AT 16" O.C. DBL. EVERY OTHER JOIST	15'-9"	17'-5"
2 x 12 AT 12" O.C.	20'-4"	22'-6"
2 x 12 AT 16" O.C.	17'-7"	19'-8"
2 x 12 AT 16" O.C. DBL. EVERY OTHER JOIST	19'-1"	21'-4"

PROVIDE DBL. FLOOR JOIST BELOW ALL PARALLEL PARTITIONS, UNLESS NOTED OTHERWISE ON PLANS.  
ALL FLOOR JOISTS SHALL BE #2 DOMESTIC HEM-FIR, #2 CANADIAN SPRUCE PINE FIR OR BETTER.  
PROVIDE CROSS BRIDGING AT MAX. 8'-0" O.C.



664 W Veterans Pkwy, Suite A  
Yorkville, Illinois 60560  
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REVISIONS	DATE
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3	

PROJECT: SINGLE FAMILY RESIDENCE  
102 WORSLEY STREET  
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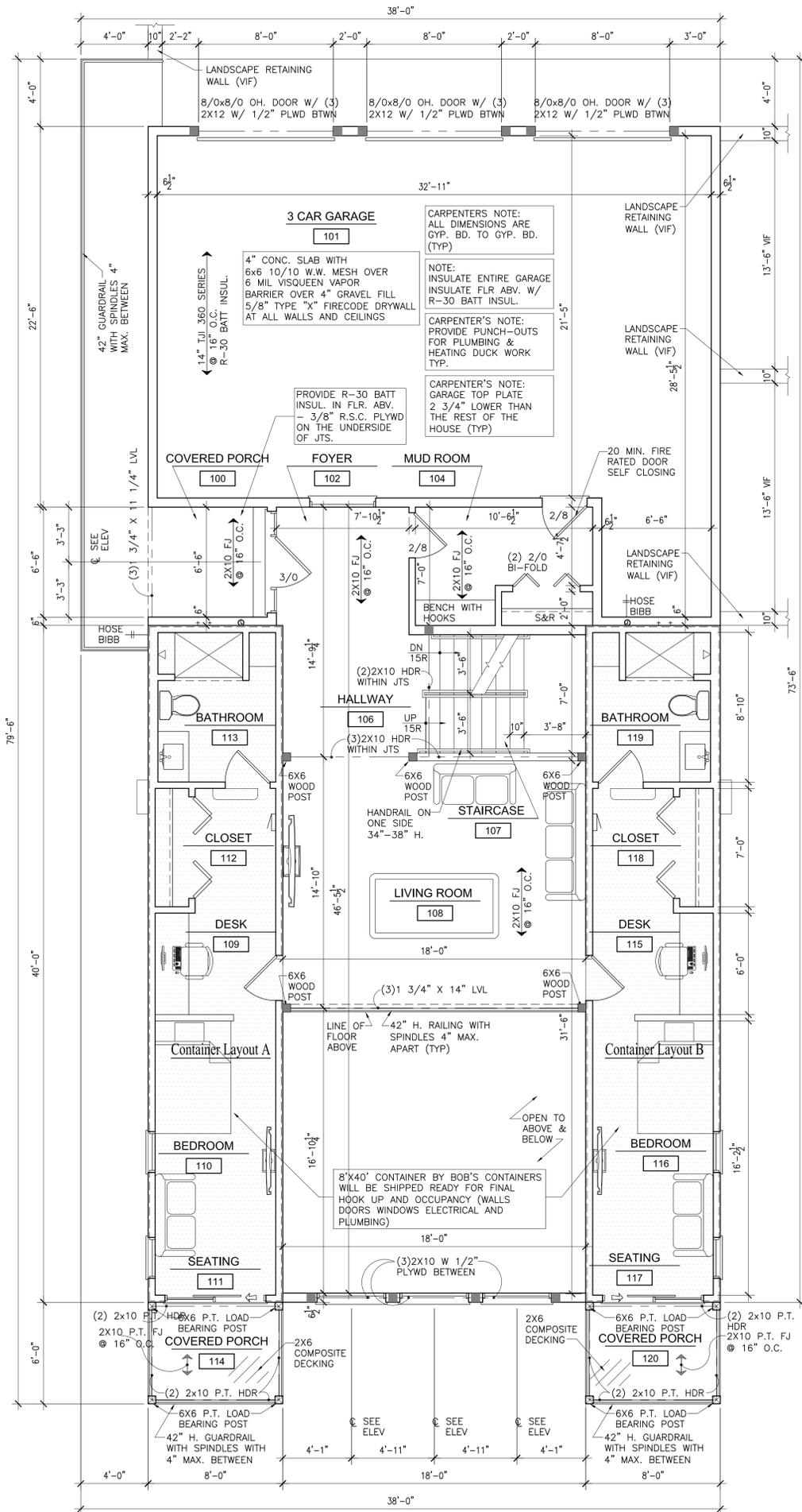
CLIENT: STEVE HOLLAND  
819 Columbus Drive  
Oswego, Illinois 60543

JOB NO. 23-132  
DATE 01-18-2024  
FILE  
PLOT SCALE: 1/4"

OWNER APPROVAL  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

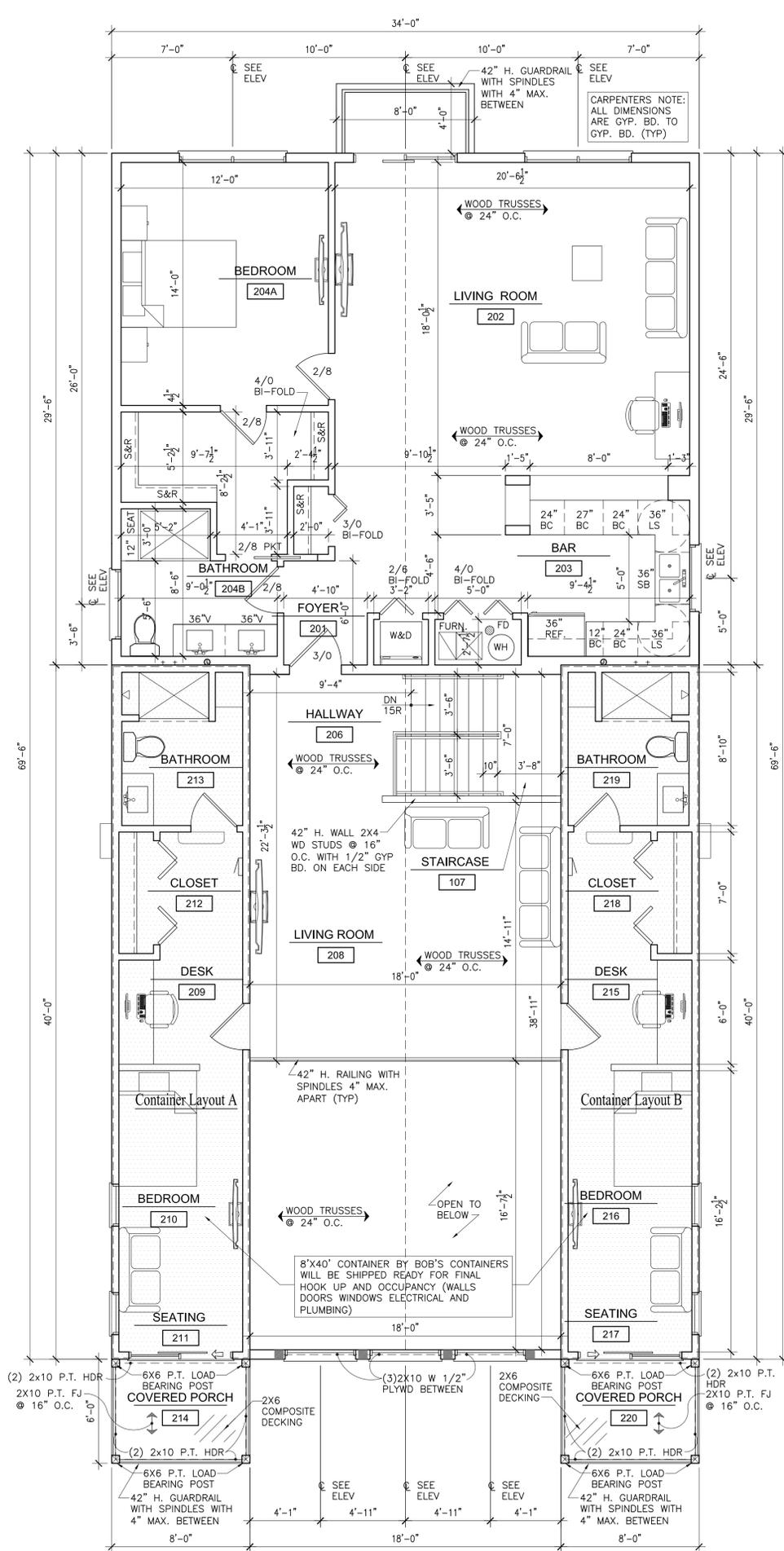
SHEET TITLE  
FOUNDATION AND  
BASEMENT FLOOR PLANS

SHEET NUMBER  
**A1**



**FIRST FLOOR PLAN**

SCALE: 1/4" = 1'-0"



**SECOND FLOOR PLAN**

SCALE: 1/4" = 1'-0"



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2 x 8	AT 12" O.C.	18'-6"
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2 x 10	AT 12" O.C.	22'-7"
2 x 12	AT 16" O.C.	22'-8"
2 x 12	AT 12" O.C.	26'-3"

CEILING JOISTS SHALL BE #2 HEM - FIR - #2 CANADIAN SPRUCE PINE FIR OR BETTER. ALL JOISTS SHALL BE MINIMUM SIZE AND SPACING PER SCHEDULE ABOVE UNLESS OTHERWISE NOTED OTHERWISE ON PLANS.

**FLOOR JOIST SCHEDULE**

JOIST & SPACING	MAXIMUM SPAN	
	NON-SLEEPING ROOMS	SLEEPING ROOMS
L / 360	40# LL - 10# DL	30# LL - 10# DL
2 x 8 AT 12" O.C.	13'-2"	14'-6"
2 x 8 AT 16" O.C.	12'-0"	13'-2"
2 x 10 AT 12" O.C.	16'-10"	18'-6"
2 x 10 AT 16" O.C.	15'-2"	16'-10"
2 x 10 AT 16" O.C. DBL. EVERY OTHER JOIST	15'-9"	17'-5"
2 x 12 AT 12" O.C.	20'-4"	22'-6"
2 x 12 AT 16" O.C.	17'-7"	19'-8"
2 x 12 AT 16" O.C. DBL. EVERY OTHER JOIST	19'-1"	21'-4"

PROVIDE DBL. FLOOR JOIST BELOW ALL PARALLEL PARTITIONS, UNLESS NOTED OTHERWISE ON PLANS.  
 ALL FLOOR JOISTS SHALL BE #2 DOMESTIC HEM-FIR, #2 CANADIAN SPRUCE PINE FIR OR BETTER.  
 PROVIDE CROSS BRIDGING AT MAX. 8'-0" O.C.



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PROJECT: SINGLE FAMILY RESIDENCE  
 102 WORSLEY STREET  
 YORKVILLE, IL 60560

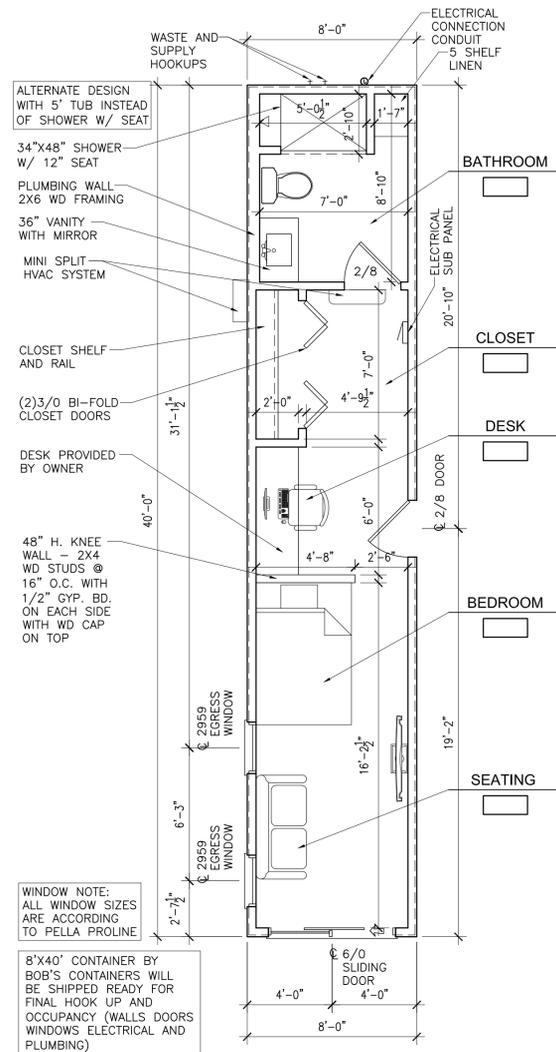
CLIENT: STEVE HOLLAND  
 819 Columbus Drive  
 Oswego, Illinois, 60543

JOB NO. 23-132  
 DATE 01-18-2024  
 FILE  
 PLOT SCALE 1:1

OWNER APPROVAL  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

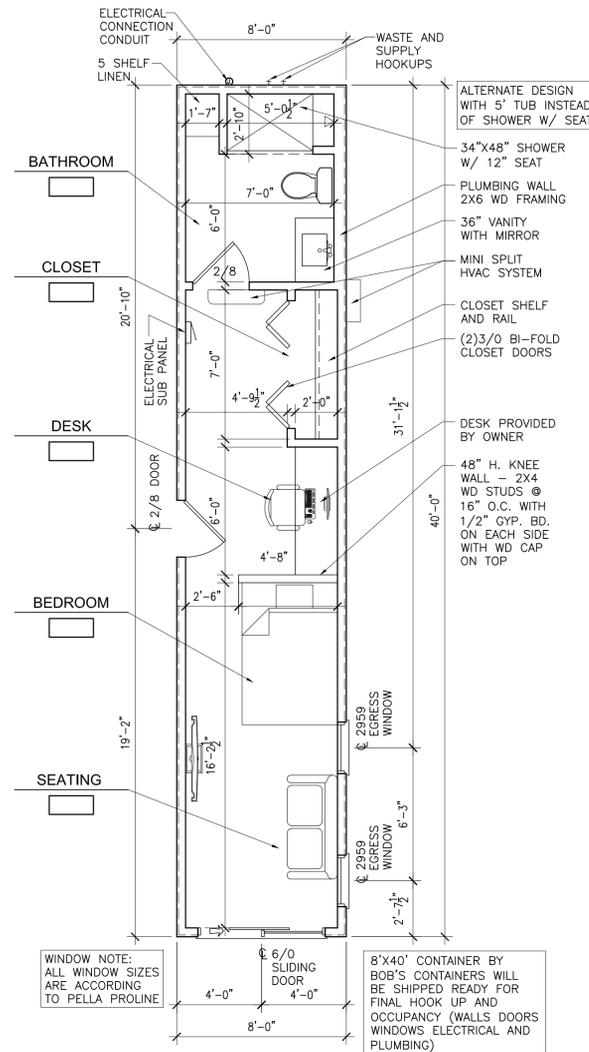
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**FIRST AND SECOND FLOOR PLAN**

SHEET NUMBER  
**A2**



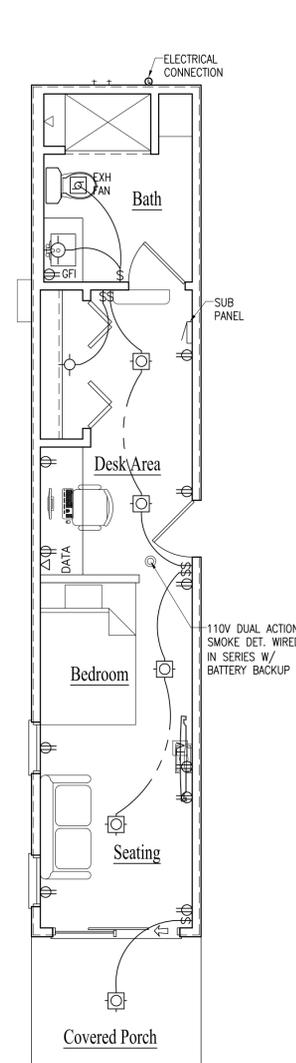
## CONTAINER LAYOUT A

SCALE: 1/4" = 1'-0"



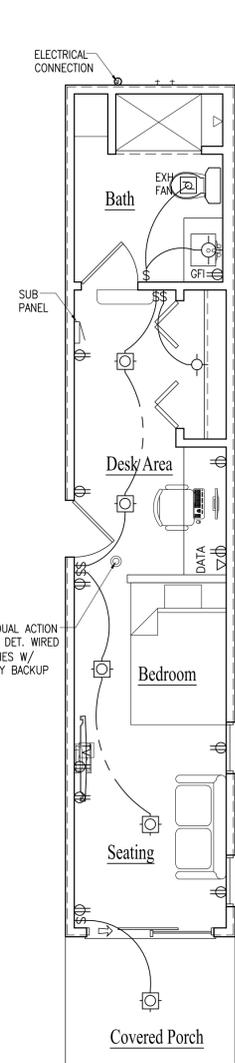
## CONTAINER LAYOUT B

SCALE: 1/4" = 1'-0"



## LAYOUT A ELEC.

SCALE: 1/4" = 1'-0"



## LAYOUT B ELEC.

SCALE: 1/4" = 1'-0"

## GENERAL NOTES:

- ALL FLOOR JOISTS SHALL BE #2 DOMESTIC HEM-FIR OR #2 CANADIAN SPRUCE PINE FIR OR BETTER WITH BRIDGING U.N.O. ON PLANS.
- FOOTING SIZES REQ'D: 8" x 16" SUPPORTING FRAME 10" x 20" SUPPORTING BRICK VENEER DESIGN SOIL BEARING CAPACITY = 3000 PSF
- PROVIDE 1/2" OSB CORNER BRACING AND AT 20' INTERVALS MAX - OSB BRACING TO FOLLOW R602.10.2.1 AND R602.10.2.2
- FOUNDATION WALLS SHALL BE 10" THICK UNDER BRICK VENEER AND 8" THICK UNDER FRAME CONSTRUCTION
- ALL CONSTRUCTION TO MEET APPLICABLE BUILDING CODES
- DOUBLE ALL JOIST UNDER WHIRLPOOL
- ALL FOOTINGS TO BEAR ON UNDISTURBED, NON-ORGANIC SOIL CAPABLE OF CARRYING 3,000 PSF MINIMUM AND TO BE A MINIMUM OF 42" BELOW GRADE
- STRUCTURAL STEEL TO BE A.S.T.M. A-36 REINFORCING STEEL TO BE GRADE 60
- ALL GLAZING TO FOLLOW R308 OF THE 2018 IRC AS REQUIRED. REQUIREMENTS PROVIDED SAFETY GLASS IN ALL DOORS, SIDELIGHTS, WINDOWS WITH GLAZING WITHIN 18" OF THE FLOOR & OVER 9 SQUARE FEET OF AREA, GLASS SHOWER ENCLOSURES, AND WINDOWS AT TUB AREA
- ANY WHIRLPOOL INSTALLATIONS ARE TO FOLLOW 2008 NEC
- DRYER VENT SHALL BE MADE OF GALVANIZED SHEET METAL OR ALUMINUM - VENT DRYERS AND EXHAUST FANS TO OUTSIDE
- A FIRE RATED DOOR IS REQUIRED BETWEEN THE GARAGE AND THE HOUSE - SOLID CORE WITH CLOSERS
- CONTRACTORS TO OBTAIN AND FOLLOW THE INSTALLATION DETAILS AND PROCEDURES FOR ALL MANUFACTURED PRODUCTS AS CALLED FOR IN THE MANUFACTURER'S SPECIFICATIONS THIS IS TO INCLUDE LIV. BEAMS, JOISTS, SHINGLES, SIDING, INSULATION, WINDOWS, DOORS, APPLIANCES, ETC.
- WINDOW MANUFACTURER TO DESIGN AND PROVIDE NECESSARY REINFORCING FOR WIND LOADS IN MULLIONS OF COMBINED WINDOWS VERIFY LOAD REQUIREMENTS
- HEARTH EXTENSION - MIN. 16" TO FRONT & 8" TO SIDE OF FIREPLACE OPENING - IF OPENING IS 6 SQ. FT. OR GREATER 20" TO FRONT AND 12" TO SIDES.
- EMERGENCY EGRESS WINDOWS PER SEC R310 OF 2018 IRC
- PROVIDE A (1) HOUR FIRE SEPARATION AT WALLS AND CEILINGS IN GARAGE COMMON TO RESIDENCE - 5/8" TYPE "X" GYP. BD. AT WALLS AND CEILING AND PROTECTING ALL STRUCTURAL AND STEEL MEMBERS
- ARC-FAULT INTERRUPTER DISCONNECT (AFCI) IS REQUIRED PER 2018 IRC E9902.11 OR 2008 NEC ARTICLE 210.12
- ALL OUTLETS IN GARAGE, BATHROOMS, KITCHEN, EXTERIOR AND BASEMENT TO BE GFI PROTECTED - OUTLETS AT FOR SUMP PUMP, FURNACE AND EJECTOR PITS TO BE SINGLE DEDICATED OUTLETS - SEE ELECTRICAL DRAWINGS
- ALL BEDROOMS SHALL HAVE AT LEAST ONE EGRESS WINDOW WITH A MINIMUM NET CLEAR OPENING OF 5.7 SQ. FT., A MINIMUM NET CLEAR OPENING HEIGHT DIMENSION OF 24", MINIMUM WIDTH OF 20" AND A MAXIMUM SILL HEIGHT OF 44" ABOVE THE FINISHED FLOOR. PROVIDE WINDOW FALL PROTECTION AS PER R312 OF THE 2018 IRC
- INSTALL (1) 110V ELECTRIC FIRE AND SMOKE DETECTOR ON EACH FLOOR, INCLUDING BASEMENT, AND EACH BEDROOM WIRED IN SERIES FOR SIMULTANEOUS ACTION
- ALL FRAMING DRILLED FOR PLUMBING VENTS OR SIMILAR HOLES SHALL BE A MINIMUM OF 2 x 6 STUDS IN LIEU OF 2 x 4 STUDS.
- ALL GUARDRAILS (VERANDA, BALCONY, DECK, AND INTERIOR STAIRWELLS, ETC.) SHALL HAVE BALUSTERS WHICH ARE SPACED SO THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH.
- WINDOW FALL PROTECTION: ALL WINDOWS TO FOLLOW 4312 OF THE 2018 IRC AS REQUIRED

## ROOF RAFTER SCHEDULE

RAFTER SIZE	RAFTER SPACING	MAX. SPAN VAULTED CLG.	MAX. SPAN NON-VAULTED
2 x 12	16" O.C.	19'-11"	21'-1"
2 x 10	16" O.C.	17'-2"	18'-2"
2 x 10	12" O.C.	19'-10"	21'-0"
2 x 8	16" O.C.	14'-0"	14'-11"

ALL RAFTERS SHALL BE MINIMUM SIZE AND SPACING PER SCHEDULE ABOVE UNLESS OTHERWISE NOTED ON PLANS - ALL RAFTERS SHALL BE # 2 HEM - FIR ( E = 1,200,000 MIN. ) # 2 CANADIAN SPRUCE PINE FIR ( E = 1,400,000 MIN. ) OR BETTER

## CEILING JOIST SCHEDULE

JOIST SIZE	JOIST SPACING	MAX. SPAN
2 x 4	AT 16" O.C.	6'-6"
2 x 6	AT 16" O.C.	12'-0"
2 x 8	AT 16" O.C.	16'-0"
2 x 8	AT 12" O.C.	18'-6"
2 x 10	AT 16" O.C.	19'-7"
2 x 10	AT 12" O.C.	22'-7"
2 x 12	AT 16" O.C.	22'-8"
2 x 12	AT 12" O.C.	26'-3"

CEILING JOISTS SHALL BE # 2 HEM - FIR - # 2 CANADIAN SPRUCE PINE FIR OR BETTER. ALL JOISTS SHALL BE MINIMUM SIZE AND SPACING PER SCHEDULE ABOVE UNLESS OTHERWISE NOTED OTHERWISE ON PLANS.

## FLOOR JOIST SCHEDULE

JOIST & SPACING	MAXIMUM SPAN	
	NON-SLEEPING ROOMS	SLEEPING ROOMS
L / 360	40# LL - 10# DL	30# LL - 10# DL
2 x 8 AT 12" O.C.	13'-2"	14'-6"
2 x 8 AT 16" O.C.	12'-0"	13'-2"
2 x 10 AT 12" O.C.	16'-10"	18'-6"
2 x 10 AT 16" O.C.	15'-2"	16'-10"
2 x 10 AT 16" O.C. DBL. EVERY OTHER JOIST	15'-9"	17'-5"
2 x 12 AT 12" O.C.	20'-4"	22'-6"
2 x 12 AT 16" O.C.	17'-7"	19'-8"
2 x 12 AT 16" O.C. DBL. EVERY OTHER JOIST	19'-1"	21'-4"

PROVIDE DBL. FLOOR JOIST BELOW ALL PARALLEL PARTITIONS, UNLESS NOTED OTHERWISE ON PLANS.  
ALL FLOOR JOISTS SHALL BE #2 DOMESTIC HEM-FIR, # 2 CANADIAN SPRUCE PINE FIR OR BETTER.  
PROVIDE CROSS BRIDGING AT MAX. 8'-0" O.C.



AGAMA DESIGNS  
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FOR CONST.	

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PROJECT:  
SINGLE FAMILY RESIDENCE  
102 WORSLEY STREET  
YORKVILLE, IL 60560

CLIENT:  
STEVE HOLLAND  
819 Columbus Drive  
Oswego, Illinois, 60543

JOB NO. 23-132  
DATE 01-18-2024  
FILE  
PLOT SCALE 1:1

OWNER APPROVAL

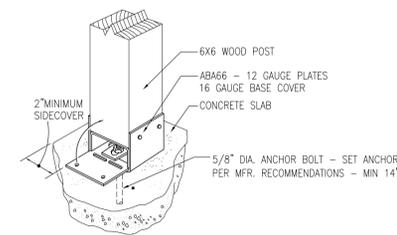
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Date \_\_\_\_\_

SHEET TITLE  
CONTAINER DETAILS

SHEET NUMBER

A3



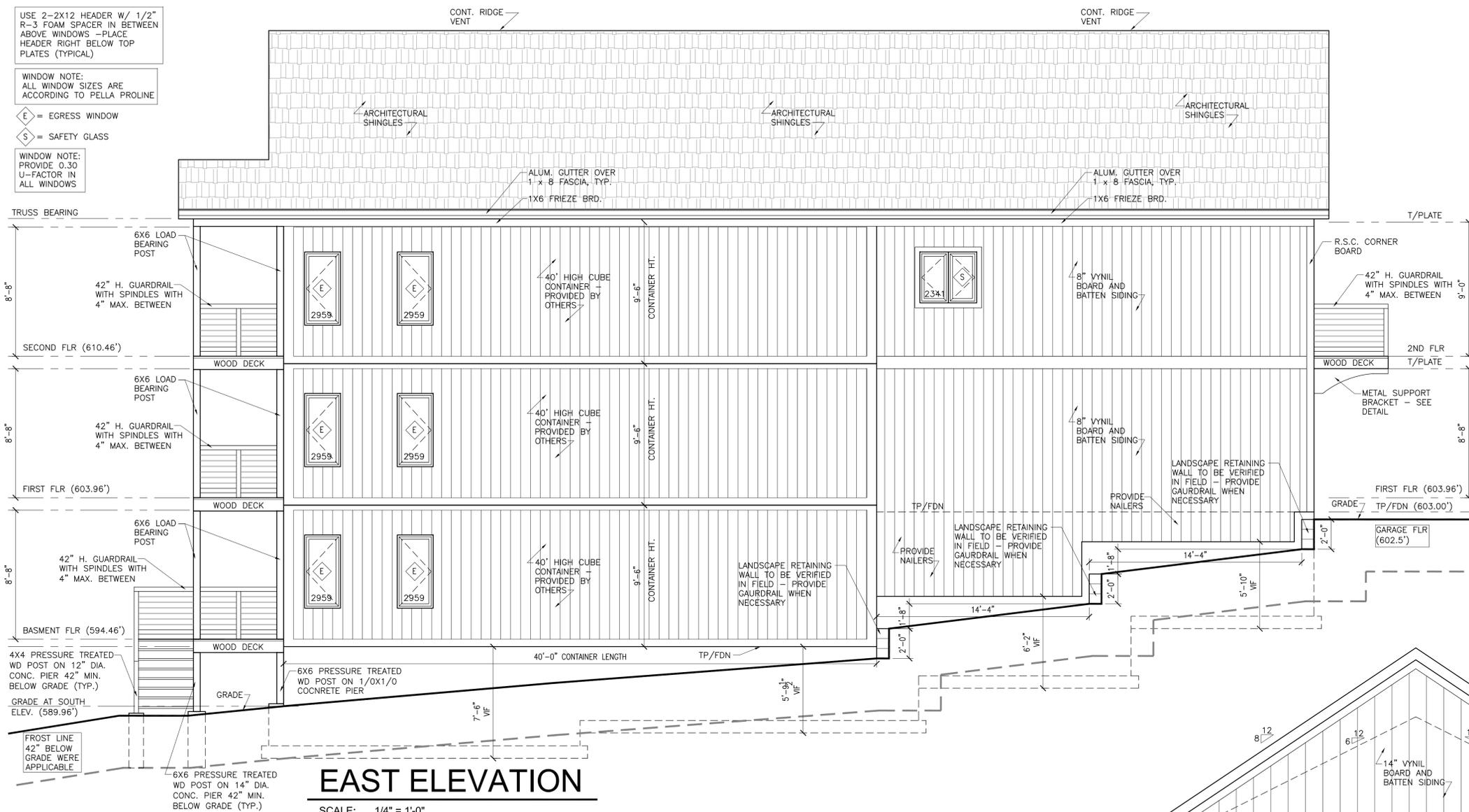
**WOOD POST DETAIL**

SCALE: NTS

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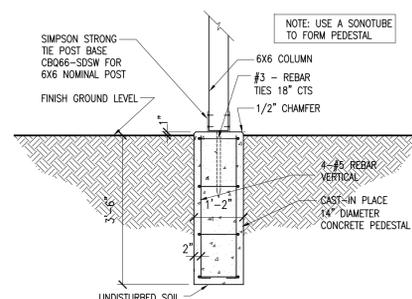
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AREAS	
BASEMENT AREA	1,521 S.F.
1ST FLOOR	1,205 S.F.
2ND FLOOR AREA	1,990 S.F.
GARAGE AREA	801 S.F.
<b>TOTAL AREA - GARAGE NOT INCLUDED</b>	<b>4,716 S.F.</b>



**EAST ELEVATION**

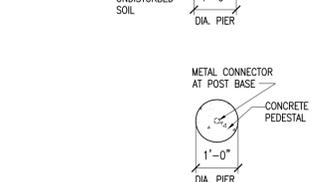
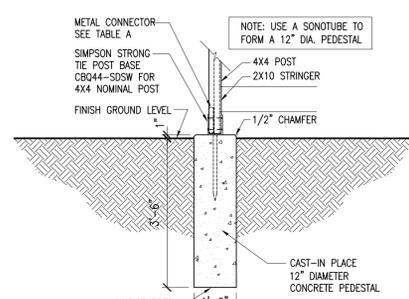
SCALE: 1/4" = 1'-0"



- NOTES:
- CONTRACTOR TO LOCATE UTILITIES PRIOR TO EXCAVATING FOR FOUNDATION
  - CONTRACTOR TO NOTIFY (1-312-744 700) 48 HOURS MIN. PRIOR TO EXCAVATION
  - REINFORCEMENT TO BE ASTM A-615, GR-60 EPOXY COATED
  - CONC. TO HAVE FC=3,000 PSI W/ 5-8% AIR ENTRAINMENT

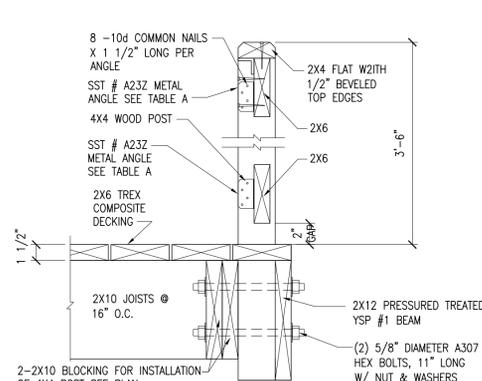
**PIER DETAIL**

SCALE: 1/2"=1'-0"



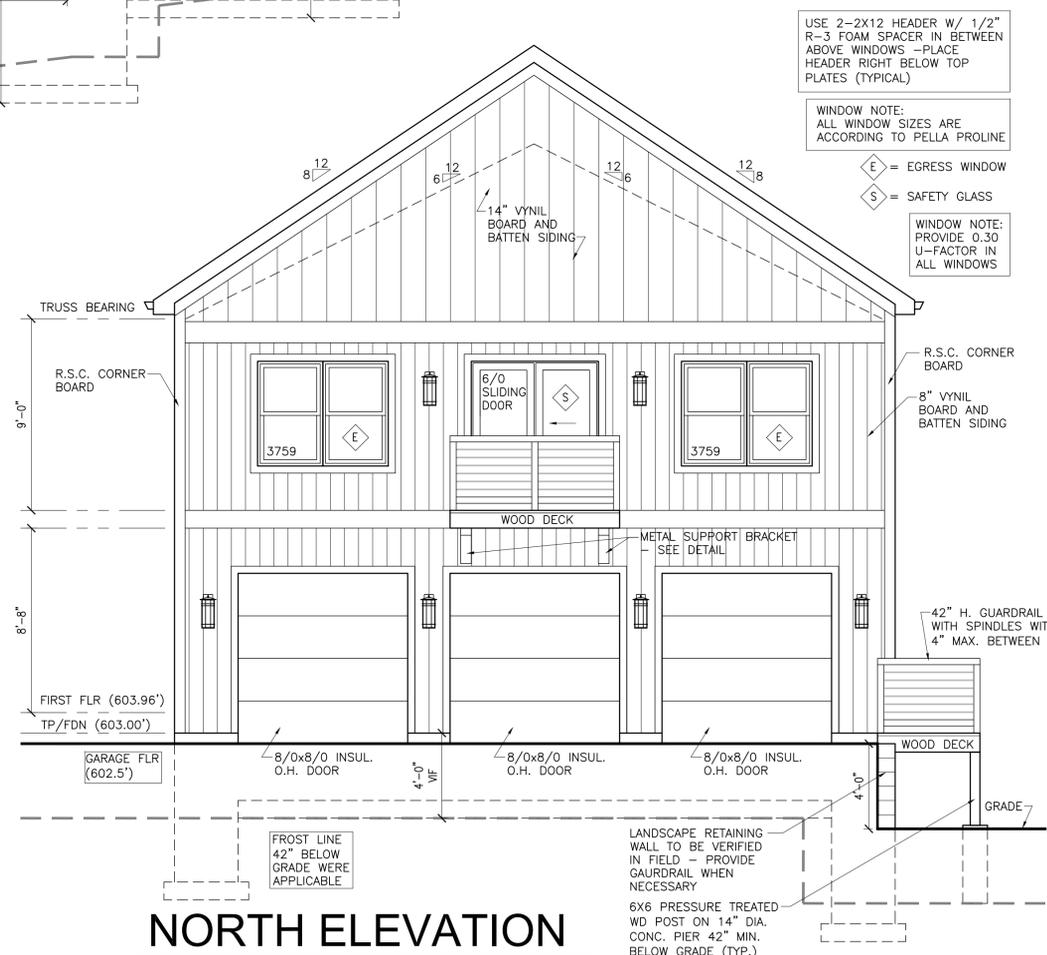
**PIER DETAIL**

SCALE: 1/2"=1'-0"



**POST DETAIL**

SCALE: 1 1/2"=1'-0"



**NORTH ELEVATION**

SCALE: 1/4" = 1'-0"

