



**KENDALL COUNTY
ZONING BOARD OF APPEALS
PUBLIC HEARING/MEETING**

109 West Ridge Street • East Wing Conference Room • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

AGENDA

December 14, 2020 – 7:00 p.m.

CALL TO ORDER – ZONING BOARD OF APPEALS (HYBRID ATTENDANCE)

ROLL CALL for the Zoning Board of Appeals: Randy Mohr (Chair); Scott Cherry, Karen Clementi, Cliff Fox, Tom LeCuyer, Dick Thompson, and Dick Whitfield

MINUTES: Approval of Minutes from the November 2, 2020 Zoning Board of Appeals Hearing/Meeting (Pages 3-11)

PETITIONS:

1. **Petition 20-30 – Kris and Hillary Wieschhaus (Pages 12-27)**

Request: Variance to Section 11:02.F.7.b of the Kendall County Zoning Ordinance to Allow the Installation of a Driveway at Zero Feet from the Eastern Property Line of the Subject Property Instead of the Required Five Foot Setback

PIN: 02-21-200-028

Location: 9261 Kennedy Road, Yorkville, Bristol Township

Purpose: Petitioner Wants to Construct the Driveway without Impacting the One-Hundred-Year Floodplain on the Subject Property

NEW BUSINESS/ OLD BUSINESS

None

REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

1. Petition 20-01 Amendments to the Kendall County Recreational Vehicle and Campground Zoning Regulations

PUBLIC COMMENT:

ADJOURN ZONING BOARD OF APPEALS- Next hearing/meeting on February 1, 2021

Microsoft Teams Meeting

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Kendall County

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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.

Kendall County Zoning Board of Appeals 12-14-2020 Remote Meeting Attendance



In accordance with the Governor’s Executive Order 2020-07, Kendall County Board Chairman Scott Gryder is encouraging social distancing by allowing remote attendance to the Kendall County Zoning Board of Appeals Meeting/Hearing scheduled for Monday, December 14, 2020, at 7:00 p.m. Instructions for joining the meeting are listed below.

For your safety and others, please attend the hearing/meeting by phone or computer, if possible. The East Wing Conference Room located at the Kendall County Historic Courthouse at 110 W. Madison Street (also addressed as 109 W. Ridge Street), in Yorkville, will have limited seating available. Masks are required when social distancing is not possible. If you plan to attend in person, please follow all social distancing requirements.

If anyone from the public would like to make a comment during the hearing/meeting there will be an allotted time on the agenda for public comment, and all of the county board rules of order still apply. We will also accept public comment by emailing: masselmeier@co.kendall.il.us. Members of the public may contact Kendall County PBZ Department prior to the meeting for assistance making public comment at 630-553-4139; email correspondence is preferred.

Microsoft Teams Meeting

[Click here to join the meeting](#)

Or call in (audio only)

+1 309-248-0701 United States, Rock Island (Toll)

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Kendall County Zoning Board of Appeals Information:

<https://www.co.kendall.il.us/transparency/agendas-packets-and-meetings-schedules/planning-building-and-zoning/zba-zoning-board-of-appeals>

For information about how to join a Microsoft Teams meeting, please see the following link.

<https://support.office.com/en-us/article/join-a-meeting-in-teams-1613bb53-f3fa-431e-85a9-d6a91e3468c9>

MINUTES – UNOFFICIAL UNTIL APPROVED
KENDALL COUNTY
ZONING BOARD OF APPEALS MEETING
110 WEST MADISON STREET (109 WEST RIDGE STREET), EAST WING CONFERENCE ROOM
YORKVILLE, IL 60560
NOVEMBER 2, 2020 – 7:00 p.m.

CALL TO ORDER

Chairman Randy Mohr called the Zoning Board of Appeals meeting to order at 7:01 p.m.

ROLL CALL:

Members Present: Scott Cherry, Cliff Fox, Randy Mohr, Dick Thompson, and Dick Whitfield

Members Absent: Karen Clementi and Tom LeCuyer

Staff Present: Matthew Asselmeier, AICP, CFM, Senior Planner

Others Present: Paul Martin

MINUTES:

Member Whitfield made a motion, seconded by Member Cherry, to approve the minutes of the September 28, 2020 hearing/meeting. With a voice vote of five (5) ayes, the motion carried.

Chairman Mohr swore in Paul Martin for both Petitions.

PETITIONS

The Zoning Board of Appeals started their review of Petition 20-24 at 7:01 p.m.

Petition 20-24 – Grainco FS, Inc.

Request: Amendment to the Future Land Use Map in the Kendall County Land Resource Management Plan Changing the Classification of the Subject Property from Agricultural to Mixed Use Business

PIN: 09-36-400-002

Location: 17854 N. Wabena Avenue, Minooka, Seward Township

Purpose: Petitioner Wants to Rezone Property to M-1 Limited Manufacturing District

Mr. Asselmeier summarized the request.

