

KENDALL COUNTY
ZONING AND PLATTING ADVISORY COMMITTEE
111 West Fox Street • Rooms 209 and 210 • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

AGENDA

March 6, 2018 - 9:00 a.m.

CALL TO ORDER

ROLL CALL: **County Board:** Robert Davidson, PBZ Committee Chair; **County Highway Department:** Fran Klaas, County Engineer; **Wills Burke Kelsey:** Greg Chismark, Stormwater Consultant; **County Health Department:** Aaron Rybski, Director Environmental Health; **Forest Preserve District:** David Guritz, Director; **SWCD:** Megan Andrews, Resource Conservationist; **Sheriff's Office:** Commander Jason Langston; **GIS:** Don Clayton; **PBZ:** Brian Holdiman, Code Official; Matt Asselmeier, Senior Planner

APPROVAL OF AGENDA

APPROVAL OF MINUTES: Approval of the February 6, 2018 ZPAC Meeting Minutes. (Pages 2-3)

PETITIONS:

1. **18 – 05 – Keith and Kathleen Warpinski (Pages 4-29)**
Request: Map Amendment Rezoning Subject Property from A-1 to R-1
PIN: 05-21-400-011
Location: North Side of Walker Road Approximately 0.31 miles east of Route 47, Kendall Township
Purpose: Petitioner would like the Ability to Construct a Single-Family Home on the Property.

2. **18 – 07 – Kendall County Planning, Building and Zoning Committee (Pages 30-32)**
Request: Text Amendment to Section 13.08 by Adding Sub-Section R Pertaining to Special Use Permit Renewal Procedures

Purpose: Text Amendment Establishing Procedures for Renewing Special Use Permits.

REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

1. Petition 17-30 – Medical Cannabis Related Zoning Regulations

OLD BUSINESS/ NEW BUSINESS

None

PUBLIC COMMENT

ADJOURNMENT- Next meeting on April 3, 2018

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time.

**ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC)
February 6, 2018 – Unapproved Meeting Minutes**

Code Official Brian Holdiman called the meeting to order at 9:03 a.m.

Present:

Aaron Rybski – Health Department
Megan Andrews – Soil and Water Conservation District
Deputy Commander Jason Langston – Sheriff's Department
Don Clayton – GIS
Fran Klaas – Highway Department
Brian Holdiman – PBZ Department

Absent:

Greg Chismark – WBK Engineering, LLC
David Guritz – Forest Preserve
Robert Davidson – PBZ Committee Chair
Matt Asselmeier – PBZ Department

Audience:

None

AGENDA

Mr. Klaas made a motion, seconded by Mr. Rybski, to approve the agenda as proposed. With a voice vote of all ayes the motion carried.

MINUTES

Mr. Klaas made a motion, seconded by Mr. Langston, to approve the December 5, 2017 meeting minutes. With a voice vote of all ayes the motion carried.

PETITIONS

Petition 18-03 Kendall County Planning, Building and Zoning Committee – Text Amendments to Sections 4.17.H, 7.01.D.53.b.vi, 8.08.B.2.h, 10.01.C.27.b.vi, 11.02.C, 11.02.D, 11.04, 11.04.A, 13.01.C, 13.07.B, 13.07.C and 13.08.C of the Kendall County Zoning Ordinance by Removing the Requirements for the Zoning, Platting and Advisory Committee and the Kendall County Regional Planning Commission to Meet and Issue Recommendations on Proposed Map Amendments, Special Use Permits, Major Amendments to Special Use Permits, and Text Amendments on Matters Not Involving the Powers and Duties of the Zoning, Platting and Advisory Committee or the Kendall County Regional Planning Commission and Related Zoning Text Citation Amendments

Mr. Holdiman provided a summary of this proposed text amendment. The PBZ Committee had concerns that review period for certain applications was too time consuming and involved too many meetings. ZPAC would continue to meet for site plan reviews, text amendments to the Zoning Ordinance involving their powers and duties, amendments to the Subdivision Control Ordinance, preliminary plat approvals, final plat approvals, and RPD related plat approvals. ZPAC would not meet for map amendments, text amendments to the Zoning Ordinance not involving their powers and duties, special use permits, and major amendments to special use permits.

Mr. Rybski asked if ZPAC would meet for special use permit applications. Mr. Holdiman stated that ZPAC would not formally meet for special use permit applications, but ZPAC members could submit comments prior to the hearing regarding the special use permit applications. The distribution email would continue to be sent.

Mr. Klaas asked if the Planning, Building and Zoning Department Staff was in favor of this proposal. Mr. Holdiman responded that Staff had no objections. Mr. Klaas noted that the Soil and Water Conservation District and Health Department may still want to provide input on certain special use permit proposals. Mr. Holdiman noted that the proposed process would still allow ZPAC members to comment on proposals and pre-application meetings could occur as well.

Mr. Klaas made a motion, seconded by Ms. Andrews, to recommend approval of the proposal.

Ayes (6): Klaas, Andrews, Langston, Rybski, Clayton, and Holdiman
Nays (0): None
Absent: (4) Davidson, Chismark, Guritz, and Asselmeier

The motion passed unanimously. This matter will go before the Kendall County Regional Planning Commission on February 28th.

REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

Mr. Holdiman stated that Mr. Asselmeier will need to provide an update on Petition 17-30 at a future meeting.

OLD BUSINESS/NEW BUSINESS

None

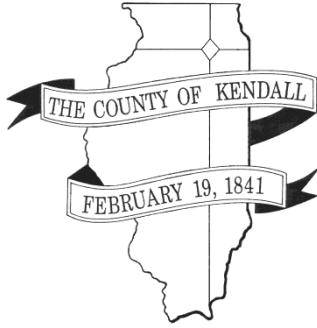
PUBLIC COMMENT

None

ADJOURNMENT

Ms. Andrews made a motion, seconded by Mr. Clayton, to adjourn. With a voice vote of all ayes, the motion carried. The ZPAC, at 9:11 a.m., adjourned.

Respectfully Submitted,
Matthew H. Asselmeier, AICP
Senior Planner



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 18-05

Keith and Kathleen Warpinski

Map Amendment Rezoning Property from A-1 to R-1

INTRODUCTION

Keith and Kathleen Warpinski are requesting a map amendment rezoning the subject property from A-1 to R-1 in order to have the ability to construct a single-family home on the property.

SITE INFORMATION

PETITIONER: Keith and Kathleen Warpinski

ADDRESS: Between 9239 and 9125 Walker Road

LOCATION: 0.31 Miles East of Route 47 on the North Side of Walker Road



TOWNSHIP: Kendall

PARCEL #: 05-21-400-011

LOT SIZE: 6.57 acres

EXITING LAND USE: Residential/Agricultural

ZONING: A-1 Agricultural District

LRMP:	Land Use	Agricultural
	Roads	Walker Road is a County Road classified as a Minor Collector Road
	Trails	Trails are planned along Walker Road and along the Middle Aux Sable Creek
	Floodplain/Wetlands	The Middle Aux Sable Creek is located near the northern property line

REQUESTED ACTION: Map Amendment Rezoning Property from A-1 to R-1

APPLICABLE REGULATIONS: Section 13.07 – Map Amendment Procedures

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within 1/2 Mile
North	Agricultural	A-1	Rural Res.; Trans. Corridor	A-1; A-1 SU
South	Agricultural/Residential	A-1	Rural Estate Res.; Comm.; Trans. Corridor	A-1
East	Agricultural/Residential	A-1	Rural Res.	A-1
West	Agricultural/Residential	A-1	Rural Res.; Comm.; Trans. Corridor	A-1; B-3

Two (2) houses are located east of the property; one (1) house is located to the south of the property; one (1) house is located west of the property.

Commonwealth Edison also has a planned area along the east side of Route 47.

PHYSICAL DATA

ENDANGERED SPECIES REPORT

EcoCAT Report submitted and consultation was terminated.

NATURAL RESOURCES INVENTORY

LESA Score was 200 indicating a low level of protection.

ACTION SUMMARY

KENDALL TOWNSHIP

Petition information was sent to Kendall Township 2.20.18.

UNITED CITY OF YORKVILLE

Petition information was sent to the United City of Yorkville 2.20.18.

GENERAL INFORMATION

The petitioner desires the map amendment in order to have the ability to construct a house on the property at some point in the future. The subject property does not have an allocation for the construction of a home and does not possess forty (40) acres. Therefore, a map amendment is required in order to construct a home onsite.

The petitioner does not believe that the property is large enough for farming. Pictures of the property are included.

The Land Resource Management Plan calls for this area to be rural residential in the future. Existing single-family homes are located around the subject property. For these reasons, Staff does not believe that the approval of this request would constitute spot zoning.

The property is currently for sale.

BUILDING CODES

Any new homes or accessory structures would be required to meet applicable building codes.

ACCESS

The property fronts Walker Road. Pending comments from Kendall Township, Staff has no concerns regarding the ability of Walker Road to support a proposed home at this location.

