



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

**Petition 21-42
Jorge Salgado
Site Plan Approval**

BACKGROUND AND INTRODUCTION

Jorge Salgado owns the property at 975 Route 31 in Oswego Township. The property consists of one (1) approximately two (2) acre piece zoned R-1 One Family Residential District (east piece) and one (1) approximately three point nine (3.9) acre parcel zoned M-1 Limited Manufacturing District (west piece) with a Comed right-of-way separating the two (2) pieces. The Petitioner would like to install an approximately twenty-seven thousand (27,000) square foot parking lot on the M-1 zoned piece to park his commercial vehicles.

Section 13:10 of the Zoning Ordinance requires site plan review for this type of improvement on M-1 zoned property.

The application materials are included as Attachment 1. The plat of survey is included Attachment 2. The site plan is included as Attachment 3. The aerial of the property is included as Attachment 4. The aerial of the property showing zoning districts is included as Attachment 5.

The Petitioner has an access easement with Comed shown on the various documents and the terms of the access easement are included in Attachment 1.

The plans also show a future building, but the Petitioner is not pursuing construction of the building at this time.

SITE INFORMATION

PETITIONER: Jorge Salgado

ADDRESS: 975 Route 31

LOCATION: Approximately 0.25 Miles North of Anchor Drive on the West Side of Route 31

TOWNSHIP: Oswego

PARCEL #S: 03-06-476-002 (M-1 Zoned Portion Only)

LOT SIZE: 3.9 +/- Acres

EXISTING LAND USE: Agricultural

ZONING: M-1

LRMP:	Future Land Use	Mixed Use Business
	Roads	Route 31 is a State maintained arterial.
	Trails	No trails are planned in this area.

Floodplain/ Wetlands	None
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REQUESTED ACTION: Site Plan Approval

APPLICABLE REGULATIONS: Section 13:10 – Site Plan Approval

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Agricultural	M-1	Comed	N/A
South	Agricultural	M-1	Mixed Use Business	N/A
East	Comed Right-of-Way	M-1	Comed	N/A
West	Railroad	A-1 and M-2	Mixed Use Business	N/A

ACTION SUMMARY

OSWEGO TOWNSHIP

Petition information was sent to Oswego Township on September 24, 2021.

VILLAGE OF MONTGOMERY

Petition information was sent to the Village of Montgomery on September 24, 2021.

OSWEGO FIRE PROTECTION DISTRICT

Petition information was sent to the Oswego Fire Protection District on September 24, 2021.

GENERAL INFORMATION

The Petitioner wishes to construct the parking area and building for his trucks.

The subject property has been zoned M-1 since 1969. The property is grandfathered to have a maximum of five (5) horses.

The residential property to the east has been zoned R-1 since 1974.

DESIGN STANDARDS

Pursuant to Section 13:10.D of the Kendall County Zoning Ordinance, the following shall be taken into account when reviewing Site Plans (Staff comments in bold):

*Responsive to Site Conditions-Site plans should be based on an analysis of the site. Such site analysis shall examine characteristics such as site context; geology and soils; topography; climate and ecology; existing vegetation, structures and road network; visual features; and current use of the site. In addition to the standards listed below, petitioners must also follow the regulations outlined in this Zoning Ordinance. To the fullest extent possible, improvements shall be located to preserve the natural features of the site, to avoid areas of environmental sensitivity, and to minimize negative effects and alteration of natural features. Fragile areas such as wetlands and flood plains should be preserved as open space. Slopes in excess of 20 percent as measured over a 10-foot interval also should remain as open space, unless appropriate engineering measures concerning slope stability, erosion and safety are taken. **The subject property has previously been used for agricultural purposes. The elevations range from 653 to 647 and the property drains to the east. The proposed improvements should preserve a majority of the natural features of the site. There are no floodplains***

or wetlands on the property. The Petitioners are not disturbing enough of the property to trigger the requirement for a stormwater management permit.