PROJECT: **SINGLE FAMILY RESIDENCE**  
**102 WORSLEY STREET**  
**YORKVILLE, IL 60560**

CLIENT: **STEVE HOLLAND**  
 819 Columbus Drive  
 Oswego, Illinois, 60543

JOB NO. 23-132  
 DATE 01-18-2024  
 FILE  
 PLOT SCALE 1:1  
 OWNER APPROVAL

Signature \_\_\_\_\_  
 Date \_\_\_\_\_

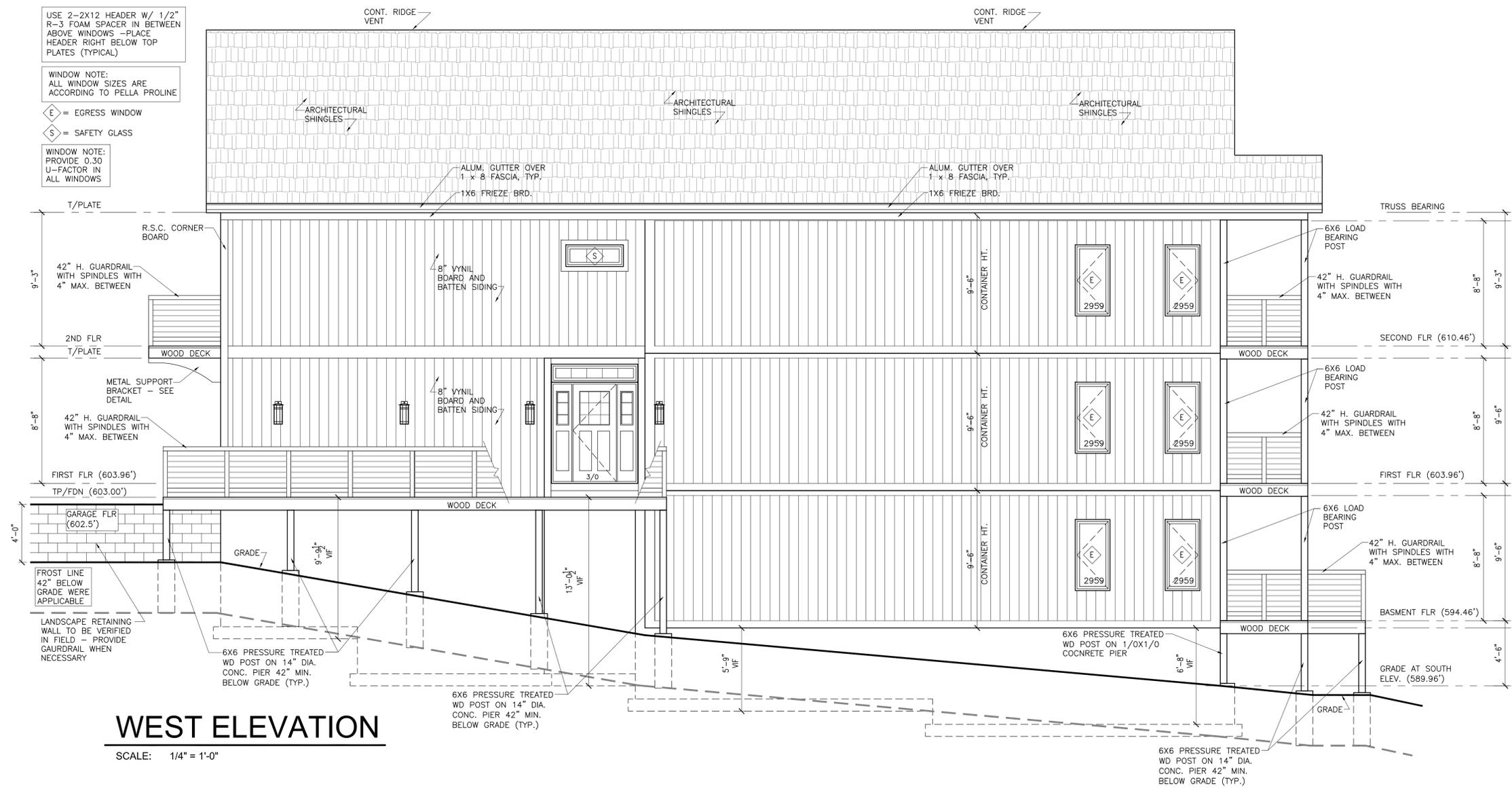
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**EXTERIOR ELEVATIONS**

SHEET NUMBER  
**A4**

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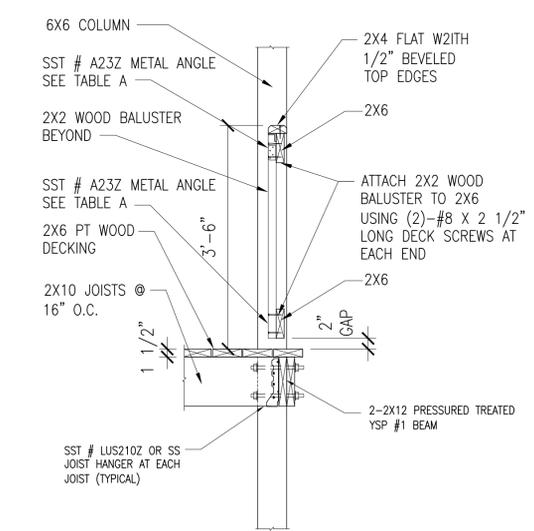
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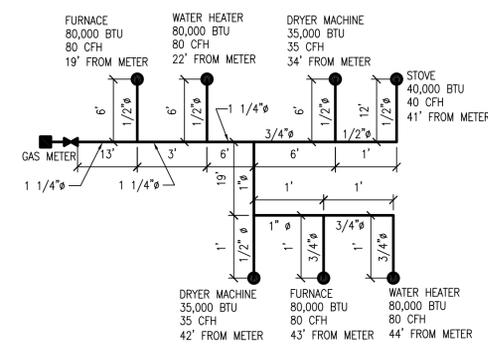
**WEST ELEVATION**

SCALE: 1/4" = 1'-0"



**POST DECK DETAIL**

SCALE: 1"=1'-0"



**GAS RISER DIAGRAMS**

SCALE: NTS

FUEL GAS SCHEDULE	
FROM TABLE G2413.4(1)	
PIPING TYPE	SCHEDULE 40 METALLIC PIPE
GAS	NATURAL
INLET PRESSURE	LESS THAN 2 PSI
PRESSURE DROP	0.5 IN. W.C.
SPECIFIC GRAVITY	0.60

**ELECTRIC LOAD CALCULATIONS**

**GENERAL LIGHTING AND RECEPTACLE LOADS**  
 2,085 S.F. DWELLING UNIT  
 2 SMALL APPLIANCE CIRCUITS  
 1 LAUNDRY CIRCUIT

**120V. SINGLE PHASE LOADS**  
 2600 VA WATER PUMP  
 1000 VA DISPOSAL  
 1200 VA COMPACTOR  
 1600 VA DISHWASHER

**240 V. SINGLE PHASE LOADS**  
 5000 VA DRYER  
 6000 VA A/C UNIT  
 20,000 VA HEATING UNIT  
 6000 VA WATER HEATER  
 10,000 VA OVEN  
 9000 VA COOKTOP  
 800 VA BLOWER MOTOR  
 1000 VA WHIRLPOOL PUMP

**PANEL SCHEDULE**

*225A MAIN LUGS ONLY		*****		*120/240V, 1PH, 3W	
*SURFACE MOUNT		<b>PANELBOARD "A"</b>		*10,000 AIC	
		*****		*GROUND BAR	
CCT. NO.	LOAD NAME	BRKR. A/P	CCT. NO.	LOAD NAME	BRKR. A/P
1	PANEL GFI	20/1	2	WALK AND HALL LIGHTS AND RECEPT.	20/1
3	FOYER, STUDY, LIVING RM LIGHTS	15/1	4	MASTER BEDROOM LIGHTS & RECEPT.	15/1
5	DINING & KITCHEN LIGHTS	15/1	6	FAMILY ROOM LIGHTS RECEPTACLES	15/1
7	SMALL APPLIANCES CIRCUIT	20/1	8	SMOKE DETECTORS	15/1
9	SMALL APPLIANCES CIRCUIT	20/1	10	DINING ROOM RECEPTACLES	15/1
11	OVEN RECEPTACLE	20/1	12	KITCHEN GFI RECEPTACLE	20/1
13	MICROWAVE	20/1	14	DRYER	20/1
15	UPPER HALL LIGHTS & RECEPTACLES	15/1	16	WASHER / DISPOSAL	20/1
17	RECEPTACLES	15/1	18	REFRIG	20/1
19	RECEPTACLES	15/1	20	EJECTOR PIT (1 POLE)	15/1
21	CONDENSING UNIT-2	20/1	22	CONDENSING UNIT-1	20/1
23	SPARE	20/1	24	SPARE	20/1
25	SUMP PUMP (1 POLE)	15/1	26	BASMENT LIGHTS	15/1
27	POWDER ROOM GFI	20/1	28	LAUNDRY RECEPTACLE	20/1
29	FURNACE 1	15/1	30	SPARE	15/1
31	BEDROOM 1, BATHROOM 1 LIGHTS	15/1	32	BEDROOMS 2 AND 3 LIGHTS	15/1
33	SPARE	15/1	34	BATH 2 GFI RECEPTACLES	20/1
35	GARAGE LIGHTS	20/1	36	BATH 3 GFI RECEPTACLE	20/1
37	GARAGE OUTLETS	20/1	38	GARAGE OPENER OUTLETS	20/1
39	SPARE	20/1	40	SPARE	20/1
41	SPARE	20/1	42	SPARE	20/1
++ VERIFY CIRCUIT SIZE WITH EQUIPMENT MFR.		FEEDER SIZE		2/0	
PHASES A & B I = 223 A		NEUTRAL SIZE		4	
		EQ. GROUNDING CONDUCTOR		6	

PROJECT: **SINGLE FAMILY RESIDENCE**  
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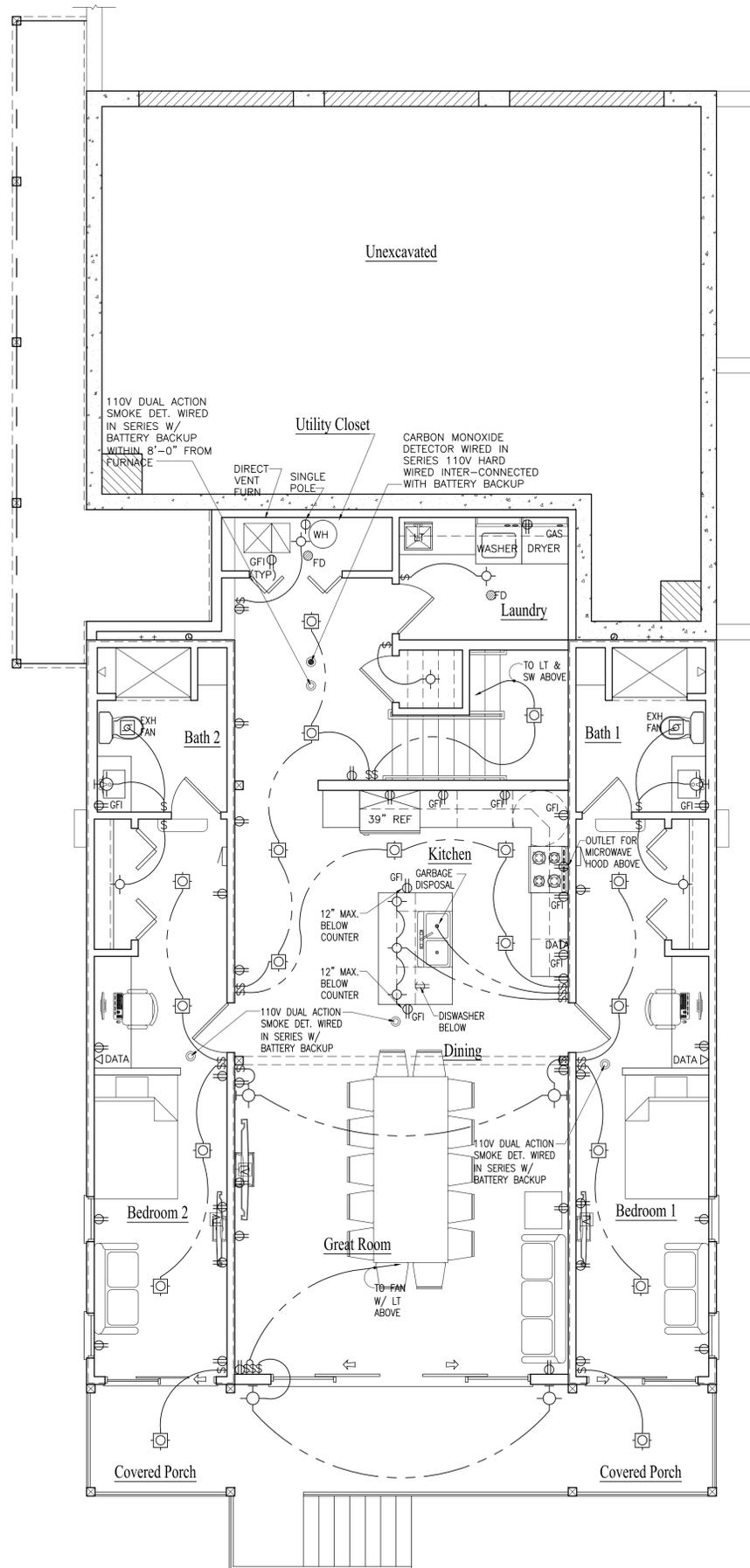
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SHEET TITLE  
**EXTERIOR ELEVATIONS**

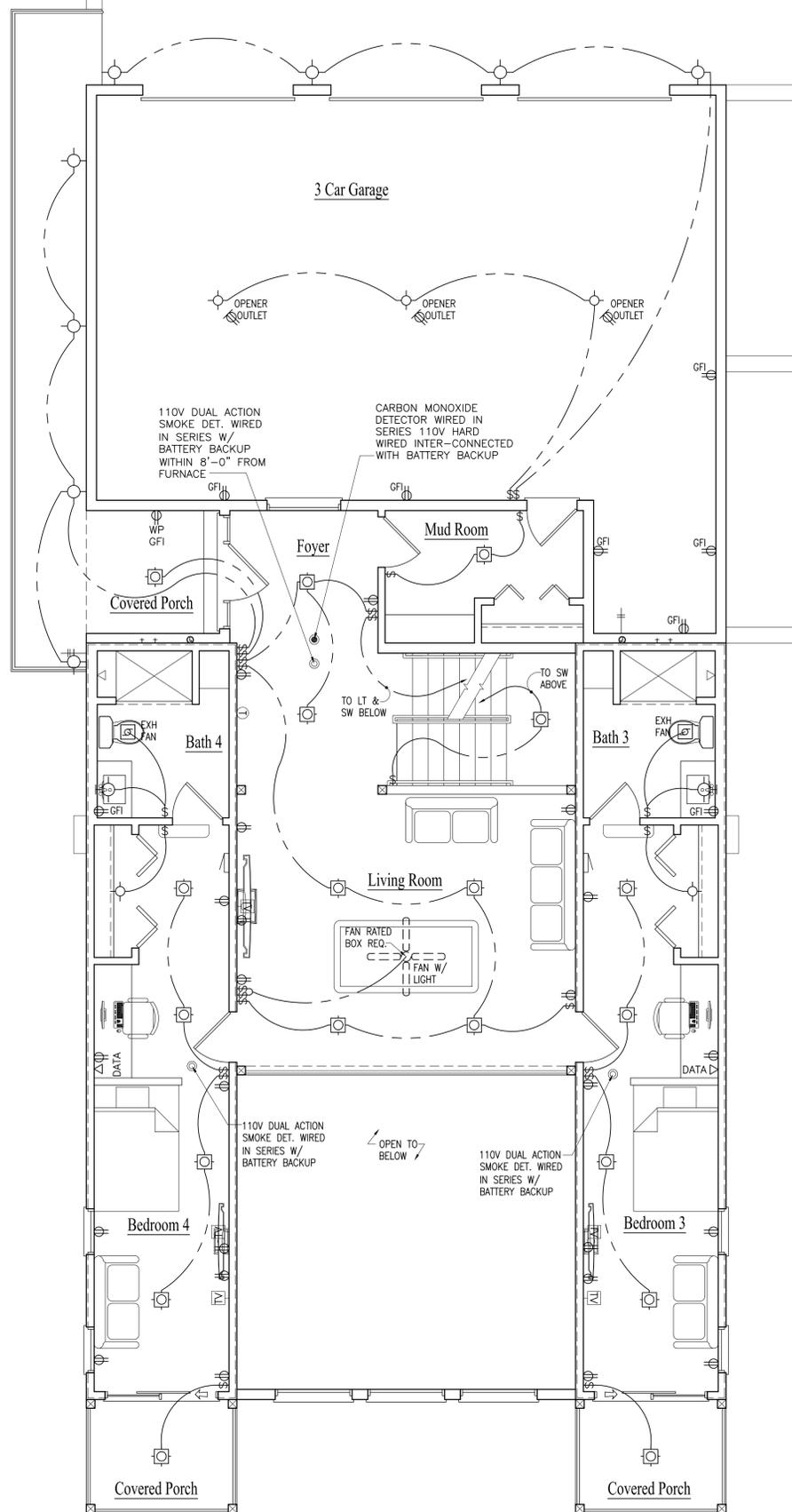
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**A5**





### BASEMENT ELECTRIC PLAN

SCALE: 1/4" = 1'-0"



### FIRST FLOOR ELECTRIC PLAN

SCALE: 1/4" = 1'-0"



### ELECTRIC KEY

- 120 V. DUPLEX OUTLET
- 220 V. OUTLET
- THERMOSTAT
- DIMMER
- DOOR BELL
- SINGLE POLE SWITCH
- SPEAKER OUTLET
- TELEPHONE OUTLET
- EXIT SIGN
- TV ANTENNA OUTLET
- JUNCTION BOX
- CARBON MONOXIDE DETECTOR
- ETHERNET OUTLET
- SPEAKER CONTROL
- RECESSED LED
- CEILING LED
- PULL CHAIN FLUORESCENT
- WALL MOUNT LED
- EXHAUST FAN
- SMOKE DETECTOR
- LOCATION BY OWNER
- EXISTING DEVICE
- REMOVE OF RELOCATE
- SMOKE DETECTOR
- CAT OUTLET

PROVIDE WALL SWITCH CONTROLLED LIGHT FIXTURE FLUORESCENTS IN ALL CLOSETS OVER 5 S.F. ALL

FIRE AND SMOKE DETECTORS SHALL BE HARDWIRED AND INTERCONNECTED FOR SIMULTANEOUS ACTUATION. PROVIDE A MINIMUM OF ONE DETECTOR PER FLOOR AS SHOWN ON PLAN



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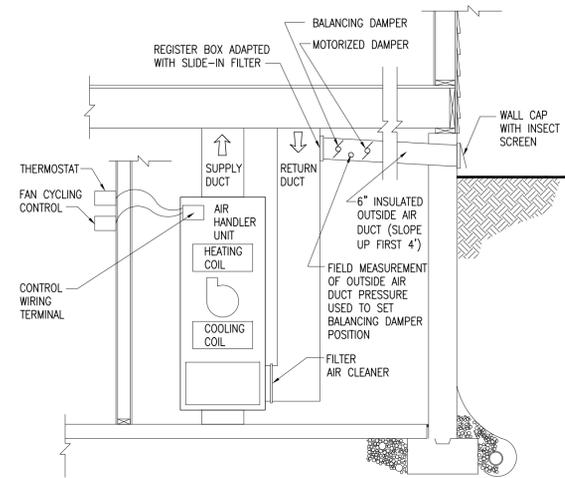
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SHEET TITLE  
BASEMENT AND FIRST  
FLOOR ELECTRIC PLANS

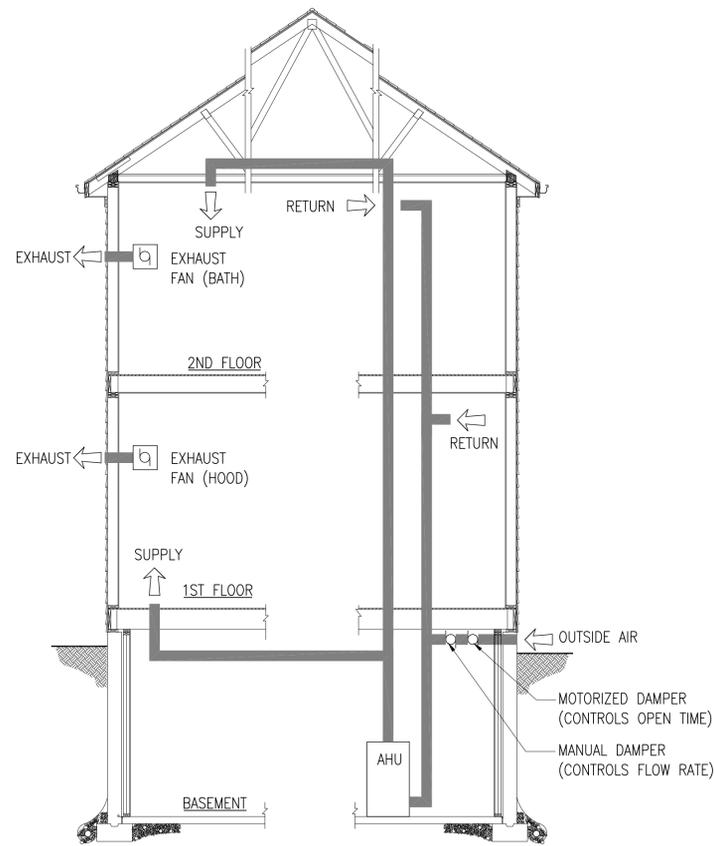
SHEET NUMBER  
**A7**





### AHU OUTSIDE AIR DETAIL

SCALE: NT.



1. OUTSIDE AIR DUCT SHOULD BE INSULATED AND POSITIONED SO THAT THERE IS A FALL/SLOPE TOWARD THE OUTSIDE TO DRAIN ANY POTENTIAL CONDENSATION DUE TO BLOWN SNOW\*
2. MOTORIZED DAMPER ALLOWS CONTROL OF VENTILATION AIR DUTY CYCLE (I.E., OPEN TIME) SEPARATE FROM AIR HANDLER DUTY CYCLE (I.E. RUN TIME)\*
3. CONTROLLER CAN BE MOUNTED ON THE AIR HANDLER, OR IN THE MAIN SPACE NEAR THE THERMOSTAT\*
4. BALANCING DAMPER ADJUSTED TO PROVIDE REQUIRED AIR FLOW\*
5. MIXED RETURN AIR (15% OR LESS OUTSIDE AIR MIXED WITH 85% OR MORE INSIDE AIR) TEMPERATURE SHOULD NOT DROP BELOW 55° FAHRENHEIT, OR FOLLOW FURNACE MANUFACTURER'S INSTRUCTIONS.

### WHMV SYSTEM DIAGRAM

SCALE: NTS

### M1505.4 Whole-House Mechanical Ventilation System

Whole-house mechanical ventilation systems shall be designed in accordance with Sections M1505.4.1 through M1505.4.4.  
**M1505.4.1 System Design**  
 The whole-house ventilation system shall consist of one or more supply or exhaust fans, or a combination of such, and associated ducts and controls. Local exhaust or supply fans are permitted to serve as such a system. Outdoor air ducts connected to the return side of an air handler shall be considered as providing supply ventilation.  
**M1505.4.2 System Controls**  
 The whole-house mechanical ventilation system shall be provided with controls that enable manual override.  
**M1505.4.3 Mechanical Ventilation Rate**  
 The whole house mechanical ventilation system shall provide outdoor air at a continuous rate as determined in accordance with Table M1505.4.3(1) or Equation 15-1.  
 (Equation 15-1)  
 Exception: The whole-house mechanical ventilation system is permitted to operate intermittently where the system has controls that enable operation for not less than 25 percent of each 4-hour segment and the ventilation rate prescribed in Table M1505.4.3(1) is multiplied by the factor determined in accordance with Table M1505.4.3(2).

TABLE M1505.4.3(1)  
CONTINUOUS WHOLE-HOUSE MECHANICAL VENTILATION SYSTEM AIRFLOW RATE REQUIREMENTS

DWELLING UNIT FLOOR AREA (SQUARE FOOTAGE)	NUMBER OF BEDROOMS				
	0-1	2-3	4-5	6-7	> 7
< 1,500	30	45	60	75	90
1,501 - 3,000	45	60	75	90	105
3,001 - 4,500	60	75	90	105	120
4,501 - 6,000	75	90	105	120	135
6,001 - 7,500	90	105	120	135	150
> 7,500	105	120	135	150	165

FOR SI: 1 SQUARE FOOT = 0.0929 M<sup>2</sup>, 1 CUBIC FOOT PER MINUTE = 0.0004719 M<sup>3</sup>/S.

TABLE M1505.4.3(2)  
INTERMITTENT WHOLE-HOUSE MECHANICAL VENTILATION

RUN-TIME PERCENTAGE IN EACH 4-HOUR SEGMENT	25%	33%	50%	66%	75%	100%
	FACTOR <sup>a</sup>	4	3	2	1.2	1.3

a. For ventilation system run time values between those given, the factors are permitted to be determined by interpolation.  
 b. Extrapolation beyond the table is prohibited.

TABLE M1505.4.4

MINIMUM REQUIRED LOCAL EXHAUST RATES FOR ONE- AND TWO-FAMILY DWELLINGS

AREA TO BE EXHAUSTED	EXHAUST RATES
KITCHENS	100 CFM INTERMITTENT OR 25 CFM CONTINUOUS
BATHROOMS - TOILET ROOMS	MECHANICAL EXHAUST CAPACITY OF 50 CFM INTERMITTENT OR 20 CFM CONTINUOUS

FOR SI: 1 CUBIC FOOT PER MINUTE = 0.0004719 M<sup>3</sup>/S.



664 W Veterans Pkwy, Suite A  
 Yorkville, Illinois 60560  
 Phone: 630-381-9019  
 E-mail: alberto@agamadesigns.com

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ISSUED	DATE
FOR APPROVAL	
FOR PERMIT	
FOR BID	
FOR CONST.	

REVISIONS	DATE
1	
2	
3	
4	

PROJECT: SINGLE FAMILY RESIDENCE  
 102 WORSLEY STREET  
 YORKVILLE, IL 60560  
 CLIENT: STEVE HOLLAND  
 819 Columbus Drive  
 Oswego, Illinois, 60543

JOB NO. 23-132  
 DATE 01-18-2024  
 FILE  
 PLOT SCALE 1:1

OWNER APPROVAL  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

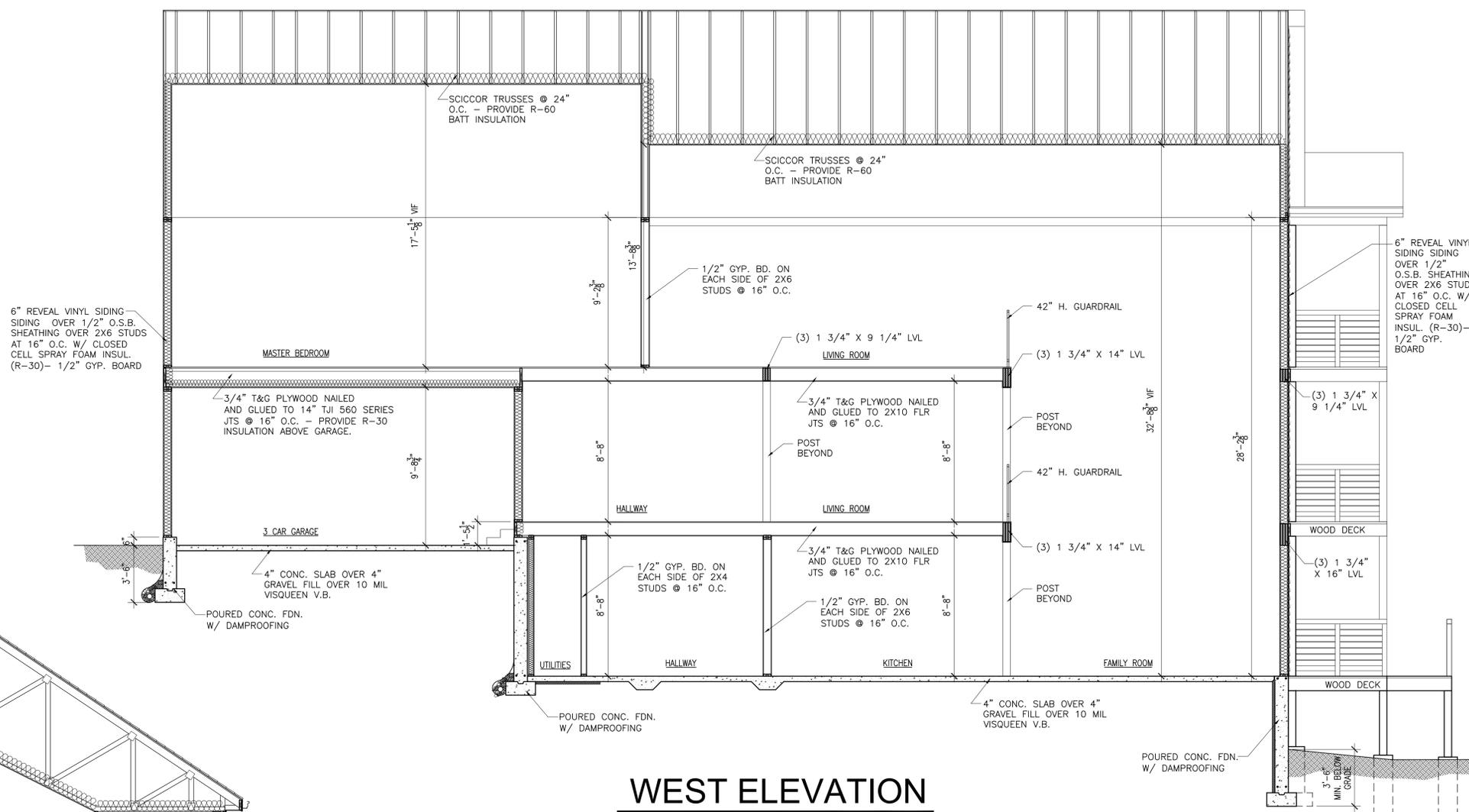
SHEET TITLE  
 MECHANICAL  
 SCHEDULES

SHEET NUMBER  
 A9

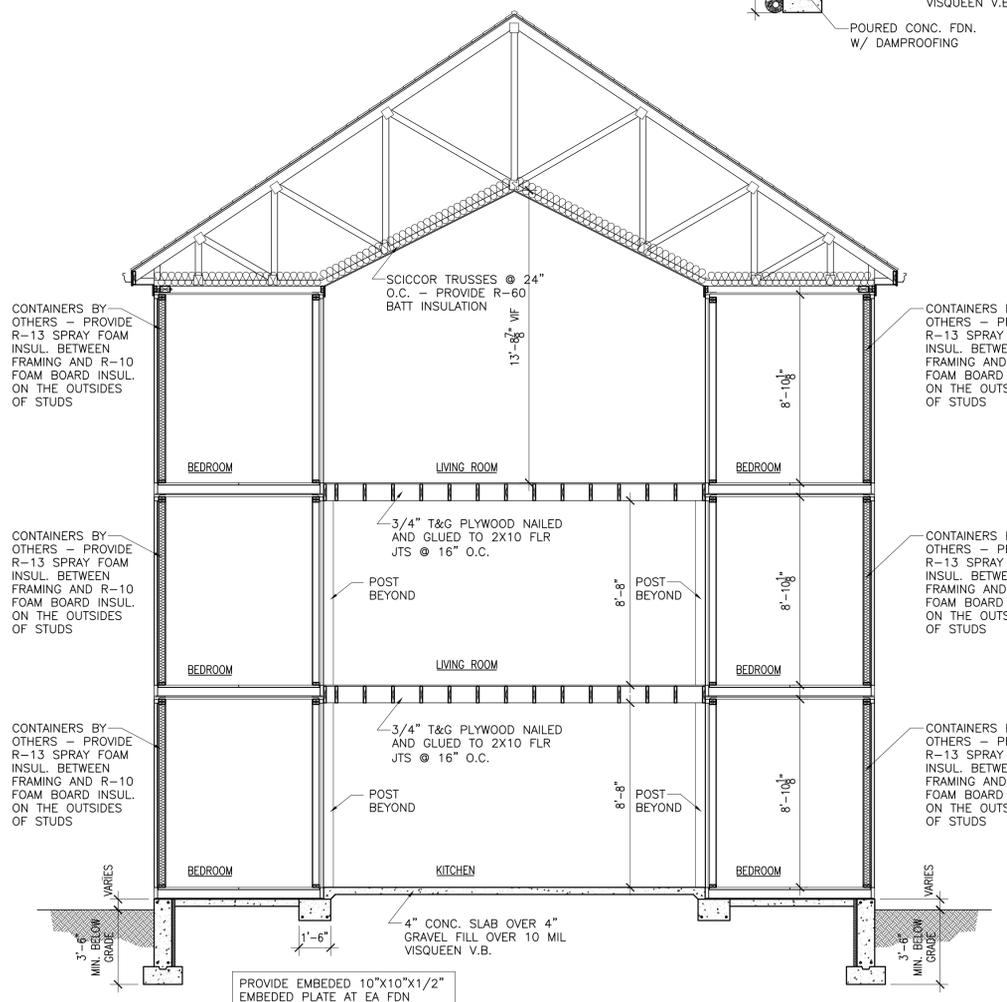
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ISSUED	DATE
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FOR PERMIT	
FOR BID	
FOR CONST.	