Grainco FS, Inc. would like an amendment to the Future Land Use Map contained in the Land Resource Management Plan for approximately three point two more or less (3.2 +/-) acres located at 17854 N. Wabena Avenue. If approved, the Petitioner would like to rezone the property to allow the operation of a company that performs construction and maintenance work for gas utilities. This use is not allowed on property zoned A-1 Agricultural. This use and the previous uses at the property (i.e. fertilizer plant) are either permitted or special uses on M-1 Limited Manufacturing zoned property.

The application materials and aerial were provided.

The property is approximately three (3) acres in size.

The existing land use is classified as Commercial. The future land use is classified as Agricultural.

Wabena Avenue is a Township maintained local road. There are no trails planned in the area.

There are no floodplains or wetlands on the property.

The adjacent land uses are railroad/public utility and agricultural. The adjacent zoning districts are A-1 in the County and M-1 in the Village of Minooka. The Land Resource Management Plan calls for the area to be Mixed Use Business in the County and Light Industrial in the Village of Minooka. Zoning districts within a half mile in the County include A-1 and B-3 and M-1 and R-2 inside the Village of Minooka.

Pictures of the property were provided.

The existing special use permit was granted in 1966 for the mixing, blending, and manufacturing of fertilizers. A copy of the special use permit was provided. This special use permit is the second oldest active special use permit in unincorporated Kendall County.

Petition information was sent to Seward Township on September 23, 2020. To date, no response has been received.

Petition information was sent to the Village of Minooka on September 23, 2020. To date, no response has been received.

Petition information was sent to the Minooka Fire Protection on September 23, 2020. To date, no response has been received.

ZPAC reviewed this proposal at their meeting on October 6, 2020. Mr. Klaas asked why the property was not proposed for annexation into Minooka. Mr. Asselmeier responded that the Village of Minooka had not provided any comments on the proposal and the proposed change in the Future Land Use Map and map amendment would make the property compliant with County zoning. Mr. Klaas noted that jurisdiction of N. Wabena Avenue changes frequently in that area. Ms. Belville noted that the septic system would need to be evaluated if the uses change. Ms. Olson noted the limitations on development at the site caused by the soils. Mr. Asselmeier asked about the location of utilities from the Village of Minooka. The attorney for the Petitioner responded that Minooka had not offered to extend municipal services to the property. ZPAC recommended approval of the request by a vote of seven (7) in favor and zero (0) in opposition. Three (3) members were absent. The minutes of this meeting were provided.

The Kendall County Regional Planning Commission held a public hearing on this proposal on October 28, 2020. Discussion occurred regarding the differences between this Petition and the requests related to 3485 Route 126. Several Commissioners expressed their dismay that the Petitioner allowed the company to start operations at the property before securing necessary zoning approvals. Several Commissioners also noted that the proposed use would fit the surrounding neighborhood. Other than the Petitioner, nobody else from the public attended the hearing. The Kendall County Regional Planning Commission recommended approval of the request by a vote of five (5) in favor and zero (0) in opposition. Four (4) Commissioners were absent. The minutes of this hearing were provided.

The Village of Minooka's Future Land Use Map calls for this property to be Light Industrial.

The subject property has been used as a fertilizer plant since at least 1966. The proposed use and previous uses at the property since 1966 would be allowed by either permitted or special use on M-1 zoned property.

The Future Land Use Maps of both Kendall County and the Village of Minooka call for industrial related uses in the vicinity of the subject property.

A railroad is also located adjacent to the subject property.

Upon initial analysis, Staff has no objections to the proposed amendment.

Paul Martin, Attorney for the Petitioner, described the property and previous uses at the property. He explained that the requests are to bring the property into compliance with the Village of Minooka's plans and the County's zoning requirements. He explained the work that Pipe Strong, LLC does at the property.

Chairman Mohr asked if the site would be used for storage and parking. Mr. Martin responded, yes. The property has a fence along the Wabena Avenue side of the property.

Chairman Mohr asked if the Village of Minooka has provided comments. Mr. Asselmeier stated, to his knowledge, the Village of Minooka does not have any municipal utilities near the property. If the Petitioner or a successive property wanted municipal utilities, they could negotiate with the Village of Minooka as part of an annexation agreement. Mr. Asselmeier responded, to date, Minooka has not submitted comments. Mr. Martin concurred with Mr. Asselmeier. Mr. Asselmeier noted that Minooka and Seward Township have the right to object to the map amendment portion of the request within thirty (30) days of the zoning hearing.

Member Whitfield made a motion, seconded by Member Cherry, to recommend approval of the requested amendment to the Future Land Use Map in the Kendall County Land Resource Management Plan.

The votes were as follows:

Ayes (5): Cherry, Fox, Mohr, Thompson, and Whitfield
Nays (0): None
Absent (2): Clementi and LeCuyer

The motion passed.

This proposal will go to the Kendall County Planning, Building and Zoning Committee on November 9, 2020.