*Traffic and Parking Layout-Site plans should minimize dangerous traffic movements and congestion, while achieving efficient traffic flow. An appropriate number of parking spaces shall be provided while maintaining County design standards. The number of curb cuts should be minimized and normally be located as far as possible from intersections. Connections shall be provided between parking areas to allow vehicles to travel among adjacent commercial or office uses. Cross-access easements or other recordable mechanisms must be employed. **The property accesses Route 31 by using the residential driveway for the house addressed at 975 Route 31. Staff recommends a condition stating that the parking lot and building will be used only by the owner of the property at 975 Route 31 and that no other parties (i.e. employees or customers of a business) be invited onto the property in order to reduce traffic onto the site.***

*Conflicts between pedestrians and vehicular movements should be minimized. When truck traffic will be present upon the site, the road size and configuration shall be adequate to provide for off-street parking and loading facilities for large vehicles. Barrier curb should be employed for all perimeters of and islands in paved parking lots, as well as for all service drives, loading dock areas, and the equivalent. Parking lots in industrial or commercial areas shall be paved with hot-mix asphalt or concrete surfacing. **Staff has no concerns regarding conflicts with the proposed parking area and building with pedestrians or vehicular movements. However, the access on Route 31 is through a residential driveway and restrictions should be in place to prevent large numbers of commercial vehicles from using the driveway for commercial purposes.***

*Site Layout-Improvements shall be laid out to avoid adversely affecting ground water and aquifer recharge; minimize cut and fill; avoid unnecessary impervious cover; prevent flooding and pollution; provide adequate access to lots and sites; and mitigate adverse effects of shadow, noise, odor, traffic, drainage and utilities on neighboring properties. **Other than the concerns previously expressed, Staff has no concerns regarding the proposed use negatively impacting shadow, noise, odor, traffic, drainage, or utilities in the area.***

*Consistent with the Land Resource Management Plan-The proposed use and the design of the site should be consistent with the Land Resource Management Plan. **This is true because the use is existing.***

*Building Materials-The proposed site plan design shall provide a desirable environment for its occupants and visitors as well as its neighbors through aesthetic use of materials, textures and colors that will remain appealing and will retain a reasonably adequate level of maintenance. Buildings shall be in scale with the ultimate development planned for the area. Monotony of design shall be avoided. Variations in detail, form, and setting shall be used to provide visual interest. Variation shall be balanced by coherence of design elements. **No information regarding the building material for the proposed building was provided. The parking area will confirm to the requirements of the Zoning Ordinance.***

*Relationship to Surrounding Development-A site shall be developed in harmony with neighboring street pattern, setbacks and other design elements. **The proposed use is in the rear (west) of a residential area along a railroad track. The proposed use does not involve street patterns.***

*Open Space and Pedestrian Circulation-Improvements shall be designed to facilitate convenient and safe pedestrian and bicycle movement within and to the property. **This is not an issue.***

*Buffering-Measures shall be taken to protect adjacent properties from any undue disturbance caused by excessive noise, smoke, vapors, fumes, dusts, odors, glare or stormwater runoff. Incompatible, unsightly activities are to be screened and buffered from public view. **The proposed use is in the rear (west) of a residential area along a railroad track. No issues regarding noise, smoke, vapors, fumes, dust, odors, glare, or stormwater runoff are foreseen, if the number of trucks is kept small.***

*Emergency Vehicle Access-Every structure shall have sufficient access for emergency vehicles. **Emergency vehicles may use the gravel driveway to access the property.***

*Mechanical Equipment Screening-All heating, ventilation and air conditioning equipment shall be screened on sides where they abut residential districts. **No information was provided regarding mechanical equipment as it relates to the new building.***

*Lighting-The height and shielding of lighting fixtures shall provide proper lighting without hazard to motorists on adjacent roadways or nuisance to adjacent residents by extending onto adjacent property. Cut-off lighting should be used in most locations, with fixtures designed so that the bulb/light source is not visible from general side view. **No lights are planned for the site.***