REVISIONS	DATE
1	
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**WEST ELEVATION**  
 SCALE: 1/4" = 1'-0"



**SOUTH ELEVATION**  
 SCALE: 1/4" = 1'-0"

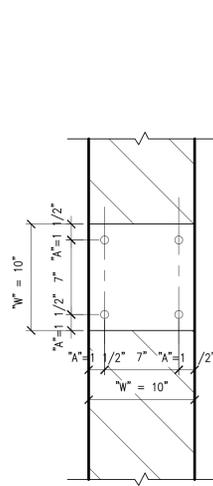
PROJECT: **SINGLE FAMILY RESIDENCE**  
**102 WORSLEY STREET**  
**YORKVILLE, IL 60560**  
 CLIENT: **STEVE HOLLAND**  
 819 Columbus Drive  
 Oswego, Illinois, 60543

JOB NO. 23-132  
 DATE 01-18-2024  
 FILE  
 PLOT SCALE 1:1

OWNER APPROVAL  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

**SHEET TITLE**  
**OVERALL**  
**SECTIONS**

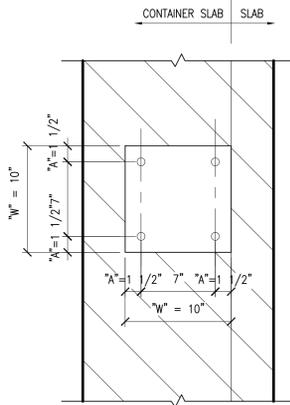
**SHEET NUMBER**  
**A10**



- NOTES:
1. ALL BASE PLATES SHALL HAVE GAS-CUT OR SAW-CUT EDGES
  2. "A"=1 1/2" = 1 1/2" FOR ANCHOR ROD DIAMETER DIA.<1 1/8"  
"A"=1 1/2" = 2" FOR ANCHOR ROD DIAMETER 1 1/8" < DIA. < 1 1/2"

### 4 BASE PLATE DETAIL

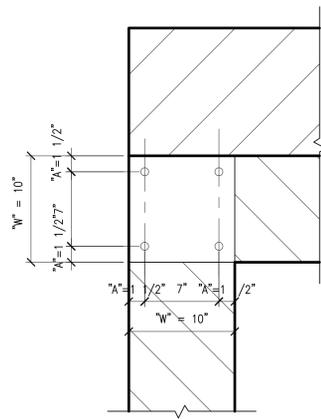
SCALE: 1 1/2" = 1'-0"



- NOTES:
1. ALL BASE PLATES SHALL HAVE GAS-CUT OR SAW-CUT EDGES
  2. "A"=1 1/2" = 1 1/2" FOR ANCHOR ROD DIAMETER DIA.<1 1/8"  
"A"=1 1/2" = 2" FOR ANCHOR ROD DIAMETER 1 1/8" < DIA. < 1 1/2"

### 5 BASE PLATE DETAIL

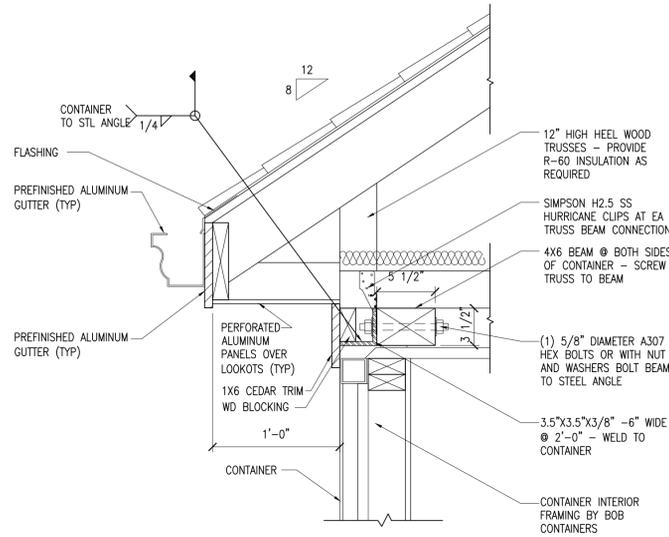
SCALE: 1 1/2" = 1'-0"



- NOTES:
1. ALL BASE PLATES SHALL HAVE GAS-CUT OR SAW-CUT EDGES
  2. "A"=1 1/2" = 1 1/2" FOR ANCHOR ROD DIAMETER DIA.<1 1/8"  
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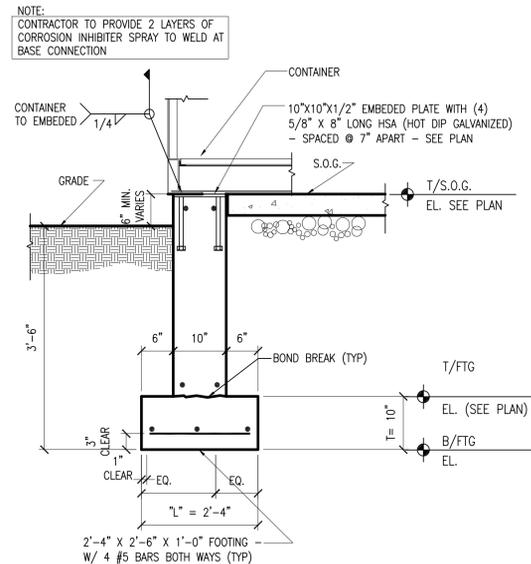
### 6 BASE PLATE DETAIL

SCALE: 1 1/2" = 1'-0"



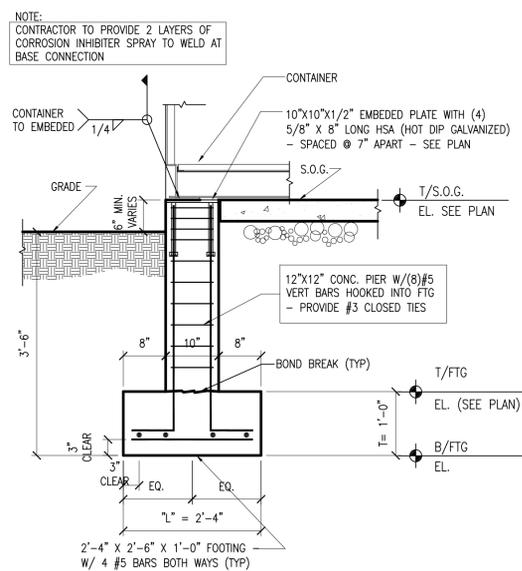
### 1 DETAIL

SCALE: 1 1/2" = 1'-0"



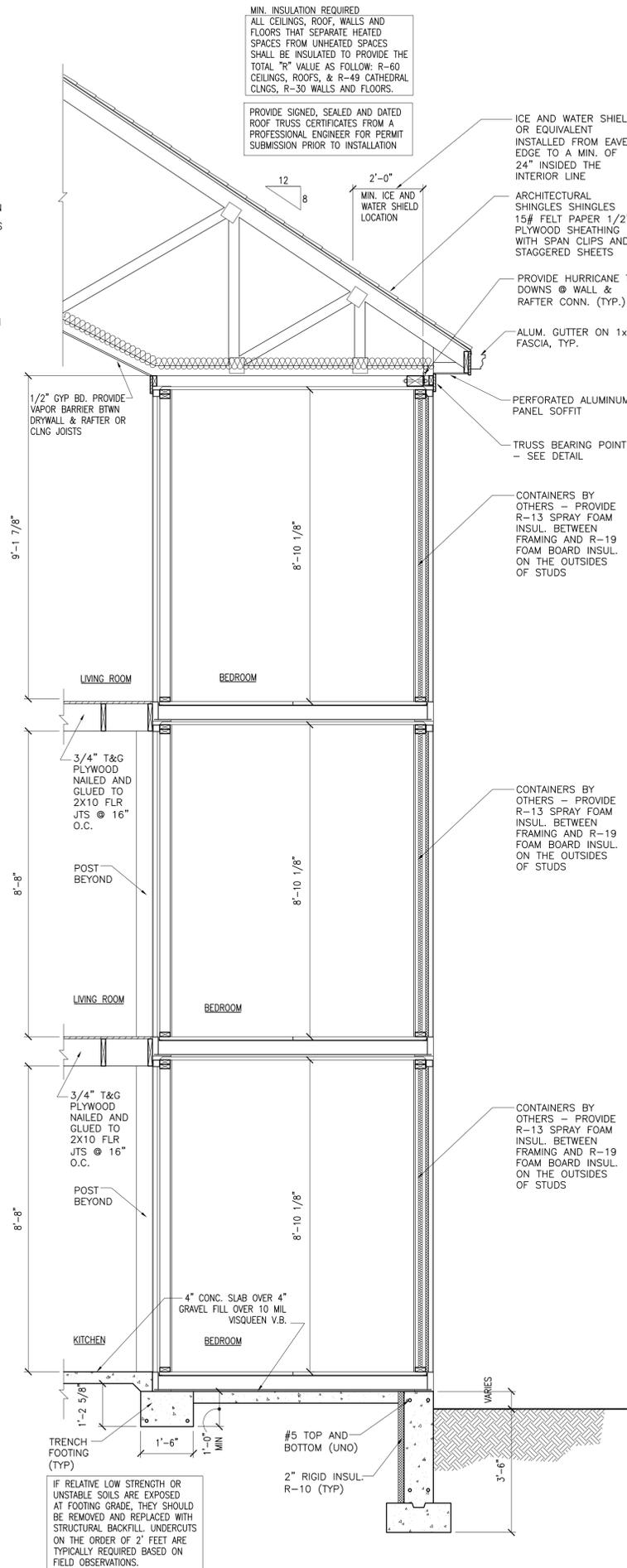
### 2 DETAIL

SCALE: 1 1/2" = 1'-0"



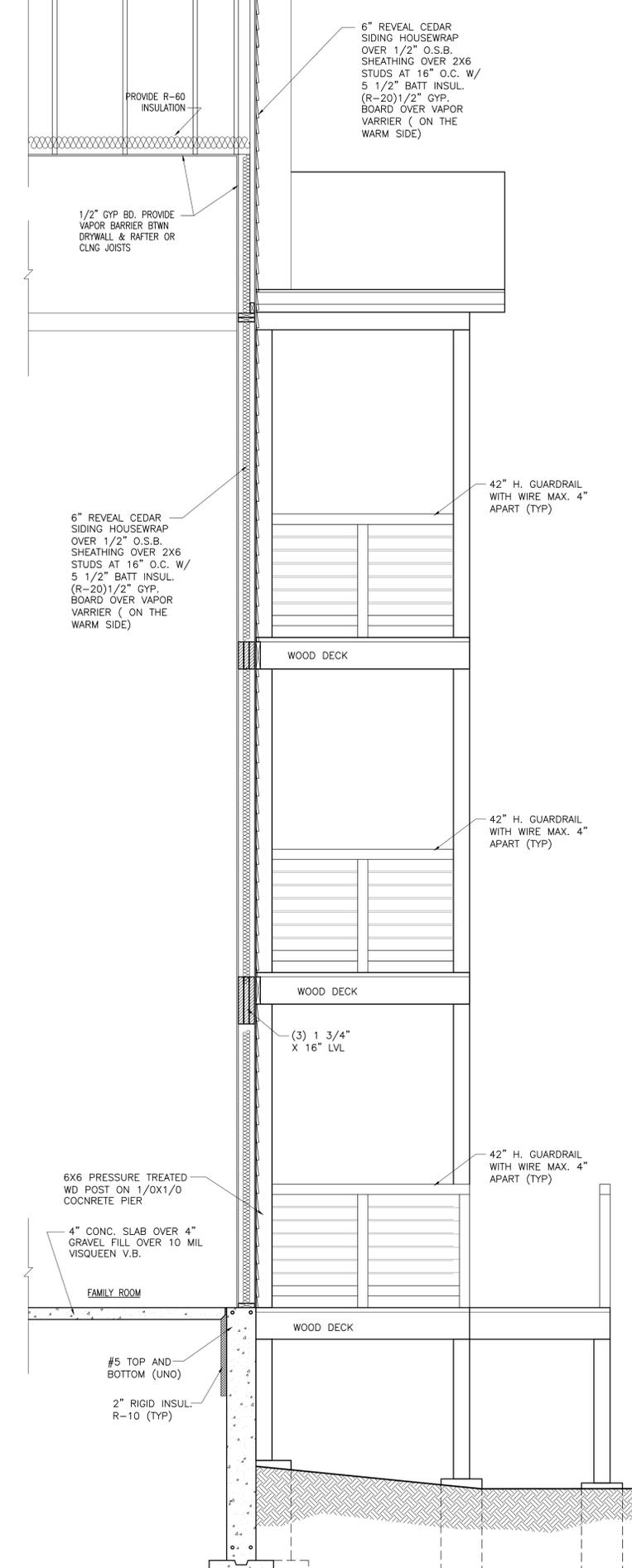
### 3 DETAIL

SCALE: 1 1/2" = 1'-0"



### 7 SECTION

SCALE: 1/2" = 1'-0"



### 8 SECTION

SCALE: 1/2" = 1'-0"

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ISSUED	DATE
FOR APPROVAL	
FOR PERMIT	
FOR BID	
FOR CONST.	

REVISIONS	DATE
1	
2	
3	
4	

PROJECT:  
**SINGLE FAMILY RESIDENCE**  
102 WORSLEY STREET  
YORKVILLE, IL 60560

CLIENT:  
STEVE HOLLAND  
819 Columbus Drive  
Oswego, Illinois, 60543

JOB NO. 23-132  
DATE 01-18-2024  
FILE  
PLOT SCALE: 1:1

OWNER APPROVAL

Signature \_\_\_\_\_  
Date \_\_\_\_\_

SHEET TITLE  
SECTIONS AND DETAILS

SHEET NUMBER  
**A11**

HAROLD K LIV TR 1 HAGERTY-FELTZ ELEANORA TR 1 FELTZ  
410 E MAIN ST  
YORKVILLE IL 60560

KEVIN R MARY BETH GAWNE  
133 S QUINCY ST  
HINSDALE IL 60521

DANIEL D DEANNA L NICHOLSON  
32 GAWNE LN  
YORKVILLE IL 60560

BEN CYNTHIA NILES  
512 E MAIN ST  
YORKVILLE IL 60560

STEPHEN G CAROLE L GUENZLER  
413 E MAIN ST  
YORKVILLE IL 60560

KCJ RESTORATION LLC  
102 WORSLEY ST  
YORKVILLE IL 60560

JAMES F MADELEINE PATRICK  
414 E MAIN ST  
YORKVILLE IL 60560

GEORGE R RONALD R REINERT  
1208 BADGER ST  
YORKVILLE IL 60560

UNKNOWN CLAIMANTS/OWNERS OF RECORD GAWNE WM JR  
111 W FOX ST  
YORKVILLE IL 60560

IL DEPT NATURAL RESOURCES  
OFFICE OF WATER RESOURCES  
ONE NATURAL WAY  
SPRINGFIELD IL 62702

PETER L ST DENIS  
105 WORSLEY ST  
YORKVILLE IL 60560

BYRON T WAGNER  
508 E MAIN ST  
YORKVILLE IL 60560

BYRON T WAGNER  
508 E MAIN ST  
YORKVILLE IL 60560

KCJ RESTORATION LLC  
102 WORSLEY ST  
YORKVILLE IL 60560

DIV WATER RES ST ILL  
ATTN PAT JOHNSON  
3215 EXECUTIVE PARK DR  
SPRINGFIELD IL 627033215

KCJ RESTORATION LLC  
102 WORSLEY ST  
YORKVILLE IL 60560

MARTIN C DE FRANCESCO GAWNE JEAN GAWNE  
851 W GUNNISON UNIT 1  
CHICAGO IL 60640

DONALD E TERESA L GREEN  
404 E MAIN ST  
YORKVILLE IL 60560

PAUL D MARY RUTH DOVERSPIKE  
302 SANDERS CT  
YORKVILLE IL 60560

JACOB JAMIE HURT  
408 E MAIN ST  
YORKVILLE IL 60560

NICOLE STENGELE  
26 GAWNE LN  
YORKVILLE IL 60560

JAMES BECK  
11748 RIVER RD  
PLANO IL 60545

UNKNOWN CLAIMANTS/OWNERS OF RECORD GAWNE WM JR  
111 W FOX ST  
YORKVILLE IL 60560

VALERIE K MELOUN  
22 GAWNE LN  
YORKVILLE IL 60560

RYAN WILLIAM VANESSA A DEBOLT  
301 SANDERS CT  
YORKVILLE IL 60560

RYAN MALKOWSKI  
406 E MAIN ST  
YORKVILLE IL 60560

BERINGER GLENDA L LIVING TRUST BERINGER RUDOLF LIVING TRUST  
105 E BLACKBERRY LN  
YORKVILLE IL 60560

WILLIAM A HEATHER BUESCHEN  
301 MCHUGH RD  
YORKVILLE IL 60560

JUAN MANUEL TRISHA BERMUDEZ  
510 E MAIN ST  
YORKVILLE IL 60560

ROY A II PAULA D WILKINSON  
400 WOODWORTH ST  
YORKVILLE IL 60560

DAVID A LISA M SCHILLINGER  
412 E MAIN ST  
YORKVILLE IL 60560

# Chicago Tribune

Printed: 6/18/2024 11:11:19 AM

Page 1 of 3

Order ID: 7653776

\* Agency Commission not included

**GROSS PRICE \* :** **\$218.58**

**PACKAGE NAME: IL Govt Legal Aurora Beacon**

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Order ID: 7653776

\* Agency Commission not included

**GROSS PRICE \* :** \$218.58

**PACKAGE NAME:** IL Govt Legal Aurora Beacon

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**Product(s):** SubTrib\_Aurora Beacon News, Publicnotices.com

**AdSize(s):** 1 Column

**Run Date(s):** Friday, June 21, 2024

**Zone:** Full Run

**Color Spec.** B/W

## Preview

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**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE  
UNITED CITY OF YORKVILLE  
PLANNING AND ZONING  
COMMISSION  
PZC 2024-12**

**NOTICE IS HEREBY GIVEN** THAT Steve Holland, petitioner/contract purchaser, and KCJ Restoration LLC, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification. The real property is generally located south of east Main Street, immediately east of Worsley Street, and north of the Fox River in Yorkville, Illinois. The petitioner is requesting rezoning approval from R-1 Single-Family Suburban Residential District to R-2 Single Family Traditional Residence District, consisting of approximately 0.28 acres, commonly known as 102 Worsley Street. Additionally, the petitioner is requesting to decrease the minimum lot size for the R-2 Single-Family Traditional Residence District to less than the required 12,000 square feet.

The legal description is as follows:

**PARCEL 1:**  
LOT 9 IN BLOCK 2 OF WORSLEY'S ADDITION TO THE VILLAGE OF BRISTOL, IN THE NORTHWEST QUARTER SECTION 33, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRISTOL, KENDALL COUNTY, ILLINOIS.

**PINs: 02-33-129-004**

A copy of the application is available for review during normal City business hours at the office of the Community Development Director.

**NOTICE IS HEREWITH GIVEN** THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a Public Hearing on said application on **Wednesday, July 10, 2024 at 7 p.m.** at the United City of Yor-

Order ID: 7653776

\* Agency Commission not included

**GROSS PRICE \* :** **\$218.58**

**PACKAGE NAME: IL Govt Legal Aurora Beacon**

---

kville, City Hall, located at 651  
Prairie Pointe Drive, Yorkville, Il-  
linois 60560.

The public hearing may be  
continued from time to time to  
dates certain without further  
notice being published.

All interested parties are invited  
to attend the public hearing and  
will be given an opportunity to  
be heard. Any written com-  
ments should be addressed  
to the United City of Yorkville  
Community Development De-  
partment, 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 Au-  
thorities of the United City of  
Yorkville, Kendall County, Illinois.

JORI BEHLAND  
City Clerk  
6/21/2024 7653776

Jari Behlman  
City Clerk

Regrettably, I am unable to attend the public hearing on Wednesday, July 10, 2024, regarding the rezoning of lot 9 in Block 2 of Warsley (102 Warsley Street). However, I would like to share my feedback regarding this concern.

As a resident in close proximity to the lot in question, I strongly and unequivocally oppose the petitioner, Mr. Holland's request to rezone this particular from R-1 to R-2. The proposed decrease in the minimum lot size for the R-2 single-family traditional residence district to less than the required 12,000 feet is not in line with the character of our neighborhood and therefore, not acceptable.

Once again, I would like to express my gratitude for your time and consideration of my concern and feedback.

Sincerely,

Mary Doverspike



Yorkville, IL.  
60560



# Memorandum

To: Planning and Zoning Commission  
 From: Krysti J. Barksdale-Noble, Community Development Director  
 CC: Bart Olson, City Administrator  
 Sara Mendez, Planner I  
 Date: June 21, 2024  
 Subject: **PZC 2024-14 Grande Reserve – Units 10A & 11A (Final Plat)**  
 Proposed Approval of 158 lots in 2 New Units of Grande Reserve

## REQUEST SUMMARY:

The petitioner, D.R. Horton, Inc. - Midwest, is seeking Final Plat approval for an approximately 22-acre site consisting of 158 new residential lots located east of Kennedy Road and south of the BNSF railroad in Yorkville. These lots will mark the initial stage of development for what was originally intended as a 42-acre, 298-unit townhome project in Units 10 and 11 of Grande Reserve (refer to map on the right).

At full build-out the proposed units will have 312 townhome units, which represents an increase of 14 units, or approximately 4.75%, then originally planned and approved in the 2003 annexation agreement. Additionally, the petitioner is seeking approval of architectural design standards for the townhome building facades within the proposed final platted areas, as mandated by both the original annexation agreement and a subsequent 2021 economic incentive agreement.

## ZONING AND LAND USE:

Both units are zoned R-2 Single Family Traditional Residence District Planned Unit Development (PUD) The following are the current immediate surrounding zoning and land uses:



**Grande Reserve - Units 10 & 11**

United City of Yorkville, Illinois  
 Yorkville GIS 4-26-24

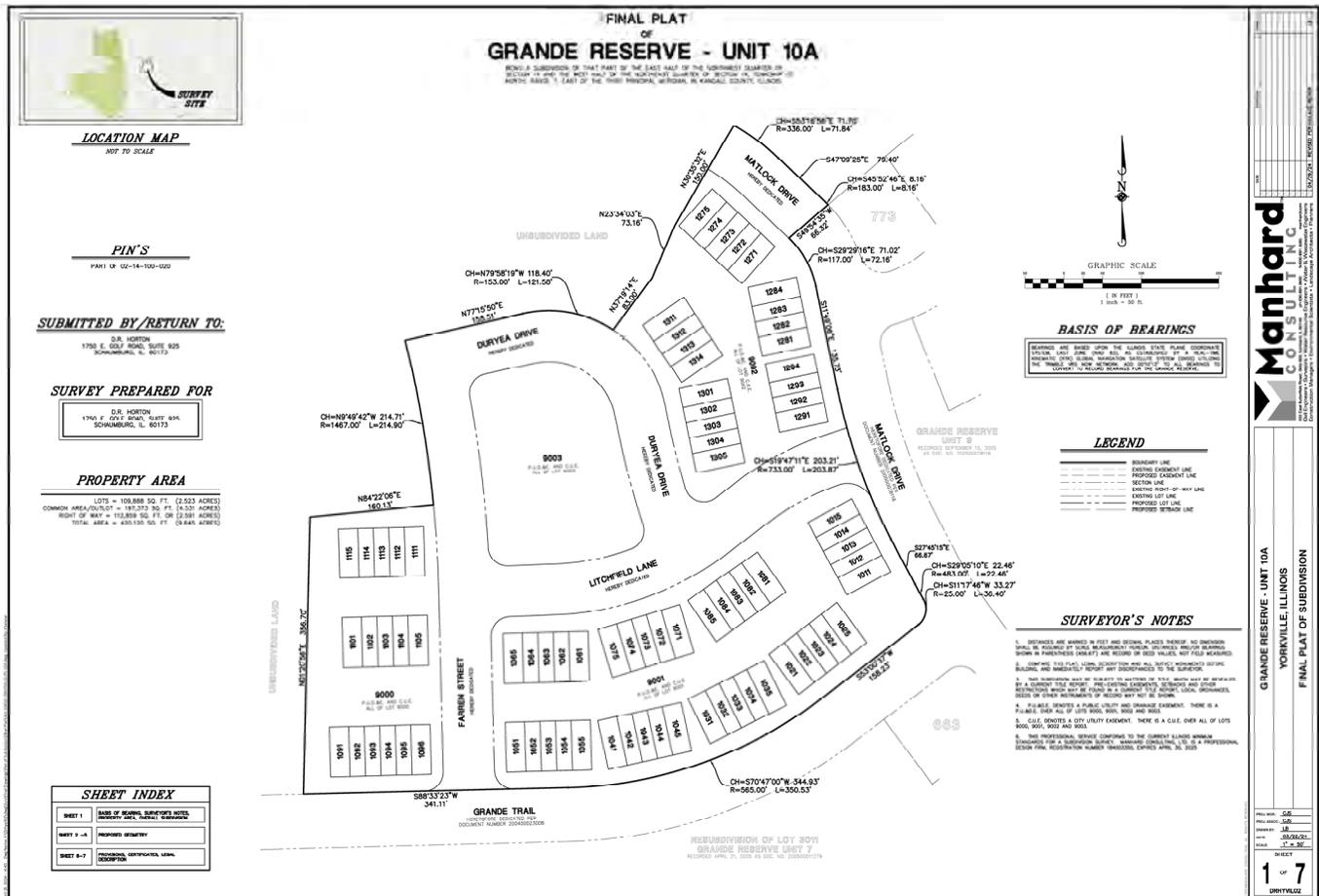


	Zoning	Land Use
North	Burlington Northern Santa Fe (BNSF) Railroad R-2 Planned Unit Development (Grande Reserve)	Transportation Residential
South	Grande Trail/Freedom Place R-2 Planned Unit Development (Grande Reserve) PI Public Institutional District (Grande Reserve Elementary)	Transportation Residential School
East	R-2 Planned Unit Development (Grande Reserve)	Residential
West	Kennedy Road A-1 SU Agriculture (Unincorporated Kendall County)	Transportation Blackberry Oaks Golf Course

# PROPOSED FINAL PLAT OF RESUBDIVISION:

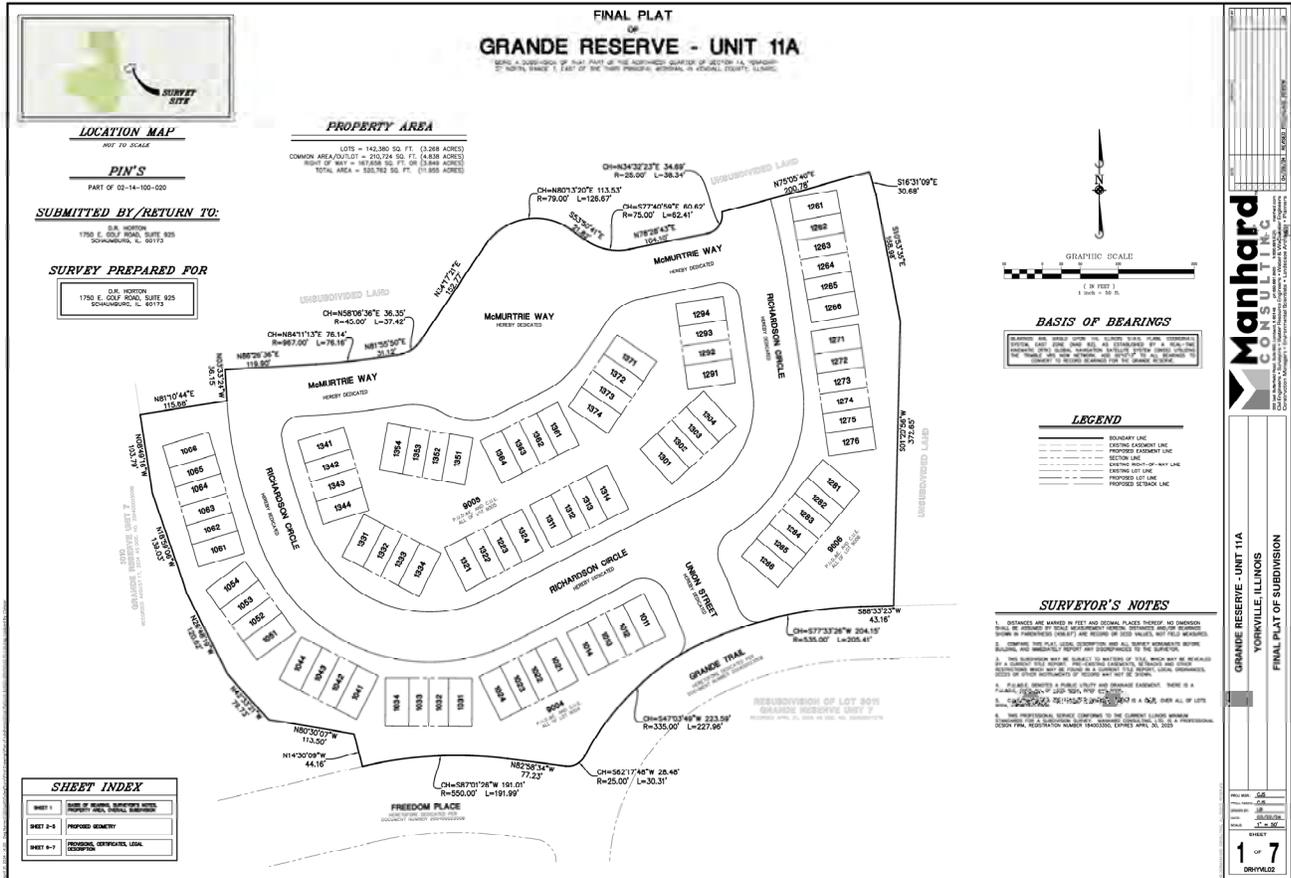
Preliminary plans for both Units 10 and 11 were approved by the City Council in February 2005 but were never recorded and have since expired. The proposed Final Plat of Subdivision generally conforms to those originally approved plans. As proposed, the final plats will be constructed in two (2) phases. Phase I consists of Unit 10A (Neighborhood 7) and 11A (Neighborhood 6). Unit 10A has 78 units illustrated with a grouping of 4-5 townhomes fronting public roadways, Matlock Drive and Grande Trail Road, as well as future dedicated public roadways, Farren Street, Duryea Drive and Litchfield Lane. Unit 11A proposes to have a total of 80 townhomes in groupings of 4-6 units fronting future dedicated public roadways, Richardson Circle and McMurtrie Way (*street name to be revised due to a conflict with an existing street in another development*). The area breakdown of the proposed final platted areas are as follows:

UNIT 10A - AREA SUMMARY		
Land Type	Acres	Square Feet
Lots	2.523	109,888
Common Area/Outlot	4.531	197,373
Dedicated Right of Way (Public Streets)	2.591	112,859
<b>TOTAL</b>	<b>9.645 Acres</b>	<b>420,120 SF</b>



## UNIT 11A - AREA SUMMARY

Land Type	Acres	Square Feet
<b>Lots</b>	3.268	142,380
<b>Common Area/Outlot</b>	4.838	210,724
<b>Dedicated Right of Way (Public Streets)</b>	3.849	167,658
<b>TOTAL</b>	<b>11.955 Acres</b>	<b>520,762 SF</b>



**Building Setbacks:**

Proposed lot setbacks for front, side, and perimeter yards are consistent with the requirements established for parcels located in Neighborhoods 6 and 7, per "Exhibit E-1 Grande Reserve Variance Schedule for Neighborhoods 2-19" of the Annexation Agreement, as detailed below:

BUILDING SETBACK	REQUIRED MINIMUM	PROPOSED SETBACK
Front	25'	25'
Side (Corner)	20'	20'
Perimeter	30'	30'

## **PROPOSED PHASING OF DEVELOPMENT:**

As previously stated, the petitioner proposes to develop Units 10 and 11 of Grande Reserve in two (2) phases with roughly 78 lots per unit per phase. As illustrated below, all utilities required to operate Phase 1 will be installed with water mains looped and connected to exiting adjacent mains. Staff supports the phasing of the development, and all bonding or securities will be required by unit and not by phase, as required by the City's Subdivision Control Ordinance.



## **ANNEXATION AGREEMENT**

The original annexation agreement and the subsequent economic incentive agreement had provisions which apply to specific units within Grande Reserve and conditions for final plat approval. Below are applicable provisions to Unit 10 (Neighborhood 7) and Unit 11 (Neighborhood 6).

### ***Dwelling Unit Count***

According to the Annexation Agreement (Ord. 2003-44), flexibility is recognized in the layout and design of Neighborhoods 4-8. A total of 986 dwelling units are approved for these neighborhoods through the Concept PUD plans. The exact location and mix of housing units will be decided during preliminary/final platting. Any development phase with a total number of dwelling units within the approved limit for the neighborhoods is considered to be in substantial conformance with the Concept Plan.

However, the Economic Incentive Agreement between the City and Grande Reserve (Chicago) ASLI VI, LLLP, approved in 2021 contemplated a minor change to the Planned Unit Development (PUD) for Unit 9. This change would allow for a switch in unit type from 224 duplexes to 111 single-family homes. As a result, the overall number of dwelling units in this section of Grande Reserve would decrease from 986 to 887 units. This includes the proposed addition of 14 units in Neighborhoods 6 (Unit 11) and 7 (Unit 6) by the petitioner. This change remains well below the maximum number of units permitted under the original

annexation agreement. Here's a comparison between the approved Concept Plan PUD dwelling unit count (Group Exhibit "C") and the proposed final plat dwelling unit count for each neighborhood:

NEIGHBORHOOD (UNIT)	UNIT TYPE	APPROVED DWELLING UNITS CONCEPT PUD PLAN	PROPOSED/APPROVED DWELLING UNITS FINAL PLAT
Neighborhood 4 (Unit 28)	Apts.	300	300
Neighborhood 5 (Units 12, 15 and 22)	TH	164	164
Neighborhood 6 (Unit 11)	TH	156	158
Neighborhood 7 (Unit 10)	TH	142	154
Neighborhood 8 (Unit 9)	DU*	224	111
<b>TOTAL</b>		<b>986</b>	<b>887</b>

***Cul-de-Sacs***

Per Ordinance the original annexation agreement, the homeowners’ association (HOA) for these units are required to pay for and perform all snowplowing of cul-de-sacs, even though all roads within the units will be public roads. The HOA does not have the snowplowing obligation for other public roadways within the units. Phase 1 of Unit 11A (Neighborhood 6) appears to have one (1) cul-de-sac around McMurtrie Way and Phase 2 of Unit 11 has two (2) cul-de-sacs. Phase 1 of Unit 10A does not indicate any cul-de-sacs.

***Homeowners Association (HOA)Declarations***

Per the original annexation agreement, the City shall have the right to review draft homeowners’ association (HOA) declaration. The attached draft declarations will regulate such aspects of the townhome developments within these units as the maintenance of common space, dwelling unit appearance, and assessments. While these declarations are not to be voted on as part of the Final Plat approval, they have been provided for inspection and comment. Staff has requested the developer add language in Article Three paragraph 3.02(a)(3) (page 8) to state the HOA shall provide maintenance to include snow removal on cul-de-sacs even though they will be publicly dedicated streets. Additionally, staff has recommended Article Seven paragraph 7.09 (page 21) be removed, as the City will move forward with establishing a dormant SSA upon approval of the final plat.

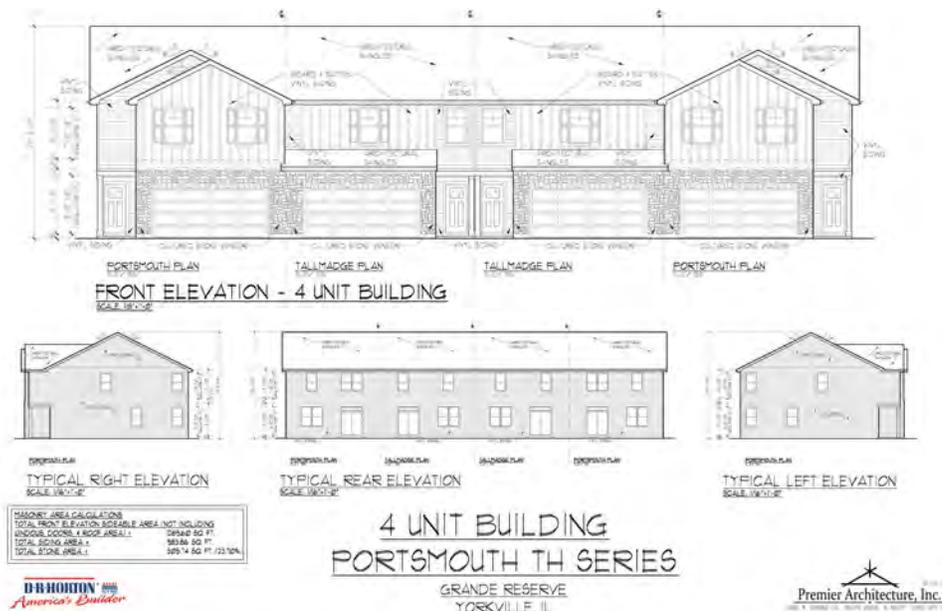
**APPEARANCE STANDARDS**

In the original Annexation Agreement (Ord. 2003-44), Architectural Design Standards for townhome development were established, along with conceptual building elevations provided in Exhibit “D2”. Owners and developers must provide standards regulating façade materials, accessory structures, and other building restrictions for each neighborhood in Grande Reserve. The standards must meet or exceed the City’s current appearance standards and also cover aspects such as color schemes, deck and patio specifications, fence specifications, restrictions on accessory buildings, housing styles, minimum square footage, building materials, and roof specifications. Areas not yet platted must submit architectural standards at the time of final plat submission.

D.R. Horton has submitted plan elevations for two (2) townhome models in Units 10A and 11A. These models, named Seaboard/Richmond and Portsmouth, feature architectural shingles, decorative dormers, board and batten siding, covered porches, window shutters, boxed out/projections, and transom windows on the front doors. The Seaboard/Richmond townhome units are rear-loaded, two-story buildings with four to six units per building, each with a minimum of 1,500 square feet per unit. They are proposed for construction in Neighborhood 6/Unit 10. The Portsmouth townhome units are front-loaded, two-story buildings with four to six units per building, each with a minimum of 1,600 square feet per unit. They are proposed for construction in Neighborhood 7/Unit 11. Both models include masonry wainscoting on the front façade made of cultured stone veneer.

According to Chapter 10-5-8 of the Unified Development Ordinance (UDO), the City's Appearance Standards mandate that at least 75% of the total buildings incorporate masonry products on their front facades. Additionally, these facades must include a minimum of 50% premium siding material. Of this premium siding requirement, at least 25% must be masonry products. Credit towards fulfilling the premium siding requirement can be earned by using major architectural features, with each feature providing a 10% credit. Premium siding materials encompass masonry products, cultured stone, natural wood siding, and synthetic stucco. The provided data table below compares and calculates the elevations to ensure compliance with these UDO Appearance Standards.

Portsmouth Townhome Series (Unit 11A)			
Appearance Code Requirements		Proposed Elevation	
Masonry product	75% of total buildings	At least 60 of 80 buildings	75% of total buildings
Premium Siding	50% on front façade – excluding openings	1,289.60 sq. ft. façade area (644.8 sq. ft. required)	305.74 sq. ft. premium siding (23.70%)
Masonry Siding	25% of premium siding	161.2 sq. ft. of 644.8 sq. ft. required for masonry siding	305.74 sq. ft. masonry siding (~190%)
Credit for major architectural feature	10% each	<b>30% credit</b> (dormers = yellow; covered porches = red; boxed-out projections = green)	<b>Meets 20% of premium siding requirement</b>



Seaboard/Richmond Townhome Series (Unit 10A)			
Appearance Code Requirements		Proposed Elevation	
Masonry product	75% of total buildings	At least 59 of 78 buildings	75% of total buildings
Premium Siding	50% on front façade – excluding openings	1,130.13 sq. ft. façade area (565 sq. ft. required)	241.75 sq. ft. premium siding (21.40%)
Masonry Siding	25% of premium siding	141.25 sq. ft. of 565 sq. ft. required for masonry siding	241.75 sq. ft. masonry siding (~170%)
Credit for major architectural feature	10% each	30% credit (dormers = yellow; covered porches = red; boxed-out projections = green)	Meets 20% of premium siding requirement



FRONT ELEVATION - 4-UNIT BUILDING

MASONRY AREA CALCULATIONS	
TOTAL FRONT ELEVATION SIDEABLE AREA (NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) :	1360.13 SQ. FT.
TOTAL SIDING AREA :	868.38 SQ. FT.
TOTAL STONE AREA :	241.75 SQ. FT. (21.40%)

## ELEVATIONS 20' 2-STORY SEABOARD SERIES GRANDE RESERVE

YORKVILLE, IL



**Staff Comments:**

The proposed Final Plat of Resubdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated April 16, 2024 and June 12, 2024 have been provided to the applicant (see attached). These comments will be addressed in a revised Final Plat which will be submitted to the City prior to final plat recordation.

Based upon the review of the proposed Final Plat of Subdivision of Grande Reserve Units 10A and 11A, staff believes the submitted plans are consistent with the approved development site plan and the current subdivision control regulations.

**Proposed Motion:**

*In consideration of the proposed Final Plat of Subdivision of Grande Reserve Units 10A and 11A, the Planning and Zoning Commission recommends approval of the plats to the City Council as presented by the Petitioner in plans prepared by Manhard Consulting, Ltd. dated last revised 04-29-2024, subject to review comments provided by the City Engineer, EEI, Inc. dated April 16, 2024 and June 12, 2024, and further subject to {insert any additional conditions of the Planning and Zoning Commission}...*

**Attachments:**

1. Copy of Petitioner's Application
2. Final Plat of Subdivision of Grande Reserve Units 10A and 11A prepared by Manhard Consulting Ltd., dated 04-29-2024.
3. Elevations
4. Proposed Infrastructure Phasing Plan prepared by Manhard Consulting Ltd., dated 04/03/2024.
5. Draft Declaration for Grande Reserve Townes
6. EEI Letter to City dated June 12, 2024.
7. EEI Letter to the City dated April 16, 2024.