The Zoning Board of Appeals completed their review of Petition 20-24 at 7:12 p.m.

The Zoning Board of Appeals started their review of Petition 20-25 at 7:12 p.m.

Petition 20-25 – Grainco FS, Inc.

Request: Map Amendment Rezoning the Subject Property from A-1 with a Special Use Permit to M-1 Limited Manufacturing
PIN: 09-36-400-002
Location: 17854 N. Wabena Avenue, Minooka, Seward Township
Purpose: Petitioner Wants to Lease the Property to a Company that Performs Construction and Maintenance Work for Gas Utilities.

Mr. Asselmeier summarized the request.

Grainco FS, Inc. leased the subject property to Pipe Strong, LLC, a company that performs construction and maintenance for gas utilities. This use is not a permitted or special use on A-1 zoned property, but is a permitted use on M-1 Limited Manufacturing zoned property. The main previous use at the property, a fertilizer plant, is a special use on M-1 Limited Manufacturing zoned property. Accordingly, the Petitioner would like to rezone the property to the M-1 Limited Manufacturing District.

The Petitioner is also pursuing an amendment to the Future Land Use Map reclassifying the subject property as Mixed Use Business.

The application materials and aerial of the property are provided.

The property is approximately three (3) acres in size.

The existing land use is classified as Commercial. The future land use is classified as Agricultural.

Wabena Avenue is a Township maintained local road. There are no trails planned in the area.

There are no floodplains or wetlands on the property.

The adjacent land uses are railroad/public utility and agricultural. The adjacent zoning districts are A-1 in the County and M-1 in the Village of Minooka. The Land Resource Management Plan calls for the area to be Mixed Use Business in the County and Light Industrial in the Village of Minooka. Zoning districts within a half mile in the County include A-1 and B-3 and M-1 and R-2 inside the Village of Minooka.

Pictures of the property were provided.

The existing special use permit was granted in 1966 for the mixing, blending, and manufacturing of fertilizers. A copy of the special use permit was provided. This special use permit is the second oldest active special use permit in unincorporated Kendall County.

EcoCAT Report submitted and consultation was terminated.

The application for NRI was submitted on September 17, 2020. The LESA Score was 178 indicating a low level of protection. The NRI Report was provided.

Petition information was sent to Seward Township on September 23, 2020. To date, no response has been received.

Petition information was sent to the Village of Minooka on September 23, 2020. To date, no response has been received.

Petition information was sent to the Minooka Fire Protection on September 23, 2020. To date, no response has been received.

ZPAC reviewed this proposal at their meeting on October 6, 2020. Mr. Klaas asked why the property was not proposed for annexation into Minooka. Mr. Asselmeier responded that the Village of Minooka had not provided any comments on the proposal and the proposed change in the Future Land Use Map and map amendment would make the property compliant with County zoning. Mr. Klaas noted that jurisdiction of N. Wabena Avenue changes frequently in that area. Ms. Belville noted that the septic system would need to be evaluated if the uses change. Ms. Olson noted the limitations on development at the site caused by the soils. Mr. Asselmeier asked about the location of utilities from the Village of Minooka. The attorney for the Petitioner responded that Minooka had not offered to extend municipal services to the property. ZPAC recommended approval of the request by a vote of seven (7) in favor and zero (0) in opposition. Three (3) members were absent. The minutes of this meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on October 28, 2020. Discussion occurred regarding the differences between this Petition and the requests related to 3485 Route 126. Several Commissioners expressed their dismay that the Petitioner allowed the company to start operations at the property before securing necessary zoning approvals. Several Commissioners also noted that the proposed use would fit the surrounding neighborhood. Other than the Petitioner, nobody else from the public was in attendance. The Kendall County Regional Planning Commission recommended approval of the request by a vote of five (5) in favor and zero (0) in opposition. Four (4) Commissioners were absent. The minutes of this meeting were provided.

Per State law, map amendments cannot be conditioned. However, Section 13:10 of the Kendall County Zoning Ordinance requires that manufacturing site plans be approved by the Kendall County ZPAC.

The Petitioner desires the map amendment in order to lease the property to a construction and maintenance company for gas utilities.

According to the application materials, Pipe Strong, LLC uses the subject property as a show-up yard for pre-job safety checks and re-tooling of supplies. The site is also used to store pipe fittings and safety supplies.

The Petitioner also indicated that a long-term use of the property has not been identified.

Any new structures would require applicable building permits. No new structures are planned at this time.

The property accesses North Wabena Avenue. North Wabena Avenue has an eight (8) ton weight restriction.

No new odors are foreseen, but the site plan for future commercial/industrial activities on the site should be examined to address odors.

Security lights are located on several of the structures. The site plan for future commercial/industrial establishments should be evaluated to address lighting.

Any fencing or buffering should be evaluated as part of the site plan review process.

Future development on the site could require stormwater management permits, depending on the nature of development.