*Refuse Disposal and Recycling Storage Areas-All refuse disposal and recycling storage areas should be located in areas designed to provide adequate accessibility for service vehicles. Locations should be in areas where minimal exposure to public streets or residential districts will exist. Screening shall be required in areas which are adjacent to residential districts or are within public view. Such enclosures should not be located in landscape buffers. Refuse containers and compactor systems shall be placed on smooth surfaces of non-absorbent material such as concrete or machine-laid asphalt. A concrete pad shall be used for storing grease containers. Refuse disposal and recycling storage areas serving food establishments shall be located as far as possible from the building's doors and windows. The use of chain link fences with slats is prohibited. **No information was provided regarding refuse.***

RECOMMENDATION

Pending comments from ZPAC members, Staff recommends approval of the proposed site plan as proposed with the following conditions:

1. The site shall be developed substantial in conformance with the submitted site plan.
2. The site shall be developed in accordance with all applicable federal, state, and local laws related to site development and the type of use proposed for the site, including, but, not limited to, securing the applicable building permits.
3. The vehicles parked on the property shall be limited only to those vehicles owned by the property owner of 975 Route 31. To that end, the property owner of 975 Route 31 shall not invite or allow other people or businesses to park vehicles on the subject property.
4. This site plan approval does not restrict the owner of the subject property from keeping a maximum of five (5) horses on the subject property.

ATTACHMENTS

1. Application Materials
2. Plat of Survey
3. Site Plan
4. Aerial
5. Zoning Aerial



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

APPLICATION

PROJECT NAME Salgado Parking lot **FILE #** 21-42

NAME OF APPLICANT		
Jorge Salgado		
CURRENT LANDOWNER/NAME(s)		
Jorge Salgado		
SITE INFORMATION	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
ACRES 3.91	975 Route 31, Oswego, IL	03-06-476-002
EXISTING LAND USE	CURRENT ZONING	LAND CLASSIFICATION ON LRMP
Vacant	M-1	
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 checked="" 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)
<input type="checkbox"/> AMENDMENT TO A SPECIAL USE (<input type="checkbox"/> Major; <input type="checkbox"/> Minor)		
¹PRIMARY CONTACT	PRIMARY CONTACT MAILING ADDRESS	PRIMARY CONTACT EMAIL
Jorge Salgado	[REDACTED]	[REDACTED]
PRIMARY CONTACT PHONE #	PRIMARY CONTACT FAX #	PRIMARY CONTACT OTHER #(Cell, etc.)
[REDACTED]	[REDACTED]	[REDACTED]
²ENGINEER CONTACT	ENGINEER MAILING ADDRESS	ENGINEER EMAIL
John Tebrugge	[REDACTED]	[REDACTED]
ENGINEER PHONE #	ENGINEER FAX #	ENGINEER OTHER # (Cell, etc.)
[REDACTED]	[REDACTED]	[REDACTED]
I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.		
I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES.		
SIGNATURE OF APPLICANT	[REDACTED]	DATE <u>9-21-21</u>

FEE PAID: \$375
 CHECK #: 7360

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



Chicago Title Insurance Company
QUIT CLAIM DEED
ILLINOIS STATUTORY



202100000827
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL

RECORDED: 1/11/2021 12:53 PM
QCD: 57.00 RHPFS FEE: 10.00
STATE TAX: 100.00
COUNTY TAX: 50.00
PAGES: 6

Chicago Title

20CSASQ2544 Acc 181

THE GRANTOR(S), Lorenzo Vazquez Mercado, non-homestead, of the [REDACTED]
[REDACTED] for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid,
CONVEY(S) and QUIT CLAIM to Jorge Eric Salgado, a single man, and Gerardo Salgado, a single man, not as tenants
in common, or tenants by the entirety, but as joint tenants
(GRANTEE'S ADDRESS) [REDACTED]
of the County of Kendall, all interest in the following described Real Estate situated in the County of Kendall in the
State of Illinois, to wit:

See attached Exhibit 'A'

SUBJECT TO: covenants, conditions and restrictions of record, general taxes for the year 2019 and subsequent years
including taxes which may accrue by reason of new or additional improvements during the year(s) 2020