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

# APPLICATION FOR FINAL PLAT/REPLAT

INVOICE & WORKSHEET PETITION APPLICATION			
<b>CONCEPT PLAN REVIEW</b>	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<input type="checkbox"/> Annexation \$500.00 <input type="checkbox"/> Plan \$500.00 <input type="checkbox"/> Plat \$500.00 <input type="checkbox"/> P.U.D. \$500.00		Total: \$
<b>ANNEXATION</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		
<b>REZONING</b>	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$
	<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>		
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$200 = \$ \underline{\hspace{2cm}}$ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ # of Acres                  Acres over 5                  Amount for Extra Acres                  Total Amount		
<b>ZONING VARIANCE</b>	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>FINAL PLAT FEE</b>	<input checked="" type="checkbox"/> \$500.00		Total: \$ 500.00
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<input type="checkbox"/> Less than 1 acre \$5,000.00 <input type="checkbox"/> Over 1 acre, less than 10 acres \$10,000.00 <input type="checkbox"/> Over 10 acres, less than 40 acres \$15,000.00 <input checked="" type="checkbox"/> Over 40 acres, less than 100 acres \$20,000.00 <input type="checkbox"/> Over 100 acres \$25,000.00		Total: \$ 20,000.00
<b>OUTSIDE CONSULTANTS DEPOSIT</b>	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres \$1,000.00 <input type="checkbox"/> Over 2 acres, less than 10 acres \$2,500.00 <input checked="" type="checkbox"/> Over 10 acres \$5,000.00		Total: \$ 5,000.00
<b>TOTAL AMOUNT DUE:</b>			paid via 25,500.00 Check No. 1756877





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

# APPLICATION FOR FINAL PLAT/REPLAT

<b>ATTORNEY INFORMATION</b>	
NAME: Steven C. Bauer	COMPANY: D.R. Horton, Inc. - Midwest
MAILING ADDRESS: 1750 E. Golf Road, Suite 925	
CITY, STATE, ZIP: Schaumburg, IL 60173	TELEPHONE: (312) 363-9806
EMAIL: scbauer@drhorton.com	FAX: N/A
<b>ENGINEER INFORMATION</b>	
NAME: Dave Riendeau	COMPANY: Manhard Consulting, Ltd.
MAILING ADDRESS: 333 E. Butterfield Road, Suite 600	
CITY, STATE, ZIP: Lombard, IL 60148	TELEPHONE: (630) 925-1074
EMAIL: driendeau@manhard.com	FAX: N/A
<b>LAND PLANNER/SURVEYOR INFORMATION</b>	
NAME: Marcus Schmitt	COMPANY: Manhard Consulting, Ltd.
MAILING ADDRESS: 333 E. Butterfield Road, Suite 600	
CITY, STATE, ZIP: Lombard, IL 60148	TELEPHONE: (630) 925-1108
EMAIL: mschmitt@manhard.com	FAX: N/A
<b>ATTACHMENTS</b>	
<p>Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".          Please see Exhibit A attached hereto and made a part hereof by this reference.</p>	
<b>AGREEMENT</b>	
<p>I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.</p> <p>I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.</p> <p>On behalf of D.R. Horton, Inc. - Midwest, a California corporation</p> <p>          _____          PETITIONER SIGNATURE</p> <p>Steven C. Bauer</p> <p>OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.</p> <p>On behalf of Grande Reserve (Chicago) ASLI VI, L.L.P., a Delaware Limited Liability Limited Partnership</p> <p>          _____          OWNER SIGNATURE</p> <p>Marvin Shapiro</p>	



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# APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NAME: Grande Reserve Townes Units 10A and 11A	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: Units 10 and 11 in Grande Reserve
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**PETITIONER DEPOSIT ACCOUNT FUND:**

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

**ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY**

NAME: Steven C. Bauer	COMPANY: D.R. Horton, Inc. - Midwest, a California corp.
-----------------------	--

MAILING ADDRESS: 1750 E. Golf Road, Suite 925

CITY, STATE, ZIP: Schaumburg, IL 60173	TELEPHONE: (312) 363-9806
EMAIL: scbauer@drhorton.com	FAX: N/A

**FINANCIALLY RESPONSIBLE PARTY:**

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

On behalf of D.R. Horton, Inc. - Midwest, a California corporation  
 Steven C. Bauer

Entitlements Manager

PRINT NAME

TITLE

April 8, 2024

SIGNATURE

DATE

*\*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

**INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS**

**ENGINEERING DEPOSITS:**

Up to one (1) acre	\$5,000
Over one (1) acre, but less than ten (10) acres	\$10,000
Over ten (10) acres, but less than forty (40) acres	\$15,000
Over forty (40) acres, but less than one hundred (100)	\$20,000
In excess of one hundred (100.00) acres	\$25,000

**LEGAL DEPOSITS:**

Less than two (2) acres	\$1,000
Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres	\$5,000

**EXHIBIT A TO APPLICATION FOR FINAL PLAT/REPLAT  
SUBMITTED BY D.R. HORTON, INC. – MIDWEST REGARDING CERTAIN PROPERTY  
LOCATED IN GRANDE RESERVE**

Legal Description of the Subject Property  
(Grande Reserve Neighborhoods 6 & 7/Units 10 & 11)

UNITS 10 & 11 (NH 6 & 7) LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11 AND PART OF THE NORTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF LOT 3010 IN GRANDE RESERVE UNIT 7, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 2004 AS DOCUMENT NUMBER 200400023008 SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHERN RAILROAD COMPANY; THENCE NORTH 73 DEGREES 22 MINUTES 16 SECONDS EAST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES EAST ZONE, NAD 83), ALONG SAID SOUTH LINE, 1,088.21 FEET, TO THE MOST NORTHERLY NORTHWEST CORNER OF LOT 3016 OF GRANDE RESERVE UNIT 9, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2005 AS DOCUMENT NUMBER 200500028116; THENCE ALONG THE WEST LINE OF SAID LOT 3016 FOR THE FOLLOWING 5 COURSES; 1) THENCE SOUTH 18 DEGREES 26 MINUTES 52 SECONDS EAST, 154.36 FEET; 2) THENCE SOUTH 88 DEGREES 05 MINUTES 00 SECONDS EAST, 108.29 FEET; 3) THENCE SOUTH 80 DEGREES 49 MINUTES 39 SECONDS EAST, 215.66 FEET; 4) THENCE SOUTH 69 DEGREES 46 MINUTES 24 SECONDS EAST, 218.03 FEET; 5) THENCE SOUTH 47 DEGREES 59 MINUTES 52 SECONDS EAST, 132.80 FEET, TO A 1 INCH IRON PIPE AT THE NORTHEAST CORNER OF LOT 774 IN SAID UNIT 9; THENCE SOUTH 51 DEGREES 26 MINUTES 02 SECONDS WEST, ALONG NORTH LINE OF SAID LOT, 78.04 FEET, TO 1 INCH PIPE AT THE NORTHEAST CORNER OF LOT 773 IN SAID UNIT 9; THENCE SOUTH 49 DEGREES 54 MINUTES 35 SECONDS WEST, 163.33 FEET, TO THE WEST RIGHT-OF-WAY LINE OF MATLOCK DRIVE HERETOFORE DEDICATED PER DOCUMENT 200500028116 SAID LINE ALSO BEING A NONTANGENT CURVE; THENCE ALONG SAID WEST LINE FOR THE FOLLOWING 6 COURSES: 1) THENCE SOUTHEASTERLY, 72.16 FEET, ALONG SAID NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 117.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 29 MINUTES 16 SECONDS EAST, AND A CHORD DISTANCE OF 71.02 FEET, TO A POINT OF TANGENCY; 2) THENCE SOUTH 11 DEGREES 49 MINUTES 06 SECONDS EAST, 135.73 FEET, TO A POINT OF CURVATURE; 3) THENCE SOUTHERLY, 203.87 FEET, ALONG A CURVE, CONCAVE EAST, HAVING A RADIUS OF 733.00 FEET, A CHORD BEARING SOUTH 19 DEGREES 47 MINUTES 11 SECONDS EAST, AND A CHORD DISTANCE OF 203.21 FEET, TO A POINT OF TANGENCY; 4) THENCE SOUTH 27 DEGREES 45 MINUTES 15 SECONDS EAST, 66.67 FEET, TO A POINT OF CURVATURE; 5) THENCE SOUTHEASTERLY, 22.46 FEET, ALONG A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 483.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 05 MINUTES 10 SECONDS EAST, AND A CHORD DISTANCE OF 22.46 FEET, TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHERLY, 36.40 FEET, ALONG A CURVE, CONCAVE WEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 11 DEGREES 17 MINUTES 46 SECONDS WEST, AND A CHORD DISTANCE OF 33.27 FEET, TO THE NORTH LINE OF AFORESAID UNIT 7, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF GRANDE TRAIL HERETOFORE DEDICATED PER DOCUMENT 200400023008; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING 6 COURSES; 1) THENCE SOUTH 53 DEGREES 00 MINUTES 37 SECONDS WEST, 158.23 FEET, TO A POINT OF CURVATURE; 2) THENCE WESTERLY, 350.53 FEET, ALONG A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 565.00 FEET, A CHORD BEARING SOUTH 70 DEGREES 47 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 344.93 FEET, TO A POINT OF TANGENCY; 3) THENCE SOUTH 88 DEGREES 33 MINUTES 23 SECONDS WEST, 384.27 FEET, TO A POINT OF CURVATURE; 4) THENCE WESTERLY, 205.41 FEET, ALONG A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 535.00 FEET, A CHORD BEARING SOUTH 77 DEGREES 33 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 204.15 FEET, TO A POINT OF COMPOUND CURVATURE; 5) THENCE SOUTHWESTERLY, 227.96 FEET, ALONG A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 335.00 FEET, A CHORD BEARING SOUTH 47 DEGREES 03

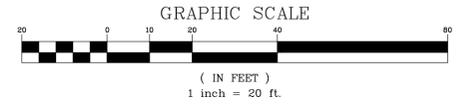
MINUTES 49 SECONDS WEST, AND A CHORD DISTANCE OF 223.59 FEET, TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHWESTERLY, 30.31 FEET, ALONG A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 62 DEGREES 17 MINUTES 48 SECONDS WEST, AND A CHORD DISTANCE OF 28.48 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF FREEDOM PLACE HERETOFORE DEDICATED PER DOCUMENT 200400023008 AND POINT OF TANGENCY; THENCE NORTH 82 DEGREES 58 MINUTES 34 SECONDS WEST, ALONG SAID NORTH LINE, 77.23 FEET, TO A POINT OF CURVATURE; THENCE WESTERLY, 191.99 FEET, ALONG A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING SOUTH 87 DEGREES 01 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 191.01 FEET, TO THE EAST LINE OF LOT 3010 IN AFORESAID UNIT 7; THENCE ALONG SAID EAST LINE FOR THE FOLLOWING 14 COURSES;

- 1) NORTH 14 DEGREES 30 MINUTES 09 SECONDS WEST, 44.16 FEET, TO A 1 INCH IRON PIPE;
  - 2) THENCE NORTH 80 DEGREES 30 MINUTES 07 SECONDS WEST, 113.50 FEET, TO A 1 INCH IRON PIPE;
  - 3) THENCE NORTH 42 DEGREES 33 MINUTES 21 SECONDS WEST, 79.74 FEET, TO A 1 INCH IRON PIPE;
  - 4) THENCE NORTH 26 DEGREES 48 MINUTES 19 SECONDS WEST, 120.62 FEET, TO A 1 INCH IRON PIPE;
  - 5) THENCE NORTH 18 DEGREES 59 MINUTES 06 SECONDS WEST, 139.03 FEET, TO A 1 INCH IRON PIPE;
  - 6) THENCE NORTH 08 DEGREES 49 MINUTES 16 SECONDS WEST, 177.96 FEET, TO A 1 INCH IRON PIPE;
  - 7) THENCE NORTH 00 DEGREES 51 MINUTES 07 SECONDS EAST, 68.91 FEET, TO A 1 INCH IRON PIPE;
  - 8) THENCE NORTH 11 DEGREES 28 MINUTES 36 SECONDS EAST, 76.97 FEET;
  - 9) THENCE NORTH 09 DEGREES 21 MINUTES 03 SECONDS EAST, 72.18 FEET, TO A 1 INCH IRON PIPE;
  - 10) THENCE NORTH 13 DEGREES 06 MINUTES 39 SECONDS EAST, 124.19 FEET, TO A 1 INCH IRON PIPE;
  - 11) THENCE NORTH 21 DEGREES 29 MINUTES 11 SECONDS EAST, 93.60 FEET;
  - 12) THENCE NORTH 24 DEGREES 30 MINUTES 31 SECONDS EAST, 67.03 FEET, TO A 1 INCH IRON PIPE;
  - 13) THENCE NORTH 02 DEGREES 45 MINUTES 51 SECONDS WEST, 43.82 FEET, TO A 1 INCH IRON PIPE;
  - 14) THENCE NORTH 18 DEGREES 09 MINUTES 34 SECONDS WEST, 55.89 FEET, TO SAID POINT OF BEGINNING,
- ALL IN KENDALL COUNTY, ILLINOIS.



# FINAL PLAT OF GRANDE RESERVE - UNIT 10A

BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14  
AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN KANDALL COUNTY, ILLINOIS.



### LEGEND

	BOUNDARY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION LINE
	EXISTING RIGHT-OF-WAY LINE
	PROPOSED RIGHT-OF-WAY LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	PROPOSED SETBACK LINE

xxx.xx' BOUNDARY DIMENSION  
xxx.xx' MEASURED DIMENSION  
(xxx.xx') RECORD DIMENSION

- B.S.L. = BUILDING SETBACK LINE
- CH = CHORD BEARING
- C.U.E. = CITY UTILITY EASEMENT
- E = EAST
- L = ARC LENGTH
- N = NORTH
- P = PUBLIC UTILITY AND DRAINAGE EASEMENT
- R = RADIUS
- S = SOUTH
- W = WEST

UNSUBDIVIDED LAND

SEE SHEET 5

LITCHFIELD LANE  
HEREBY DEDICATED

FARREN STREET  
HEREBY DEDICATED

SEE SHEET 3



SHEET <b>2 OF 7</b>	PROJ. MGR.: CJS PROJ. ASSOC.: CJS DRAWN BY: LB DATE: 03/22/24 SCALE: 1" = 20'	<b>GRANDE RESERVE - UNIT 10A</b> <b>YORKVILLE, ILLINOIS</b> <b>FINAL PLAT OF SUBDIVISION</b>
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**Manhard CONSULTING**

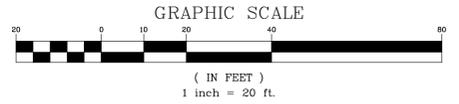
333 East Butterfield Road, Suite 600, Lombard, IL 60148 | 630.991.8500 | 630.991.8585 | manhard.com  
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY
04/29/24	REVISED PER VILLAGE REVIEW	LB



# FINAL PLAT OF GRANDE RESERVE - UNIT 10A

BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14  
AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN KANDALL COUNTY, ILLINOIS.



### LEGEND

	BOUNDARY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION LINE
	EXISTING RIGHT-OF-WAY LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	PROPOSED SETBACK LINE

xxx.xx'  
xxx.xx'  
(xxx.xx')

B.S.L. = BUILDING SETBACK LINE  
CH = CHORD BEARING  
C.U.E. = CITY UTILITY EASEMENT  
E = EAST  
L = ARC LENGTH  
N = NORTH  
P = PUBLIC UTILITY AND DRAINAGE EASEMENT  
R = RADIUS  
S = SOUTH  
W = WEST



SEE SHEET 5

SEE SHEET 3

SHEET <b>4</b> OF <b>7</b> DRHYMLO2	PROJ. MGR.: CJS PROJ. ASSOC.: CJS DRAWN BY: LB DATE: 03/22/24 SCALE: 1" = 20'	<b>GRANDE RESERVE - UNIT 10A</b> <b>YORKVILLE, ILLINOIS</b> <b>FINAL PLAT OF SUBDIVISION</b>
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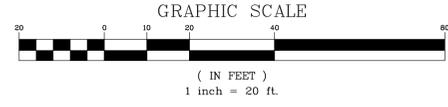
**Manhard**  
CONSULTING

333 East Butterfield Road, Suite 600, Lombard, IL 60148 | 630.991.8500 | 630.991.8585  
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY
04/29/24	REVISED PER VILLAGE REVIEW	LB

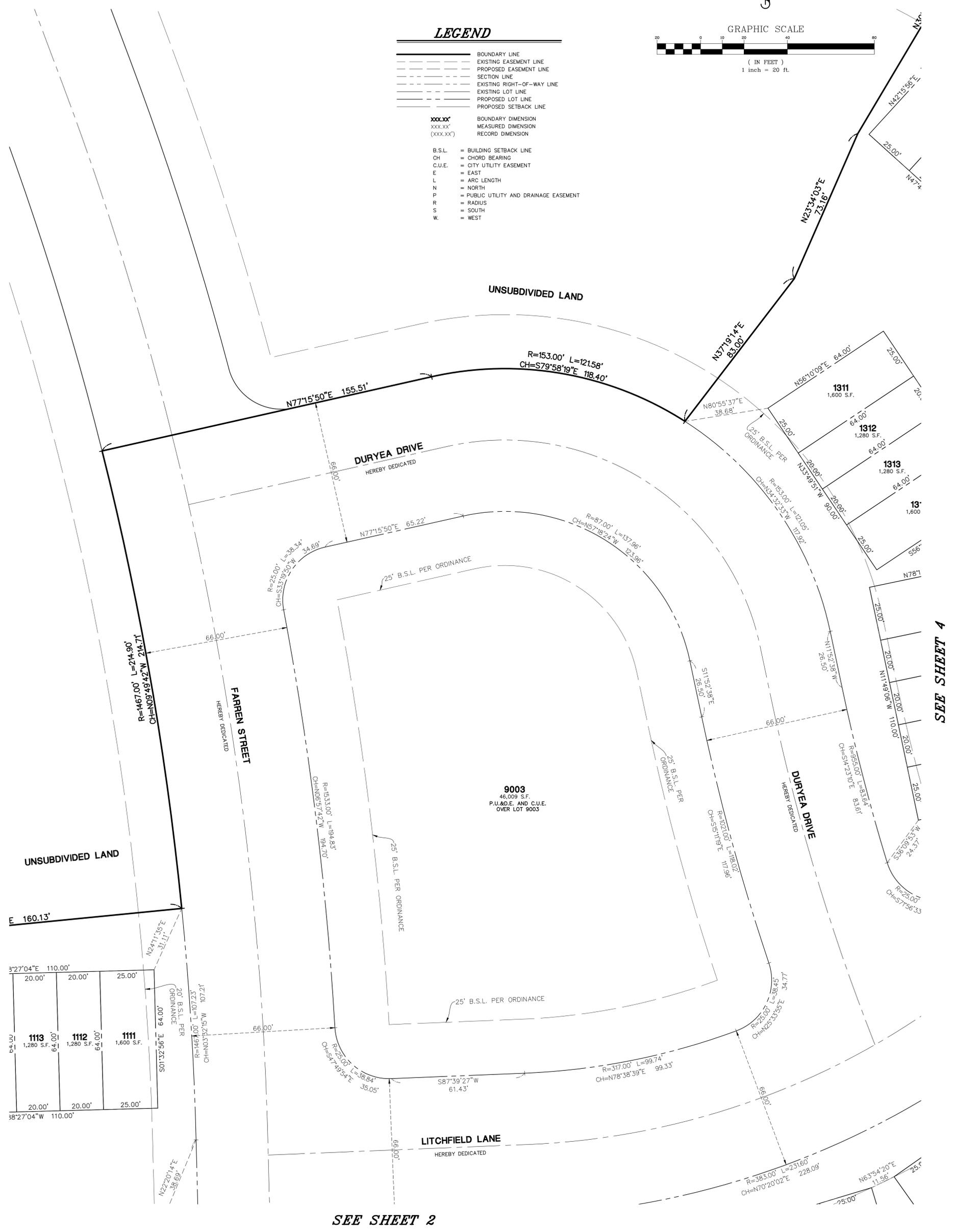
# FINAL PLAT OF GRANDE RESERVE - UNIT 10A

BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14  
AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN KANDALL COUNTY, ILLINOIS.



### LEGEND

	BOUNDARY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION LINE
	EXISTING RIGHT-OF-WAY LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	PROPOSED SETBACK LINE
XXX.XX'	BOUNDARY DIMENSION
XXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION
B.S.L.	= BUILDING SETBACK LINE
CH	= CHORD BEARING
C.U.E.	= CITY UTILITY EASEMENT
E	= EAST
L	= ARC LENGTH
N	= NORTH
P	= PUBLIC UTILITY AND DRAINAGE EASEMENT
R	= RADIUS
S	= SOUTH
W	= WEST



<b>SHEET</b> <b>5 OF 7</b>	PROJ. MGR.: CJS PROJ. ASSOC.: CJS DRAWN BY: LB DATE: 03/22/24 SCALE: 1" = 20'	<b>GRANDE RESERVE - UNIT 10A</b> <b>YORKVILLE, ILLINOIS</b> <b>FINAL PLAT OF SUBDIVISION</b>
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## Manhard

### CONSULTING

333 East Butterfield Road, Suite 600, Lombard, IL 60148 | p: 630.991.8500 | f: 630.991.8585 | manhard.com

Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY
04/29/24	REVISED PER VILLAGE REVIEW	LB



FINAL PLAT  
OF  
GRANDE RESERVE - UNIT 10A

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11 AND PART OF THE NORTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

**SUBMITTED BY/RETURN TO:**

D.R. HORTON  
1750 E. GOLF ROAD, SUITE 925  
SCHALMURG, IL 60173

**PIN'S**

PART OF 02-14-100-020

CITY PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS )  
 )SS  
COUNTY OF KENDALL )

APPROVED AND ACCEPTED BY THE PLANNING AND ZONING COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CHAIRMAN \_\_\_\_\_

SURFACE WATER STATEMENT

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

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

DATED THIS 28TH DAY OF JANUARY, 2024.

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

OWNER/ATTORNEY: \_\_\_\_\_

PRINTED NAME AND TITLE \_\_\_\_\_

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 \_\_\_\_\_, 2024.

MAYOR \_\_\_\_\_

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS )  
 )SS  
COUNTY OF KENDALL )

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

DATED AT YORKVILLE, ILLINOIS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CITY ENGINEER \_\_\_\_\_

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS )  
 )SS  
COUNTY OF KENDALL )

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, BY ORDINANCE No. \_\_\_\_\_

AT A MEETING HELD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CITY CLERK \_\_\_\_\_

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS )  
 )SS  
COUNTY OF KENDALL )

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CITY ADMINISTRATOR \_\_\_\_\_

KENDALL COUNTY RECORDER'S CERTIFICATE

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

THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024, AT \_\_\_\_ O'CLOCK \_\_\_\_ M.

BY: \_\_\_\_\_  
KENDALL COUNTY RECORDER

PERMISSION TO RECORD

STATE OF ILLINOIS )  
 )SS  
COUNTY OF DUPAGE )

I, \_\_\_\_\_, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO THE OWNERS REPRESENTATIVE TO RECORD THIS PLAT ON OR BEFORE DECEMBER 31, 2024. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2024.

**FOR REVIEW ONLY**

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4017  
LICENSE EXPIRES NOVEMBER 30, 2024

KENDALL COUNTY CLERK'S CERTIFICATE

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

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

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

THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

COUNTY CLERK \_\_\_\_\_

SURVEYORS CERTIFICATE

STATE OF ILLINOIS )  
 )SS  
COUNTY OF DUPAGE )

THIS IS TO DECLARE THAT THE PROPERTY DESCRIBED HEREON WAS SURVEYED AND SUBDIVIDED BY MANHARD CONSULTING, LTD., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE WESTERLY-MOST NORTHWEST CORNER OF LOT 773 IN GRANDE RESERVE UNIT 9, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2005 AS DOCUMENT NUMBER 200500028116, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY OF MATLOCK DRIVE HERETOFORE DEDICATED PER DOCUMENT 200500028116; THENCE SOUTH 49 DEGREES 54 MINUTES 35 SECONDS WEST, A DISTANCE OF 66.32 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID MATLOCK DRIVE; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MATLOCK DRIVE AND THE NORTH RIGHT-OF-WAY LINE OF GRANDE TRAIL HERETOFORE DEDICATED PER DOCUMENT NUMBER 200400023008 FOR THE FOLLOWING NINE (9) COURSES: 1) THENCE SOUTHEASTERLY, ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 117.00 FEET, AN ARC DISTANCE OF 72.16 FEET, A CHORD BEARING SOUTH 29 DEGREES 29 MINUTES 16 SECONDS EAST, AND A CHORD DISTANCE OF 71.02 FEET TO A POINT OF TANGENCY; 2) THENCE SOUTH 11 DEGREES 49 MINUTES 06 SECONDS EAST, A DISTANCE OF 135.73 FEET TO A POINT OF CURVATURE; 3) THENCE SOUTHERLY, ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 733.00 FEET, AN ARC DISTANCE OF 203.87 FEET, A CHORD BEARING SOUTH 19 DEGREES 47 MINUTES 11 SECONDS EAST, AND A CHORD DISTANCE OF 203.21 FEET TO A POINT OF TANGENCY; 4) THENCE SOUTH 27 DEGREES 45 MINUTES 15 SECONDS EAST, A DISTANCE OF 66.67 FEET TO A POINT OF CURVATURE; 5) THENCE SOUTHEASTERLY, ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 483.00 FEET, AN ARC DISTANCE OF 22.46 FEET, A CHORD BEARING SOUTH 29 DEGREES 05 MINUTES 10 SECONDS EAST, AND A CHORD DISTANCE OF 22.46 FEET TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHERLY, ALONG A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 36.40 FEET, A CHORD BEARING SOUTH 11 DEGREES 17 MINUTES 46 SECONDS WEST, AND A CHORD DISTANCE OF 33.27 FEET TO A POINT OF TANGENCY; 7) THENCE SOUTH 53 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 158.23 FEET TO A POINT OF CURVATURE; 8) THENCE WESTERLY, ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 565.00 FEET, AN ARC DISTANCE OF 350.53 FEET, A CHORD BEARING SOUTH 70 DEGREES 47 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 344.93 FEET TO A POINT OF TANGENCY; 9) THENCE SOUTH 88 DEGREES 33 MINUTES 23 SECONDS WEST, A DISTANCE OF 341.11 FEET; THENCE NORTH 01 DEGREES 20 MINUTES 56 SECONDS EAST, A DISTANCE OF 356.70 FEET; THENCE NORTH 84 DEGREES 22 MINUTES 06 SECONDS EAST, A DISTANCE OF 160.13 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHERLY, ALONG A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1467.00 FEET, AN ARC DISTANCE OF 214.90 FEET, A CHORD BEARING NORTH 09 DEGREES 49 MINUTES 42 SECONDS WEST, AND A CHORD DISTANCE OF 214.71 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 77 DEGREES 15 MINUTES 50 SECONDS EAST, A DISTANCE OF 155.51 FEET; THENCE EASTERLY, ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 153.00 FEET, AN ARC DISTANCE OF 121.58 FEET, A CHORD BEARING SOUTH 79 DEGREES 58 MINUTES 19 SECONDS EAST, AND A CHORD DISTANCE OF 118.40 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 37 DEGREES 19 MINUTES 14 SECONDS EAST, A DISTANCE OF 83.00 FEET; THENCE NORTH 23 DEGREES 34 MINUTES 03 SECONDS EAST, A DISTANCE OF 73.16 FEET; THENCE NORTH 30 DEGREES 35 MINUTES 32 SECONDS EAST, A DISTANCE OF 150.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY, ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 336.00 FEET, AN ARC DISTANCE OF 71.84 FEET, A CHORD BEARING SOUTH 53 DEGREES 16 MINUTES 56 SECONDS EAST, AND A CHORD DISTANCE OF 71.70 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47 DEGREES 09 MINUTES 25 SECONDS EAST, A DISTANCE OF 79.40 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 8.16 FEET, A CHORD BEARING SOUTH 45 DEGREES 52 MINUTES 46 SECONDS EAST, AND A CHORD DISTANCE OF 8.16 FEET TO THE POINT OF BEGINNING.

SUBDIVIDED PROPERTY CONTAINS 9.645 ACRES, MORE OR LESS AND ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

THIS IS ALSO TO DECLARE THAT THE PROPERTY AS DESCRIBED ON THE ANNEXED PLAT LIES WITHIN THE CORPORATE LIMITS OF YORKVILLE, KENDALL COUNTY, ILLINOIS WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY 65 ILCS 5, SECTION 11-12-6.

5/8" DIAMETER BY 24" LONG IRON RODS WILL BE SET AT ALL SUBDIVISION CORNERS, LOT CORNERS, POINTS OF CURVATURE AND POINTS OF TANGENCY IN COMPLIANCE WITH ILLINOIS STATUTES AND APPLICABLE ORDINANCES, UNLESS OTHERWISE NOTED.

THIS IS ALSO TO DECLARE THAT THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 17093C0035H WITH AN EFFECTIVE DATE OF JANUARY 8, 2014 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE X (UNSHADED). ZONE X (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2024.

**FOR REVIEW ONLY**

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4017  
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL REGISTRATION  
NO. 184003350-EXPIRES APRIL 30, 2025

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

DATE OF FIELD SURVEY: \_\_\_\_\_

Table with columns: DRAWN BY, REVISIONS, DATE. Includes a date stamp: 08/29/24 REVISED PER VILLAGE REVIEW LB



GRANDE RESERVE - UNIT 10A  
YORKVILLE, ILLINOIS  
FINAL PLAT OF SUBDIVISION  
PROJ. MGR.: CJS  
PROJ. ASSOC.: CJS  
DRAWN BY: LB  
DATE: 03/22/24  
SCALE: N/A  
SHEET  
7 OF 7  
DRHYV102

File Path: P:\Dhryv\03\Draw\Virtual\Drawings\Plat of Subdivision\Final Plat\Unit 10A\06-07.DRW (06-07.DRW) Updated By: CSBazar



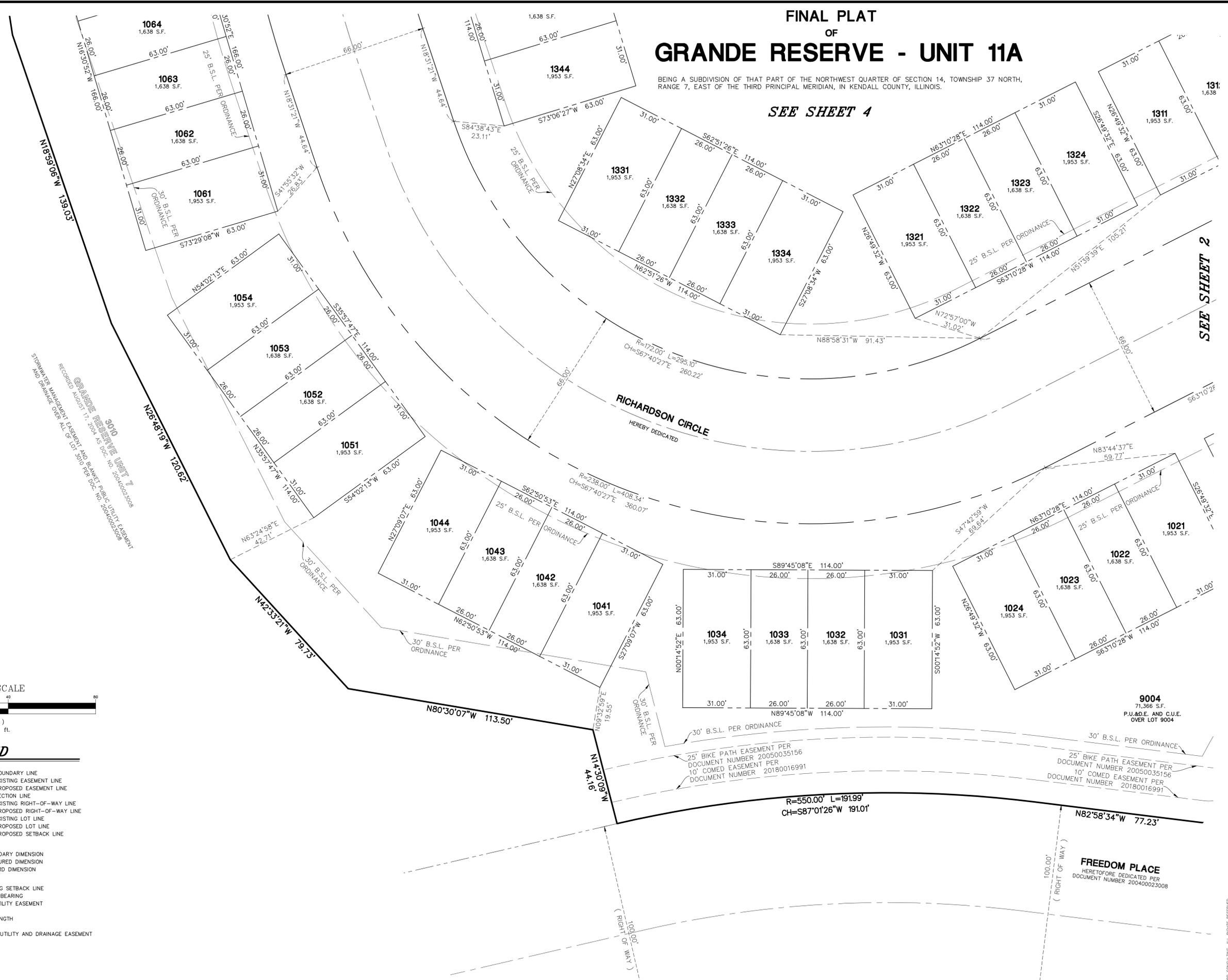


# FINAL PLAT OF GRANDE RESERVE - UNIT 11A

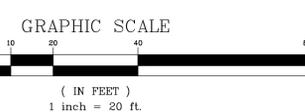
BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH,  
RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

SEE SHEET 4

SEE SHEET 2



3010  
GRANDE RESERVE UNIT 7  
RECORDED AUGUST 17, 2004 AS DOC. NO. 20040022008  
STORMWATER MANAGEMENT EASEMENT AND BLANKET PUBLIC UTILITY EASEMENT  
AND EASEMENT OVER ALL OF LOT 3010 PER DOC. NO. 20040022008



**LEGEND**

---	BOUNDARY LINE
---	EXISTING EASEMENT LINE
---	PROPOSED EASEMENT LINE
---	SECTION LINE
---	EXISTING RIGHT-OF-WAY LINE
---	PROPOSED RIGHT-OF-WAY LINE
---	EXISTING LOT LINE
---	PROPOSED LOT LINE
---	PROPOSED SETBACK LINE

XXX.XX'	BOUNDARY DIMENSION
XXXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION
B.S.L.	= BUILDING SETBACK LINE
CH	= CHORD BEARING
C.U.E.	= CITY UTILITY EASEMENT
E	= EAST
L	= ARC LENGTH
N	= NORTH
P	= PUBLIC UTILITY AND DRAINAGE EASEMENT
R	= RADIUS
S	= SOUTH
W	= WEST

DATE	
REVISIONS	
REVISED PER	VILLAGE REVIEW
DATE	04/29/24

**Manhard CONSULTING**  
 100 East Broadway, Suite 200, Yorkville, IL 62458  
 618-298-1100  
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

GRANDE RESERVE - UNIT 11A  
 YORKVILLE, ILLINOIS  
 FINAL PLAT OF SUBDIVISION

PROJ. MGR.:	CJS
PROJ. ASSOC.:	CJS
DRAWN BY:	LB
DATE:	03/22/24
SCALE:	1" = 20'
SHEET	3 OF 7
DRHYVLO1	

April 29, 2024 - 1:13 PM Draw Name: P:\Drawings\2024\3010\3010 Final Plat\11A Unit 7 Final Plat.dwg, Updated by: CSalazar





FINAL PLAT  
OF  
GRANDE RESERVE - UNIT 11A

BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 14 , ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

OWNERSHIP CERTIFICATE

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED ON THE ATTACHED PLAT AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN BY THE PLAT FOR THE USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

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

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

WITNESS MY (OUR) HAND AND SEAL AT \_\_\_\_\_ (town),  
\_\_\_\_\_ state,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

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

OWNER (PRINTED NAME) \_\_\_\_\_ OWNER (PRINTED NAME) \_\_\_\_\_

OWNER'S NOTARY CERTIFICATE

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

I, \_\_\_\_\_, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

\_\_\_\_\_ (BANK NAME) , HOLDER OF A MORTGAGE ON THE PROPERTY DESCRIBED HEREIN, HEREBY CONSENTS TO THE EXECUTION AND RECORDING OF THE ABOVE AND FOREGOING PLAT OF SUBDIVISION AND HEREBY SUBMITS ITS MORTGAGE RECORDED ON \_\_\_\_/\_\_\_\_/\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_ IN THE OFFICE OF THE RECORDER OF DEEDS, \_\_\_\_\_ COUNTY, ILLINOIS, TO ALL OF THE PROVISIONS THEREOF.