Electricity is onsite. New well and septic information would have to be evaluated as part of a building permit process, if new construction is planned.

The proposed Findings of Fact are as follows:

Existing uses of property within the general area of the property in question. The surrounding properties are used agricultural for agricultural purposes. Some of the adjacent properties already possess manufacturing zoning and almost all of the adjoining properties are planned to have manufacturing uses in applicable Future Land Use Maps.

The Zoning classification of property within the general area of the property in question. The surrounding properties in the unincorporated area are zoned A-1. The surrounding properties inside the Village of Minooka are M-1.

The suitability of the property in question for the uses permitted under the existing zoning classification. The property is presently zoned A-1 with a special use permit for fertilizer related operations. Fertilizer related operations are special uses in the M-1 Limited Manufacturing District. The existing use as a company performing construction and maintenance for gas utilities is a permitted use in the M-1 Limited Manufacturing District.

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. Per the existing Future Land Use Maps of Kendall County and the Village of Minooka, the trend of development in the area is manufacturing and light industrial uses.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. If the Petitioner's request for a reclassification of their property from Agricultural to Mixed Use Business is approved, the requested map amendment would be consistent with the purposes and objectives of the Land Resource Management Plan.

If the proposed change to the Future Land Use Map in the Land Resource Management Plan is approved, Staff recommends approval of the requested map amendment.

Chairman Mohr opened the public hearing at 7:14 p.m.

Paul Martin, Attorney for the Petitioner, did not have any additional comments.

Chairman Mohr closed the public hearing at 7:14 p.m.

Member Whitfield made a motion, seconded by Member Cherry, to approve the Findings of Fact as presented.

The votes were as follows:

Ayes (5): Cherry, Fox, Mohr, Thompson, and Whitfield
Nays (0): None
Absent (2): Clementi and LeCuyer

The motion passed.

Member Cherry made a motion, seconded by Member Thompson, to recommend approval of the requested map amendment.

The votes were as follows:

Ayes (5): Cherry, Fox, Mohr, Thompson, and Whitfield
Nays (0): None
Absent (2): Clementi and LeCuyer

The motion passed.

This proposal will go to the Kendall County Planning, Building and Zoning Committee on November 9, 2020.

The Zoning Board of Appeals completed their review of Amended Petition 20-25 at 7:16 p.m.

NEW BUSINESS/OLD BUSINESS

Chairman Mohr asked about the Cox Landscaping Petition. Mr. Asselmeier reported that the Petitioner is working on their stormwater information for the application.

REVIEW OF PETITIONS THAT WENT TO THE COUNTY BOARD

None

PUBLIC COMMENTS

None

ADJOURNMENT OF THE ZONING BOARD OF APPEALS

Member Fox made a motion, seconded by Member Thompson, to adjourn. With a voice vote of five (5) ayes, the motion carried.

The Zoning Board of Appeals meeting adjourned at 7:17 p.m.

The next hearing/meeting will be on December 14, 2020.

Respectfully submitted by,
Matthew H. Asselmeier, AICP, CFM
Senior Planner

Exhibits

1. Memo on Petition 20-24 Dated October 29, 2020
2. Certificate of Publication for Petition 20-24 (Not Included with Report but on file in Planning, Building and Zoning Office).
3. Memo on Petition 20-25 Dated October 29, 2020
4. Certificate of Publication and Mailings for Petition 20-25 (Not Included with Report but on file in Planning, Building and Zoning Office).



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 20-30

**Kris and Hillary Wieschhaus
Driveway Setback Variance**

INTRODUCTION

Kris and Hillary Wieschhaus installed a driveway without a permit at 9261 Kennedy Road in Bristol Township.

A large portion of the property is within the one hundred (100) year floodplain (Zone AE).

The driveway was constructed within the required setback to avoid the floodplain.

The application materials are included as Attachment 1. The plat of survey is included as Attachment 2. The aerial of the property with showing the driveway floodplain is included as Attachment 3.

SITE INFORMATION

PETITIONER Kris and Hillary Wieschhaus

ADDRESSES 9261 Kennedy Road, Yorkville

LOCATION Approximately 0.4 Miles East of Route 47 on the North Side of Kennedy Road

TOWNSHIP Bristol

PARCEL #S 02-21-200-028

LOT SIZE 6.4 +/- Acres

EXITING LAND USE Vacant

ZONING R-1

LRMP	Current Land Use	Vacant
	Future Land Use	Suburban Residential (1.00 DU/Acre Max)
	Roads	Kennedy Road is a Minor Collector Road Maintained by Bristol Township
	Trails	Yorkville has Trail Planned Along Kennedy Road
	Floodplain/ Wetlands	Blackberry Creek is Located North of the Property and a Large Portion of the Property is in the 100 Year Flood Plain (Zone AE); Base Flood Elevation is 625.7

REQUESTED ACTION Variance to allow installation of a driveway at zero feet (0') from the eastern property line instead of the required five feet (5') setback.