ODORS

No new odors are foreseen.

LIGHTING

Any new lighting would be for residential use only. Staff does not foresee any concerns regarding lighting.

SCREENING

No fencing or buffer is presently planned for the property. Any new fences or plantings would be for a residential use. Any new fences would have to follow applicable regulations.

STORMWATER

The northern portion of the property touches the Middle Aux Sable Creek. Any new homes would have to be constructed per Kendall County’s Stormwater Management Ordinance.

UTILITIES

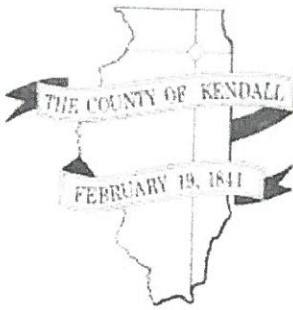
Electricity is near the property. A new well and septic system would have to obtain applicable permits.

RECOMMENDATION

Staff recommends approval of the proposed map amendment.

ATTACHMENTS


- 1. Application Materials (Including the Petitioner’s Findings of Fact, Plat, and EcoCat)
- 2. NRI Executive Report
- 3. Aerial
- 4. Looking North
- 5. East Side of Property
- 6. West Property Line (Spring Picture)
- 7. Looking South (Spring Picture)



DEPARTMENT OF PLANNING, BUILDING & ZONING
 111 West Fox Street • Yorkville, IL • 60560
 (630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME Warpinski Map Amendment FILE # 18-05

NAME OF APPLICANT		
Keith and Kathleen Warpinski		
CURRENT LANDOWNER/NAME(s)		
Keith and Kathleen Warpinski		
SITE INFORMATION		
ACRES	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
6.57 acres	N side of Walker Rd., Yorkville, IL	05-21-400-011
EXISTING LAND USE	CURRENT ZONING	LAND CLASSIFICATION ON LRMP
Agricultural	A-1	
REQUESTED ACTION (Check All That Apply):		
<input type="checkbox"/> SPECIAL USE	<input checked="" type="checkbox"/> MAP AMENDMENT (Rezone to <u>R-1</u>)	<input type="checkbox"/> VARIANCE
<input type="checkbox"/> ADMINISTRATIVE VARIANCE	<input type="checkbox"/> A-1 CONDITIONAL USE for: _____	<input type="checkbox"/> SITE PLAN REVIEW
<input type="checkbox"/> TEXT AMENDMENT	<input type="checkbox"/> RPD (<input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final)	<input type="checkbox"/> ADMINISTRATIVE APPEAL
<input type="checkbox"/> PRELIMINARY PLAT	<input type="checkbox"/> FINAL PLAT	<input type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.)
AMENDMENT TO A SPECIAL USE (<input type="checkbox"/> Major; <input type="checkbox"/> Minor)		
¹PRIMARY CONTACT	PRIMARY CONTACT MAILING ADDRESS	PRIMARY CONTACT EMAIL
Daniel J. Kramer	1107A S. Bridge Street	dkramer@dankramerlaw.com
PRIMARY CONTACT PHONE #	PRIMARY CONTACT FAX #	PRIMARY CONTACT OTHER #(Cell, etc.)
630-553-9500	630-553-5764	
²ENGINEER CONTACT	ENGINEER MAILING ADDRESS	ENGINEER EMAIL
ENGINEER PHONE #	ENGINEER FAX #	ENGINEER OTHER # (Cell, etc.)
I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.		
I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES.		
S 		DATE
		5-19-17

FEE PAID: \$ 500.00
 CHECK #: 

¹Primary Contact will receive all correspondence from County
²Engineering Contact will receive all correspondence from the County's Engineering Consultants

Last Revised: 9.18.12
 Map Amendment

RECEIVED
 FEB 13 2018
 KENDALL COUNTY
 PLANNING, BUILDING
 & ZONING

Please fill out the following findings of fact to the best of your capabilities. § 13.07.F of the Zoning Ordinance lists the Finding of Fact criteria the Zoning Board of Appeals must answer in order to make a recommendation to the County Board on any **map amendment** request. They are as follows:

Existing uses of property within the general area of the property in question.

There is a slow trend of residential uses surrounding both the east and west side of this property. There are single family residences that adjoin on each of the east and west side of the subject property which are farmette/rural residential type uses. The Hattner Property has been subject of an Annexation Agreement with the United City of Yorkville. South of the property is farmland and will continue to be farmland not interrupted by this proposed use.

The Zoning classification of property within the general area of the property in question.

The property within the general area is a mix of City R-2/R-1 Single Family Residential, Business; the County Zoning surrounding the property is Agricultural although the uses are mixed between Agricultural and Residential.

The suitability of the property in question for the uses permitted under the existing zoning classification.

The subject property is not suitable by site acreage nor site usage for current modern row crop farming practices due to its small acreage size. The owners of the property have planted substantial nursery stock on the property which would be thinned out and sold off over the years, although the highest and best use of the property would be for a single family residential non-business type use which is the intent of the parties. The single family residential use as a rural residence, would comport with the adjoining owners on the east and west.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification.

The trend of development in the area is moderate residential growth and continuing agricultural growth until the United City of Yorkville expands on property subject to previous Annexation Agreements. Further the Property is within the one and one half mile planning area of the United City of Yorkville and shows as being anticipated to be low density residential.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies.

The proposal to develop the parcel as a one lot single family rural residence conports with the Kendall County Land Resource Management Plan in that the density would be lower than the contiguous growth area which would permit a higher density on the parcel.



201600011476

DEBBIE GILLETTE
KENDALL COUNTY, IL

RECORDED 8/1/2016 2:44 PM
RTGE. 49.00 RHSPS FEE. 18.00
PAGES: 4

Space Above is for Recording Information

ILLINOIS OPEN-END MORTGAGE

8GM407 (06/13)

Drafted By Greg J Davis Esq
2000 Jacobssen Drive
Normal IL 61761

Return To 1st Farm Credit Services
Attn: Jillian Grzywa
1350 W Prairie Drive
Sycamore IL 60178

No(s) 1111104100

TOTAL PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE SHALL NOT EXCEED \$150,000.00

This Mortgage dated July 25, 2016, is by Keith J Warpinski (a/k/a Keith Warpinski) and Kathleen Warpinski (a/k/a Kathleen J Warpinski) husband and wife (after this called "Mortgagor" whether one or more) whose mailing address is 23819 W Mill St Plainfield IL 60544 to 1st Farm Credit Services PCA (after this called "Mortgagee") a federally chartered corporation whose address is 2000 Jacobssen Drive Normal, IL 61761

For valuable consideration Mortgagor grants, sells, mortgages and warrants to Mortgagee, its successors and assigns, forever the real estate in the county or counties of Kendall and Will Illinois, described in Exhibit A to this Mortgage, which is by this reference made a part of this Mortgage, together with all the fixtures, tenements, hereditaments and appurtenances belonging or in any way appertaining to this real estate. All of the preceding property and property rights, including the real estate described in Exhibit A, are after this collectively called the premises.

THIS MORTGAGE SECURES (a) the repayment of indebtedness in the principal sum of \$150,000.00 evidenced by 1 promissory note(s) as follows:

<u>Date of Note(s)</u>	<u>Face Amount(s)</u>	<u>Maturity Date(s)</u>
July 25, 2016	\$150,000.00	July 24, 2026

and any other indebtedness payable to Mortgagee evidenced by promissory notes secured by prior liens on the real estate described in Exhibit A, with interest as provided in the promissory notes, which may be variable or fixed and which may be converted from one to the other from time to time at the option of Mortgagor with the consent of Mortgagee, and all extensions, renewals and modifications thereof. (b) the repayment of all additional advances which Mortgagee may make from time to time to any one or more Mortgagor or to any one or more of the makers of the promissory notes prior to the release of this Mortgage, whether made before or after the maturity of the promissory notes, and whether evidenced by the same or other promissory notes given after this Mortgage, and any other future obligations of any one or more Mortgagor or these makers to Mortgagee, whether absolute or contingent, with interest as provided in the promissory notes, which may be variable or fixed as stated above, and all extensions, renewals and modifications thereof. However, the maximum principal amount secured by this Mortgage at any one time, exclusive of interest, shall not exceed \$150,000.00 in the aggregate. If the unpaid principal amount at any one time exceeds this sum, this Mortgage shall secure that portion of the unpaid principal amount that does not exceed this sum and interest thereon. (c) notwithstanding the above limitation, the repayment of all other amounts with interest to which Mortgagee may become entitled under this Mortgage, and (d) the performance by Mortgagor of all the warranties, agreements and terms contained in this Mortgage.

By execution of this Mortgage, Mortgagor hereby acknowledges receipt of all of the proceeds of the loan evidenced by the above promissory note or notes.

All principal, interest and other sums or charges payable to Mortgagee and secured by this Mortgage are after this called the Indebtedness.