IN WITNESS WHEREOF, THE SAID

\_\_\_\_\_ (BANK NAME) HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED

OFFICERS ON ITS BEHALF AT \_\_\_\_\_ (TOWN),

\_\_\_\_\_ (STATE),

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

BANK NAME AND COMPLETE ADDRESS:

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

BY: \_\_\_\_\_  
PRINTED NAME AND TITLE

ATTEST: \_\_\_\_\_  
PRINTED NAME AND TITLE

OWNER'S NAME AND ADDRESS

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

EASEMENT PROVISIONS

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

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

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (or similar designation) ON THE PLAT AND MARKED "EASEMENT"; "UTILITY EASEMENT"; "PUBLIC UTILITY EASEMENT"; "P.U.E." (or similar designation), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS" AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS, SAFLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (or similar designation) ON THE PLAT AND MARKED "EASEMENT"; "UTILITY EASEMENT"; "PUBLIC UTILITY EASEMENT"; "P.U.E." (or similar designation), WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF THE REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH MAY BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS"; "COMMON ELEMENTS"; "OPEN SPACE"; "OPEN AREA"; "COMMON GROUND"; "PARKING"; AND "COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

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

MORTGAGEE'S NOTARY CERTIFICATE

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

I, \_\_\_\_\_, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOTARY PUBLIC

CITY UTILITY EASEMENTS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "CITY UTILITY EASEMENT OR C.U.E." SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER, SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE UNITED CITY OF YORKVILLE, EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

UNITED CITY OF YORKVILLE  
EASEMENT PROVISIONS

PUBLIC UTILITY AND DRAINAGE EASEMENT

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NICOR, COM ED, JONES INTERCABLE, OTHER PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY THE CITY OF YORKVILLE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT" (P.U. & D.E.) TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE OF THE "PUBLIC UTILITY & DRAINAGE EASEMENT", INCLUDING WITHOUT LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, SANITARY SEWERS AND ELECTRICITY, WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT"; TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO. NO PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT"; BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RECROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO. EXISTING WITHIN THE EASEMENTS BEING CROSSED OR RECROSSED. NO USE OR OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

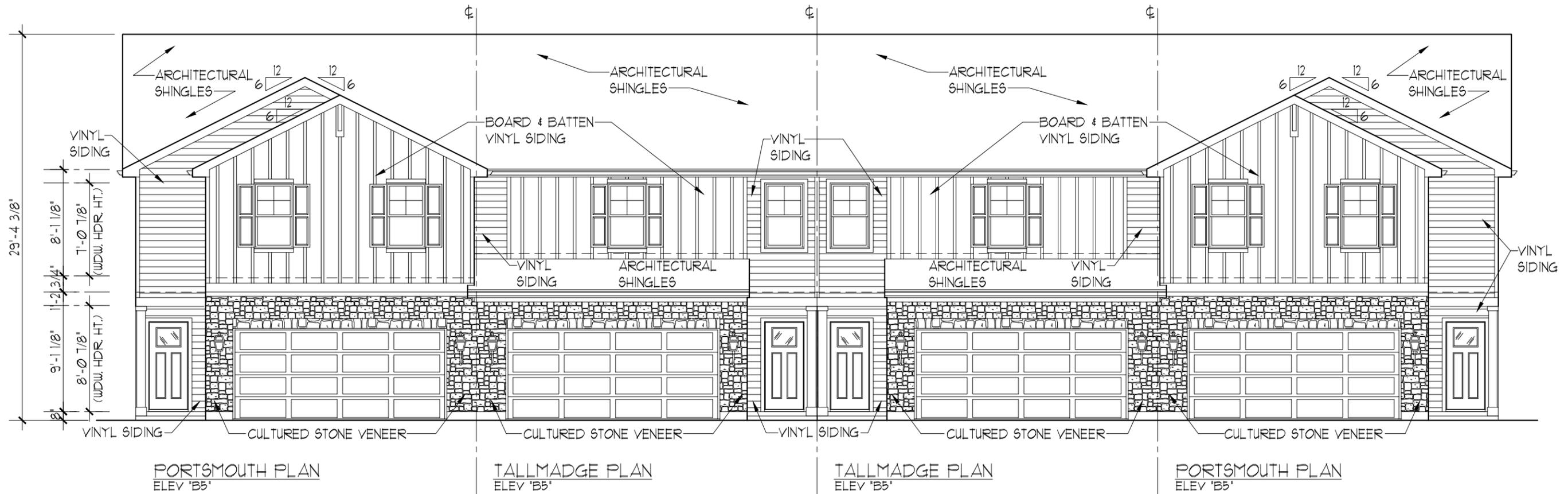
Table with columns: DRAWN BY, REVISIONS, DATE. Includes revision history and date 04/29/24.



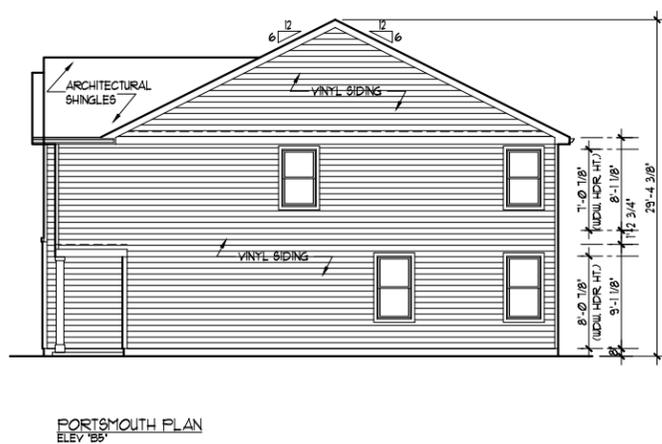
Project information: PROJ MGR: CJS, PROJ ASSOC: CJS, DRAWN BY: LB, DATE: 03/22/24, SCALE: N/A, SHEET 6 OF 7, DRHYVLO2.

April 29, 2024 - 1:53:04 Draw Name: P:\Drhyn\03\Draws\Final\Final Plat\Unit 11A\06-07-DRHYVLO2.PLS-11A.dwg Updated by: CSahar

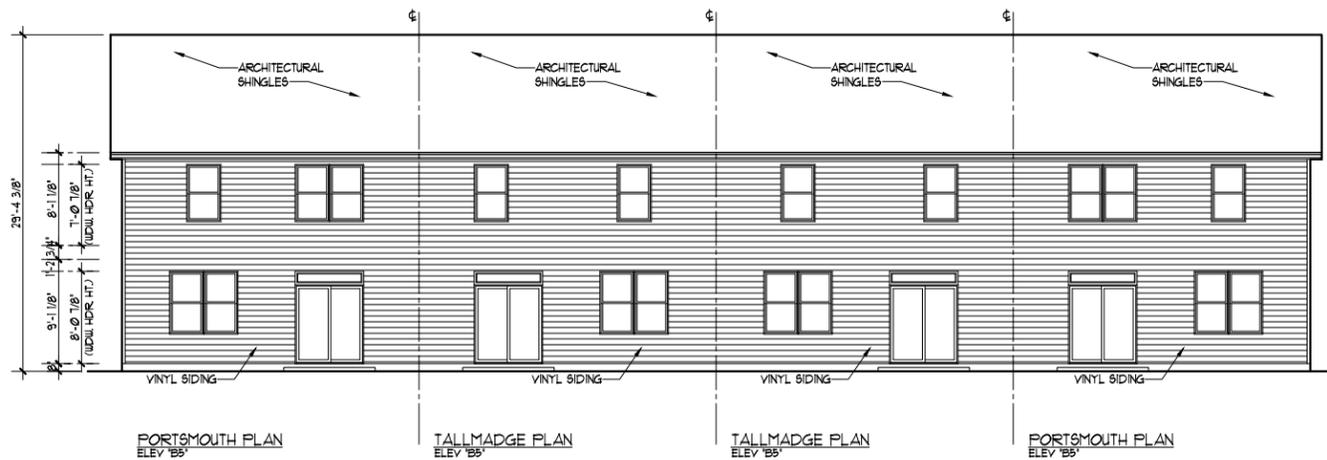




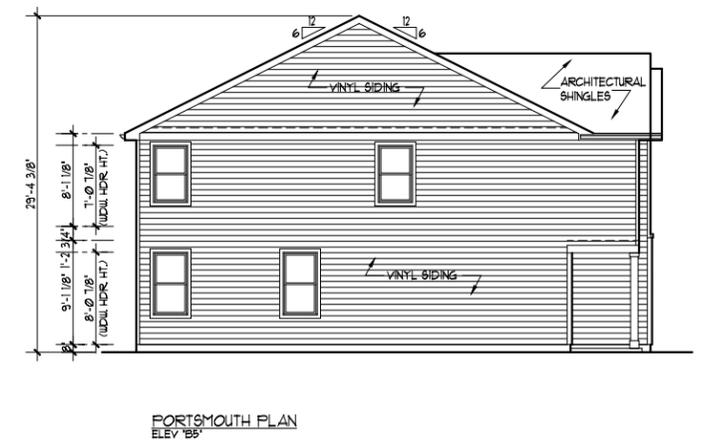
**FRONT ELEVATION - 4 UNIT BUILDING**  
SCALE: 1/8" = 1'-0"



**TYPICAL RIGHT ELEVATION**  
SCALE: 1/16" = 1'-0"



**TYPICAL REAR ELEVATION**  
SCALE: 1/16" = 1'-0"



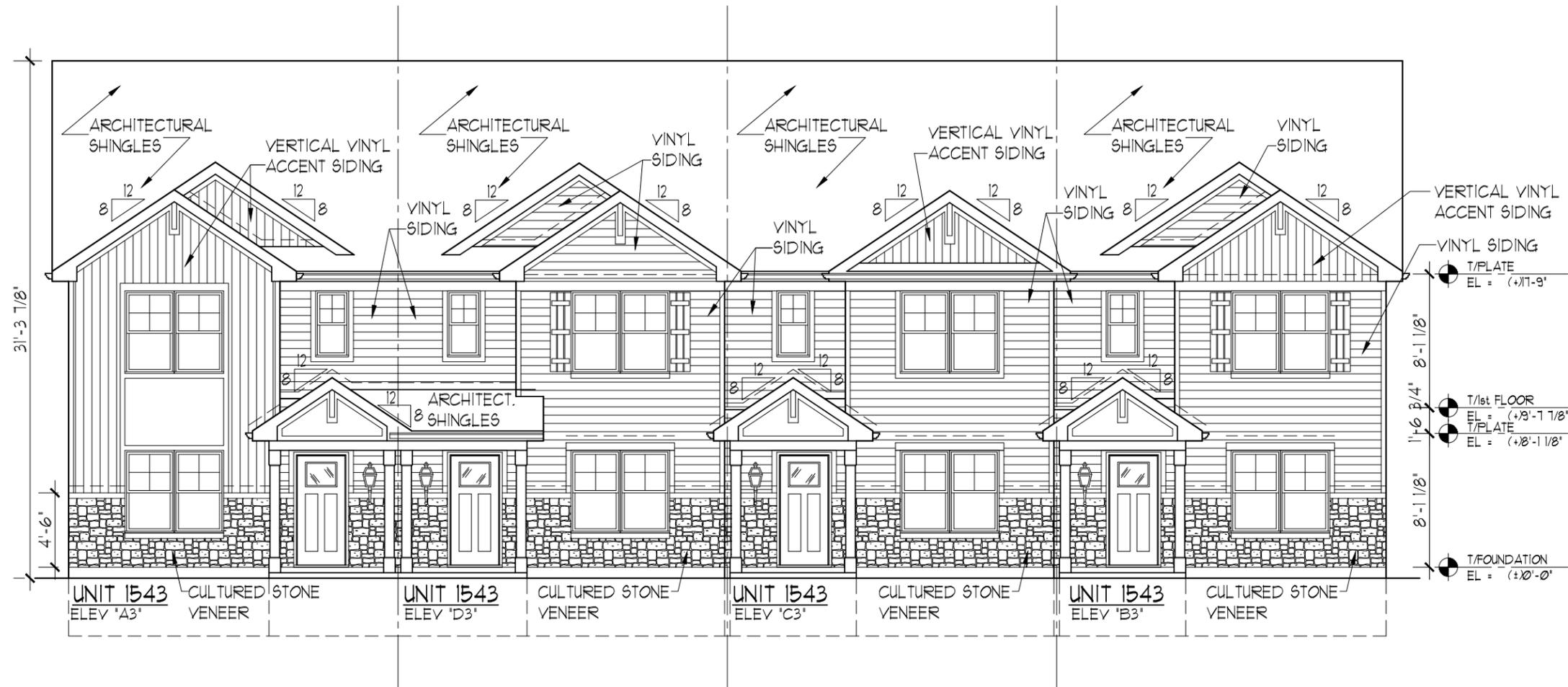
**TYPICAL LEFT ELEVATION**  
SCALE: 1/16" = 1'-0"

MASONRY AREA CALCULATIONS	
TOTAL FRONT ELEVATION SIDEABLE AREA (NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) =	1289.60 SQ. FT.
TOTAL SIDING AREA =	983.86 SQ. FT.
TOTAL STONE AREA =	305.14 SQ. FT. (23.10%)

# 4 UNIT BUILDING

## PORTSMOUTH TH SERIES

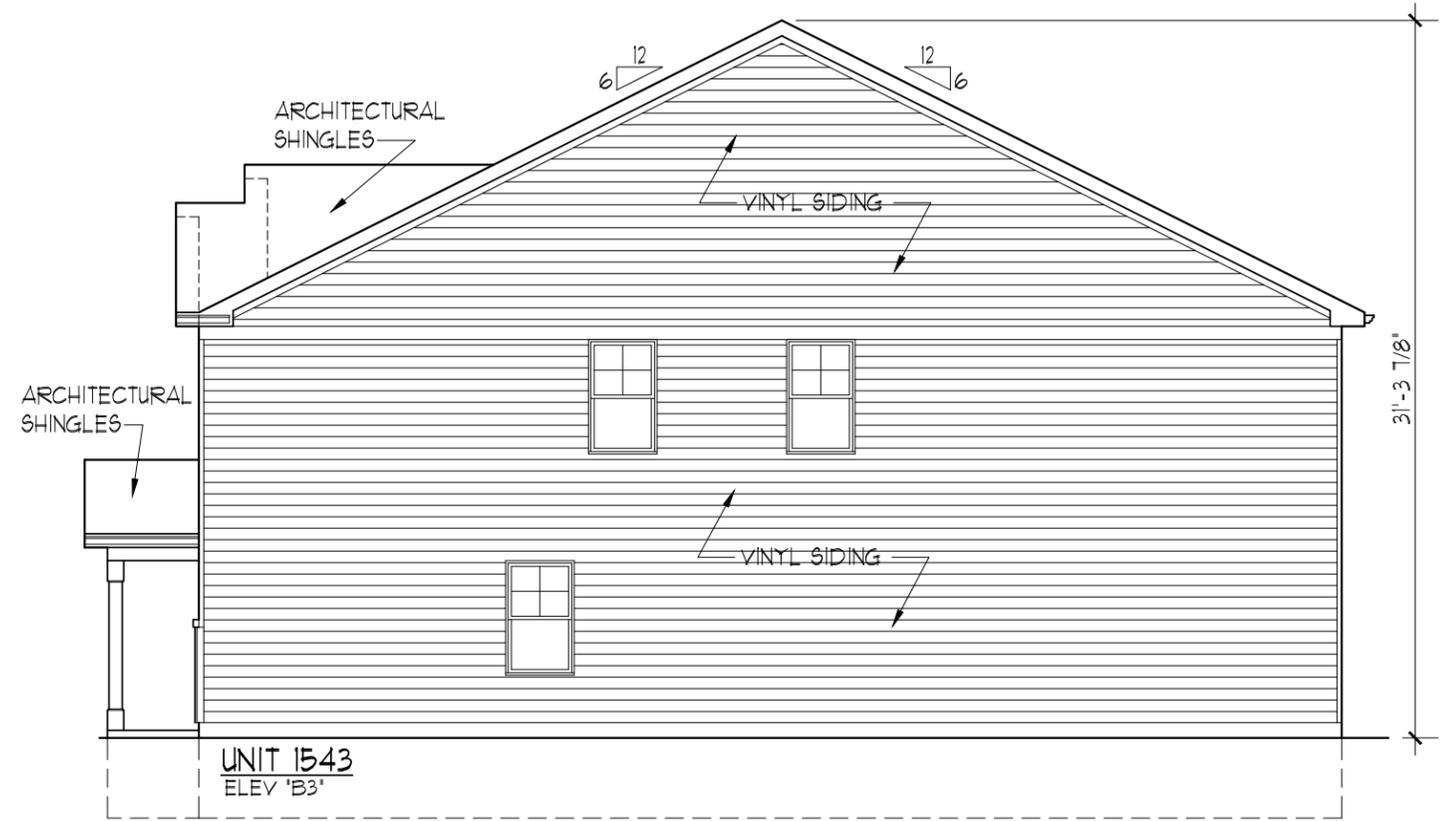
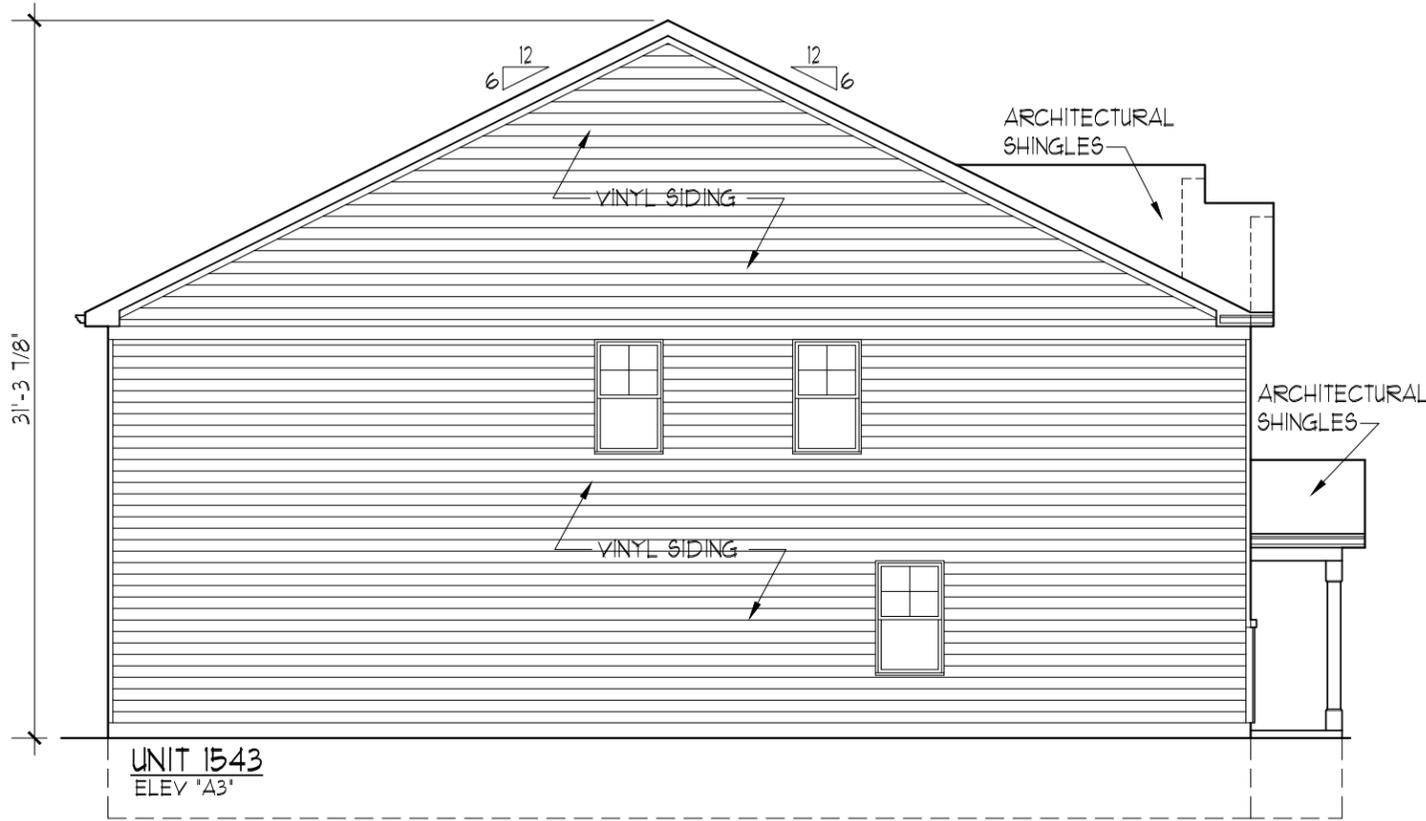
GRANDE RESERVE  
YORKVILLE, IL



FRONT ELEVATION - 4-UNIT BUILDING

MASONRY AREA CALCULATIONS	
TOTAL FRONT ELEVATION SIDEABLE AREA (NOT INCLUDING WINDOWS, DOORS, & ROOF AREA) =	1130.13 SQ. FT.
TOTAL SIDING AREA =	888.38 SQ. FT.
TOTAL STONE AREA =	241.75 SQ. FT. (21.40%)

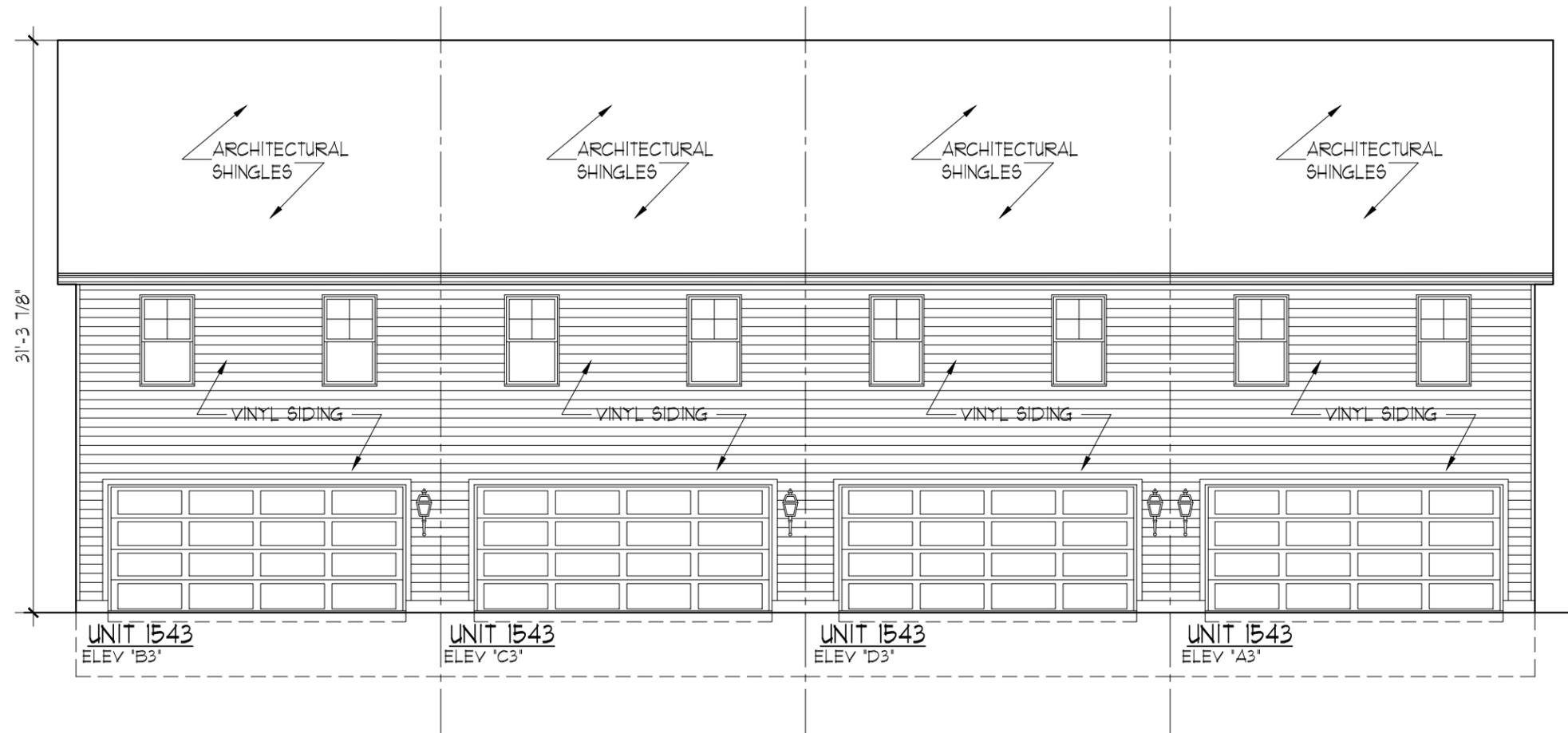
ELEVATIONS  
 20' 2-STORY SEABOARD SERIES  
 GRANDE RESERVE  
 YORKVILLE, IL



LEFT ELEVATION

RIGHT ELEVATION

ELEVATIONS  
20' 2-STORY SEABOARD SERIES  
GRANDE RESERVE  
YORKVILLE, IL



REAR ELEVATION - 4-UNIT BUILDING

ELEVATIONS  
 20' 2-STORY SEABOARD SERIES  
 GRANDE RESERVE  
 YORKVILLE, IL







THIS INSTRUMENT PREPARED  
BY AND SHOULD BE RETURNED  
TO:

Steven H. Goodman  
MELTZER, PURTILL & STELLE LLC  
1515 East Woodfield Road  
Second Floor  
Schaumburg, Illinois 60173-5431

ABOVE SPACE FOR RECORDER'S USE ONLY

## DECLARATION FOR GRANDE RESERVE TOWNES

### TABLE OF CONTENTS

ARTICLE ONE	Definitions.....	1
1.01	ASSOCIATION.....	1
1.02	BACKUP SPECIAL SERVICE AREA.....	1
1.03	CHARGES.....	2
1.04	COMMUNITY AREA.....	2
1.05	COMMUNITY ASSESSMENT.....	2
1.06	COMMUNITY EXPENSES.....	2
1.07	INTENTIONALLY OMITTED.....	2
1.08	INTENTIONALLY OMITTED.....	2
1.09	COST SHARING AGREEMENT.....	2
1.10	COUNTY.....	2
1.11	DECLARANT.....	2
1.12	DECLARATION.....	3
1.13	DEVELOPMENT AREA.....	3
1.14	DWELLING UNIT.....	3
1.15	FIRST MORTGAGEE.....	3
1.16	GRAND RESERVE COMMUNITY ASSOCIATION.....	3
1.17	HOME.....	3
1.18	HOME EXTERIOR.....	3
1.19	LOT.....	3
1.20	MANAGERS.....	3
1.21	MUNICIPALITY.....	3
1.22	OPERATING AGREEMENT.....	3
1.23	OWNER.....	3
1.24	PERSON.....	3
1.25	PREMISES.....	4
1.26	PRIVATE WATER AND SEWER SERVICE EXTENSIONS.....	4
1.27	RECORD.....	4
1.28	RESIDENT.....	4
1.29	TURNOVER DATE.....	4
1.30	VOTING MEMBER.....	4
ARTICLE TWO	Scope of Declaration/Certain Easements.....	4

2.01	PROPERTY SUBJECT TO DECLARATION.....	4
2.02	CONVEYANCES SUBJECT TO DECLARATION .....	4
2.03	DURATION .....	4
2.04	DWELLING UNIT CONVEYANCE .....	5
2.05	ACCESS EASEMENT.....	5
2.06	RIGHT OF ENJOYMENT.....	5
2.07	DELEGATION OF USE .....	5
2.08	UTILITY EASEMENTS .....	5
2.09	EASEMENTS, LEASES, LICENSES AND CONCESSIONS .....	5
2.10	ASSOCIATION'S ACCESS.....	6
2.11	NO DEDICATION TO PUBLIC USE.....	6
2.12	EASEMENT FOR ENCROACHMENT .....	6
2.13	OWNERSHIP OF COMMUNITY AREA .....	7
2.14	REAL ESTATE TAXES FOR COMMUNITY AREA.....	7
ARTICLE THREE Maintenance/Services/Alterations .....		7
3.01	IN GENERAL .....	7
3.02	MAINTENANCE BY ASSOCIATION.....	7
3.03	MAINTENANCE BY OWNER.....	8
3.04	CERTAIN UTILITY COSTS.....	8
3.05	DAMAGE BY RESIDENT.....	9
3.06	ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA.....	9
3.07	ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO HOME EXTERIORS.....	9
3.08	WASTE REMOVAL.....	10
ARTICLE FOUR Insurance/Condemnation.....		10
4.01	ASSOCIATION INSURANCE.....	10
4.02	HOME INSURANCE/DAMAGE .....	11
4.03	OWNER RESPONSIBILITY .....	13
4.04	WAIVER OF SUBROGATION.....	13
4.05	CONDEMNATION.....	13
ARTICLE FIVE The Association.....		14
5.01	IN GENERAL .....	14
5.02	MEMBERSHIP .....	14
5.03	VOTING MEMBERS .....	14
5.04	MANAGERS.....	14
5.05	VOTING RIGHTS .....	14
5.06	MANAGERS LIABILITY .....	15
5.07	ENGAGEMENT OF MANAGING AGENT .....	15
5.08	REPRESENTATION .....	15
5.09	DISSOLUTION.....	15
5.10	LITIGATION .....	16
5.11	CONVERSION/MERGER.....	16
ARTICLE SIX Assessments .....		16
6.01	PURPOSE OF ASSESSMENTS.....	16
6.02	ASSESSMENTS .....	16
6.03	PAYMENT OF ASSESSMENT .....	17
6.04	REVISED ASSESSMENT.....	17
6.05	SPECIAL ASSESSMENT.....	18
6.06	CAPITAL RESERVE.....	18
6.07	INITIAL CAPITAL CONTRIBUTION.....	19
6.08	PAYMENT OF ASSESSMENTS .....	19
ARTICLE SEVEN Collection of Charges and Remedies for Breach or Violation.....		19
7.01	CREATION OF LIEN AND PERSONAL OBLIGATION .....	19

7.02	COLLECTION OF CHARGES.....	19
7.03	NON-PAYMENT OF CHARGES .....	19
7.04	LIEN FOR CHARGES SUBORDINATED TO MORTGAGES .....	20
7.05	SELF-HELP BY MANAGERS.....	20
7.06	OTHER REMEDIES OF THE MANAGERS .....	20
7.07	COSTS AND EXPENSES .....	20
7.08	ENFORCEMENT BY OWNERS .....	20
7.09	ENFORCEMENT BY MUNICIPALITY.....	21
7.10	BACKUP SPECIAL SERVICE AREA.....	21
ARTICLE EIGHT	Use Restrictions.....	21
8.01	INDUSTRY/SIGNS .....	21
8.02	UNSIGHTLY USES.....	21
8.03	SATELLITE DISHES/ANTENNAE.....	21
8.04	RESIDENTIAL USE ONLY .....	22
8.05	PARKING .....	22
8.06	PETS.....	22
8.07	NO NUISANCE .....	22
8.08	RULES AND REGULATIONS .....	22
8.09	FENCING.....	22
8.10	SHEDS .....	22
8.11	WATERING.....	22
8.12	POOL.....	22
ARTICLE NINE	Declarant's Reserved Rights and Special Provisions Covering Development Period .....	23
9.01	IN GENERAL .....	23
9.02	PROMOTION OF PROJECT.....	23
9.03	CONSTRUCTION ON PREMISES.....	23
9.04	GRANT OF EASEMENTS AND DEDICATIONS.....	23
9.05	DECLARANT CONTROL OF ASSOCIATION.....	23
9.06	OTHER RIGHTS .....	24
9.07	ASSIGNMENT BY DECLARANT .....	24
9.08	DESIGN AND MAINTENANCE CONTROLS.....	24
ARTICLE TEN	Amendment .....	26
10.01	SPECIAL AMENDMENTS .....	26
10.02	AMENDMENT .....	26
ARTICLE ELEVEN	First Mortgagees Rights .....	26
11.01	NOTICE TO FIRST MORTGAGEES .....	26
11.02	CONSENT OF FIRST MORTGAGEES.....	27
11.03	INSURANCE PROCEEDS/CONDEMNATION AWARDS .....	28
ARTICLE TWELVE	Annexing Additional Property.....	28
12.01	IN GENERAL .....	28
12.02	POWER TO AMEND .....	28
12.03	EFFECT OF SUPPLEMENTAL DECLARATION.....	29
ARTICLE THIRTEEN	Party Walls .....	29
13.01	PARTY WALL.....	29
13.02	RIGHTS IN PARTY WALL .....	30
13.03	DAMAGE TO PARTY WALL.....	30
13.04	CHANGE IN PARTY WALL.....	30
13.05	ARBITRATION .....	30
ARTICLE FOURTEEN	Miscellaneous.....	31
14.01	NOTICES .....	31

14.02 CAPTIONS..... 31  
14.03 SEVERABILITY..... 31  
14.04 PERPETUITIES AND OTHER INVALIDITY ..... 31  
14.05 TITLE HOLDING LAND TRUST ..... 31  
14.06 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES ..... 32  
14.07 MUNICIPAL ORDINANCES AND REGULATIONS ..... 32

## DECLARATION FOR GRANDE RESERVE TOWNES

This Declaration is made by D.R. Horton, Inc.-Midwest, a California corporation ("Declarant").

### R E C I T A L S

The Development Area is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased development called Grande Reserve Townes (the "Development"). The Development shall include Dwelling Units and Community Area.

Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Twelve. Nothing in this Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

In order to provide for the orderly and proper maintenance of the Premises, the Declarant has formed (or will form) the Association under the Illinois Limited Liability Company Act, and the Association shall adopt budgets and fix assessments to pay the expenses incurred in connection with such duties. Each Owner of a Dwelling Unit shall be a member of the Association and shall be responsible for paying assessments with respect to the Dwelling Unit owned by such Owner.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to manage the affairs of the Association or to designate the Managers of the Association, as more fully described in Article Nine and in the Operating Agreement, and the right to come upon the Premises in connection with Declarant's efforts to sell Dwelling Units and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

### ARTICLE ONE Definitions

For brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 ASSOCIATION: The Grande Reserve Townes Homeowners Association, LLC, an Illinois limited liability company, its successors and assigns.

1.02 BACKUP SPECIAL SERVICE AREA: A special service area which may be

established by the Municipality to serve as a what is commonly referred to as a “Backup Special Service Area”, as more fully provided in Section 7.10.

1.03 CHARGES: The Community Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the Operating Agreement.

1.04 COMMUNITY AREA: Those portions of the Premises which are designated in Part III of Exhibit B, as Exhibit B may be amended from time to time, as Community Area. The Community Area will generally consist of and include greenspace, [entry monuments, if any,] and related appurtenances, [landscaped entry median islands, if any, which may be located within public right of way which serve the Premises] and other facilities and improvements which serve the Premises, and all portions of the Premises located outside of the Homes.

1.05 COMMUNITY ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.06 COMMUNITY EXPENSES: The Community Expenses shall include: (i) the expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping on the Community Area; (ii) the expense of maintenance, repair and replacement of all improvements located on the Community Area, [including, but not limited to, monument signs]; (iii) the expense of maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Community Area; (iv) the cost of insurance for the Community Area; (v) any expenses designated as Community Expenses by this Declaration, (vi) the expenses of the maintenance, repair and replacement of Home Exteriors, (vii) the premiums for fire and extended coverage insurance for the Homes, as provided for in Article Four, and (viii) the Association’s share of expenses to maintain certain storm water detention facilities as determined pursuant to the Cost Sharing Agreement. Notwithstanding the foregoing, Community Expenses shall not include any payments made out of Capital Reserves.

1.07 INTENTIONALLY OMITTED.

1.08 INTENTIONALLY OMITTED.

1.09 COST-SHARING AGREEMENT: That certain Cost-Sharing Agreement between the Association and the Grande Reserve Community Association dated \_\_\_\_\_ and recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ in the County, which determines the Association’s share of expenses borne by Grande Reserve Community Association in maintaining certain storm water detention facilities which serve the Premises.

1.10 COUNTY: Kendall County, Illinois, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in a County as of the Recording of this Declaration.

1.11 DECLARANT: D. R. Horton, Inc.-Midwest, a California corporation, its successors and assigns.

1.12 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.13 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.14 DWELLING UNIT: A Lot which is improved or intended to be improved with an attached single family residential unit may be referred to herein as a "Dwelling Unit".

1.15 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit.

1.16 GRAND RESERVE COMMUNITY ASSOCIATION: The Grande Reserve Community Association established pursuant to that certain [Declaration for Grande Reserve Community Association] recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ in the County.

1.17 HOME: That portion of a Dwelling Unit which is improved with an attached single family residential unit.

1.18 HOME EXTERIOR: The roof, slab, foundation, steps, footings, gutters, patios and outer surface of exterior walls and doors of Home, together with any utility lines located therein.

1.19 LOT: A subdivided lot which is designated in Exhibit B as a "Lot".

1.20 MANAGERS: The Declarant, as the sole Manager, or the Managers from time to time as appointed or elected as provided in this Declaration or the Operating Agreement.

1.21 MUNICIPALITY: The City of Yorkville, Illinois or its successors, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.22 OPERATING AGREEMENT: The Operating Agreement of the Association, a copy of which is attached hereto as Exhibit C.