APPLICABLE REGULATIONS §11:02.F.7.b – Side Yard Setback for Driveways

§13:04 – Variation Procedures and Requirements

SURROUNDING LAND USE				
Location	Adjacent Land Use	Adjacent Zoning	LRMP	Zoning within ½ Mile
North	Single Family Residential	R-2 (Yorkville)	Suburban Neighborhoods (Yorkville)	R-2 and M-2 (Yorkville)
South	Single Family Residential	R-3 (County)	Suburban Residential (1.00 DU/Acre Max)	R-3 (County) R-2 (South)
East	Single Family Residential and Vacant	R-1 (County)	Suburban Residential	A-1 and R-3 (County)
West	Farmstead	R-1 (Yorkville)	Estate Residential (Yorkville)	A-1 and R-3 (County) R-1 and B-3 (Yorkville)

GENERAL INFORMATION

The Petitioners wish to construct a house on the property in the future.

As noted on the plat of survey (Attachment 2), the base flood elevation is 625.7. The driveway elevations are above the base flood elevation.

As noted on the aerial (Attachment 3), the driveway is not located in the one hundred (100) year floodplain, but is located in the five hundred (500) year flood plain.

The proposed driveway will be approximately eighteen feet (18') in width.

The property has been zoned R-1 since 1988.

BRISTOL TOWNSHIP

Bristol Township was emailed this proposal on November 19, 2020.

UNITED CITY OF YORKVILLE

The United City of Yorkville was emailed this proposal on November 19, 2020.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

The Bristol-Kendall Fire Protection District was emailed this proposal on November 19, 2020.

FINDINGS OF FACT

§ 13:04.A.3 of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to grant variations. They are listed below in *italics*. Staff has provided findings in **bold** below based on the recommendation:

*That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. **Because of the large amount of one-hundred-year floodplain on the property, the***

Petitioners are limited to where a driveway can be installed. The proposed location allows the Petitioners to install the driveway without impacting the floodplain.

That the conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. This is true. The Petitioners wish to obtain the variance because of the location of the floodplain on the property and no other condition.

That the alleged difficulty or hardship has not been created by any person presently having an interest in the property. The owners did not create the floodplain on the property and have limited options for constructing a driveway at other locations on the property without impacting the floodplain.

That the granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. The requested variance should not negatively impact any of the neighbors and will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. Adding the proposed driveway will not impair any of the above items.

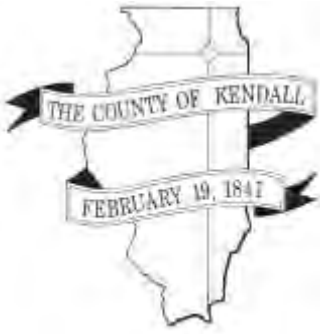
RECOMMENDATION

Staff recommends approval of the requested variance subject to the following conditions:

1. The setback on the east side of the subject property may be reduced to zero feet (0') for the installation of the driveway only. This variation shall not apply to any of the other required setbacks contained in the Kendall County Zoning Ordinance.
2. The driveway shall be installed at substantially the location shown on the plat of survey shown on Attachment 2.
3. Installation of the driveway shall follow all applicable Federal, State, and Local laws.
4. This variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns.

ATTACHMENTS

1. Application (Including Petitioner's Findings of Fact)
2. Plat of Survey
3. Aerial



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Yorkville, IL • 60560
 (630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME _____ **FILE #:** _____

NAME OF APPLICANT Kris & Hillary Wieschhaus		
CURRENT LANDOWNER/NAME(S) Kris & Hillary Wieschhaus		
SITE INFORMATION ACRES 6	SITE ADDRESS OR LOCATION 9261 Kennedy Rd	ASSESSOR'S ID NUMBER (PIN) 02-21-200-028
EXISTING LAND USE Vacant (future home site)	CURRENT ZONING Residential	LAND CLASSIFICATION ON LRMP Suburban Residential
REQUESTED ACTION (Check All That Apply):		
<input type="checkbox"/> SPECIAL USE	<input type="checkbox"/> MAP AMENDMENT (Rezone to _____)	<input type="checkbox"/> VARIANCE
<input type="checkbox"/> ADMINISTRATIVE VARIANCE	<input type="checkbox"/> A-1 CONDITIONAL USE for: _____	<input type="checkbox"/> SITE PLAN REVIEW
<input type="checkbox"/> TEXT AMENDMENT	<input type="checkbox"/> RPD (<input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final)	<input type="checkbox"/> ADMINISTRATIVE APPEAL
<input type="checkbox"/> PRELIMINARY PLAT etc.)	<input type="checkbox"/> FINAL PLAT	<input type="checkbox"/> OTHER PLAT (Vacation, Dedication, AMENDMENT TO A SPECIAL USE (<input type="checkbox"/> Major; <input type="checkbox"/> Minor)
¹PRIMARY CONTACT Kris Wieschhaus	PRIMARY CONTACT MAILING ADDRESS	PRIMARY CONTACT EMAIL
PRIMARY CONTACT PHONE #	PRIMARY CONTACT FAX #	PRIMARY CONTACT OTHER #(Cell, etc.)
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.		
SIGNATURE OF APPLICANT		DATE