If the Indebtedness is paid to Mortgagee when due and Mortgagor keeps and performs all the warranties, agreements and terms contained in this Mortgage, then this Mortgage shall be void.

MORTGAGOR WARRANTS THAT (a) Mortgagor has fee simple title to the premises and good right to convey them; (b) Mortgagee shall quietly enjoy and possess the premises; and (c) except as expressly set forth in this Mortgage, the premises are free from all encumbrances and Mortgagor will warrant and defend title to the premises against all lawful claims.

MORTGAGOR AGREES AS FOLLOWS

1 Discharge Liens To pay and discharge when due all present and future taxes, assessments, judgments, mortgages and liens on the premises and to perform every obligation imposed upon Mortgagor by the instruments creating these liens.

2 Insurance To keep insured all buildings and improvements now or later located on the premises against loss or damage by fire wind, flood (if Mortgagee requires) and extended coverage perils, in companies and amounts satisfactory to Mortgagee and to provide on request satisfactory proof of insurance. The insurance policy shall contain a loss payable clause in favor of Mortgagee providing all rights customarily granted under the standard mortgage clause. At Mortgagee's option insurance proceeds may be applied to the Indebtedness or be used for reconstruction of the damaged property or be released to Mortgagor for reconstruction. If this Mortgage is foreclosed Mortgagor's interest in policies shall pass to Mortgagee.

3 Protective Advances If Mortgagor fails to pay taxes, assessments, judgments, mortgages or other liens on the premises or to maintain insurance as required by this Mortgage, Mortgagee may do so.

4 Pro Rata Payments Mortgagee may at its option, require Mortgagor to pay to Mortgagee at the same time as each regular installment of principal and interest an amount equal to a pro rata portion of the taxes, assessments and insurance premiums next to become due as estimated by Mortgagee.

5 Protective Actions In any collection or foreclosure activities or proceedings or if Mortgagor fails to perform any agreement or term contained in this Mortgage or if any proceeding is commenced which affects Mortgagee's interest in the premises (including but not limited to eminent domain, insolvency, bankruptcy code enforcement or probate), Mortgagee may (but is not obligated to) make such appearances, disburse such sums and take such actions as Mortgagee believes are necessary to protect its interest and preserve the value of the premises. This includes, but is not limited to, disbursement of reasonable attorneys' fees, court costs, costs of environmental audits and compliance, costs of appraisals and title evidence, and making repairs and maintenance. Mortgagee may inspect the premises at reasonable times including investigating the environmental condition of the premises and taking soil and water samples.

6 Additions to Indebtedness All amounts incurred or advanced by Mortgagee under paragraph 3 or 5 of this Mortgage shall be due immediately, shall bear interest as provided in the promissory note described in this Mortgage or the promissory note with the latest maturity date if more than one is described, and shall be secured by this Mortgage.

7 Maintain Premises (a) To not remove or permit to be removed any buildings, improvements or fixtures from the premises; (b) to maintain the premises in good repair and condition; (c) to cultivate the premises in a good, husbandlike manner; (d) to use the premises for farm purposes (if used for farm purposes on the date of this Mortgage); (e) to not cut or remove wood or timber from the premises except for domestic use; and (f) to neither commit nor permit waste of the premises. If the premises are abandoned or left unoccupied Mortgagee may (but is not obligated to) go upon the premises to protect them against waste, vandalism or other damage without liability for trespass.

8 Complete Improvements To complete in a reasonable time any improvements now or later under construction on the premises.

9 Use of Loan Proceeds The proceeds of the Indebtedness shall be used solely for (a) the purposes specified in the loan application or, (b) other purposes Mortgagee may require or agree to in writing.

10 Assignment of Rents Mortgagor by this Mortgage assigns to Mortgagee to further secure the payment of the Indebtedness the rents, issues and profits of the premises now due or which may later become due. Upon Default under this Mortgage by Mortgagor, Mortgagee (a) shall immediately and without any further action to enforce its interest have an enforceable and perfected right to receive such rents, issues and profits and (b) may in its sole discretion notify any or all tenants to pay directly to Mortgagee all such rents, issues and profits. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the premises.

11 Minerals and Eminent Domain In this paragraph 11, minerals includes but is not limited to oil, gas, coal, lignite, rock, stone, gravel, sand, clay, peat and earth. Mortgagee shall at its option receive all sums which may accrue to Mortgagor from eminent domain proceedings or from the sale, lease, development or removal of minerals in and under the premises. These sums shall be applied to the Indebtedness as Mortgagee elects. Nothing in this Mortgage however obligates Mortgagee to accept these sums or constitutes consent to the sale, lease, development or removal of minerals or obligates Mortgagee to receive any payment during foreclosure or a redemption period. If a lawful claimant enters or asserts a right of entry on the premises for the purpose of exploration, development or removal of minerals under reservation or conveyance paramount to this Mortgage to the exclusion of and without compensation to Mortgagor, then, at the option of Mortgagee, the entire Indebtedness shall become due and payable.

12 Actions Not Affecting Lien or Liability Without affecting the priority of the lien of this Mortgage or the liability of Mortgagor or of any other party for the payment of the Indebtedness, Mortgagee may from time to time without notice to Mortgagor (a) release all or part of the premises from the lien of this Mortgage; (b) extend and defer the maturity of and renew and reamortize all or any part of the Indebtedness; (c) adjust interest rates as provided in the promissory note(s); and (d) release from liability for payment of the Indebtedness one or more parties who are or become liable for its payment.

13 Hazardous Substances To comply with all federal, state and local laws and the recommendations of all courts and government agencies concerning the generation, use, discharge, release, storage and disposal of hazardous substances, petroleum products, farm chemicals and general waste on the premises. Mortgagor warrants that no hazardous substances have previously been discharged, released, stored or disposed of on the premises and will take all remedial action necessary to remove any hazardous substance found on the premises during the term of this Mortgage or after default by Mortgagor. Mortgagor will indemnify Mortgagee, its directors, officers, employees and agents against all claims and losses, including court costs and attorneys' fees, arising directly or indirectly out of Mortgagor's failure to comply with this paragraph. This warranty and indemnity shall survive termination of this Mortgage.

14 Events of Default Each of the following constitutes a default of this Mortgage by Mortgagor (Default): (a) failure to pay when due any part of the Indebtedness; (b) failure to perform or observe any warranty, agreement or term contained in this Mortgage or in any promissory note(s) evidencing the Indebtedness or in any related loan agreement(s); (c) the appointment of a receiver, receiver pendente lite or liquidator, whether voluntary or involuntary, for any Mortgagor or for any of the property of any Mortgagor; (d) the commencement of any proceeding by or against any Mortgagor under the provisions of any bankruptcy or insolvency laws; (e) the making by any Mortgagor of an assignment for the benefit of creditors; (f) the sale or transfer without Mortgagee's prior written consent of all, any part of, or any interest in, the premises or any beneficial interest in a land trust holding title to the premises by Mortgagor or any party having a beneficial interest in the land trust; (g) the transfer without Mortgagee's prior written consent of stock in a corporation holding title to all or any part of the premises by any stockholder of such corporation if the result is that a majority of shares of the stock is owned by any parties who are not stockholders at the date of this Mortgage.

15 Remedies on Default Mortgagee may do any one or more of the following if a Default occurs under paragraph 14: (a) The entire Indebtedness may become immediately due without notice and bear interest as provided in the promissory note(s) evidencing

the indebtedness and Mortgagee may collect this amount in a suit at law or by foreclosure of this Mortgage (b) Take possession of the premises upon filing a foreclosure action and have full authority to operate, manage, lease and conserve the premises to collect the rents, issues and profits from the premises to obtain hazard insurance to pay taxes and assessments when due, to employ counsel custodians and other assistants to make necessary repairs to exercise all the usual powers of receivers in like cases and to continue in possession of the premises until expiration of the statutory period of redemption All rents, issues and profits collected as Mortgagee in possession may, without prior approval of the court, be applied first to payment of the costs of management of the premises and then to the Indebtedness and Mortgagee shall be accountable only for those proceeds actually received, (c) At any sale held pursuant to a court decree all of the premises may be sold as one parcel and any law to the contrary is waived by Mortgagor, (d) Mortgagee may retain out of the sale proceeds amounts due Mortgagee under this Mortgage, the costs of the sale and attorneys' fees as provided by statute or court practice or in a reasonable amount (e) In any foreclosure action or other proceeding the court may appoint a receiver and receiver pendente lite for the premises with the usual powers provided by statute, and Mortgagor hereby consents to the appointment (f) If there is any security other than this Mortgage for the Indebtedness then Mortgagee may proceed upon this and the other security either concurrently or separately in any order it chooses (g) If this Mortgage secures multiple promissory notes, Mortgagee may apply foreclosure sale proceeds to the notes in the order and amounts it elects

16 **Cumulative Rights** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law

17 **Waiver** The failure or delay of Mortgagee to exercise any right is not a waiver of that right

18 **Successors** This Mortgage shall bind and benefit the parties to this Mortgage and their respective heirs, executors, administrators successors and assigns