1.23 OWNER: A Record owner, whether one or more persons, of fee simple title to a Dwelling Unit, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.

1.24 PERSON: A natural individual, corporation, partnership, trustee or other legal

entity capable of holding title to real property.

1.25 PREMISES: Those portions of the Development Area which are legally described in Exhibit B hereto, with all improvements thereon and rights appurtenant thereto. Declarant shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Declaration as part of the Premises as more fully provided in Article Twelve.

1.26 PRIVATE WATER AND SEWER SERVICE EXTENSIONS: The water service lines which are located on the Premises and which connect each Home with the dedicated water main which serves the Premises and the sewer lines which are located on the Premises and connect each Home with the dedicated sewer main which serves the Premises.

1.27 RECORD: To record in the office of the Recorder of Deeds for the County.

1.28 RESIDENT: An individual who legally resides in a Dwelling Unit.

1.29 TURNOVER DATE: The date on which the rights of the Declarant to manage the affairs of the Association and to designate the Managers of the Association are terminated under Section 9.05.

1.30 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

## ARTICLE TWO

### Scope of Declaration/Certain Easements

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as provided in Article Twelve hereof. Nothing in this Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations (as defined in Section 12.01) Recorded by Declarant pursuant to Article Twelve.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for

successive periods of ten (10) years each unless revoked, changed or amended as provided in Section 10.02.

2.04 DWELLING UNIT CONVEYANCE: Once a Dwelling Unit has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Dwelling Unit shall be of the entire Dwelling Unit and there shall be no conveyance or transfer of a portion of the Dwelling Unit without the prior written consent of the Managers.

2.05 ACCESS EASEMENT: Each Owner shall have a non-exclusive perpetual easement for ingress to and egress from the Owner's Lot to a public way, over and across the private roads, driveways and walkways located on the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Lot. The Municipality or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over and across the private roads and driveways located on the Community Area for police, fire, ambulance, waste removal or for the purpose of furnishing municipal or emergency services to the Premises. The Association, its employees and agents, shall have the right of ingress to, egress from, and parking on the Community Area, and the right to store equipment on the Community Area, for the purpose of furnishing any maintenance, repairs or replacements of the Premises, as required or permitted hereunder.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Community Area to Residents of the Owner's Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Dwelling Unit who are Residents.

2.08 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area for the purpose of providing utility services to the Premises. In addition, each Owner of a Dwelling Unit shall have a perpetual easement for the continued existence and use of water, sewer, electric, gas or other utility lines and/or components of the air conditioning system which were originally installed by the Declarant or a utility company and which serve the Owner's Home, which utility lines or wiring may be located in the Community Area or on any other portion of the Premises, including, without limitation, under or through another Dwelling Unit. Any damage resulting from the exercise of any of the easements declared under this Section 2.08 shall be repaired by the party causing such damage.

2.09 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association

shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area for such uses and purposes as the Managers deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Managers deems to be in the best interests of the Owners. Any proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Lot, shall be deemed to grant a power coupled with an interest to the Managers, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

2.10 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any portion of the Premises for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.11 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Section 2.08 and 2.09, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

2.12 EASEMENT FOR ENCROACHMENT: In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Dwelling Unit, any improvement which is intended to service and/or be part of the Dwelling Unit shall encroach upon any part of any other Dwelling Unit or upon the Community Area, or any improvement to the Community Area shall encroach upon any part of a Dwelling Unit, then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner (other than Declarant), if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Dwelling Unit shall have an easement appurtenant to his Dwelling Unit for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto another Dwelling Unit or the Community Area:

- (a) the eaves, gutters, downspouts, fascia, flashings, and like appendages which serve the Home on the Dwelling Unit;
  - (b) the chimney which serves the Home on the Dwelling Unit;
  - (c) the air conditioning equipment which serves the Home on the Dwelling Unit;
- or
- (d) balconies, steps, porches, door entries and patios which serve the Home on the Dwelling Unit.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted

under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

2.13 OWNERSHIP OF COMMUNITY AREA: The Community Area shall be conveyed to the Association free of mortgages no later than the Turnover Date; however any Community Area which is made subject to this Declaration after the Turnover Date shall be conveyed to the Association free of mortgages no later than ninety (90) days after such Community Area is made subject to this Declaration. Notwithstanding the foregoing, portions of the Community Area which may be located on public right of way shall not be conveyed to the Association, but the foregoing shall not negate the Association's obligation to maintain said Community Area.

2.14 REAL ESTATE TAXES FOR COMMUNITY AREA : If a tax bill is issued with respect to Community Area (which is not part of a Dwelling Unit) which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1<sup>st</sup> of the tax year to the date that such Community Area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill for such year, and for any subsequent years.

### ARTICLE THREE

#### Maintenance/Services/Alterations

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

#### 3.02 MAINTENANCE BY ASSOCIATION:

(a) The following maintenance, repairs and replacements shall be furnished by the Association as a Community Expense:

(1) Grass cutting and added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area; however, the watering of landscaping on the Community Area, may be required to be furnished by the Owners and/or Residents pursuant to rules, regulations and procedures adopted from time to time by the Managers;

(2) Maintenance, repair and replacement of [any monument signs] and other improvements located on the Community Area;

(3) Maintenance (including snow removal), repair and replacement of any private roads, driveways (inclusive of sealcoating on a schedule deemed appropriate by the Managers), parking lots or parking areas (inclusive of sealcoating on a schedule deemed appropriate by the Managers) and walkways located on the Community Area; and

(4) [Maintenance, repair and replacement of cluster mailboxes located within or

adjacent to dedicated rights of way in accordance with the design, material and color as originally constructed by Declarant;] and

(5) To the extent not maintained by a utility company, maintenance, repair and replacement of the water sewer, electric, gas and other utility lines, including, without limitation, Private Water and Sewer Service Extensions, and components of air conditioning systems, if any, which (a) are located on the Premises, including, without limitation, those located in the Community Area and those which run under or through Homes and (b) serve more than one Home; and

(6) Subject to 3.03(b), all maintenance (including periodic painting), repairs and replacement to the Home Exteriors.

Repairs and replacements to a Home which are required due to occurrences which are normally covered by insurance required to be obtained by the Association under Section 4.04 shall be made as provided in Section 4.04.

### 3.03 MAINTENANCE BY OWNER:

(a) Maintenance (other than periodic painting), repairs, and replacements of windows, doors (including storm and garage doors) and screening on a Home shall be the responsibility of the Owner of the Home; however, at the option of the Managers, such work may be furnished by the Association and the cost thereof charged to the Owner of the Home based on actual cost, as determined by the Managers in its reasonable judgment.

(b) To the extent not maintained by a utility company, maintenance, repair and replacement of water, sewer, electric, gas and other utility lines, and components of the air conditioning system which serve only the Owner's Home and are located on any portion of the Premises, including, without limitation, on the Community Area, under the Owner's Home or other Homes, shall be the responsibility of the Owner of the Home served by such utility lines or air conditioning system.

(c) If, in the judgment of the Managers, an Owner fails to maintain those portions of the Owner's Dwelling Unit which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Dwelling Units in the Development or in compliance with rules and regulations adopted by the Managers from time to time, then the Managers may, in its discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Managers, in its sole judgment, then the Managers may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

### 3.04 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the

use, operation and maintenance of the Premises may not be separately metered and billed to the Association. If the cost for any such utility is metered and charged to individual Dwelling Units rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Managers, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Managers, the Owner is being charged disproportionately for costs allocable to the Community Area or Home Exteriors, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Managers is properly allocable to the Community Area and Home Exteriors and the amount thereof shall be Community Expenses hereunder.

Any determinations or allocations made hereunder by the Managers shall be final and binding on all parties.

3.05 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of an Owner, damage shall be caused to the Premises and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Managers, to the extent not covered by insurance carried by the Association.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA: Subject to the provisions of Article Nine, no alterations, additions or improvements shall be made to the Community Area without the prior written consent of the Managers, and, until the Declarant no longer owns or controls title to any portion of the Development Area, the prior written consent of the Declarant, and, if required under applicable Municipality ordinances, the approval of the Municipality. The Association may cause alterations, additions or improvements to be made to the Community Area, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05; except, that, any such alteration, addition or improvement which shall cost more than six (6) months assessments then in effect under the then current budget shall be approved in advance at a meeting of the Owners.

3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO HOME EXTERIORS : No additions, alterations or improvements (including, without limitation, changes in the exterior color) shall be made to any Home Exterior by an Owner or Resident without the prior written consent of the Managers and compliance with applicable ordinances of the Municipality, provided that building additions to Home Exteriors by the Owners of Homes are expressly prohibited. Further, in no instance may attached garages be converted to habitable space, nor shall detached garages be permitted. The Managers may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Home Exterior which requires the consent of the Managers upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such

standards as the Managers may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Community Expenses, to pay to the Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement. If an addition, alteration or improvement which requires Managers consent hereunder is made to a Home Exterior by an Owner without the prior written consent of the Managers, then the Managers may, in its discretion, take any of the following actions:

- (a) Require the Owner to remove the addition, alteration or improvement and restore the Home Exterior to its original condition, all at the Owner's expense;
- (b) If the Owner refuses or fails to properly perform the work required under (a), the Managers may cause such work to be done and may charge the Owner for the cost thereof as determined by the Managers; or
- (c) Ratify the action taken by the Owner, and the Managers may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.08 WASTE REMOVAL: [Each Resident shall be responsible for establishing an account and service with a private waste hauler which will be responsible for providing waste disposal service to the Resident's Dwelling Unit. The cost thereof shall not be a Community Expense hereunder, and shall be billed directly to each Resident by said private waste hauler.]

#### ARTICLE FOUR Insurance/Condemnation

##### 4.01 ASSOCIATION INSURANCE:

(a) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Premises. The Managers may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(b) Fidelity bonds indemnifying the Association, the Managers and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Managers may deem desirable.

(c) The premiums for any insurance obtained under this Section shall be Community Expenses.

#### 4.02 HOME INSURANCE/DAMAGE:

(a) The Managers shall have the authority to and shall obtain what is currently commonly referred to as “bare wall” insurance for the Homes against loss or damage by fire and such other hazards as may be required under applicable requirements of Fannie Mae from time to time, as the Managers may deem desirable, or as reasonably required by First Mortgagees, for the full insurable replacement cost to restore a Home to its “bare walls” condition. Premiums for such insurance shall be Community Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Managers or the Association, as trustee for each of the Owners of Homes. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance shall not be invalidated by any act or neglect of any Owner, (iii) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the Association and the First Mortgagee of each Home, and (iv) shall contain waivers of subrogation with respect to the Association and its Managers, directors, officers, employees and agents (including the managing agent), Owners, occupants of the Home, First Mortgagees, the Declarant and/or shall name all such parties as additional insured parties as their interests may appear.

(b) The Managers may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Managers for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Managers shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be Community Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Managers shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Homes, the Managers shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Home so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Homes. Payment by an insurance company to the Managers or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Managers of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Managers or the corporate trustee.

(c) Unless expressly advised to the contrary by the Managers, each Owner shall obtain his or her own insurance on the contents of the Owner's Home and the fixtures, furnishings and personal property therein which are not covered by the insurance obtained by the Managers, through what is currently commonly referred to as an “HO-6 policy”, which shall include all items inside the primer on the drywall of the Owner's Home, including, without limitation, floor coverings, wall coverings, ceiling coverings, built in cabinets, fixtures, appliances, air conditioning equipment, furnace/hot water heaters and sump and ejector pumps, regardless of

from whom or when such items were acquired. Such HO-6 policy shall also include the Owner's personal liability to the extent not covered by the liability insurance for the Owners obtained as part of the Community Expenses as above provided. The Managers shall have no obligation whatsoever to obtain any such HO-6 insurance coverage on behalf of an Owner.

(d) Each Owner of a Home hereby waives and releases any and all claims which he may have against any other Owner, the Association, its directors and officers, the Declarant, the manager and the managing agent if any, and their respective employees and agents, for damage to the Home or to any personal property located in the Owner's Home caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

(e) In the case of damage by fire or other disaster to any Home (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement to the bare wall condition, then the proceeds shall be used by the Association to repair or reconstruct the Damaged Improvement to its bare wall condition.

(f) In the case of damage by fire or other disaster to any Home or building which contains Homes where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement to its bare wall condition or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Owners of Homes shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting at which a quorum of at least 20% of the Homes are represented, the Managers shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment to be levied against all Homes and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Managers under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least two-thirds (2/3rds) of the votes cast by Voting Members representing Homes at such meeting.

(4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) and (2) above or if a quorum is not present at such meeting, then the Managers may, at its discretion, call another meeting or meetings of the Owners of Homes to consider or reconsider, as applicable, the question of whether or not the Damaged Improvement shall be repaired or reconstructed.

(5) If the Voting Members representing Homes do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above, then the Managers may, with the consent of the Owners representing 75% of the Homes in the damaged building and First Mortgagees representing 75% of the Homes subject to Mortgages in the damaged building, amend this Declaration to withdraw the Lot which includes the Damaged Improvement from the terms hereof (except as provided below). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner of a Home shall be made to such Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Managers. From and after the effective date of the amendment referred to above in this paragraph, the Owners of Homes located on the Lot which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Homes if the amendment had not been Recorded; provided, that, the Lot shall continue to be subject to the provisions of Section 3.07 hereof and upon issuance of an occupancy permit for a building constructed on a Lot removed from the terms hereof as provided above, the Lot shall thereupon be subject to the terms hereof and the home to be constructed thereon shall become a Home hereunder.

(g) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Lot as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

(h) If the Damaged Improvement is not repaired or reconstructed, then the damaged portion of the building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Managers. Any reconstruction of the building shall be subject to the provisions of Section 3.07.

4.03 OWNER RESPONSIBILITY: In addition to the coverage described in Section 4.02 above with respect to his Home, each Owner shall obtain his own personal liability insurance to the extent not covered by the liability insurance for all of the Owners obtained as part of the Community Expenses as above provided, and the Managers shall have no obligation whatsoever to obtain any such individual insurance coverage on behalf of the Owners.

4.04 WAIVER OF SUBROGATION: The Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Association, its directors and officers, Declarant, the managing agent, if any, and their respective employees and agents, for damage to the Homes, the Community Area, or to any personal property located in or on the Homes, or the Community Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Managers under Sections 4.01(a) and (b) shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of an Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents.

4.05 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall

be paid to the Association and such proceeds, together with any Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Managers, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares for each Dwelling Unit, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area. Any acquisition by the Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and Recorded.

## ARTICLE FIVE The Association

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be organized as a limited liability company under Illinois law. The Association shall be the governing body for all of the Owners for the administration and operation of the Premises and the maintenance, repair and replacement of the Community Area and Home Exteriors as more fully provided herein.

5.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership for each Dwelling Unit. There shall be two classes of membership. The Declarant shall be the "Class B Member" with respect to each Dwelling Unit which it owns from time to time. Each Owner other than the Declarant shall be a "Class A Member" with respect to each Dwelling Unit which the Owner owns. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership.

5.03 VOTING MEMBERS: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Dwelling Unit owned by an Owner other than Declarant. The Declarant shall appoint a Voting Member for the Dwelling Units owned by Declarant. The Voting Member or his or her proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to the Managers and, if in the case of multiple individual Owners no designation is given, then the Managers at its election may recognize an individual Owner as the Voting Member for such Dwelling Unit.

5.04 MANAGERS: Prior to the Turnover Date, the Managers shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time, who need not be Owners or Voting Members. After the Turnover Date, the Managers shall consist of that number of individuals provided for in the Operating Agreement, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Declarant and the Owners (other than the Declarant) shall have no voting rights. From and after the Turnover Date, all of the

voting rights at any meeting of the Association shall be vested in the Voting Members, and (a) each Voting Member who represents a Class A Member shall have one vote for each Dwelling Unit which the Voting Member represents and (b) each Voting Member who represents the Class B Member shall have ten (10) votes for each Dwelling Unit which the Voting Member represents. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the Operating Agreement) upon an affirmative vote of a majority of the votes cast by the Voting Members present at such meeting.

5.06 MANAGERS LIABILITY: None of the Managers or the officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant and each of the Managers, and officers, his heirs, executors or administrators, against all contractual and other liabilities to the Owners, the Association or others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such indemnified party may be involved by virtue of such person being or having been such Managers provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Managers, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such Manager.

5.07 ENGAGEMENT OF MANAGING AGENT: Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on ninety (90) days written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Community Area and Home Exteriors. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Community Area and the Home Exteriors and any such settlement shall be final and shall bind all of the Owners.

5.09 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Community Area owned by the Association shall be conveyed to the Owners of Dwelling Units as tenants in common.

5.10 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the votes represented by the Voting Members to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the Operating Agreement or rules and regulations adopted by the Managers (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Association in proceedings instituted against it.

5.11 CONVERSION/MERGER: Prior to the Turnover Date, the Declarant, or after the Turnover Date, the Managers shall have the right, power and authority to convert the Association from an Illinois Limited Liability Company to an Illinois Not for Profit Corporation (“NFP Conversion”), as permitted under applicable laws of the State of Illinois, as amended from time to time (“IL Law”). In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant and/or the Managers, as applicable, to make, consent to, and execute such documents as may be required under Illinois Law on behalf of each Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant and/or the Managers to make, consent to, and execute the NFP Conversion and take such other actions as the Declarant and/or the Managers deem necessary or appropriate to carry out the intent of the NFP Conversion, including, without limitation, adopting By-Laws for the Association to replace the Operating Agreement.

## ARTICLE SIX Assessments

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively for the purposes of administering the affairs of the Association, paying the Community Expenses, and accumulating reserves for any such expenses.

6.02 ASSESSMENTS: Each year on or before December 1, the Managers shall adopt and furnish each Owner with a budget for the ensuing capital year, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Community Expenses;
- (c) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions;
- (d) The amount of the "Community Assessment" payable by the Owners of Dwelling Units, which is hereby defined as the amount determined in (a) above, plus the amount in (b) above, minus the amount determined in (c) above;

(e) That portion of the Community Assessment which shall be payable by the Owner of each Dwelling Unit each month until the next Community Assessment or revised Community Assessment becomes effective, which monthly amount shall be equal to the Community Assessment, divided by the number of Dwelling Units, divided by 12, so that each Owner shall pay equal Community Assessments for each Dwelling Unit owned;

Anything herein to the contrary notwithstanding the following provisions shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant's then current plan for the Development ("Declarant's Development Plan") and (ii) all proposed Dwelling Units have been built, sold and are occupied. The Declarant's Development Plan shall be kept on file with the Association and may be modified from time to time by Declarant. Prior to the Turnover Date, (i) each Owner (other than the Declarant) shall pay as the Owner's monthly share of the Community Assessment an amount equal to the budgeted Community Expenses as shown on the Stabilized Budget divided by the number of planned Dwelling Units as shown on the Declarant's Development Plan, divided by 12 so that each Owner (other than Declarant) will pay, with respect to each Dwelling Unit owned by the Owner, a monthly Community Assessment equal to what the Owner would be paying if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Dwelling Units have been built and are occupied. Declarant shall not be obligated to pay any Community Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Community Assessments plus working capital contributions to the Association under Section 6.07(b)(i) payable by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Community Expenses actually incurred with respect to such period, then the Declarant shall pay the difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.

**6.03 PAYMENT OF ASSESSMENT:** On or before the 1st day of January of the ensuing calendar year, and on the first day of each month thereafter until the effective date of the next annual or revised Community Assessment, each Owner of a Dwelling Unit (other than Declarant prior to the Turnover Date) for which a temporary, conditional or final certificate of occupancy has been issued by the Municipality shall pay to the Association, or as the Managers may direct, that portion of the Community Assessment, which is payable by each Owner of a Dwelling Unit under Section 6.02.

**6.04 REVISED ASSESSMENT:** If the Community Assessment proves inadequate for

any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Managers may increase or decrease the assessments payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: The Managers may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Dwelling Units in equal shares. No special assessment shall be adopted without the affirmative vote Voting Members representing at least two-thirds (2/3) of the votes cast on the question. The Managers shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Managers. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Association shall segregate and maintain a special reserve account (the "Capital Reserve") to be used solely for making capital expenditures in connection with the repair and replacement of the following "Reserve Items": (i) improvements located on the Community Area, including without limitation any private roads located on the Community Area; (ii) driveways, walkways and other improvements located on the Community Area; (iii) Home Exteriors; and (iv) Private Water and Sewer Service Extensions. The Managers shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Reserve Items and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Reserve Items and the purchase of other property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessment. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Reserve Items shall be held by the Association as agent and trustee for the Owners of Dwelling Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Managers appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Managers deems to be appropriate based on information available to the Managers. Managers elected by the Owners after the Turnover Date may use different approaches from those used by Managers appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Reserve Items. If the Managers choose not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Managers does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Managers nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Managers shall have the right and power to either levy

a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments, separate assessments or special assessment.

6.07 INITIAL CAPITAL CONTRIBUTION:

(a) Upon the closing of the first sale of any Dwelling Unit by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in the amount of One Thousand Dollars (\$1,000.00).

(b) The payments made pursuant to (a) above shall be paid to the Association to be held and used by the Association for its working capital needs.

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Dwelling Unit and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven. Any advance assessment payment made hereunder shall be applied as an advance payment of assessments with respect to such period; however, if assessments increase during such period the Owner of the Dwelling Unit shall be required to pay the amount of the increase.

ARTICLE SEVEN

Collection of Charges and Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Dwelling Unit, as applicable. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of 10 % per annum from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Managers may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the

Community Area or by abandonment or transfer of his Dwelling Unit.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the applicable Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

7.05 SELF-HELP BY MANAGERS: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the Operating Agreement, or rules or regulations of the Managers, where such violation or breach may be cured or abated by affirmative action, then the Managers, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach.

7.06 OTHER REMEDIES OF THE MANAGERS: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder, the Managers may levy a fine or the Managers may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Dwelling Unit to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Managers in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of 10% per annum, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Dwelling Unit as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

7.09 ENFORCEMENT BY MUNICIPALITY: The Municipality is hereby granted the right, but shall not be obligated, to enforce covenants and obligations of the Association or the Owners hereunder. If the Association or one or more Owners fail to comply with any covenants and obligations hereunder, the Municipality shall have the right (but shall not be obligated) to give notice to the Association or the offending Owner of the Owner's failure to perform the Owner's obligations. If such notice is given and the Association or the offending Owner or Owners do not perform to the reasonable satisfaction of the Municipality within thirty (30) days after the giving of such notice, then the Municipality may (but shall not be obligated to) enter upon the Premises and perform any and all work which it deems necessary and appropriate, either directly or through contractors engaged by the Municipality. The Association or the offending Owner or Owners shall, upon demand, reimburse the Municipality for the reasonable cost of such work, and if payment is not made within thirty (30) days after demand, then the amount due, plus reasonable costs of collection, including reasonable attorneys' fees, shall become a lien on the property of the offending Owner or Owners or, in the case of the Association, the property of the Association, effective as of the date on which such work was completed; provided, however, that such lien shall be subordinate to the lien of any first mortgage on a Dwelling Unit Recorded prior to the date on which any such cost becomes a lien against the Dwelling Unit as provided above.

7.10 BACKUP SPECIAL SERVICE AREA: The Municipality may establish one or more Backup Special Service Areas to give the Municipality the power to levy taxes to pay the cost of furnishing any or all maintenance, repairs and replacements required to be furnished by the Association hereunder if the Association fails to do so and the Municipality chooses to furnish such services.

## ARTICLE EIGHT Use Restrictions

8.01 INDUSTRY/SIGNS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Premises, except as permitted by the Managers or as permitted under Article Nine.

8.02 UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Premises. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish and refuse shall be deposited in such areas and in such receptacles as shall be designated from time to time by the Managers or the Municipality.

8.03 SATELLITE DISHES/ANTENNAS: Subject to applicable federal, state or local laws, ordinances or regulations, no television antenna, radio receiver or transmitter, satellite dish or other similar device shall be attached to or installed on any portion of any Premises without the approval of the Managers; provided, that a satellite dish of less than twenty-four (24) inches in diameter may be installed in the rear or side yard of a Home or on the roof of a Home as long as it is not visible from the front of the Home. Without limiting the foregoing, the provisions of this paragraph shall not apply to the Association with respect to the installation of equipment necessary for a master antenna system, cable television system or other similar systems within the Premises.

8.04 RESIDENTIAL USE ONLY: Each Dwelling Unit shall be used only as a residence; provided that no Owner shall be precluded, with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein or (iii) handling his personal business or professional calls or correspondence therefrom. Notwithstanding the foregoing, to the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Dwelling Unit.

8.05 PARKING: No commercial vehicle, recreational vehicle, snowmobile, motorcycle or other motorized vehicle and no boat, trailer, hitch or other similar personal property shall at any time be parked or stored on any portion of the Premises other than on a driveway or in a garage with the garage door closed. Unless otherwise specifically permitted by the Managers or pursuant to rules and regulations adopted by the Managers, a driveway serving a Dwelling Unit may only be used to park (i) no more than one commercial vehicle which does not exceed a "Class B" license plate definition, per Illinois Vehicle Code, provided that said commercial vehicle may not encroach over the sidewalk, alley way or street curb adjacent to said driveway, (ii) recreational vehicles, snowmobiles, boats, trailers, hitches or other similar personal property for a period not to exceed 48 hours at a time, and (iii) operable automobiles.

8.06 PETS: No animal of any kind shall be raised, bred or kept in the Community Area. The Managers may from time to time adopt rules and regulations governing (a) the keeping of pets in a Home, which may include prohibiting certain species of pets from being kept in a Home, and (b) the use of the Community Area by pets, including, without limitation, rules and regulations which require an Owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days written notice from the Managers to the Owner of the Home containing such pet and the decision of the Managers shall be final.

8.07 NO NUISANCE: No noxious, offensive or illegal activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.08 RULES AND REGULATIONS: The use, occupancy and enjoyment of the Community Area and Dwelling Units shall at all times be subject to reasonable rules and regulations adopted from time to time by the Managers.

8.09 FENCING: No fence of any type shall be permitted on any Dwelling Units.

8.10 SHEDS: Sheds and other accessory structures are prohibited on Dwelling Units.

8.11 WATERING: The Managers may adopt rules and regulations governing the watering of grass, shrubs, trees and other foliage on the Community Area. Without limiting the foregoing, the Managers may require the Owner of a particular Dwelling Unit to be responsible for watering specific portions of the Premises as designated from time to time by the Managers.

8.12 POOLS: No swimming pool of any type shall be permitted on any Dwelling Units or on any Community Area.

ARTICLE NINE  
Declarant's Reserved Rights and  
Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the Operating Agreement, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the Operating Agreement to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights reserved to the Declarant in this Article shall terminate at such time as the Declarant is no longer vested with or in control of title to any portion of the Development Area.

9.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold by and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Dwelling Units on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any home owned by it to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Dwelling Units or to the Community Area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store dirt, construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the Municipality or to any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Dwelling Unit.

9.05 DECLARANT CONTROL OF ASSOCIATION: Prior to the Turnover Date, the

Managers shall be the Declarant, or one or more entities or persons designated by Declarant from time to time who need not be Owners or Voting Members. Initially the Declarant shall be the sole Manager. Declarant's rights under this Section to manage the affairs of the Association or designate the Managers, shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any part of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, (iii) ten (10) years from the date of Recording hereof or (iv) at such time as required by applicable law. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". The Declarant may appoint Owners (other than representatives of the Declarant) from time to time to be and act as non-voting counselors to the Managers. From and after the Turnover Date, the Managers shall be constituted and elected as provided in the Operating Agreement. Prior to the Turnover Date all voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights.

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.07 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable in whole or in part. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.08 DESIGN AND MAINTENANCE CONTROLS:

(a) The Declarant shall have the right and power from time to time to adopt reasonable rules, regulations, guidelines, and standards governing the design and exterior finish (including color) of all improvements or landscaping from time to time constructed, installed or proposed to be constructed, installed or modified on the Premises. Without limiting the foregoing, no earthmoving, filling, dredging, grading, excavating, installation of landscaping, alteration of landscaping, construction of a building, driveway, walkway, signs or other advertising or promotional devices or any other temporary or permanent improvement to any portion of the Premises or any modification, alteration, renovation, addition or removal of any of the foregoing, including change of exterior color ("Regulated Work") shall be commenced or maintained with respect to any portion of the Premises without the prior written consent of the Declarant to the plans therefor, which consent may be granted or withheld in Declarant's sole and absolute discretion. The Declarant reserves the right and power to promulgate and amend from time to time standards, policies, procedures and guidelines in order to implement the foregoing. If any Regulated Work which requires Declarant approval as provided above is commenced without obtaining the required written consent of the Declarant, then the Declarant may seek any remedy or take any action provided for herein or permitted at law or in equity in order to enforce the provisions hereof, including injunctive relief to stop work and/or restore the portion of the Premises to its condition prior to the commencement of the work. Declarant's decision to

approve or disapprove Regulated Work in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for Regulated Work subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion.

(b) The Declarant shall have the right and power from time to time to adopt rules, regulations, guidelines, and standards governing the maintenance and upkeep of portions of the Premises, including without limitation, improvements thereto, signs, advertising and landscaping thereon. Without limiting the foregoing, those portions of the Premises on which construction of improvements has not yet commenced shall at all times be maintained in a neat and clean condition and all weeds shall be periodically cut. If in the sole judgment of the Declarant a portion of the Premises is not being maintained in good condition and repair or the appearance of any such portion of the Premises is not of the character and quality of that of other portions of the Premises or is not in compliance with rules, regulations, guidelines, and standards adopted from time to time by the Declarant, then without limiting any rights or remedies available to the Declarant hereunder, at law or in equity, Declarant shall have the right to enter upon any such portion of the Premises and perform any maintenance or repair work which it deems necessary or appropriate. The cost of any such work shall be charged to the Owner or party responsible for maintenance of such portion of the Premises if different from the Owner, and shall be payable to the Declarant upon demand. In the event that the party charged for such work fails to make prompt payment of any such amount within thirty (30) days after demand, such amount shall become and continue to be a lien upon the portion of the Premises owned by such party until such time as payment is made in full; provided, that any such lien shall be subordinate to the lien of any First Mortgage on a Dwelling Unit Recorded prior to the date on which any such amount becomes a lien against a Dwelling Unit as provided above.

(c) Any one or more of the rights and powers of the Declarant under this Section may be delegated to one or more individuals or entities designated from time to time by the Declarant.

(d) Subject as hereinafter provided, from time to time, the Declarant may enter into an agreement ("Transfer Agreement") with the Association whereby the Declarant assigns and transfers to the Association some or all of its rights and powers under Subsections (a) and (b). Any Transfer Agreement shall be executed by both the Declarant and the Association and shall be Recorded; provided, that the execution of the Transfer Agreement by the Association shall be approved in advance by action of the Voting Members at an annual meeting or special meeting of the Voting Members. A Transfer Agreement may include such terms as are agreed upon between the Declarant and the Association. From and after the recording of a Transfer Agreement, the rights and powers of the Declarant under Subsections (a) and (b) which are transferred to the Association pursuant to the Transfer Agreement shall be administered as provided in the Transfer Agreement. Any rights and powers of the Declarant under Subsections (a) and (b) which are not transferred to the Association pursuant to a Transfer Agreement shall expire and terminate at such time as (i) the Development has been fully developed and improved per Declarant's Development Plan and (ii) the Declarant no longer holds or controls title to any portion of the Development Area.

## ARTICLE TEN Amendment

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, and (vi) to grant easements and provide for cost sharing arrangements with respect to Community Area which will serve other homes located on the Development Area and/or to enter into cost sharing arrangements with one or more homeowners associations which administer other portions of the Development Area. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power of the Declaration to record a Special Amendment hereunder shall terminate five (5) years after such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT: Subject to Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least seventy-five percent of the total votes or by an instrument executed by Owners of at least seventy-five Percent (75%) of the Dwelling Units; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, (ii) Article Nine, and any other provisions relating to the rights of Declarant may be amended only with the written consent of the Declarant, and (iii) Sections 7.09 and 7.10 and any other provision relating to the rights of the Municipality may be amended only with the written consent of the Municipality. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment shall become effective until properly Recorded.

## ARTICLE ELEVEN First Mortgagees Rights

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

- (a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Dwelling Unit covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;

(e) Notice of any substantial damage to any part of the Community Area or the Home on the Dwelling Unit subject to the First Mortgagee's mortgage;

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area or the Dwelling Unit subject to the First Mortgagee's mortgage;

(g) Notice of any default by the Owner of the Dwelling Unit which is subject to the First Mortgagee's mortgage under this Declaration, the Operating Agreement or the rules and regulations of the Association which is not cured within thirty (30) days of the date of the default;

(h) The right to examine the books and records of the Association at any reasonable times;

(i) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below; and

(j) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

#### 11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Dwelling Units (by number) which are subject to first mortgages held by First Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:

(1) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Community Assessments or other

Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Ten, (iii) changes this Article Eleven, Article Twelve or any other provision of this Declaration or by By-Laws which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or (vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Dwelling Unit; or

(2) The withdrawal of the Premises from the provisions of this Declaration.

However, in no event shall the consent of Eligible First Mortgagees be required with respect to any action taken by Declarant pursuant to Article Twelve.

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within thirty (30) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

## ARTICLE TWELVE Annexing Additional Property

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to twenty (20) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; and any Lots contained in the Added Premises shall be referred to as "Added Lots". After the expiration of said twenty (20) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent Voting Members representing at least 2/3rds of the votes held by the Voting Members is first obtained.

12.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B and shall not be amended to

reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, and Added Lots to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Lot shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Lots immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Community Area or the Added Lots, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Dwelling Unit or its Owner prior to such Recording;

(e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Lot which is subject to assessment hereunder shall be responsible for the payment of the Community Assessment pursuant to Section 6.02, as applicable, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became subject to assessment hereunder.

## ARTICLE THIRTEEN

### Party Walls

13.01 PARTY WALL: Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate

Homes shall constitute and be a "Party Wall", and the Owner of a Home immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

13.02 RIGHTS IN PARTY WALL: Each Owner of a Home, which includes a portion of a Party Wall, shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

13.03 DAMAGE TO PARTY WALL:

(a) If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Home which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Home.

(b) Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Home which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Owners of the adjacent Homes to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible; provided that the cost of repairing or replacing any portion thereof which is part of a Home Exterior with respect to which the Association is responsible for furnishing maintenance, repairs or replacements hereunder shall be paid by the Association to the extent not covered by insurance.

(c) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Managers may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Home.

13.04 CHANGE IN PARTY WALL: Any Owner of a Home who proposes to modify, rebuild, repair or make additions to any structure upon his Home in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent Home and the Managers, in addition to meeting any other requirements which may apply. In the event that a Party Wall is altered, regardless of whether all required consents have been obtained, any express or implied warranties made by the Declarant concerning the structural integrity of the Party Wall or of either the Homes adjacent to the Party Wall shall be null and void and the Owner who alters the Party Wall shall be responsible for any and all damage caused to an adjacent Home or improvements thereto.

13.05 ARBITRATION: In the event of a disagreement between Owners of Homes

adjoining a Party Wall with respect to their respective rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Managers and the decision of the Managers shall be final and binding.

## ARTICLE FOURTEEN

### Miscellaneous

14.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the Operating Agreement shall be deemed to have been properly sent if (i) mailed, postage prepared, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his or its Dwelling Unit. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

14.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

14.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

14.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the living lawful descendants of the President of the United States at the time this Declaration is Recorded.

14.05 TITLE HOLDING LAND TRUST: In the event title to any Dwelling Unit is held by a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Dwelling Unit. 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 lien upon the Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit.

14.06 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES: Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Dwelling Unit from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Dwelling Unit and, accordingly, no Owner of a Dwelling Unit shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

14.07 MUNICIPAL ORDINANCES AND REGULATIONS: Notwithstanding anything in this Declaration to the contrary, to the extent ordinances, regulations and requirements of the Municipality (collectively, the "Municipal Requirements") are more restrictive than requirements set forth in this Declaration, the Municipal Requirements shall be deemed to govern and control as if fully set forth herein, and it shall be the responsibility of each Owner of a Dwelling Unit to comply with the applicable Municipal Requirements.