FEE PAID:\$ _____
 CHECK #: _____

¹Primary Contact will receive all correspondence from County

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

Please fill out the following findings of fact to the best of your capabilities. § 13.04 of the Zoning Ordinance outlines findings that the Zoning Board of Appeals shall take into consideration the extent to which the following conditions have been established by the evidence:

Overview:

This variance is to allow the placement of a driveway directly along the east side of 9261 Kennedy Road (02-21-200-028). The driveway to the property was placed on the property line and lacks the 5 foot setback required by code.

The adjoining neighbor has agreed that the placement of the driveway is fine and has no issues with the current configuration.

That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out.

Due to the topographical condition of the property it is impracticable to place the driveway anywhere else to low-lying areas of the property.

That the conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification.

That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

It has not

That the granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located.

It will not.

Note: This property is not part of a neighborhood.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood.

The variation will have no impact on light or supply of air to the adjacent property.

Form No. 1402.06
ALTA Owner's Policy



Policy Page 1
Policy Number: [REDACTED]

OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

[REDACTED]
Dennis J. Gilmore, President

[REDACTED]
Greg L. Smith, Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1650 W. Big Beaver Road, P.O. Box 1289, Troy, MI 48099.

POLICY OF TITLE INSURANCE



**First American Title Insurance Company
ALTA Owner's Policy
Schedule A**

File No. [REDACTED]

Amount of Insurance
[REDACTED]

Date of Policy

June 5, 2020
or the date of recording of the
Vesting Deed, whichever is later

Name of Insured:

Kristopher T Wieschhaus and Hillary M Wieschhaus

1. The estate or interest in the land described herein and which is covered by this policy is:

Fee Simple

2. Title to the estate or interest in the land is vested in:

Kristopher T Wieschhaus and Hillary M Wieschhaus, husband and wife as joint tenants

3. The land referred to in this policy is described as follows:

THAT PART OF THE EAST HALF OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP AND RANGE AFORESAID; THENCE WEST 23.05 CHAINS; THENCE NORTH 35°30' WEST 11.02 CHAINS TO THE CENTER LINE OF THE ORIGINAL BRISTOL AND OSWEGO ROAD; THENCE NORTH 34°59' WEST 2054.6 FEET; THENCE SOUTH 52°08' WEST 825.4 FEET; THENCE NORTH 38°06' WEST 2500.6 FEET TO THE NORTHERLY LINE OF THE KENNEDY FARM; THENCE NORTH 33°44' WEST ALONG SAID NORTHERLY LINE 254.4 FEET; THENCE SOUTH 84°37' WEST ALONG SAID NORTHERLY LINE 513.2 FEET; THENCE NORTH 80°53' WEST ALONG SAID NORTHERLY LINE 286.6 FEET; THENCE NORTH 45°39' WEST ALONG SAID NORTHERLY LINE 45.7 FEET; THENCE SOUTH 5°42' EAST 1401.55 FEET TO THE CENTERLINE OF KENNEDY ROAD; THENCE SOUTH 83°31'24" WEST ALONG SAID CENTERLINE 217.22 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 83°31'24" WEST ALONG SAID CENTERLINE 17.50 FEET THENCE NORTH 05°42'00" WEST 247.0 FEET; THENCE SOUTH 83°31'21" WEST 212.17 FEET TO THE LINE OF A FENCE; THENCE NORTH 05°56'56" WEST ALONG SAID FENCE LINE 1084.31 FEET TO SAID NORTHERLY LINE; THENCE SOUTH 85°45'05" East ALONG SAID NORTHERLY LINE 44.75 FEET; THENCE NORTH 39°21'00" EAST ALONG SAID NORTHERLY LINE 269.09 FEET TO A DRAWN NORTH 05°42'00" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 05°42'00" EAST 1509.73 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING NORTHERLY OF THE CENTERLINE OF BLACKBERRY CREEK IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Issuing Agent:

Herbert & Eckburg, LLC



**First American Title Insurance Company
ALTA Owner's Policy
Schedule B**

File No. [REDACTED]

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

A. STANDARD EXCEPTIONS:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Easements, or claims of easements, not shown by the public records.
- (3) Encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate survey pursuant to the "minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
- (4) Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes, or special assessments, if any, not shown as existing liens by the public records.
- (6) Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

B. SPECIAL EXCEPTIONS:

1. There are various ongoing closures and inaccessibility of certain records in counties and municipalities across the country due to the COVID-19 Emergency. If unable to record documents in the Public Records due to closure or inaccessibility, execution of a Declaration of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency is required by the parties (other than the Lender) to the contemplated transaction.
2. General taxes and assessments for the year 2nd of 2019, 2020 and subsequent years which are not yet due and payable.