19 **Waiver of State Rights** Mortgagor waives and relinquishes all rights given by the homestead and exemption laws of the State of Illinois

An electronic reproduction of this fully-executed document shall be as valid as the original

[Redacted signature]

Keith J Warpinski

[Redacted signature]

Kathleen Warpinski

STATE OF ILLINOIS

COUNTY OF

Kendall

) ss

(Individual)

On 7-28-16 before me personally appeared Keith J Warpinski (a/k/a Keith Warpinski) and Kathleen Warpinski (a/k/a Kathleen J Warpinski) husband and wife to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged the same as their free act and deed

[Redacted signature]

Mark Ringhouse Notary Public

Dakota County Illinois

My Commission Expires 9-18-17



Attachment 1, Page 6

Exhibit A Legal Description

Tract 1

Lot 80 in Rivers Edge Landing Unit 2, a Subdivision of Part of Section 6, Township 34 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded September 17, 2004 as Document No R2004172391 in Will County, Illinois

Tract 2

Lot 81 in Rivers Edge Landing Unit 2, a Subdivision of Part of Section 6, Township 34 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded September 17, 2004, as Document No R2004172391 in Will County, Illinois

PIN#s 40-10-06-408-001, 04-10-06-304-033

517 & 521 Rivers Edge Dr

Minooka, IL 60447

PARCEL 1 THE EAST 429 00 FEET OF THE FOLLOWING DESCRIBED PROPERTY THAT PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 SECTION, THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 SECTION 660 0 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUING WEST ALONG SAID SOUTH LINE 660 0 FEET, THENCE NORTH AT RIGHT ANGLES TO SAID SOUTH LINE, 660 0 FEET, THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 SECTION 660 0 FEET, THENCE SOUTH 660 0 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS AND CONTAINING 6 5 ACRES

PARCEL 2 THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 981 53 FEET FOR THE POINT OF BEGINNING, THENCE EASTERLY ALONG SAID SOUTH LINE, 573 82 FEET, THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 534 20 FEET, THENCE EASTERLY PARALLEL WITH SAID SOUTH LINE, WHICH FORMS AN ANGLE OF 90 DEGREES 23 MINUTES 18 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTER-CLOCKWISE THEREFROM, 37 39 FEET, THENCE NORTHERLY PARALLEL WITH SAID EAST LINE 703 0 FEET, THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 93 DEGREES 02 MINUTES 23 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 612 81 FEET, TO A LINE DRAWN NORTHERLY, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 FROM THE POINT OF BEGINNING, THENCE SOUTHERLY ALONG SAID PARALLEL LINE 1273 84 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART LYING EASTERLY OF A LINE DRAWN TO THE NORTH 1/2 FROM A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER WHICH IS 744 3 FEET WESTERLY OF THE EAST LINE, AS MEASURED ALONG SAID SOUTH LINE FROM THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PIN# 05-21-400-011, 05-22-300-008, 05-22-300-006



Kendall County Soil & Water Conservation District

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

www.kendallswcd.org

NATURAL RESOURCE INFORMATION (NRI) REPORT APPLICATION

Petitioner: Keith & Kahtleen Warpinski **Contact Person:** Daniel J. Kramer
 Address: [REDACTED] 1107A S Bridge Street
 City, State, Zip: [REDACTED] Yorkville, IL 60560
 Phone Number: [REDACTED] (63) 553-9500
 Email: [REDACTED] Dkramer@dankramerlaw.com

Please select: How would you like to receive a copy of the NRI Report? Email Mail

Site Location & Proposed Use

Township Name Kendall Township _____ N, Range _____ E, Section(s) _____
 Parcel Index Number(s) 05-21-400-011
 Project or Subdivision Name Warpinski Number of Acres 6.9
 Current Use of Site vacant land Proposed Use 1
 Proposed Number of Lots 1 Proposed Number of Structures 1
 Proposed Water Supply well Proposed type of Wastewater Treatment septic
 Proposed type of Storm Water Management _____

Type of Request

Change in Zoning from A-1 to R-1 for 1 Single Family Home
 Variance (Please describe fully on separate page)
 Special Use Permit (Please describe fully on separate page)
 Name of County or Municipality the request is being filed with: _____

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

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

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

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

Fee for first five acres and under	\$	<u>375.00</u>
<u>2</u> Additional Acres at \$18.00 each	\$	<u>36.00</u>
Total NRI Fee	\$	<u>411.00</u>

NOTE: Applications are due by the 1st of each month to be on that month's SWCD Board Meeting Agenda. Once a completed application is submitted, please allow 30 days for inspection, evaluation and processing of this report.

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

Keith Warpinski [REDACTED]
 Petitioner or Authorized Agent

5-19-17
 Date

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

FOR OFFICE USE ONLY

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



1 of 3



Applicant: DKR Group, Inc.
Contact: Thomas Osterberger
Address: 111 N. Ottawa Street
 Joliet, IL 60432

IDNR Project Number: 1707421
Date: 02/21/2017

Project: NA
Address: Walker Road , Unincorporated

Description: Issuance of a special Use for a landscape business to allow storage of landscape equipment in 6,000 square foot farm building.

Natural Resource Review Results

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

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

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

Location

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

County: Kendall

Township, Range, Section:
36N, 7E, 21



IL Department of Natural Resources
Contact
 Keith Shank
 217-785-5500
 Division of Ecosystems & Environment

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

Disclaimer

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

Terms of Use

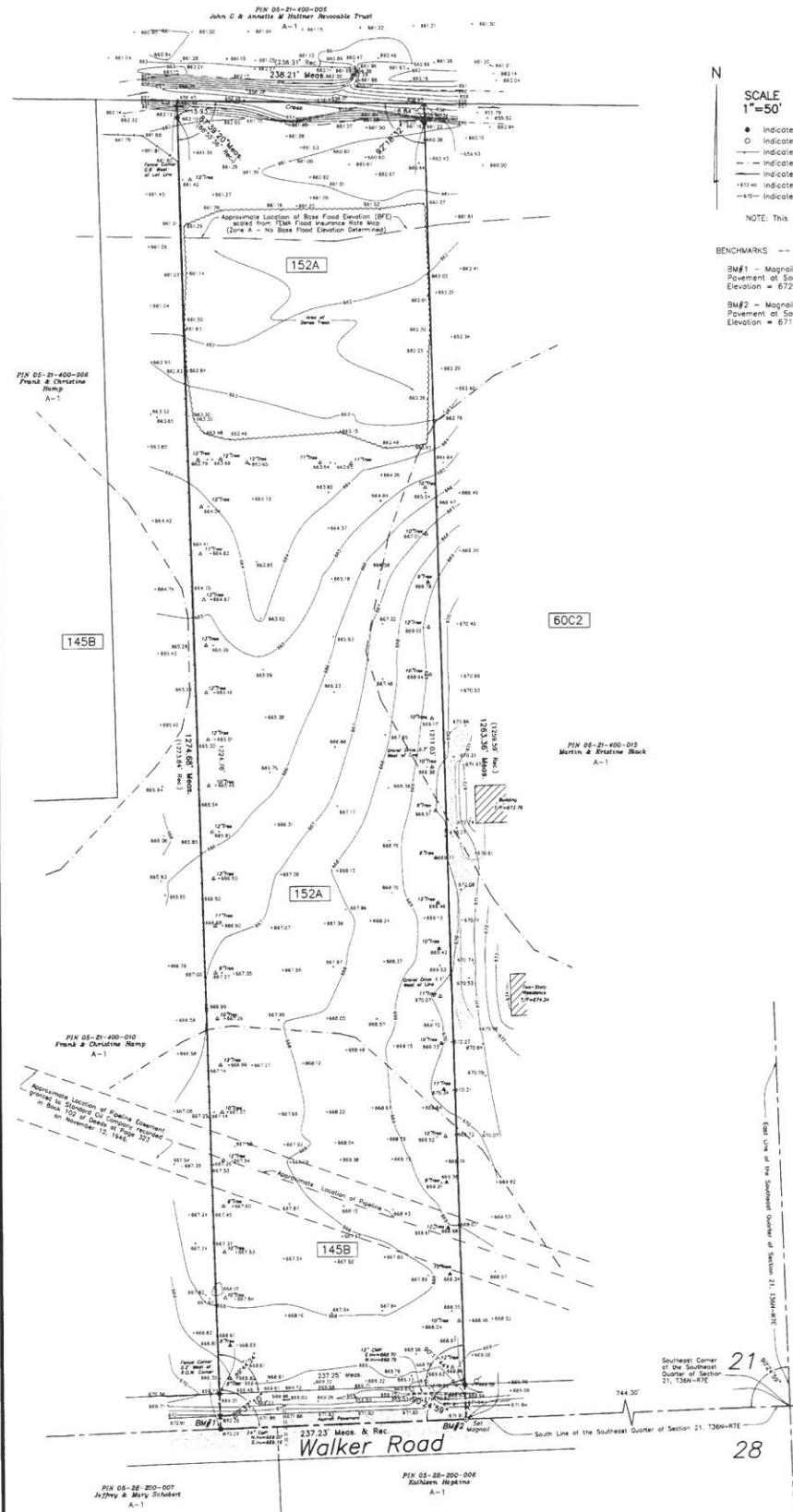
By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms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

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information

Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

Page 1 of 3

ZONING PLAT OF
PART OF THE SOUTHEAST QUARTER OF SECTION 21, T36N-R7E, 3rd P.M.
KENDALL TOWNSHIP KENDALL COUNTY ILLINOIS



SCALE
1"=50'

- Indicates Iron Stake Found
- Indicates Iron Stake Set
- Indicates Line of Fence
- - - Indicates Salls Boundary
- Indicates Direction of Drainage
- +11.4 Indicates Existing Spot Elevation
- 47.9 Indicates Existing Contour Elevation

NOTE: This property is vacant.