(Signature page to follow)



**EXHIBIT A TO  
DECLARATION FOR GRANDE RESERVE TOWNES**

- A) THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11 AND PART OF THE NORTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF LOT 3010 IN GRANDE RESERVE UNIT 7, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 2004 AS DOCUMENT NUMBER 200400023008 SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHERN RAILROAD COMPANY; THENCE NORTH 73 DEGREES 22 MINUTES 16 SECONDS EAST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES EAST ZONE, NAD 83), ALONG SAID SOUTH LINE, 1,088.21 FEET, TO THE MOST NORTHERLY NORTHWEST CORNER OF LOT 3016 OF GRANDE RESERVE UNIT 9, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2005 AS DOCUMENT NUMBER 200500028116; THENCE ALONG THE WEST LINE OF SAID LOT 3016 FOR THE FOLLOWING 5 COURSES; 1) THENCE SOUTH 18 DEGREES 26 MINUTES 52 SECONDS EAST, 154.36 FEET; 2) THENCE SOUTH 88 DEGREES 05 MINUTES 00 SECONDS EAST, 108.29 FEET; 3) THENCE SOUTH 80 DEGREES 49 MINUTES 39 SECONDS EAST, 215.66 FEET; 4) THENCE SOUTH 69 DEGREES 46 MINUTES 24 SECONDS EAST, 218.03 FEET; 5) THENCE SOUTH 47 DEGREES 59 MINUTES 52 SECONDS EAST, 132.80 FEET, TO A 1 INCH IRON PIPE AT THE NORTHEAST CORNER OF LOT 774 IN SAID UNIT 9; THENCE SOUTH 51 DEGREES 26 MINUTES 02 SECONDS WEST, ALONG NORTH LINE OF SAID LOT, 78.04 FEET, TO 1 INCH PIPE AT THE NORTHEAST CORNER OF LOT 773 IN SAID UNIT 9; THENCE SOUTH 49 DEGREES 54 MINUTES 35 SECONDS WEST, 163.33 FEET, TO THE WEST RIGHT-OF-WAY LINE OF MATLOCK DRIVE HERETOFORE DEDICATED PER DOCUMENT 200500028116 SAID LINE ALSO BEING A NON-TANGENT CURVE; THENCE ALONG SAID WEST LINE FOR THE FOLLOWING 6 COURSES: 1) THENCE SOUTHEASTERLY, 72.16 FEET, ALONG SAID NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 117.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 29 MINUTES 16 SECONDS EAST, AND A CHORD DISTANCE OF 71.02 FEET, TO A POINT OF TANGENCY; 2) THENCE SOUTH 11 DEGREES 49 MINUTES 06 SECONDS EAST, 135.73 FEET, TO A POINT OF CURVATURE; 3) THENCE SOUTHERLY, 203.87 FEET, ALONG A CURVE, CONCAVE EAST, HAVING A RADIUS OF 733.00 FEET, A CHORD BEARING SOUTH 19 DEGREES 47 MINUTES 11 SECONDS EAST, AND A CHORD DISTANCE OF 203.21 FEET, TO A POINT OF TANGENCY; 4) THENCE SOUTH 27 DEGREES 45 MINUTES 15 SECONDS EAST, 66.67 FEET, TO A POINT OF CURVATURE; 5) THENCE SOUTHEASTERLY, 22.46 FEET, ALONG A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 483.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 05 MINUTES 10 SECONDS EAST, AND A CHORD DISTANCE OF 22.46 FEET, TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHERLY, 36.40 FEET, ALONG A CURVE, CONCAVE WEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 11 DEGREES 17 MINUTES 46 SECONDS WEST, AND A CHORD DISTANCE OF 33.27 FEET, TO THE NORTH LINE OF AFORESAID UNIT 7, SAID LINE ALSO BEING THE NORTH RIGHT-OF-

WAY LINE OF GRANDE TRAIL HERETOFORE DEDICATED PER DOCUMENT 200400023008; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING 6 COURSES; 1) THENCE SOUTH 53 DEGREES 00 MINUTES 37 SECONDS WEST, 158.23 FEET, TO A POINT OF CURVATURE; 2) THENCE WESTERLY, 350.53 FEET, ALONG A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 565.00 FEET, A CHORD BEARING SOUTH 70 DEGREES 47 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 344.93 FEET, TO A POINT OF TANGENCY; 3) THENCE SOUTH 88 DEGREES 33 MINUTES 23 SECONDS WEST, 384.27 FEET, TO A POINT OF CURVATURE; 4) THENCE WESTERLY, 205.41 FEET, ALONG A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 535.00 FEET, A CHORD BEARING SOUTH 77 DEGREES 33 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 204.15 FEET, TO A POINT OF COMPOUND CURVATURE; 5) THENCE SOUTHWESTERLY, 227.96 FEET, ALONG A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 335.00 FEET, A CHORD BEARING SOUTH 47 DEGREES 03 MINUTES 49 SECONDS WEST, AND A CHORD DISTANCE OF 223.59 FEET, TO A POINT OF REVERSE CURVATURE; 6) THENCE SOUTHWESTERLY, 30.31 FEET, ALONG A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 62 DEGREES 17 MINUTES 48 SECONDS WEST, AND A CHORD DISTANCE OF 28.48 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF FREEDOM PLACE HERETOFORE DEDICATED PER DOCUMENT 200400023008 AND POINT OF TANGENCY; THENCE NORTH 82 DEGREES 58 MINUTES 34 SECONDS WEST, ALONG SAID NORTH LINE, 77.23 FEET, TO A POINT OF CURVATURE; THENCE WESTERLY, 191.99 FEET, ALONG A CURVE, CONCAVE SOUTH, HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING SOUTH 87 DEGREES 01 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 191.01 FEET, TO THE EAST LINE OF LOT 3010 IN AFORESAID UNIT 7; THENCE ALONG SAID EAST LINE FOR THE FOLLOWING 14 COURSES;

1) NORTH 14 DEGREES 30 MINUTES 09 SECONDS WEST, 44.16 FEET, TO A 1 INCH IRON PIPE;

2) THENCE NORTH 80 DEGREES 30 MINUTES 07 SECONDS WEST, 113.50 FEET, TO A 1 INCH IRON PIPE;

3) THENCE NORTH 42 DEGREES 33 MINUTES 21 SECONDS WEST, 79.74 FEET, TO A 1 INCH IRON PIPE;

4) THENCE NORTH 26 DEGREES 48 MINUTES 19 SECONDS WEST, 120.62 FEET, TO A 1 INCH IRON PIPE;

5) THENCE NORTH 18 DEGREES 59 MINUTES 06 SECONDS WEST, 139.03 FEET, TO A 1 INCH IRON PIPE;

6) THENCE NORTH 08 DEGREES 49 MINUTES 16 SECONDS WEST, 177.96 FEET, TO A 1 INCH IRON PIPE;

7) THENCE NORTH 00 DEGREES 51 MINUTES 07 SECONDS EAST, 68.91 FEET, TO A 1 INCH IRON PIPE;

8) THENCE NORTH 11 DEGREES 28 MINUTES 36 SECONDS EAST, 76.97 FEET;

9) THENCE NORTH 09 DEGREES 21 MINUTES 03 SECONDS EAST, 72.18 FEET,  
TO A 1 INCH IRON PIPE;

10) THENCE NORTH 13 DEGREES 06 MINUTES 39 SECONDS EAST, 124.19 FEET,  
TO A 1 INCH IRON PIPE;

11) THENCE NORTH 21 DEGREES 29 MINUTES 11 SECONDS EAST, 93.60 FEET;

12) THENCE NORTH 24 DEGREES 30 MINUTES 31 SECONDS EAST, 67.03 FEET,  
TO A 1 INCH IRON PIPE;

13) THENCE NORTH 02 DEGREES 45 MINUTES 51 SECONDS WEST, 43.82 FEET,  
TO A 1 INCH IRON PIPE;

14) THENCE NORTH 18 DEGREES 09 MINUTES 34 SECONDS WEST, 55.89 FEET,  
TO SAID POINT OF BEGINNING,

**B)** All land located within 2500 feet of the exterior boundaries of the property described in subparagraph A) above.

**EXHIBIT B TO  
DECLARATION FOR GRANDE RESERVE TOWNES**

The Premises

- I. Premises:  
To Come Following Plat Recording
  
- II. Lots:  
To Come Following Plat Recording
  
- III. Community Area:  
To Come Following Plat Recording

**EXHIBIT C TO  
DECLARATION FOR GRANDE RESERVE TOWNES**

Operating Agreement

OPERATING AGREEMENT  
OF  
THE GRANDE RESERVE TOWNES HOMEOWNERS ASSOCIATION, LLC

This Operating Agreement is entered into as of \_\_\_\_\_, 2024, in Schaumburg, Illinois, between The Grande Reserve Townes Homeowners Association, LLC, an Illinois limited liability company (the “Association”), and D.R. Horton, Inc. - Midwest, a California corporation, its sole Member (sometimes referred to herein as the “Declarant”).

A. Articles of Organization for the Association were filed with the Secretary of State of Illinois on \_\_\_\_\_, 2024; and

B. Declarant desires to set forth the terms and conditions governing the management, operation and affairs of the Association.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I  
NAME OF ASSOCIATION

The full legal name of the Association is The Grande Reserve Townes Homeowners Association, LLC.

ARTICLE II  
PURPOSE AND POWERS

2.01 PURPOSES: The purposes of the Association are to act on behalf of its Members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property, for the promotion of the health, safety and welfare and the common use and enjoyment thereof by Members of the Association. This Operating Agreement is subject to the provisions of the Declaration for Grande Reserve Townes (“Declaration”) recorded with the Office of the Recorder of Deeds for Kendall County, Illinois, as amended or supplemented from time to time. All terms used herein (if not otherwise defined herein) shall have the meanings set forth in the Declaration.

2.02 POWERS: The Association shall have and exercise all powers as are now or may hereafter be granted by the Illinois Limited Liability Company Act (the “Act”), the Declaration and this Operating Agreement.

2.03 TAX STATUS. It is intended that the Association shall be treated as an association taxable as a corporation and, to the extent determined from time to time by the Board (as hereafter defined), shall elect to be treated as a “homeowners association” under Section 528 of the Internal Revenue Code, or any successor provision thereto.

### ARTICLE III OFFICES

3.01 REGISTERED OFFICE: The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

3.02 PRINCIPAL OFFICE: The Association’s principal office shall be maintained on the Development Area or at the office of the managing agent employed by the Association, if any.

### ARTICLE IV MEETINGS AND ACTIONS OF MEMBERS

4.01 MEMBERSHIP. The Owner from time to time of each Dwelling Unit shall automatically be a “Member” of the Association. There shall be one membership per Dwelling Unit. There shall be two (2) classes of membership. The Declarant shall be the “Class B Member” with respect to Dwelling Units which it owns from time to time. Each owner other than the Declarant shall be a “Class A Member” with respect to each Dwelling Unit the Owner owns. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit.

4.02 VOTING RIGHTS: Any or all Members may be present at any meeting of the Members, but the voting rights shall be vested exclusively in the representative designated by the Owner of each Dwelling Unit, in writing or by electronic notice to the Association, and such representative shall be deemed a “Voting Member”, as defined in the Declaration; provided, that, prior to the First Meeting (as defined in Section 4.04 below), the voting rights shall be vested exclusively in the Class B Member (the Declarant) and Owners other than Declarant shall have no voting rights. From and after the First Meeting, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Dwelling Unit owned by a Class A Member shall have one vote for each Dwelling Unit which the Voting Member represents, and the Declarant, as the Class B Member, shall have ten (10) votes for each Dwelling Unit which it owns. The Voting Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary.

4.03 PLACE OF MEETING; QUORUM: Meetings of the Members shall be held at the principal office of the Association or at such other place in Kendall County, Illinois, as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order as from time to time published. Voting Members representing at least twenty percent (20%) of the total votes shall constitute a quorum; provided, however, that in the event quorum is not met for a particular meeting, the number of Voting Members required for quorum shall be reduced by fifty percent (50%) and shall continue to be reduced by fifty percent (50%) until such time as quorum is met and a meeting can be held. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting, including any matter which, under the Act, would otherwise require the unanimous consent of the Members.

4.04 ANNUAL MEETINGS: The first meeting of the Members (“First Meeting”) shall be held upon not less than twenty-one (21) days’ written notice given by the Declarant to the Members. If not called earlier by the Declarant, the First Meeting shall be held no later than thirty (30) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Members (“Annual Meeting”) on the anniversary of the First Meeting, or at such other reasonable time or date (not more than thirty (30) days before or after such date) upon not less than twenty-one (21) days written notice given by the Board to the Members.

4.05 SPECIAL MEETINGS: A special meeting of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. A special meeting shall be called by written notice to the Members by Declarant (prior to the First Meeting), a majority of the Board (after the First Meeting), or by twenty percent (20%) of the Voting Members (after the First Meeting), and delivered not less than twenty-one (21) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

4.06 NOTICE OF MEETINGS: Notices of meetings required to be given herein may be delivered either personally, by U.S. Mail or by E-mail to the Members, addressed to such Member at the address given by such Member to the Board for the purpose of service of such notice or to the Lot of the Member, if no address has been given to the Board. A notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

4.07 NO DUTY OWED BY MEMBERS: Except as otherwise provided herein or in the Declaration, a Member who is not also a Manager (as hereafter defined) owes no duty to the Association or to the other Members solely by reason of being a Member.

4.08 NO SERVICES DUE FROM MEMBERS: No Member shall be required to perform any services for the Association solely by reason of being a Member. No Member shall be entitled to any compensation for any services performed by such Member for the Association unless otherwise determined by the Board.

4.09 INDEMNIFICATION: The Association shall indemnify each Member for all authorized acts performed by such Member in respect of the Association, to the full extent permitted by the Act, but in no event for a Member's material breach of this Operating Agreement, criminal conduct, gross negligence or any fraudulent act committed by the Member.

## ARTICLE V BOARD OF MANAGERS

5.01 IN GENERAL: After the First Meeting, the affairs of the Association shall be vested in the board of managers (the "Board"), which shall consist of five (5) persons (each a "Manager" and, collectively, the "Managers"), or such other number of persons as shall be fixed from time to time by the affirmative vote of not less than fifty percent (50%) of the Voting Members.

5.02 DECLARANT AS MANAGER: Anything herein to the contrary notwithstanding, the Declarant shall be the sole Manager and sole member of the Board until the First Meeting.

5.03 DELIVERY OF DOCUMENTS: Within sixty (60) days of the First Meeting, the Declarant shall deliver to the Board:

(a) Original copies of the Declaration, this Operating Agreement and the Association's Articles of Organization and any other documents filed with the Secretary of State of the State of Illinois.

(b) An accounting of all receipts and expenditures made or received on behalf of the Association by the Declarant.

(c) All Association funds and bank accounts.

(d) A schedule of all personal property, equipment and fixtures belonging to the Association, including documents transferring the property to the Association.

5.04 ELECTION: At the First Meeting, the Voting Members shall elect a full Board to replace the Declarant as the sole Manager. The three (3) candidates receiving the greatest number of votes shall each serve a two-year term and the two (2) candidates receiving the next greatest number of votes shall each serve a one-year term. Thereafter, each Manager shall serve a two-year term. Each Manager shall hold office until his term expires or until his successor has been elected and qualified. Managers may succeed themselves in office. In all elections for Managers, each Class A Member shall be entitled to the number of votes equal to the number of Managers to be elected, and the Class B Member shall be entitled to the number of votes equal to the number of Managers to be elected times ten (10). Cumulative voting shall not be permitted; provided that the Class B Member shall be entitled to cast up to 10 votes for each candidate that the Class B Member votes for.

5.05 BOARD MEETINGS: After the First Meeting, regular meetings of the Board shall be held at such time and place as shall be determined at the Annual Meeting or, from time

to time, by a majority of the Board, provided that (i) the Board shall hold its first meeting within thirty (30) days of the First Meeting, and (ii) not less than four (4) Board meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Manager, personally or by mail, at least two (2) days prior to the day named for any such meeting and such notice shall state the time and place of such regular meeting and such notice shall be posted conspicuously on the Premises so as to inform the Members of such meetings.

5.06 SPECIAL MEETINGS: After the First Meeting, a special meeting of the Board may be called by the President or at least one-third (1/3) of the Managers then serving.

5.07 WAIVER OF NOTICE: Before or at any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.08 QUORUM: A majority of the Managers serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Managers are present at said meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Managers present at a meeting at which a quorum is present (“Board Action”).

5.09 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, this Operating Agreement, and the Act, including, without limitation, the following powers and duties:

- (a) To engage the services of a managing agent upon such terms and with such authority as the Board may approve;
- (b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper;
- (c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Community Area and Home Exteriors for which the Association is responsible under the Declaration and this Operating Agreement;
- (d) To procure insurance as provided for under the Declaration;
- (e) To estimate and provide each Member with an annual budget showing the Community Expenses;
- (f) To set, give notice of, and collect from the Members, Community Assessments and other assessments, as provided in the Declaration;
- (g) To pay the Community Expenses;

(h) Subject to the provisions of the Declaration, to own, convey, encumber or otherwise deal with any real property conveyed to or purchased by the Association;

(i) To adopt and, from time to time, to amend such reasonable rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation and beautification of the Community Area, and for the health, comfort, safety and general welfare of the Members and Residents. Written notice of any such rules and regulations or amendments thereto shall be given to all Residents affected thereby;

(j) To delegate the exercise of its power to committees appointed pursuant to Article IX of this Operating Agreement;

(k) To borrow money and pledge the assets of the Association, including the right to receive future assessments, as collateral for repayment thereof; and

(l) To convey all or substantially all of the Association's assets to, or to merge with, another entity, including a not-for-profit corporation, to the extent permitted by law.

5.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES: Managers shall receive no compensation, except as expressly provided in a resolution duly adopted by not less than 75% of the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Manager shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his or her duties as a Manager.

5.11 REMOVAL OR RESIGNATION OF A MANAGER: Prior to the First Meeting, the Declarant may not be removed as Manager without the Declarant's written consent. After the First Meeting, any Manager may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Managers then serving at any Annual Meeting or at a special meeting called for such purpose. Any Manager may resign at any time by submitting his written resignation to the Board. If after the First Meeting, a Manager ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Manager who resigns may be appointed by a majority of the remaining Managers at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

5.12 NO EXCLUSIVE DUTY: Except as otherwise provided in this Operating Agreement, the Managers shall not be required to manage the Association as their sole and exclusive function and the Managers may have other business interests and engage in other activities in addition to those relating to the Association. Neither the Association nor any Member shall have any right to share or participate in such other investments or activities of the Managers or to the income or proceeds derived therefrom.

5.13 LIMITATION OF LIABILITY: The Managers shall perform the duties of the Manager in good faith, in a manner which the Managers believe to be in the best interests of the

Association, and with such care as an ordinarily prudent individual in a like position would use under similar circumstances. See Section 5.06 of the Declaration for provisions concerning limitations on the liability of Managers and other indemnification provisions.

5.14 INDEMNIFICATION: The Association shall indemnify each Manager for all acts performed by the Manager in respect of the Association, to the full extent permitted by the Act, but in no event for fraud, deceit, theft, misappropriation, embezzlement, willful misconduct or gross negligence relating to the Association.

## ARTICLE VI OFFICERS

6.01 OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, Treasurer, and such assistants to such officers as the Board may deem appropriate and shall hold office at the discretion of the Board. After the First Meeting, officers shall be Managers and shall be elected annually at the first Board meeting following the Annual Meeting.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Managers in office, either with or without cause. Any officer may resign at any time by submitting his or her written resignation to the Board. If after the First Meeting, an officer ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of an officer who resigns or is removed may be appointed by the Board at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

6.03 POWERS OF OFFICERS: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers, including but not limited to, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Members and at all meetings of the Board and shall execute amendments to the Declaration and this Operating Agreement as provided in the Declaration and this Operating Agreement.

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;

(c) The Secretary shall keep minutes of all meetings of the Members and of the Board and shall have charge of such other books, papers and documents as the Board may prescribe;

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose.

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services, except as expressly provided by a resolution duly adopted by not less than 75% of the Voting Members.

ARTICLE VII  
INTENTIONALLY OMITTED

ARTICLE VIII  
INTENTIONALLY OMITTED

ARTICLE IX  
COMMITTEES DESIGNATED BY BOARD

9.01 BOARD COMMITTEES: The Board may, by Board Action, designate one or more committees. Each committee designated by the Board after the First Meeting shall consist of two or more Managers, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Manager, of any responsibility imposed by law upon the Board or any individual Manager.

9.02 SPECIAL AND STANDING COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by Board Action. Except as otherwise provided in such resolution, members of each such special committee shall be Members or Voting Members and the President shall appoint the members of such special committee, as well as a Manager to act as the liaison between the special committee and the Board. Any member of such special committee may be removed by the President whenever in his or her judgment the best interests of the Association shall be served by such removal. The powers and the duties of any standing committee shall be as set from time to time by resolution of the Board. The President shall designate a Manager (who shall act as the liaison between the standing committee and the Board) to serve as the chairman of each standing committee, and the other members of the standing committee (who need not be Managers) shall be appointed and removed from time to time by such chairman.

9.03 TERM: Each member of a committee shall continue as such until the next Annual Meeting of the Board and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

9.04 CHAIRPERSON: Except as otherwise provided in Section 9.02, one member of each committee shall be appointed chairperson.

9.05 VACANCIES: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments to such committee.

9.06 QUORUM: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

9.07 RULES: Each committee may adopt rules for its own governance not inconsistent with the Declaration, this Operating Agreement or with rules adopted by the Board.

## ARTICLE X CONTRACTS, CHECKS, DEPOSITS AND FUNDS

10.01 CONTRACTS: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by this Operating Agreement, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

10.02 PAYMENTS: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

10.03 BANK ACCOUNTS: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

10.04 SPECIAL RECEIPTS: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

## ARTICLE XI FISCAL MANAGEMENT

11.01 FISCAL YEAR: The fiscal year of the Association shall be established by the Association and may be changed from time to time by a resolution adopted by two-thirds (2/3) of the Board.

11.02 ANNUAL STATEMENT: Within a reasonable time after the close of each fiscal year, the Board shall furnish each Member with a statement of the income and disbursements of the Association for such fiscal year.

11.03 SPECIAL STATEMENT: Within ten (10) days after receipt of a written request from a Member, the Board shall provide the Member with a statement containing the following information:

- (a) The status of the Member's account and the amount of any unpaid assessments or other charges due and owing from the Member; and
- (b) The status and amount of any and all Capital Reserves.

11.04 ASSESSMENT PROCEDURE: Community Assessments and special assessments shall be made and collected as provided in the Declaration.

## ARTICLE XII TRANSFER OF MEMBERSHIP

12.01 MEMBERSHIP: The Owner of each Dwelling Unit shall automatically be a Member of the Association. There shall be one membership per Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Association shall be given written notice of a proposed change of ownership of a Dwelling Unit within ten (10) days prior to such change. Any attempt to transfer membership in the Association separate from ownership of a Dwelling Unit shall be invalid, null and void, and of no force and effect.

12.02 NO VOLUNTARY DISSOCIATION: Except as otherwise provided by Section 12.01 above, a Member shall not be permitted to voluntarily dissociate from the Association.

## ARTICLE XIII BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record including the following: (i) the names and last known address of the Members, setting forth the date on which each became a Member; (ii) a copy of the Articles of Organization of the Association, as amended or restated, together with executed copies of any powers of attorney pursuant to which any articles, applications, or certificates have been executed; (iii) copies of the Association's financial statements and federal, state, and local income tax returns and reports for the three (3) most recent years, where applicable; and (4) copies of the Operating Agreement and any amendments thereto. All books and records of the Association may be inspected and copied by any Member, or his or her mortgagee, agent or attorney, at any reasonable time. The Member shall reimburse the Association for all costs and expenses incurred by the Association in connection with that Member's inspection and copying of such records.

## ARTICLE XIV MISCELLANEOUS PROVISIONS

14.01 GOVERNING LAW. This Operating Agreement shall be interpreted in accordance with the internal laws of the State of Illinois, without regard to its rules governing conflict of laws.

14.02 VALIDITY. The provisions of this Operating Agreement are intended to be interpreted and construed in a manner which renders them valid and enforceable. In the event that any provision of this Operating Agreement is found to be invalid or unenforceable, such provision shall be deemed excised from this Operating Agreement without affecting the validity or enforceability of any of the remaining provisions hereof.

14.03 JURISDICTION AND VENUE. All disputes arising under or in connection with this Operating Agreement shall be resolved and disposed of by the federal and state courts located in the County where the Declaration is recorded, and the Association, Managers, and Members irrevocably consent to the exclusive personal jurisdiction of such courts and venue therein.

#### ARTICLE XV AMENDMENTS

This Operating Agreement may be amended or modified at any time, or from time to time, by the affirmative vote of two-thirds of the Managers then serving provided, that (a) no provision of this Operating Agreement may be amended or modified so as to conflict with the provisions of the Declaration or the Act, and (b) no provision of this Operating Agreement which affects the rights of the Class B Member may be amended or modified without the written consent of the Class B Member.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Operating Agreement as of the first date set forth above.

**ASSOCIATION:**

The Grande Reserve Townes Homeowners  
Association,  
LLC, an Illinois limited liability company

By: D.R. Horton, Inc. – Midwest, a California  
corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**MEMBER/DECLARANT:**

By: D.R. Horton, Inc. – Midwest, a California  
corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_



April 16, 2024



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

**Re: Grande Reserve Units 10 & 11  
Final Engineering Review – 1<sup>st</sup> Submittal  
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Final Engineering Plans (51 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Final Landscape Plans (9 Sheets) dated March 22, 2024, prepared by Gary R. Weber Associates.
- Final Plat of Subdivision – Unit 10A (8 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Final Plat of Subdivision – Unit 11A (8 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Stormwater Management Report dated March 19, 2024, prepared by Manhard Consulting.

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 may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies at the appropriate time.
  - a. IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
  - b. IEPA Water and Sanitary permits shall be submitted for review and distribution to the City for signatures.
  - c. Fox Metro Water Reclamation District approval is needed for the connection of the proposed sanitary lines to the existing sanitary sewer.
2. The following will need to be submitted:
  - a. An engineer's estimate needs to be provided and must include all public improvements within the ROW including utility connections and all soil erosion and sediment control items. This cost estimate will be used to determine the construction guarantee amount.
  - b. City of Yorkville Stormwater Permit Application

3. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.

### **Final Engineering Plans**

#### **Sheet 1 – Cover Sheet**

4. Include contact information for Fox Metro on the cover sheet.
5. Plans shall be signed and sealed by a Professional Engineer prior to final approval.

#### **Sheet 8 – Site Dimension, Street Lighting & Signage Plan**

6. Proposed signage should be shown on the plan.

#### **Sheet 9-10 – Overall Utility Plans**

7. The Utility Notes should state that water main must be installed a minimum of 5'-6" from finished grade. This comment is typical for the note on all utility sheets.
8. Show all hydrant leads.
9. Show the existing storm and sanitary structures.
10. Proposed streetlights should be shown on this plan.
11. It is recommended that the 90° bends in the water main be replaced with 45° bends.
12. Trench backfill should be shown to be used under and within 2 feet of all paved areas.
13. Indicate if the storm manholes are open or closed lid.
14. The developer/builder should confirm the locations of the proposed water and sanitary sewer services.
15. Bends in the water and sanitary sewer services should be avoided whenever possible.
16. Verify that services won't conflict with any mains that are being crossed.
17. The alignment of water and sanitary sewer mains are under further review by Public Works.

#### **Sheet 11 – Utility Plan - 1**

18. Include a callout for the connection to the existing water main.
19. Confirm that all utility crossings are called out correctly. There are several crossings that don't have a callout, it is in the wrong location, or an ID number is missing.
20. Show the existing storm structure at MH 72.

#### **Sheet 12 – Utility Plan - 2**

21. Sanitary structure SMH 6-17 should be shifted so that it is not on top of a water service.

**Sheet 13 – Utility Plan - 3**

22. Show the existing sanitary structure at SMH 7-1 and the storm structures at MH 8-112 and MH 8-113.
23. Include a callout for the connection to the existing water main.
24. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

**Sheet 14 – Utility Plan - 4**

25. Move hydrant 6-27 so that it is not on top of a storm sewer.
26. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

**Sheet 15 – Utility Plan - 5**

27. Show the existing sanitary structure south of SMH 6-1A. This structure should also have a unique ID.
28. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.
29. Include a callout for the connection to the existing water main.
30. Adjust VB 6-14 so that it is further from the storm sewer.
31. There is a water main callout in the top left corner that is pointing to a storm sewer.

**Sheet 16 – Utility Plan - 6**

32. Shift INL 7-11 so that it is not on top of a water service.
33. The size of the water main is not called out on this sheet.
34. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

**Sheet 17 – Overall Grading Plan – Unit 10**

35. The scale bar needs to be corrected.

**Sheet 19-24 – Grading Plans**

36. Include the contours of the detention basins and show the high-water levels.
37. Label the elevations of the existing contours.
38. Add spot grades for the centerline of the road.
39. Show the storm rim elevations on the grading plan.

**Sheet 20 – Grading Plan – 2**

- 40. The concrete curtain wall does not align with the detention basin and the contours shown do not correlate with the details of the curtain wall.
- 41. The maximum allowable slope of driveways is 8%. One driveway in Building 12 is 8.1%.

**Sheet 22 – Grading Plan – 4**

- 42. The 649 contour and the spot grades south of Building 7 don't correlate.

**Sheet 28 – Plan and Profile – Road A Sta. 0+00 to 2+76**

- 43. There are two valve symbols shown at VB 6-14, but only one valve is labeled. The valve should be shifted to be further from the storm sewer.

**Sheets 29-30 – Plan and Profiles**

- 44. The water main is not shown on these sheets.
- 45. Consider insulating the water main at the crossing between 7+50 and 8+00 rather than having the main be 8+ feet deep. A minimum depth of 4 feet is required with insulation.

**Sheet 31 – Plan and Profile – Road B Sta. 18+00 to 25+68**

- 46. The water main is not shown on this sheet.
- 47. The water main profile is broken between 23+50 and 25+50.
- 48. The inlet at 19+69 does not have a unique identifier called out.

**Sheet 32 – Plan and Profile – Road C Sta. 24+00 to 28+00**

- 49. Consider smoothing out the water profile at 27+00 to reduce the number of vertical bends in the main.

**Sheet 33 – Plan and Profile – Road C Sta. 28+00 to 32+49**

- 50. Consider insulating the water main at the crossing between 29+00 and 29+50 and 31+50 and 32+00 rather than having the main be 8+ feet deep.

**Sheet 34 – Plan and Profile – Road D Sta. 33+00 to 36+42**

- 51. Shift SA 6-11 so that it is not on top of a water service.

**Sheet 35 – Plan and Profile – Road E Sta. 38+00 to 43+00**

- 52. The north arrow is not pointing in the correct direction.
- 53. Shift SA 6-11 so that it is not on top of a water service.
- 54. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
- 55. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-12 and SMH 7-

13 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.

56. Consider insulating the water main at the crossing at 40+50 rather than having the main be 9+ feet deep.

**Sheet 36 – Plan and Profile – Road E Sta. 43+00 to 48+05**

57. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-27 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.
58. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
59. The valve north of MH 7-10 is not labeled.

**Sheet 37 – Plan and Profile – Road F Sta. 49+00 to 55+00**

60. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-12 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.
61. Several structures are not labeled in the plan view.
62. Consider insulating the water main at the crossing at 53+25 rather than having the main be 9+ feet deep.

**Sheet 38 – Plan and Profile – Road F Sta. 55+00 to 60+83**

63. Show the existing utilities. The water main and sanitary appear to not be connected to anything.
64. Several structures are not labeled in the plan view.
65. The profile at 55+50 is illegible.
66. Several structures in the profile do not have invert elevations called out.

**Sheet 39 – Plan and Profile – Road G Sta. 0+00 to 2+75**

67. There is a valve symbol shown at the crossing of the water and storm sewer around INL 7-37 with no ID. Change the symbol to a crossing or move the valve off of the storm sewer and label.
68. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.

**Sheet 40 – Plan and Profile – Road H Sta. 68+00 to 74+67**

69. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
70. The callouts for the storm sewer in the profile are missing.
71. The rim elevation for SMH 8-22A is not correct and invert elevation is not shown.

**Sheet 41-42 – Sanitary Sewer Profiles**

72. Show the proposed grades in the profiles.

**Sheet 43 – Utility Crossings and Curve Tables**

73. The separation distance for crossing 14 is a negative number.

**Sheet 46 – Construction Details - 3**

74. The table file in the Fox Metro notes is missing.

**Sheet 47 – Construction Details**

75. Remove the Superpave reference in the road cross-section.

**Sheet 51 – Construction Specifications**

76. Remove the note regarding PVC pipe in the Storm Sewer section as it is not allowed per the ordinance. HDPE is only allowed in rear and side yards and shall be approved by the City.

77. Storm and sanitary sewers are to be televised prior to acceptance by the City. A note should be added.

**Plats of Subdivision – Unit 10A**

78. Label the exterior boundary for Unit 10A on sheet 1, remove the boundary for Unit 11A, and remove sheet 2 because it includes areas outside this subdivision.

79. Add the legal description in the surveyor's certificate of the surveyed boundary of Unit 10A and remove the grantor's property legal description because it contains additional areas outside this subdivision.

80. On sheet 3, add the overall boundary dimension along the north line of Grande Trail.

81. On Sheet 4, the BSL on the north side of Litchfield Lane is labeled 25' but measures 20'. Verify the approved setback lines.

82. Add dimensions to the south line of Matlock Drive on sheet 5.

83. Use the unaltered City certificates and easement provisions.

84. All internal blocks must have at least one bearing and distance course to an external lot corner so they can be laid out.

85. The PIN listed on sheet 1 should read part of 01-14-100-020.

86. Label or remove the lines running down the center of sheets 5 and 6.

87. All offsite utilities servicing this subdivision must be in recorded easements prior to the recording of the final plat of subdivision.

**Plats of Subdivision – Unit 11A**

88. Label the exterior boundary for Unit 11A on sheet 1, remove the boundary for Unit 10A, and remove sheet 2 because it includes areas outside this subdivision.

89. Add the legal description in the surveyor's certificate of the surveyed boundary of Unit 11A and remove the grantor's property legal description because it contains additional areas outside this subdivision.
90. All Lot lines and right of way lines need dimensions.
91. Use the unaltered City certificates and easement provisions.
92. On sheet 6, east of Lot 9006, label Grande Reserve Unit 10A once it is recorded.
93. All internal blocks must have at least one bearing and distance course to an external lot corner so they can be laid out.
94. The PIN listed on sheet 1 should read part of 01-14-100-020.
95. Verify the approved setback lines.
96. All offsite utilities servicing this subdivision must be in recorded easements prior to the recording of the final plat of subdivision.

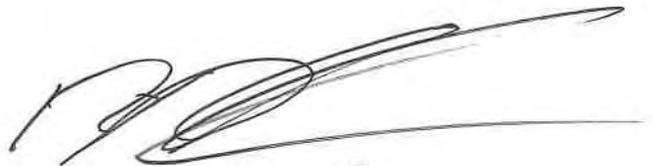
#### **Stormwater Report**

97. The overflow route for Basin 6W is not shown at the same location on the Overflow Design Exhibit as it is in the plan set. The plans have the route going through the weir at the concrete curtain wall. This weir is also not shown in the exhibit.

The plans should be revised and resubmitted for further 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)  
Mr. Dave Riendeau, Manhard Consulting (via email)  
TNP, PGW2, EEI (Via e-mail)

# *Hey and Associates, Inc.*

Engineering, Ecology and Landscape Architecture

*8755 W. HIGGINS ROAD, SUITE 853*

*CHICAGO, ILLINOIS 60631*

*PHONE (773) 693-9200*

*FAX (773) 693-9200*

April 2, 2024

Pamela Whitfield, PE, CFM  
Senior Project Engineer II  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Project No.: 21-0275 AH

Re: Landscape Plan Review  
Grande Reserve Units 10 & 11

Dear Pamela:

We have completed our first landscape plan review of Grande Reserve Units 10 & 11 located in Yorkville.

## **Landscape Plan – NOT RECOMMENDED FOR APPROVAL**

This landscape plan is not recommended for approval. The petitioner should provide a comment response letter with their resubmittal. Please note that the requirements of each section are in addition to the requirements of all other sections of the ordinance (i.e., trees and other plant materials cannot be “double counted” to meet multiple requirements). If there are any changes to the plans, additional comments may be provided.

It is our understanding that the 2003 Annexation and PUD Agreement along with the original 2005 landscape plan referenced below were approved by the City and remain relevant. Comments are as follows.

- 1) Parkway trees are proposed at a lower density than shown on the previously approved plan.
- 2) The Annexation and PUD Agreement call for a Landscape Buffer consisting of 3 shade trees, 4 evergreens, and 20 shrubs per 100' of buffer along Kennedy Road that is not shown on the current land plan submittal. Google Street View imagery shows overgrown trees, brush, and weeds in this area.

## **SUMMARY**

This review was based upon the following documents, pursuant to requirements of the City's Landscape Ordinance.

- Final Landscape Plans for Neighborhood 7, 2 sheets, prepared by Rolf C. Campbell & Associates, most recently dated February 18, 2005
- Ordinance No. 2003-44 Authorizing the Execution of an Annexation and Planned Unit Development Agreement...(Grande Reserve), 150 pages, prepared by Law Offices of Daniel Kramer, recorded 9/11/2003

Pamela Whitfield  
Grande Reserve Units 10 & 11  
April 2, 2024  
page 2

- Final Landscape Plan, 9 sheets, prepared by Gary R. Weber Associates, dated March 22, 2024

Let us know if there are any questions or comments.