Tax identification no.: 02-21-200-028

3. Rights of the Public, the State of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes.
4. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
5. Rights of the interested parties to the free and unobstructed flow of the waters of the stream which may flow on or through the land.
6. Rights of parties in possession in and to the land falling between the fence(s) location(s) and the property line(s) due to the failure of the fence(s) to follow the property line(s) as disclosed by survey presented at the closing.

NOTE: If any document referenced herein contains a covenant, condition or restriction violative of 42 USC 3604(c), such covenant, condition or restriction to the extent of such violation is hereby deleted.

End of Schedule B

Issuing Agent:


Herbert & Eckburg, LLC



ENDORSEMENT

ISSUED BY

First American Title Insurance Company

Attached to Policy No. 

THE STANDARD EXCEPTIONS 1, 4 THROUGH 6 ARE HEREBY DELETED.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

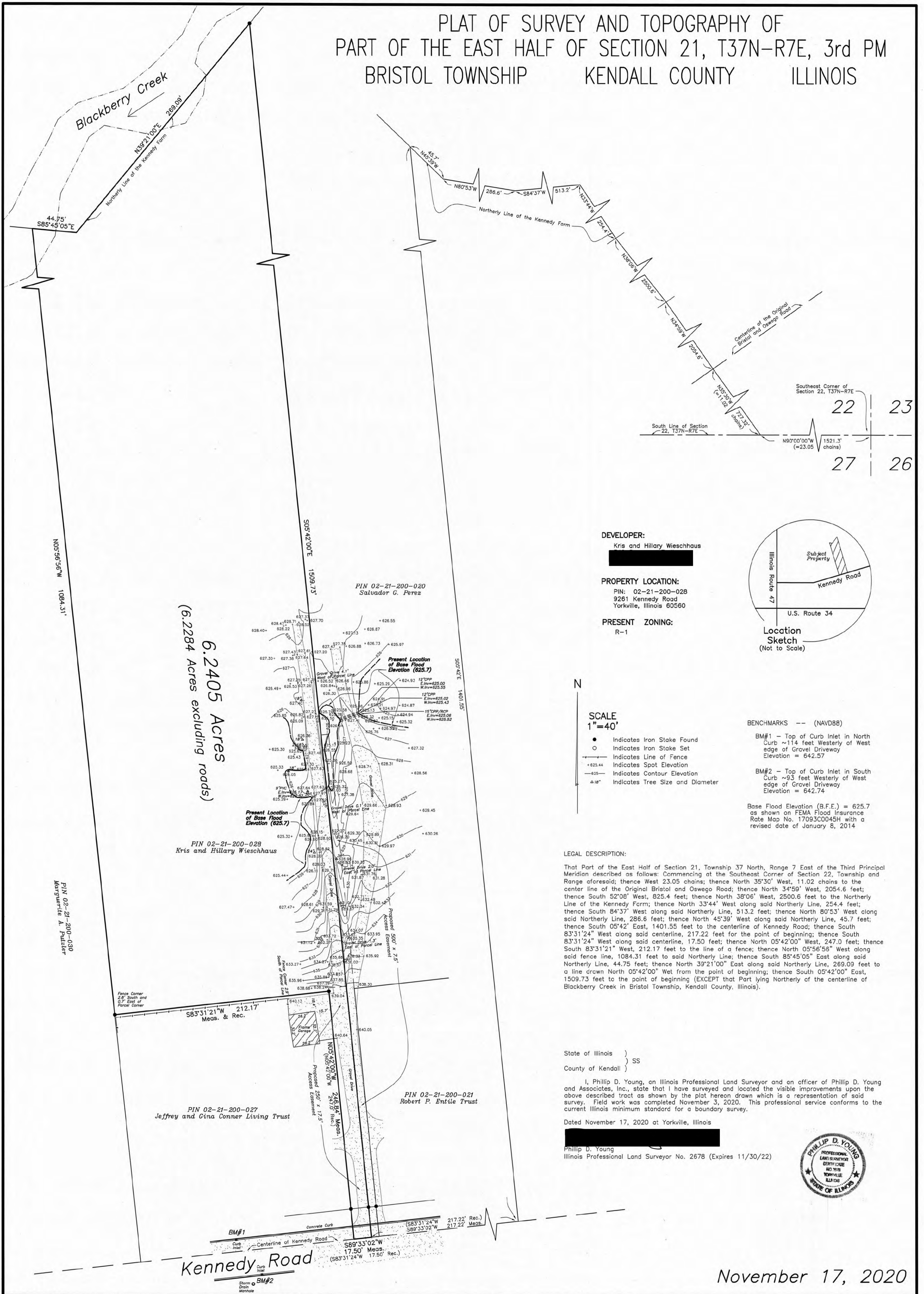
First American Title Insurance Company

Dated:



Christian Poulsen

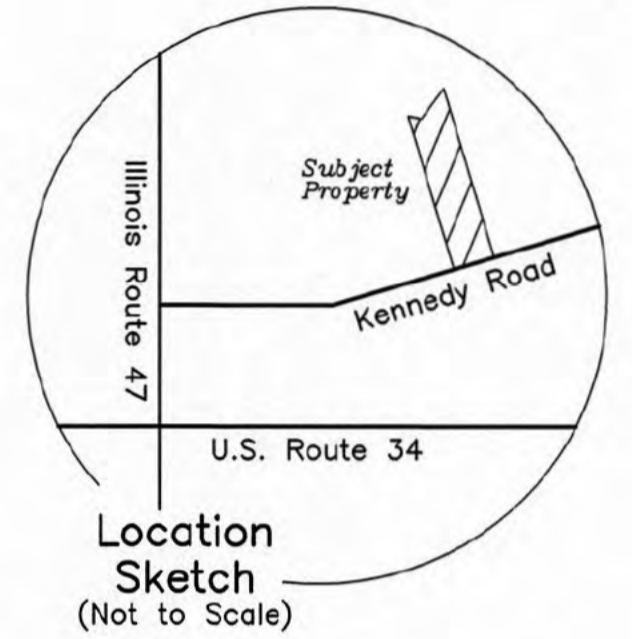
PLAT OF SURVEY AND TOPOGRAPHY OF PART OF THE EAST HALF OF SECTION 21, T37N-R7E, 3rd PM BRISTOL TOWNSHIP KENDALL COUNTY ILLINOIS



DEVELOPER:
Kris and Hillary Wieschhaus

PROPERTY LOCATION:
PIN: 02-21-200-028
9261 Kennedy Road
Yorkville, Illinois 60560

PRESENT ZONING:
R-1



- SCALE**
1" = 40'
- Indicates Iron Stake Found
 - Indicates Iron Stake Set
 - Indicates Line of Fence
 - Indicates Spot Elevation
 - Indicates Contour Elevation
 - ▲ Indicates Tree Size and Diameter

- BENCHMARKS** -- (NAVD88)
- BM#1 - Top of Curb Inlet in North Curb ~114 feet Westerly of West edge of Gravel Driveway Elevation = 642.57
 - BM#2 - Top of Curb Inlet in South Curb ~93 feet Westerly of West edge of Gravel Driveway Elevation = 642.74
- Base Flood Elevation (B.F.E.) = 625.7 as shown on FEMA Flood Insurance Rate Map No. 17093C0045H with a revised date of January 8, 2014

LEGAL DESCRIPTION:

That Part of the East Half of Section 21, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southeast Corner of Section 22, Township and Range aforesaid; thence West 23.05 chains; thence North 35°30' West, 11.02 chains to the center line of the Original Bristol and Oswego Road; thence North 34°59' West, 2054.6 feet; thence South 52°08' West, 825.4 feet; thence North 38°06' West, 2500.6 feet to the Northerly Line of the Kennedy Farm; thence North 33°44' West along said Northerly Line, 254.4 feet; thence South 84°37' West along said Northerly Line, 513.2 feet; thence North 80°53' West along said Northerly Line, 286.6 feet; thence North 45°39' West along said Northerly Line, 45.7 feet; thence South 05°42' East, 1401.55 feet to the centerline of Kennedy Road; thence South 83°31'24" West along said centerline, 217.22 feet for the point of beginning; thence South 83°31'24" West along said centerline, 17.50 feet; thence North 05°42'00" West, 247.0 feet; thence South 83°31'21" West, 212.17 feet to the line of a fence; thence North 05°56'56" West along said fence line, 1084.31 feet to said Northerly Line; thence South 39°21'00" East along said Northerly Line, 269.09 feet to a line drawn North 05°42'00" West from the point of beginning; thence South 05°42'00" East, 1509.73 feet to the point of beginning (EXCEPT that Part lying Northerly of the centerline of Blackberry Creek in Bristol Township, Kendall County, Illinois).

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 upon the above described tract as shown by the plat hereon drawn which is a representation of said survey. Field work was completed November 3, 2020. This professional service conforms to the current Illinois minimum standard for a boundary survey.

Dated November 17, 2020 at Yorkville, Illinois

Phillip D. Young
Illinois Professional Land Surveyor No. 2678 (Expires 11/30/22)



November 17, 2020

JOB NO.	20287
JOB NAME	WIESCHHAUS
DWG FILE	20287
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



November 18, 2020


 Kendall County Address Points

Parcels


 parcel

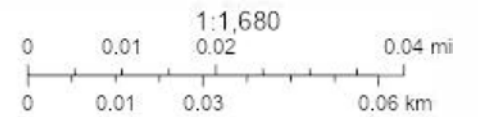
USA Flood Hazard Areas

 1% Annual Chance Flood Hazard

 0.2% Annual Chance Flood Hazard

Incorporated Areas

 Yorkville



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