DEVELOPER:
Keith and Kathleen Warpinski
P.O. Box 4223
Naperville, Illinois 60567

AREA TO BE REZONED:
6.9225 Acres (= 301,544 sq.ft.)

PRESENT ZONING:
A-1 (Agricultural District)

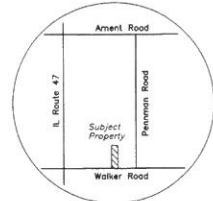
PROPOSED ZONING:
R-1 (Residential District)

P.I.N.
05-21-400-011

BENCHMARKS -- (NGVD1929)

BM#1 - Magnail at Edge of Pavement at Southwest Corner
Elevation = 672.25

BM#2 - Magnail at Edge of Pavement at Southeast Corner
Elevation = 671.94



LOCATION SKETCH
Not to Scale

LEGAL DESCRIPTION OF TRACT TO BE REZONED:

That Part of the Southeast Quarter of Section 21, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southeast Corner of said Southeast Quarter; thence Westerly along the South Line of said Southeast Quarter 744.30 feet to a point of beginning; thence Westerly along said South Line 237.23 feet; thence Northerly parallel with the West Line of said Southeast Quarter 1275.84 feet; thence Easterly along a line which forms an angle of 89°55'36" with the last described course, measured counterclockwise therefrom 238.31 feet to a line drawn Northerly from the point of beginning which is parallel with the East Line of said Southeast Quarter; thence Southerly along said parallel line 1259.59 feet to the point of beginning in Kendall Township, Kendall County, Illinois.

AREA TABLE	
Tract	301,544 sq.ft. = 6.9225 Ac
Tract (Excluding Road)	293,537 sq.ft. = 6.7387 Ac

Soil Type
(USDA/NRCS - Kendall County, 2015)

60C2	La Rose Silt Loam, 5 to 10% slopes, eroded
145B	Soybrook Silt Loam, 2 to 5% slopes
152A	Drummer Silty Clay Loam, 0 to 2% slopes

NOTE: Part of the Subject Property is located in Special Flood Hazard Zone A (area subject to inundation by the 1% annual flood - No base flood elevation has been determined) as depicted on FEMA Flood Insurance Rate Map Number 17093C01250 with an effective date of February 4, 2009.

State of Illinois } SS
County of Kendall }

I, Phillip D. Young, an Illinois Professional Land Surveyor and an officer of Phillip D. Young and Associates, Inc., state that I have surveyed and located the visible improvements on the above described tract as shown by the plat hereon drawn which is a representation of said survey. Field work was completed September 22, 2017. This professional service conforms to the current Illinois minimum standard for a boundary survey.

Dated January 22, 2018 at Yorkville, Illinois

Phillip D. Young
Phillip D. Young
Illinois Professional Land Surveyor No. 2678 (Expires 11/30/18)



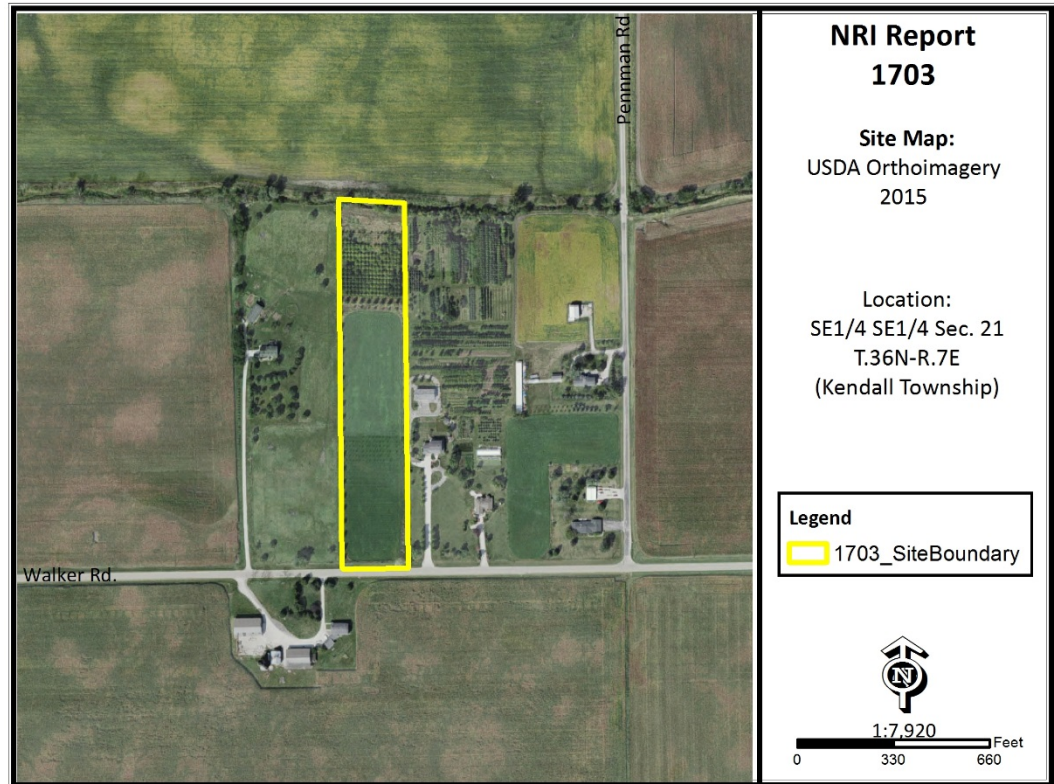
January 22, 2018

JOB NO.	17232
JOB NAME	WARPINSKI
DWG FILE	17232
REVISION DATE	

Phillip D. Young and Associates, Inc.
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

1107B South Bridge Street
Yorkville, Illinois 60560
Telephone (630)553-1580

NATURAL RESOURCE INFORMATION (NRI) EXECUTIVE SUMMARY REPORT: 1703



June 2017

Petitioner: Keith & Kathleen Warpinski
Contact: Attorney Daniel J. Kramer

Prepared by:



**Kendall County Soil & Water
Conservation District**

7775A Route 47 • Yorkville, Illinois 60560
Phone: (630)553-5821 x3 • Fax: (630)553-7442
www.kendallswcd.org

Petitioner: Keith & Kathleen Warpinski

Contact Person: Attorney Daniel J. Kramer

County or Municipality the petition is filled with: Kendall County

Location of Parcel: SE¼ Section 21 T.36N.-R.7E. (Kendall Township) of the 3rd Principal Meridian in Kendall Co., IL