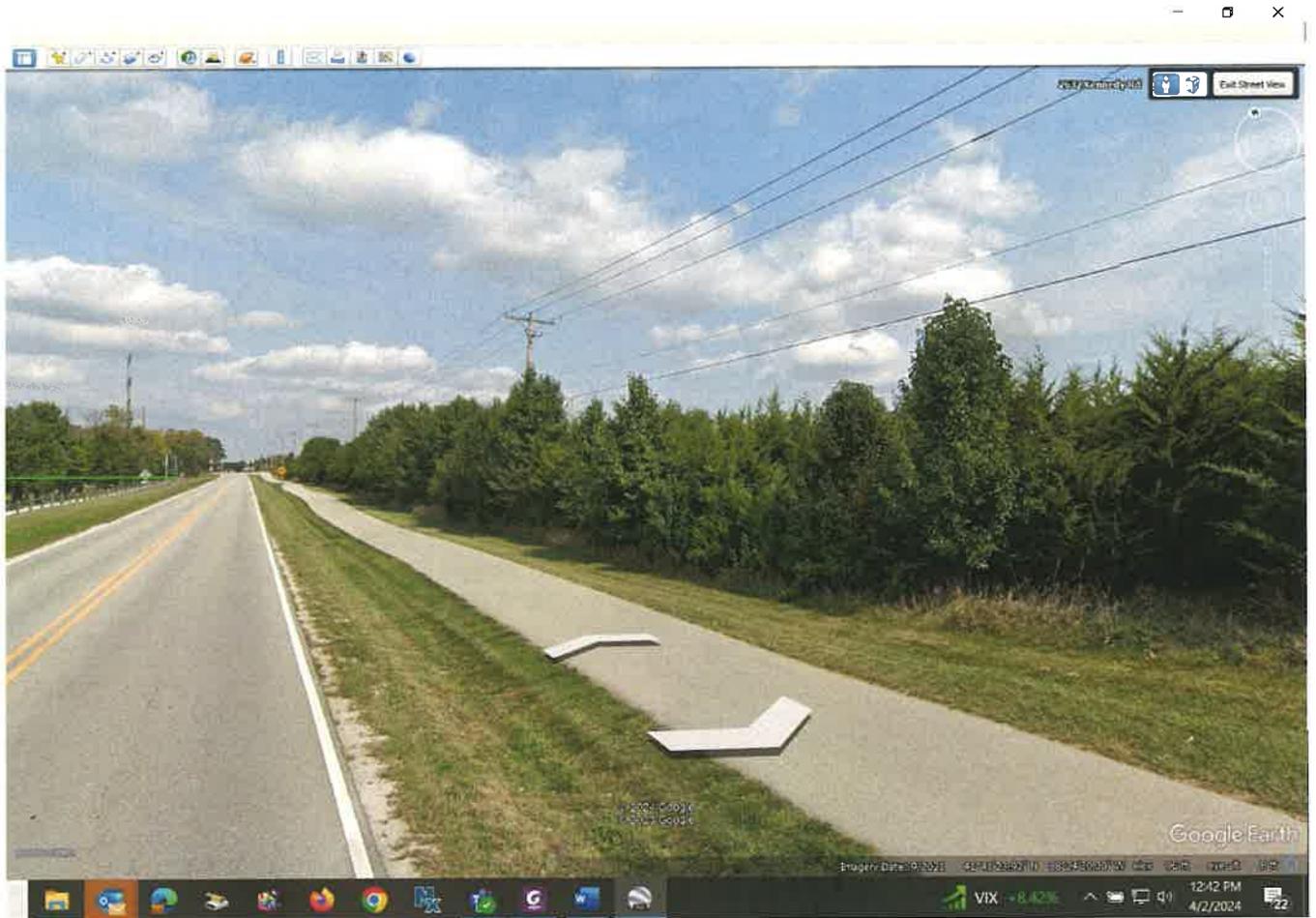
Sincerely,

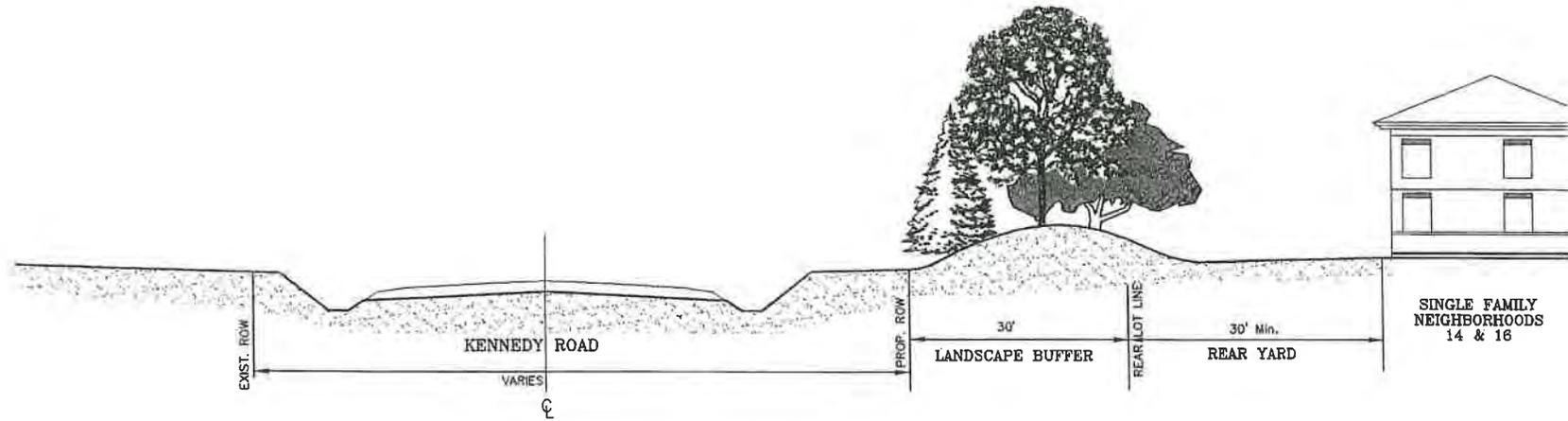
A handwritten signature in black ink that reads "Tim Pollowy". The signature is written in a cursive, flowing style.

Tim Pollowy, PLA, ASLA  
Senior Landscape Architect

Attachments

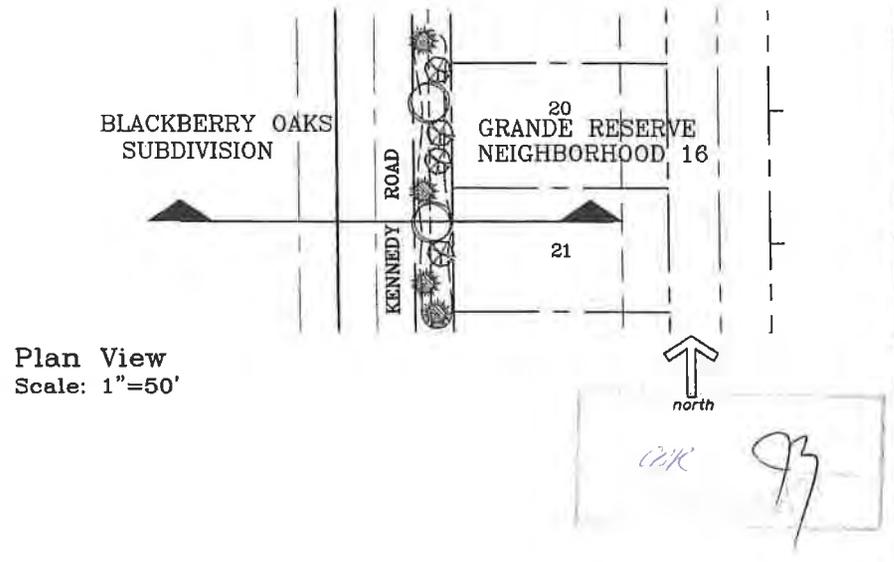
Google Street View imagery of existing conditions along Kennedy Road between Freedom Place and BNSF tracks





TYPICAL BUFFER SECTION ALONG  
KENNEDY ROAD

Note:  
Landscape Buffer Easements shall be planted  
with 3 shade trees, 4 evergreens and 20  
shrubs per 100' of buffer.



Plan View  
Scale: 1"=50'







April 16, 2024



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

**Re: Grande Reserve Units 10 & 11  
Final Engineering Review – 1<sup>st</sup> Submittal  
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Final Engineering Plans (51 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Final Landscape Plans (9 Sheets) dated March 22, 2024, prepared by Gary R. Weber Associates.
- Final Plat of Subdivision – Unit 10A (8 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Final Plat of Subdivision – Unit 11A (8 Sheets) dated March 22, 2024, prepared by Manhard Consulting.
- Stormwater Management Report dated March 19, 2024, prepared by Manhard Consulting.

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 may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies at the appropriate time.
  - a. IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
  - b. IEPA Water and Sanitary permits shall be submitted for review and distribution to the City for signatures.
  - c. Fox Metro Water Reclamation District approval is needed for the connection of the proposed sanitary lines to the existing sanitary sewer.
2. The following will need to be submitted:
  - a. An engineer's estimate needs to be provided and must include all public improvements within the ROW including utility connections and all soil erosion and sediment control items. This cost estimate will be used to determine the construction guarantee amount.
  - b. City of Yorkville Stormwater Permit Application

3. The comments in the attached review letter from the City's landscaping consultant must be addressed and a revised landscaping plan submitted.

### **Final Engineering Plans**

#### **Sheet 1 – Cover Sheet**

4. Include contact information for Fox Metro on the cover sheet.
5. Plans shall be signed and sealed by a Professional Engineer prior to final approval.

#### **Sheet 8 – Site Dimension, Street Lighting & Signage Plan**

6. Proposed signage should be shown on the plan.

#### **Sheet 9-10 – Overall Utility Plans**

7. The Utility Notes should state that water main must be installed a minimum of 5'-6" from finished grade. This comment is typical for the note on all utility sheets.
8. Show all hydrant leads.
9. Show the existing storm and sanitary structures.
10. Proposed streetlights should be shown on this plan.
11. It is recommended that the 90° bends in the water main be replaced with 45° bends.
12. Trench backfill should be shown to be used under and within 2 feet of all paved areas.
13. Indicate if the storm manholes are open or closed lid.
14. The developer/builder should confirm the locations of the proposed water and sanitary sewer services.
15. Bends in the water and sanitary sewer services should be avoided whenever possible.
16. Verify that services won't conflict with any mains that are being crossed.
17. The alignment of water and sanitary sewer mains are under further review by Public Works.

#### **Sheet 11 – Utility Plan - 1**

18. Include a callout for the connection to the existing water main.
19. Confirm that all utility crossings are called out correctly. There are several crossings that don't have a callout, it is in the wrong location, or an ID number is missing.
20. Show the existing storm structure at MH 72.

#### **Sheet 12 – Utility Plan - 2**

21. Sanitary structure SMH 6-17 should be shifted so that it is not on top of a water service.

**Sheet 13 – Utility Plan - 3**

22. Show the existing sanitary structure at SMH 7-1 and the storm structures at MH 8-112 and MH 8-113.
23. Include a callout for the connection to the existing water main.
24. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

**Sheet 14 – Utility Plan - 4**

25. Move hydrant 6-27 so that it is not on top of a storm sewer.
26. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

**Sheet 15 – Utility Plan - 5**

27. Show the existing sanitary structure south of SMH 6-1A. This structure should also have a unique ID.
28. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.
29. Include a callout for the connection to the existing water main.
30. Adjust VB 6-14 so that it is further from the storm sewer.
31. There is a water main callout in the top left corner that is pointing to a storm sewer.

**Sheet 16 – Utility Plan - 6**

32. Shift INL 7-11 so that it is not on top of a water service.
33. The size of the water main is not called out on this sheet.
34. Confirm that all utility crossings are called out correctly. There are several crossings that are missing an ID number.

**Sheet 17 – Overall Grading Plan – Unit 10**

35. The scale bar needs to be corrected.

**Sheet 19-24 – Grading Plans**

36. Include the contours of the detention basins and show the high-water levels.
37. Label the elevations of the existing contours.
38. Add spot grades for the centerline of the road.
39. Show the storm rim elevations on the grading plan.

**Sheet 20 – Grading Plan – 2**

- 40. The concrete curtain wall does not align with the detention basin and the contours shown do not correlate with the details of the curtain wall.
- 41. The maximum allowable slope of driveways is 8%. One driveway in Building 12 is 8.1%.

**Sheet 22 – Grading Plan – 4**

- 42. The 649 contour and the spot grades south of Building 7 don't correlate.

**Sheet 28 – Plan and Profile – Road A Sta. 0+00 to 2+76**

- 43. There are two valve symbols shown at VB 6-14, but only one valve is labeled. The valve should be shifted to be further from the storm sewer.

**Sheets 29-30 – Plan and Profiles**

- 44. The water main is not shown on these sheets.
- 45. Consider insulating the water main at the crossing between 7+50 and 8+00 rather than having the main be 8+ feet deep. A minimum depth of 4 feet is required with insulation.

**Sheet 31 – Plan and Profile – Road B Sta. 18+00 to 25+68**

- 46. The water main is not shown on this sheet.
- 47. The water main profile is broken between 23+50 and 25+50.
- 48. The inlet at 19+69 does not have a unique identifier called out.

**Sheet 32 – Plan and Profile – Road C Sta. 24+00 to 28+00**

- 49. Consider smoothing out the water profile at 27+00 to reduce the number of vertical bends in the main.

**Sheet 33 – Plan and Profile – Road C Sta. 28+00 to 32+49**

- 50. Consider insulating the water main at the crossing between 29+00 and 29+50 and 31+50 and 32+00 rather than having the main be 8+ feet deep.

**Sheet 34 – Plan and Profile – Road D Sta. 33+00 to 36+42**

- 51. Shift SA 6-11 so that it is not on top of a water service.

**Sheet 35 – Plan and Profile – Road E Sta. 38+00 to 43+00**

- 52. The north arrow is not pointing in the correct direction.
- 53. Shift SA 6-11 so that it is not on top of a water service.
- 54. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
- 55. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-12 and SMH 7-

13 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.

56. Consider insulating the water main at the crossing at 40+50 rather than having the main be 9+ feet deep.

**Sheet 36 – Plan and Profile – Road E Sta. 43+00 to 48+05**

57. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-27 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.
58. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
59. The valve north of MH 7-10 is not labeled.

**Sheet 37 – Plan and Profile – Road F Sta. 49+00 to 55+00**

60. There is a valve symbol shown at the crossing of the water and sewer around SMH 7-12 with no ID. Change the symbol to a crossing or move the valve off of the sanitary sewer and label.
61. Several structures are not labeled in the plan view.
62. Consider insulating the water main at the crossing at 53+25 rather than having the main be 9+ feet deep.

**Sheet 38 – Plan and Profile – Road F Sta. 55+00 to 60+83**

63. Show the existing utilities. The water main and sanitary appear to not be connected to anything.
64. Several structures are not labeled in the plan view.
65. The profile at 55+50 is illegible.
66. Several structures in the profile do not have invert elevations called out.

**Sheet 39 – Plan and Profile – Road G Sta. 0+00 to 2+75**

67. There is a valve symbol shown at the crossing of the water and storm sewer around INL 7-37 with no ID. Change the symbol to a crossing or move the valve off of the storm sewer and label.
68. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.

**Sheet 40 – Plan and Profile – Road H Sta. 68+00 to 74+67**

69. Confirm that all utility crossings are called out correctly. Some crossings are missing an ID number.
70. The callouts for the storm sewer in the profile are missing.
71. The rim elevation for SMH 8-22A is not correct and invert elevation is not shown.

**Sheet 41-42 – Sanitary Sewer Profiles**

72. Show the proposed grades in the profiles.

**Sheet 43 – Utility Crossings and Curve Tables**

73. The separation distance for crossing 14 is a negative number.

**Sheet 46 – Construction Details - 3**

74. The table file in the Fox Metro notes is missing.

**Sheet 47 – Construction Details**

75. Remove the Superpave reference in the road cross-section.

**Sheet 51 – Construction Specifications**

76. Remove the note regarding PVC pipe in the Storm Sewer section as it is not allowed per the ordinance. HDPE is only allowed in rear and side yards and shall be approved by the City.

77. Storm and sanitary sewers are to be televised prior to acceptance by the City. A note should be added.

**Plats of Subdivision – Unit 10A**

78. Label the exterior boundary for Unit 10A on sheet 1, remove the boundary for Unit 11A, and remove sheet 2 because it includes areas outside this subdivision.

79. Add the legal description in the surveyor's certificate of the surveyed boundary of Unit 10A and remove the grantor's property legal description because it contains additional areas outside this subdivision.

80. On sheet 3, add the overall boundary dimension along the north line of Grande Trail.

81. On Sheet 4, the BSL on the north side of Litchfield Lane is labeled 25' but measures 20'. Verify the approved setback lines.

82. Add dimensions to the south line of Matlock Drive on sheet 5.

83. Use the unaltered City certificates and easement provisions.

84. All internal blocks must have at least one bearing and distance course to an external lot corner so they can be laid out.

85. The PIN listed on sheet 1 should read part of 01-14-100-020.

86. Label or remove the lines running down the center of sheets 5 and 6.

87. All offsite utilities servicing this subdivision must be in recorded easements prior to the recording of the final plat of subdivision.

**Plats of Subdivision – Unit 11A**

88. Label the exterior boundary for Unit 11A on sheet 1, remove the boundary for Unit 10A, and remove sheet 2 because it includes areas outside this subdivision.

89. Add the legal description in the surveyor's certificate of the surveyed boundary of Unit 11A and remove the grantor's property legal description because it contains additional areas outside this subdivision.
90. All Lot lines and right of way lines need dimensions.
91. Use the unaltered City certificates and easement provisions.
92. On sheet 6, east of Lot 9006, label Grande Reserve Unit 10A once it is recorded.
93. All internal blocks must have at least one bearing and distance course to an external lot corner so they can be laid out.
94. The PIN listed on sheet 1 should read part of 01-14-100-020.
95. Verify the approved setback lines.
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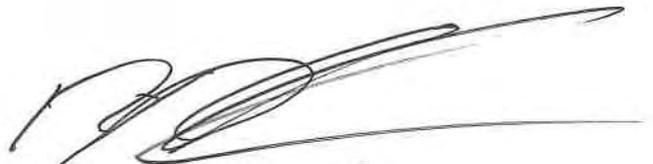
#### **Stormwater Report**

97. The overflow route for Basin 6W is not shown at the same location on the Overflow Design Exhibit as it is in the plan set. The plans have the route going through the weir at the concrete curtain wall. This weir is also not shown in the exhibit.

The plans should be revised and resubmitted for further 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)  
Mr. Dave Riendeau, Manhard Consulting (via email)  
TNP, PGW2, EEI (Via e-mail)

# *Hey and Associates, Inc.*

Engineering, Ecology and Landscape Architecture

*8755 W. HIGGINS ROAD, SUITE 853*

*CHICAGO, ILLINOIS 60631*

*PHONE (773) 693-9200*

*FAX (773) 693-9200*

April 2, 2024

Pamela Whitfield, PE, CFM  
Senior Project Engineer II  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Project No.: 21-0275 AH

Re: Landscape Plan Review  
Grande Reserve Units 10 & 11

Dear Pamela:

We have completed our first landscape plan review of Grande Reserve Units 10 & 11 located in Yorkville.

## **Landscape Plan – NOT RECOMMENDED FOR APPROVAL**

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Pamela Whitfield  
Grande Reserve Units 10 & 11  
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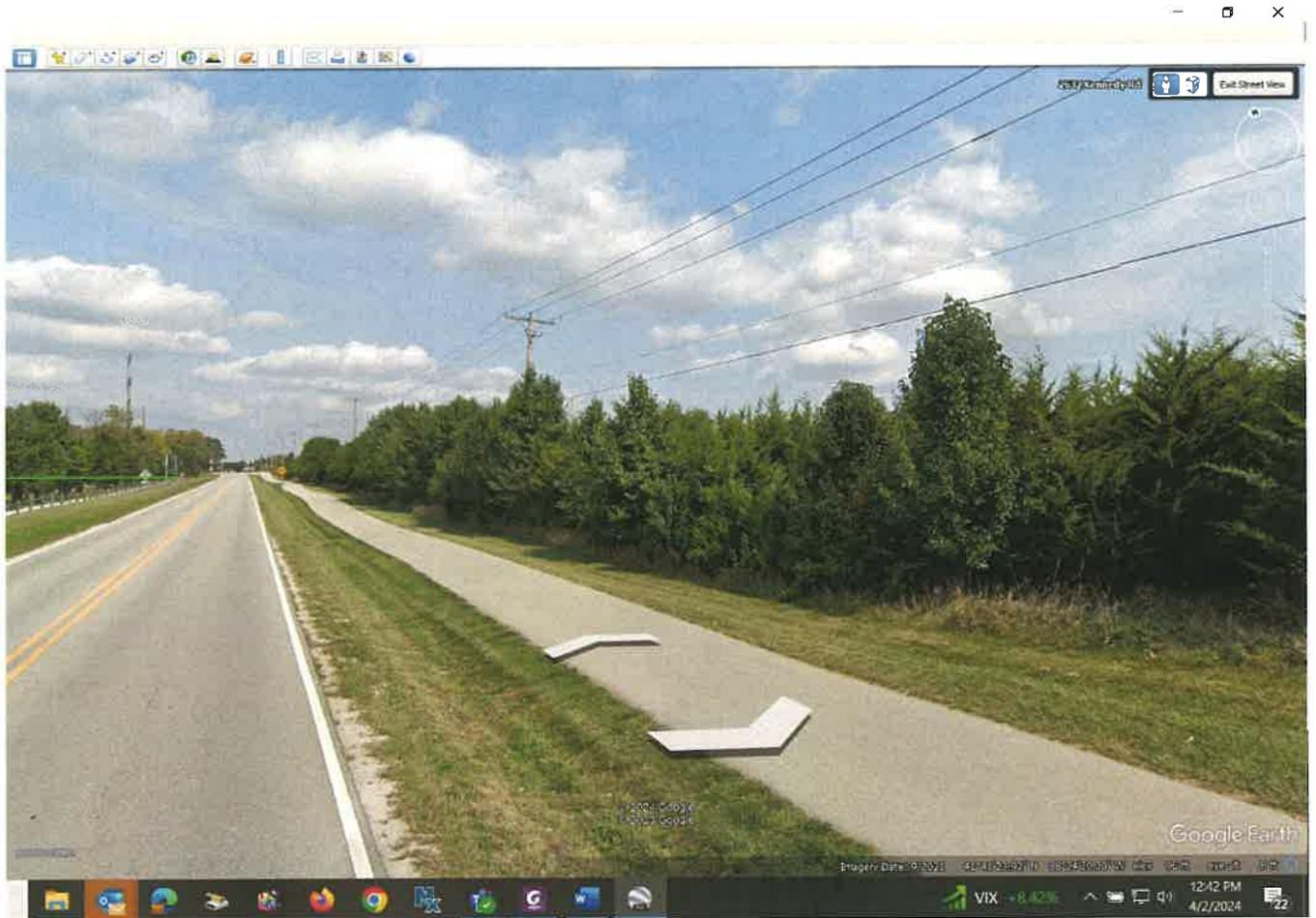
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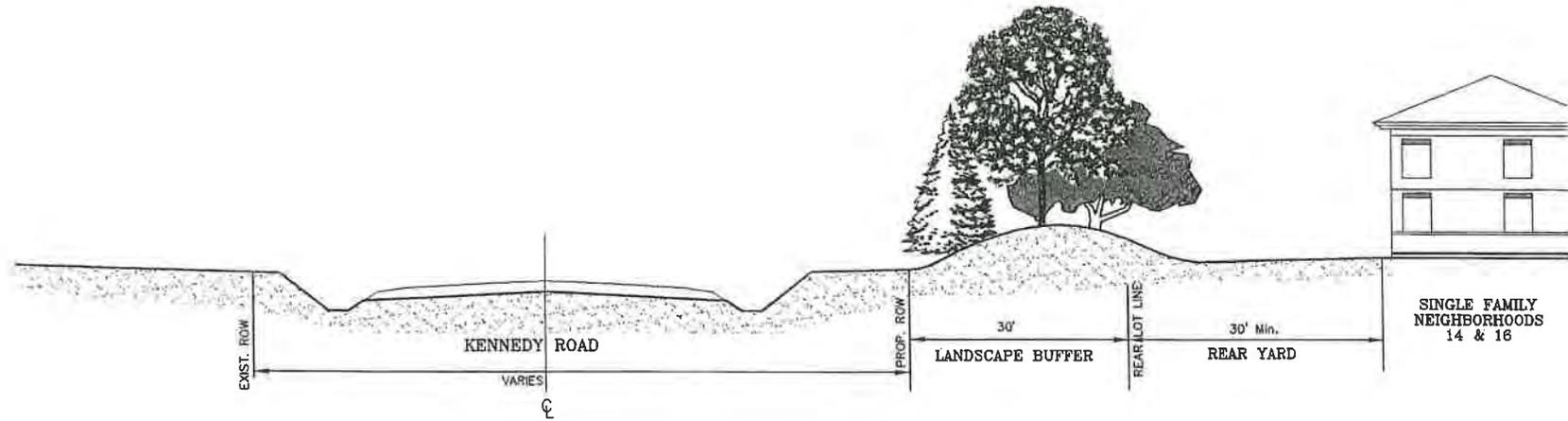
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Tim Pollowy, PLA, ASLA  
Senior Landscape Architect

Attachments

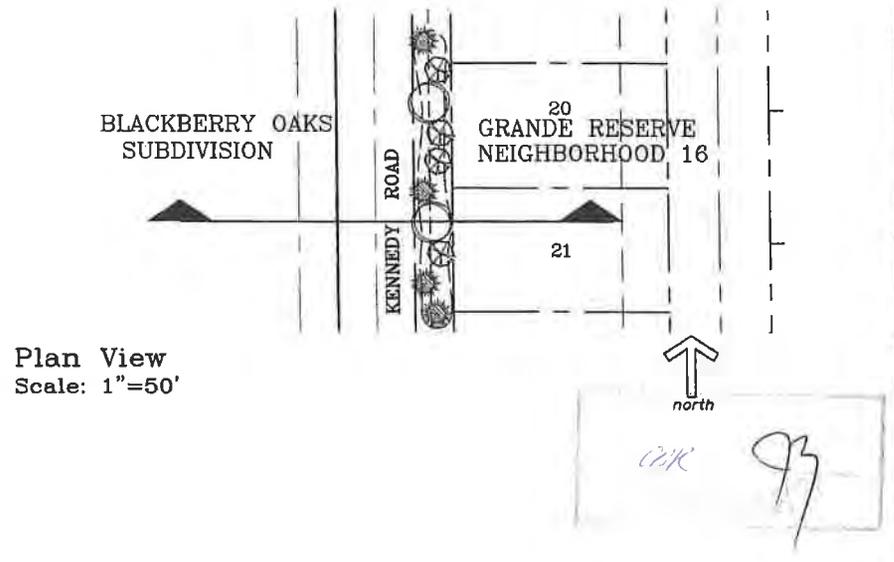
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TYPICAL BUFFER SECTION ALONG  
KENNEDY ROAD

Note:  
Landscape Buffer Easements shall be planted  
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shrubs per 100' of buffer.



Plan View  
Scale: 1"=50'







# Memorandum

To: Plan Council  
 From: Krysti Barksdale-Noble, Community Development Director  
 Date: May 1, 2024  
 Subject: **PZC 2024-14 Grande Reserve – Units 10A & 11A (Final Plat)**  
 Proposed Approval of 158 lots in 2 new Units of Grande Reserve

I have reviewed the application for Final Plat of Subdivision of Grande Reserve Units 10A and 11A (Neighborhoods 6 and 7) received April 8, 2024, as submitted by Steven Bauer on behalf of D.R. Horton, Inc. - Midwest, petitioner. The Final Plats were prepared by Manhard Consulting, Ltd and dated 03-22-24. The plans also included two (2) elevations for the Portsmouth Townhome and Seaboard Townhome models, and a proposed Infrastructure Phasing Plan, also prepared by Manhard Consulting, Ltd and dated last revised 04/03/24.

The petitioner is seeking Final Plat approval for an approximately 22-acre site consisting of 158 new residential lots located east of Kennedy Road and south of the BNSF railroad in Yorkville. These lots will mark the initial stage of development for what was originally intended as a 42-acre, 298-unit townhome project in Units 10 and 11 of Grande Reserve. At full build-out the proposed units will have 312 townhome units, which represents an increase of 14 units (~ 4.75%) than originally planned. Based upon my review of the application documents and plans; I have compiled the following comments:

## **GENERAL ZONING/ANNEXATION AGREEMENT COMMENTS:**

1. **ZONING** - The subject property was annexed in 2003 and was zoned R-2 Single-Family Traditional Residence District with a special use for a Planned Unit Development. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	Burlington Northern Santa Fe (BNSF) Railroad R-2 Planned Unit Development (Grande Reserve)	Transportation Residential
South	Grande Trail/Freedom Place R-2 Planned Unit Development (Grande Reserve) PI Public Institutional District (Grande Reserve Elementary)	Transportation Residential School
East	R-2 Planned Unit Development (Grande Reserve)	Residential
West	Kennedy Road A-1 SU Agriculture (Unincorporated Kendall County) <sup>1</sup>	Transportation Blackberry Oaks Golf Course

2. **ANNEXATION AGREEMENT** – Per Group Exhibit “D” of the Annexation Agreement (Ord. 200-44) it is stated that the “CITY recognizes the need for flexibility in the final layout and design of Neighborhoods 4-8. As such, through the Concept PUD plans 986 dwelling units are approved for Neighborhoods 4-8. The final location and mix of

<sup>1</sup> Portion of Blackberry Oaks (clubhouse) will be annexed to City by the end of May 2024.

housing units shall be determined at the time of preliminary/final platting.” Further it states, “Any plan for a phase of development that does not exceed the total number of dwelling units allowed in said Neighborhoods shall be deemed to be in substantial conformance with the Concept Plan.”: Below is a comparison of the approved Concept Plan PUD dwelling unit count (group Exhibit “C”) and the proposed final plat dwelling unit count for each neighborhood:

NEIGHBORHOOD (UNIT)	UNIT TYPE	APPROVED DWELLING UNITS CONCEPT PUD PLAN	PROPOSED/APPROVED DWELLING UNITS FINAL PLAT
Neighborhood 4 (Unit 28)	Apts.	300	300
Neighborhood 5 (Units 12, 15 and 22)	TH	164	164
Neighborhood 6 (Unit 11)	TH	156	158
Neighborhood 7 (Unit 10)	TH	142	154
Neighborhood 8 (Unit 9)	DU*	224	224
<b>TOTAL</b>		<b>986</b>	<b>1000</b>

- **Neighborhood 8 (Unit 9) Unit Count** – Per an Economic Incentive Agreement between the City and the developer, Grande Reserve (Chicago) ASLI VI, LLLP, approved via Ordinance 2021-13, a minor PUD amendment is contemplated for Unit 9 that would allow a change in unit type from 224 duplexes to 111 single-family homes.
    - This contemplated minor amendment reduces the overall dwelling unit count for this area of Grande Reserve from 986 to 887 units, including the proposed increase of 14 units in Neighborhoods 6 and 7 by the petitioner, well under the maximum entitled unit per the original annexation agreement.
  - **Cul-de-sacs** – Per Ordinance 2003-44, Paragraph 19C, the Homeowners Associations (HOA) neighborhoods six (6) and seven (7) are required to pay for and perform all snowplowing of cul-de-sacs, even though all roads within the neighborhoods will be public roads. The HOA does not have the snowplowing obligation for all other roadways within the neighborhoods.
    - Phase 1 of Unit 11A (Neighborhood 6) appears to have one (1) cul-de-sac around McMurtrie Way and Phase 2 of Unit 11 has two (2) cul-de-sacs. Phase 1 of Unit 10A does not indicate any cul-de-sacs.
  - **Declarations of CCRs** – Group Exhibit “D”, paragraph B of the Annexation Agreement requires that the developer submit a copy of the proposed Declaration of Covenants, Restrictions and Easements to be reviewed by the City. The declarations shall be recorded at the same time with the final plat for each phase.
3. **BUILDING SETBACKS/VARIANCE SCHEDULE** – The following building setbacks are for parcels located in Neighborhoods 6 and 7, per “Exhibit E-1 Grande Reserve Variance Schedule for Neighborhoods 2-19” of the Annexation Agreement:

BUILDING SETBACK	REQUIRED MINIMUM	PROPOSED SETBACK
Front	25’	25’
Side (Corner)	20’	20’

Perimeter	30'	30'
Side Building to Side Building Min.	20'	TBD
Side Building to Rear Building Min.	35'	TBD
Rear Building to Rear Building Min.	60'	TBD
Front Building to Side Building Min.	35'	TBD
Front Building to Front Building Min.	50'	TBD
Rear Building to Front Building Min.	50'	TBD

The proposed yard setbacks illustrated on the final plats meet the minimum requirements established in the original annexation agreement. The building-to-building separation requirements have been provided as reference for future layout of structures on the lots.

#### 4. APPEARANCE STANDARDS

- Per Exhibit “D5” in the original Annexation Agreement (Ord. 2003-44) Architectural Design Standards are established for townhome development and conceptual building elevations were provided in Exhibit “D2”. Further it is stated that “all owners and developers agree to impose architectural design standards relating to façade materials, accessory structures, and other building restrictions at the time of final plat submittal for each unit.
  - These standards will be submitted for city review and approval prior to City Council approval of the final plat of subdivision, and must address the following:
    - Color Schemes
    - Deck & Patio Specifications
    - Fence Specifications
    - Restrictions on Accessory Buildings
    - Restrictions on Housing Styles
    - Minimum Square Footage
    - Building Materials
    - Roof Specifications
  - It is also stated in the Economic Incentive Agreement approved via ord. 2021-13, that currently not platted areas must submit architectural standards at time of final plat.
- Petitioner has submitted elevations of the two (2) models offered for townhomes in Units 10A and 11A. A summary of the elevations is as follows:
  - Front building elevation renderings of the two types of attached single-family homes—the Seaboard and the Portsmouth—proposed for construction by D.R. Horton in Grande Reserve Neighborhoods 6 & 7/Units 10 & 11.
    - Staff recommends color elevations to address the color scheme requirement.
    - Deck, patio, and fence specifications shall be provided, in addition to accessory building restrictions, if any.

- Minimum square footage and roof specifications information has been provided and satisfied.
  - The rear-loaded, two-story Seaboard townhome unit buildings, each consisting of four to six units per building and containing a minimum of 1,500 sf per dwelling unit, are proposed to be constructed in Neighborhood 6/Unit 10.
  - The front-loaded, two-story Portsmouth townhome unit buildings, each also consisting of four to six units per building but containing a minimum of 1,600 sf per dwelling unit, are proposed to be constructed in Neighborhood 7/Unit 11.
  - Both the Seaboard and Portsmouth buildings include masonry wainscoting on the front façade made of cultured stone veneer. Other architectural features on the front elevations include:
    - Architectural shingles
    - Decorative dormers (*major architectural feature*)
    - Board and Batten siding
    - Covered porches (*major architectural feature*)
    - Window shutters
    - Transom window on front door
- Per the City’s Appearance Standards in Chapter 10-5-8 of the Unified Development Ordinance (UDO) Masonry products shall be incorporated on the front facade of at least seventy-five (75) percent of the total buildings and shall incorporate a minimum of fifty (50) percent premium siding material on the front facade. No less than half (twenty-five (25) percent of the total) of the minimum "premium siding" requirements must incorporate masonry products.
  - Credit toward the remaining "premium siding" requirement can be earned via the use of major architectural features. Each major architectural feature used will earn a credit of ten (10) percent towards the calculation of the minimum premium siding requirement.
  - Premium siding material includes masonry products, culture stone, natural wood siding and synthetic stucco.
- Below is a data table comparison and calculations of the elevations provided verifying compliance with the UDO Appearance Standards:

<b>Portsmouth Townhome Series (Unit 11A)</b>			
<b>Appearance Code Requirements</b>		<b>Proposed Elevation</b>	
Masonry product	75% of total buildings	80 buildings	100% of total buildings
Premium Siding	50% on front façade – excluding openings	1,289.60 sq. ft. façade area (644.8 sq. ft. required)	305.74 sq. ft. premium siding (23.70%)
Masonry Siding	25% of premium siding	161.2 sq. ft. of 644.8 sq. ft. required for masonry siding	305.74 sq. ft. masonry siding (~190%)
Credit for major architectural feature	10% each	20% credit	<b>Needs to meet 30% (386.88 sq. ft.) of premium siding requirement</b>

<b>Seaboard Townhome Series (Unit 10A)</b>			
<b><i>Appearance Code Requirements</i></b>		<b><i>Proposed Elevation</i></b>	
Masonry product	75% of total buildings	78 buildings	100% of total buildings
Premium Siding	50% on front façade – excluding openings	1,130.13 sq. ft. façade area (565 sq. ft. required)	241.75 sq. ft. premium siding (21.40%)
Masonry Siding	25% of premium siding	141.25 sq. ft. of 565 sq. ft. required for masonry siding	241.75 sq. ft. masonry siding (~170%)
Credit for major architectural feature	10% each	20% credit	<b>Needs to meet 30% (339.04 sq. ft.) of premium siding requirement</b>

**FINAL PLAT OF SUBDIVISION COMMENTS:**

1. **PREVIOUSLY APPROVED PRELIMINARY PLANS** – Preliminary/Final Plats for both Units 10 and 11 were approved by the City Council in February 2005 but were never recorded and have since expired.
2. **CERTIFICATE BLOCK** – The certificate block on Sheets 8 of 8 for Unit 10A and Unit 11A should be revised to reference “Approved and Accepted by the City Planning and Zoning Commission” rather than “City Plan Commission”.