Project or Subdivision Name: N/A

Existing Zoning & Land Use: A-1 Agricultural; Vegetation, Trees

Proposed Zoning & Land Use: R-1; Single Family Home

Proposed Water Source: Well

Proposed Type of Sewage Disposal System: Septic

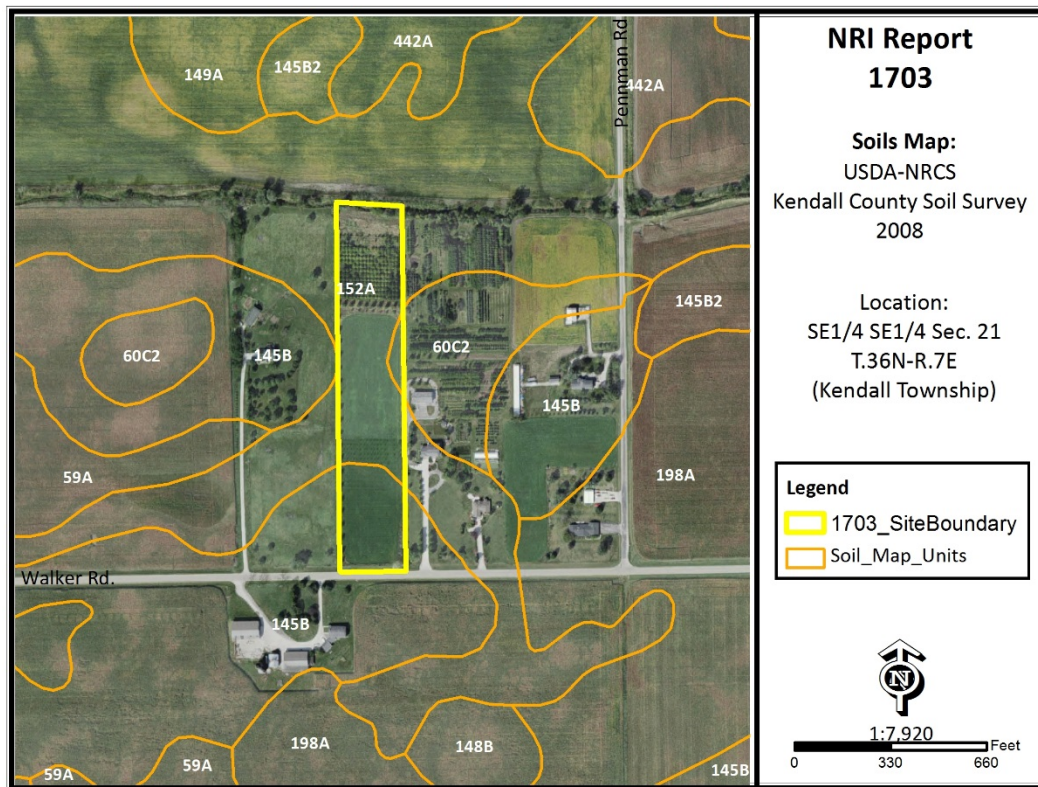
Proposed Type of Storm Water Management: None

Size of Site: 6.9 acres

Land Evaluation Site Assessment (LESA) Score: 200

Natural Resource Concerns

Soil Map:



SOIL INFORMATION:

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

Table 1:

Map Unit	Soil Name	Drainage Class	Hydrologic Group	Hydric Designation	Farmland Designation
60C2	La Rose silt loam, 5-10% slopes, eroded	Moderately well drained	C	Non-hydric	Farmland of Statewide Importance
145B	Saybrook silt loam, 2-5% slopes	Moderately well drained	C	Non-hydric	Prime Farmland
152A	Drummer silty clay loam, 0-2% slopes	Poorly Drained	B/D	Hydric	Prime Farmland if drained

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

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

Hydric Soils: A soil that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile. Of the soils found onsite, 152A Drummer silty clay loam is classified as a hydric soil.

Prime Farmland: Prime farmland is land that has the best combination of physical and chemical characteristics for agricultural production. Prime farmland soils are an important resource to Kendall County and some of the most productive soils in the United States occur locally. Of the soils found onsite, two are designated as prime farmland: 152A Drummer silty clay loam and 145B Saybrook silt loam.

Table 2:

Map Unit	Surface Runoff	Water Table	Ponding	Flooding
60C2	High	February – April Upper Limit: 2.0’-3.5’ Lower Limit: 2.2’-4.0’	February – April Surface Water Depth & Duration: -- Frequency: None	February – April None
145B	Low	February – April Upper Limit: 2.0’-3.5’ Lower Limit: 2.2’-3.8’	February – April Surface Water Depth & Duration: -- Frequency: None	February – April None
152A	Negligible	January - May Upper Limit: 0.0’-1.0’ Lower Limit: >6.0’	January – May Brief, Frequent Surface Water Depth: 0.0-0.5’	January - May None

Surface Runoff: Refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based upon slope, climate and vegetative cover. Indicates relative runoff for very specific conditions (it is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal).

Ponding: Ponding is standing water in a closed depression. Unless a drainage system is installed, the water is removed only by percolation, transpiration or evaporation. Duration is expressed as very brief (less than 2 days), brief (2 to 7 days), long (7 to 30 days), very long (more than 30 days). Frequency is expressed as none (ponding is not probable), rare (unlikely but possible under unusual weather conditions), occasional (occurs, on average, once or less in 2 years) and frequent (occurs, on average, more than once in 2 years).

Flooding: Temporary inundation of an area caused by overflowing streams, by runoff from adjacent slopes, or by tides. Water standing for short periods after rainfall or snowmelt is not considered flooding, and water standing in swamps and marshes is considered ponding rather than flooding. Duration expressed as brief is 2 to 7 days and a frequent frequency means that it is likely to occur often under normal weather conditions.

SOIL LIMITATIONS:

According to the USDA-NRCS, soil properties influence the development of building sites, including the selection of the site, the design of the structure, construction, performance after construction and maintenance. This report gives ratings for proposed uses in terms of limitations and restrictive features. The tables list only the most restrictive features. Ratings are based on the soil in an undisturbed state, that is, no unusual modification occurs other than that which is considered normal practice for the rated use. Even though soils may have limitations, an engineer may alter soil features or adjust building plans for a structure to compensate for most degrees of limitations. The final decision in selecting a site for a particular use generally involves weighing the costs for site preparation and maintenance.

- ✓ **Not Limited:** Indicates that the soil has features that are very favorable for the specified use; good performance and low maintenance can be expected.
- ✓ **Somewhat Limited:** Indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design or installation; fair performance and moderate maintenance can be expected.
- ✓ **Very Limited:** Indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures; poor performance and high maintenance can be expected.

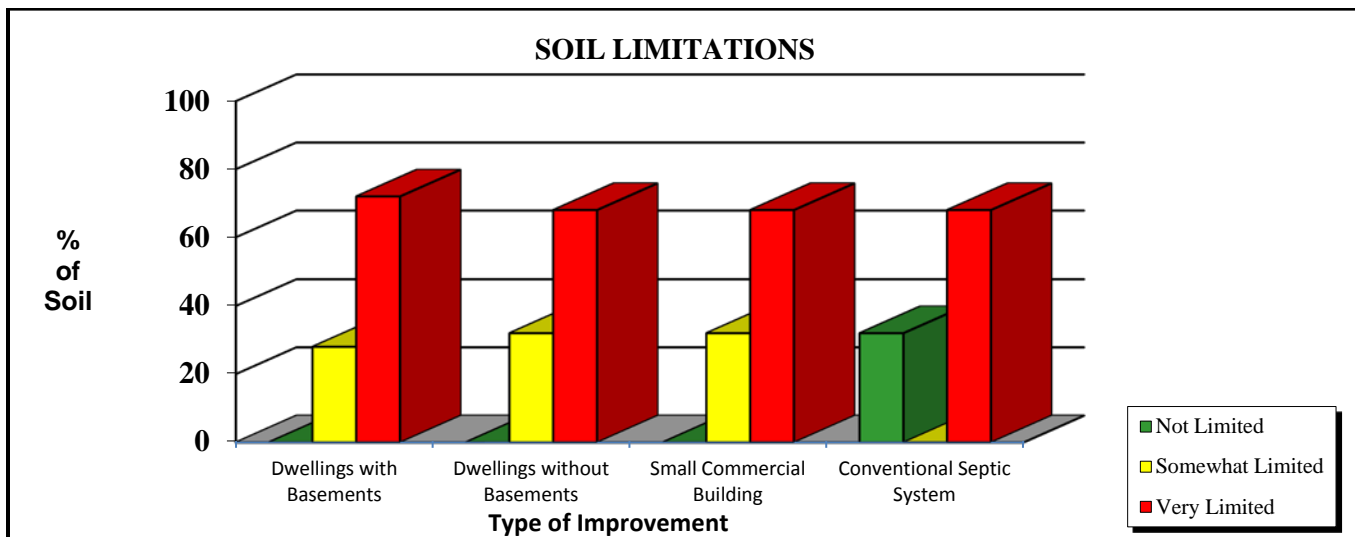
Conventional Septic System Rating Criteria:

The factors considered are the characteristics and qualities of the soil that affect the limitations for absorbing waste from domestic sewage disposal systems. Soils that are deemed unsuitable for installation of an on-site sewage disposal system per the Kendall County Subdivision Control Ordinance may necessitate the installation of a non-conventional onsite sewage disposal system. For more information please contact: Kendall County Health Department located at 811 W. John Street, Yorkville, IL; (630)553-9100 ext. 8026.

Limitations are listed below for dwellings with basements, dwellings without basements, and conventional sewage disposal systems. Please note this information is based on information compiled as part of the USDA-NRCS 2008 Soil Survey of Kendall County, IL and the Kendall County Subdivision Control Ordinance; this does not replace the need for site specific soil testing or results of onsite soil testing.

Table 3: Building Limitations

Soil Type	Dwellings with Basements	Dwellings without Basements	Small Commercial Building	Onsite Conventional Sewage Disposal System
60C2	Very Limited: Depth to saturated zone	Somewhat Limited: Depth to saturated zone	Somewhat Limited: Slope Depth to saturated zone	Suitable
145B	Somewhat Limited: Depth to saturated zone	Somewhat Limited: Shrink-swell	Somewhat Limited: Shrink-swell	Suitable
152A	Very Limited: Depth to saturated zone Shrink-swell	Very Limited: Depth to saturated zone Shrink-swell	Very Limited: Depth to saturated zone Shrink-swell	Unsuitable Reason to avoided: Wet



Building Limitations Map:

Figure 2a: Dwellings with Basements

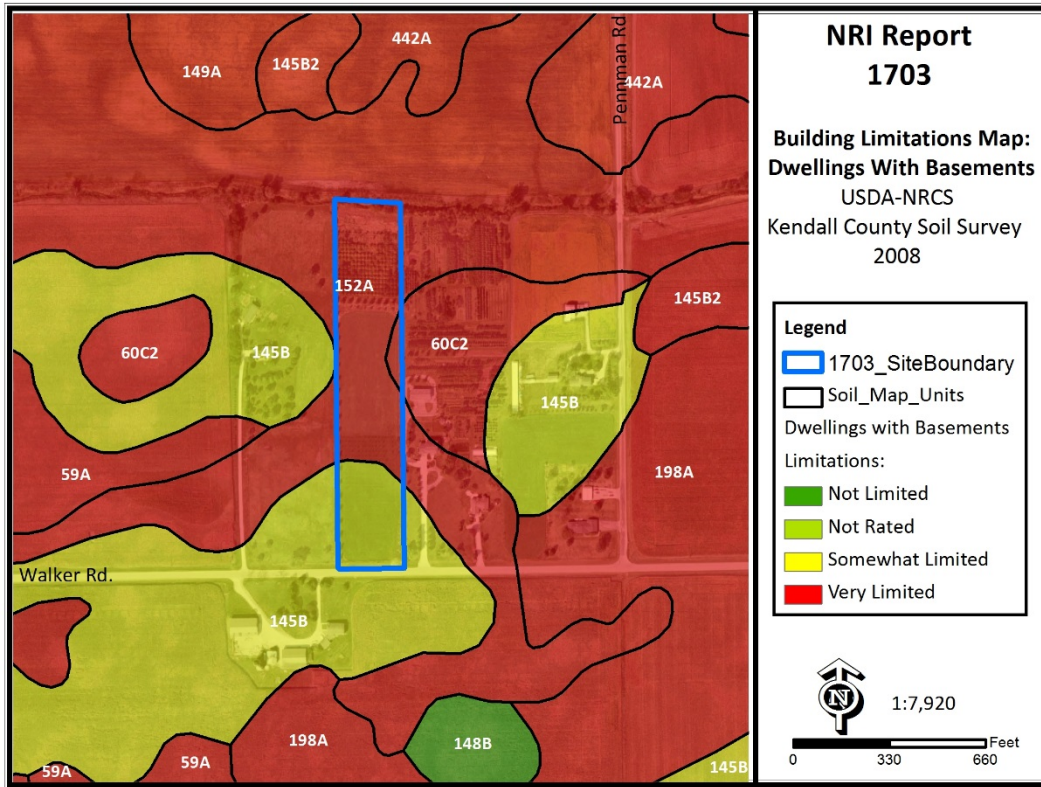
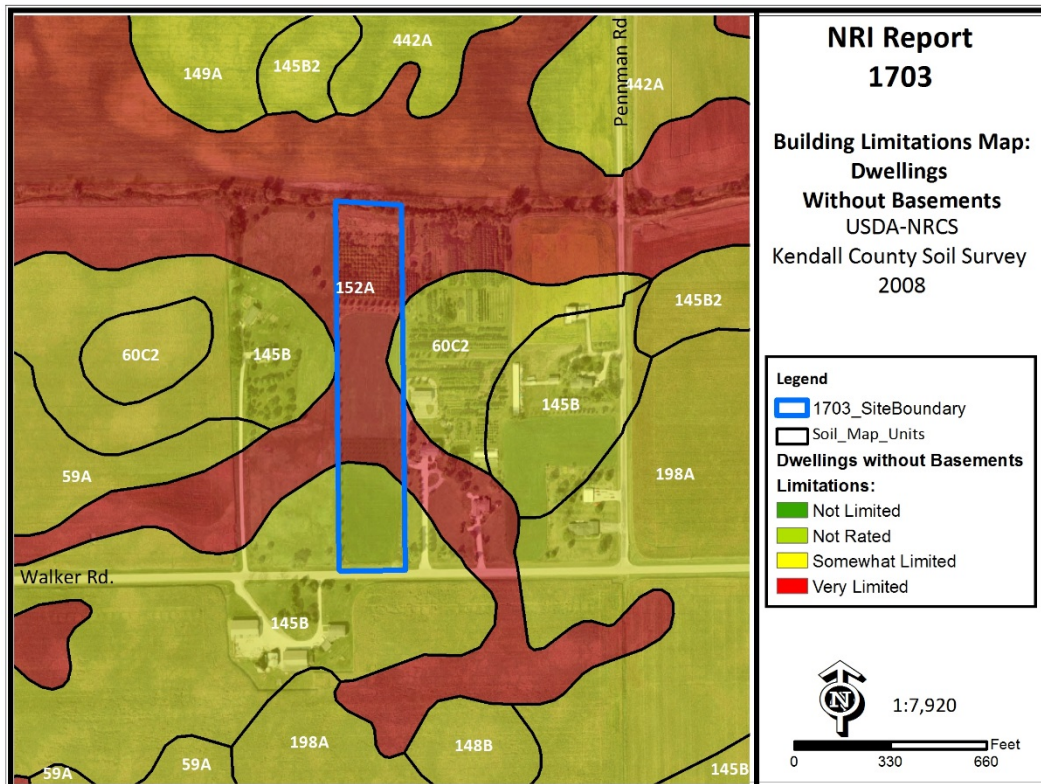


Figure 2b: Dwellings without Basements



Kendall County Land Evaluation and Site Assessment (LESA):

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

- **LAND EVALUATION (LE)** – The soils of a given area are rated and placed in groups ranging from the best to worst suited for a stated agriculture use, cropland or forestland. The best group is assigned a value of 100 and all other groups are assigned lower values. The Land Evaluation is based on data from the Kendall County Soil Survey. The Kendall County Soil and Water Conservation District is responsible for this portion of the LESA system.
- **SITE ASSESSMENT (SA)** – The site is numerically evaluated according to important factors that contribute to the quality of the site. Each factor selected is assigned values in accordance with the local needs and objectives. The Kendall County LESA Committee is responsible for this portion of the LESA system.

Table 4a: Land Evaluation Computation

Soil Type	Value Group	Relative Value	Acres	Product (Relative Value x Acres)
60C2	5	82	0.3	24.6
145B	2	94	1.9	178.6
152A	1	100	4.7	470.0
Totals			6.9	673.2
LE Score		LE= 673.2/6.9		LE=97.6 (98)

The Land Evaluation score for this site is **98**, indicating that this site is predominately prime farmland well suited for agricultural production.

Table 4b: Site Assessment Computation

A.	Agricultural Land Uses	Points
	1. Percentage of area in agricultural uses within 1.5 miles of site. (20-10-5-0)	20
	2. Current land use adjacent to site. (30-20-15-10-0)	20
	3. Percentage of site in agricultural production in any of the last 5 years. (20-15-10-5-0)	0
	4. Size of site. (30-15-10-0)	0
B.	Compatibility / Impact on Uses	
	1. Distance from city or village limits. (20-10-0)	20
	2. Consistency of proposed use with County Land Resource Management Concept Plan and/or municipal comprehensive land use plan. (20-10-0)	0
	3. Compatibility of agricultural and non-agricultural uses. (15-7-0)	7
C.	Existence of Infrastructure	
	1. Availability of public sewage system. (10-8-6-0)	10
	2. Availability of public water system. (10-8-6-0)	10
	3. Transportation systems. (15-7-0)	7
	4. Distance from fire protection service. (10-8-6-2-0)	8
	Site Assessment Score:	102

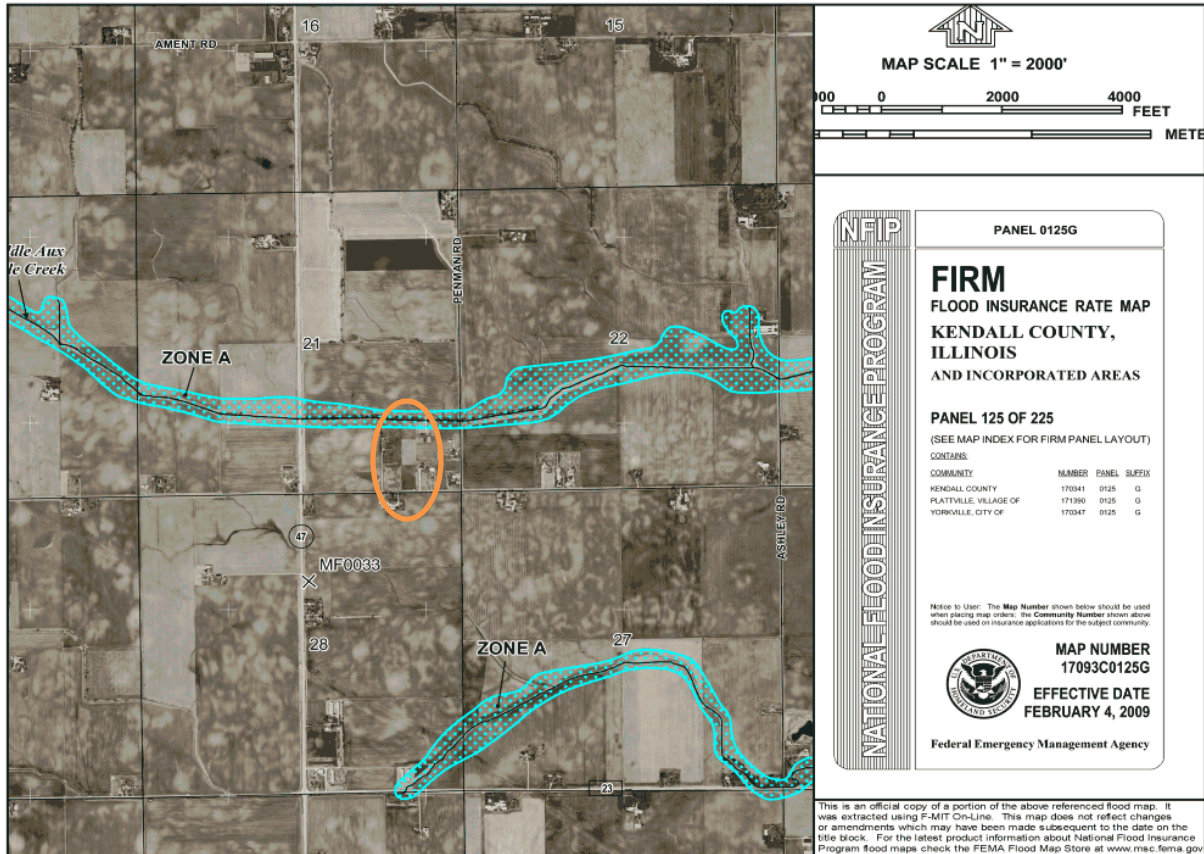
Land Evaluation Value: 98 + Site Assessment Value: 102 = LESA Score: 200

LESA SCORE	LEVEL OF PROTECTION
0-200	Low
201-225	Medium
226-250	High
251-300	Very High

The **LESA Score for this site is 200** which indicates a **low level of protection** for the proposed project site. Note: Selecting the project site with the lowest total points will generally protect the best farmland located in the most viable areas and maintain and promote the agricultural industry in Kendall County.

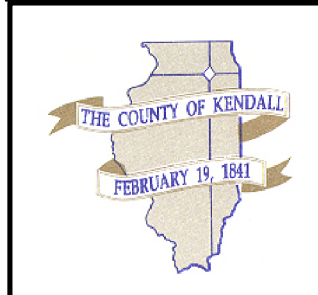
Wetlands: The U.S. Fish & Wildlife Service’s National Wetland Inventory map **does not indicate** the presence of a wetland on the project site. If a wetland is present and will be impacted by the project, a wetland delineation specialist, who is recognized by the U.S. Army Corps of Engineers, should determine the exact boundaries and value of the wetlands.

Floodplain: A portion of the parcel is located within the floodplain.



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

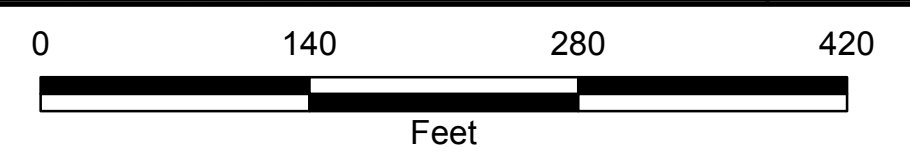
80.34



Kendall County GIS
 111 West Fox Street - Room 309
 Yorkville, Illinois 60560-1498
 630.555.4030

Aerial: Spring 2016

05-21-400-011
Kendall Twp.
Kendall County Illinois



1 inch = 100 feet

This map is provided as a public service of Kendall County, Illinois. It is not intended to be used for legal purposes. The County of Kendall, Illinois, is not responsible for any errors or omissions in this map. The County of Kendall, Illinois, is not responsible for any damages, including consequential damages, arising from the use of this map. The County of Kendall, Illinois, is not responsible for any claims, including consequential claims, arising from the use of this map. The County of Kendall, Illinois, is not responsible for any claims, including consequential claims, arising from the use of this map.



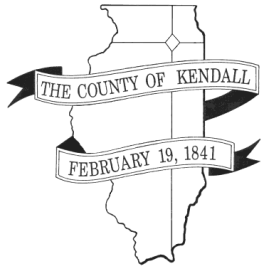


Attachment 6 West Property
Line-Spring



Attachment 7 Looking South (Spring)





DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: Kendall County Zoning and Platting Advisory Committee

From: Matthew H. Asselmeier, AICP, Senior Planner

Date: February 15, 2018

Re: 18-07 Proposed Text Amendment to Section 13.08 by Adding Sub-Section R Pertaining to
Special Use Permit Renewal Procedures

The Zoning Ordinance does not have a clear procedure for renewing special use permits. In reviewing all of the existing special use permits, twenty-seven (27) require some form of review or renewal. Additionally, in the future, the County Board may impose time limits on future special use permits. Therefore, Staff prepared the attached proposal establishing procedures for renewing special use permits.

The Planning, Building and Zoning Committee reviewed this proposal on February 13th and unanimously approved initiating the text amendment process.

If you have any questions prior to the meeting on this topic, please let me know.

Thanks,

MHA

ENC Proposed Procedure

Renewal of Special Use Permits Procedures

13.08.R. Special Use Renewal Procedures

1. All special use permits requiring renewal shall automatically be renewed for the same duration as listed in the special use permit currently in effect unless the owner of the special use permit or the Kendall County Board requests one or more amendments to the special use permit or if the owner or previous owner(s) of the special use permit violated the provisions and conditions of the special use permit during the most recent effective period of the special use permit.
2. If the owner of the special use permit or the Kendall County Board requests one or more amendments to the special use permit, then the amendments shall be processed under the applicable provisions of the Kendall County Zoning Ordinance for minor and major amendments to a special use permit, depending on the nature of the requested amendment(s).
 - a. If the owner of the special use permit requests one or more amendments, the owner of the special use permit shall be responsible for paying all applicable fees related to the securing of the requested amendment(s).
 - b. If the Kendall County Board requests one or more amendments to the special use permit at the time of renewal, the Kendall County Board shall be responsible for paying all applicable fees related to the securing of the requested amendment(s).
 - c. The most recent special use permit shall remain effective until the expiration date listed in the special use permit or the date in which the Zoning Administrator, in cases of minor amendments, or the Kendall County Board, in cases of major amendments, issues a decision on the application, whichever is later.
 - d. The Zoning Administrator, in cases of minor amendments, and the Kendall County Board, in cases of major amendments, may impose reasonable restrictions and conditions on any new or existing restriction or condition on an amended special use permit.
 - e. If the Zoning Administrator, in cases of minor amendments, or the Kendall County Board, in cases of major amendments, denies an amendment application, the most current version of the special use permit shall remain in effect as outlined in Section 13.08.R.1 above.
 - f. At least one (1) year shall lapse between the date of denial and the application for the same or similar amendment(s) to a special use permit at the same property.
3. If the owner or previous owner(s) of the special use permit is found guilty of violating the terms and conditions of the special use permit through an administrative adjudication process or by a court of competent jurisdiction during the most recent effective period of the special use permit, the owner of the special use permit shall apply for renewal of the special use permit under the same process as applications for new special use permits.
 - a. If the owner of a special use permit applies for renewal under this sub-Section, the existing special use permit shall remain effective until the expiration date listed in the existing special use permit or until the Kendall County Board issues a decision on the renewal application, whichever is later.
 - b. If the owner of a special use permit requiring renewal under this sub-Section of the Zoning Ordinance does not submit an application for renewal, then the special use permit shall be automatically revoked at its expiration date.

- c. If the Kendall County Board denies a request for a required renewal of a special use permit, the existing special use permit shall be deemed expired and revoked on the expiration date listed in the existing special use permit. Nothing in the provision shall be construed as a regulation restricting the Kendall County Board from initiating revocation procedures as outlined in Section 13.08.F. of the Kendall County Zoning Ordinance.
 - d. If a special use permit is revoked under the provisions of b or c listed above, the Zoning Administrator shall cause the Official Zoning Map of Kendall County to be amended to reflect the revocation.
 - e. At least one (1) year shall lapse between the date of revocation and the application for a new special use permit for the same or similar use at the same property.
4. This Sub-Section shall apply to any special use permit issued after **INSERT DATE** requiring renewal. Any special use permit issued prior to this date that requires renewal may follow the provisions of this Sub-Section if the owner(s) of the special use permit sign a notarized affidavit agreeing to the provisions of this Sub-Section.