Permanent Real Estate Index Number(s): 03-06-476-002-0000
Address(es) of Real Estate: Vacant Land, Oswego, Illinois 60543

Prepared By: The Gil Law Group/cynthia escareno
605 N. Broadway Ave.
Aurora, Illinois 60505

Mail To:
Jorge Eric Salgado and Gerardo Salgado
[REDACTED]

Name & Address of Taxpayer:
Jorge Eric Salgado and Gerardo Salgado
[REDACTED]

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Dated this 30th day of July, 2020


Lorenzo Vazquez Mercado

STATE OF ILLINOIS, COUNTY OF Kane ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Lorenzo Vazquez Mercado, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 30th day of July, 2020



(Notary Public)



**EXHIBIT A
LEGAL DESCRIPTION**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5 AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE FRACTIONAL SOUTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 1363.34 FEET TO AN OLD CLAIM LINE; THENCE SOUTH 83 DEGREES, 07 MINUTES 0 SECONDS EAST ALONG SAID OLD CLAIM LINE 3128.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.20 FEET, AN ARC DISTANCE OF 509.35 FEET TO THE SOUTHERLY LINE OF A TRACT DESCRIBED IN A WARRANTY DEED FROM THEODORE AND GERTRUDE ILEMAN, HUSBAND AND WIFE, TO HARRIS J. AND VIRGINIA M. BLAKE, HUSBAND AND WIFE, RECORDED IN BOOK 110 AT PAGE 50 ON JANUARY 19, 1951; THENCE SOUTH 83 DEGREES 14 MINUTES 16 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID BLAKE TRACT 1270.02 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE 31; THENCE NORTH 06 DEGREES 21 MINUTES 53 SECONDS EAST ALONG SAID CENTERLINE 144.65 FEET TO THE SOUTHERLY CORNER OF BLAKE SUBDIVISION; THENCE NORTH 83 DEGREES 17 MINUTES 45 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID BLAKE SUBDIVISION, AS MONUMENTED, 603.45 FEET; THENCE NORTH 06 DEGREES 24 MINUTES 15 SECONDS EAST ALONG THE WESTERLY LINE OF SAID BLAKE SUBDIVISION, AS MONUMENTED, 309.30 FEET TO SAID OLD CLAIM LINE WHICH IS SOUTH 83 DEGREES 07 MINUTES 0 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 07 MINUTES 0 SECONDS WEST ALONG SAID OLD CLAIM LINE 433.21 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART OF SAID SOUTHWEST QUARTER OF SECTION 5 AND THAT PART OF SAID SOUTHEAST QUARTER OF SECTION 6 DESCRIBED AS FOLLOWS: COMMENCING AT SAID NORTHWEST CORNER OF SAID SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 1363.34 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 83 DEGREES 07 MINUTES 0 SECONDS EAST ALONG SAID OLD CLAIM LINE 3128.63 FEET TO SAID BURLINGTON NORTHERN RAILROAD EASTERLY RIGHT OF WAY LINE TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.20 FEET, AN ARC DISTANCE OF 509.35 FEET TO SAID SOUTHERLY LINE OF SAID BLAKE TRACT; THENCE SOUTH 83 DEGREES 14 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY LINE 492.70 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 83 DEGREES 14 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY LINE 175.0 FEET; THENCE NORTH 06 DEGREES 14 MINUTES 55 SECONDS EAST 453.35 FEET TO A POINT ON SAID OLD CLAIM LINE WHICH IS SOUTH 83 DEGREES 07 MINUTES 0 SECONDS EAST 433.21 FEET FROM POINT "A"; THENCE NORTH 83 DEGREES 07 MINUTES 0 SECONDS WEST ALONG SAID OLD CLAIM LINE 175.01 FEET TO A LINE DRAWN NORTH 06 DEGREES 14 MINUTES 55 SECONDS EAST, PARALLEL WITH AND 175.0 FEET WESTERLY OF, NORMALLY DISTANT, THE EASTERLY LINE OF THE HEREIN DESCRIBED EXCEPTED TRACT, FROM THE POINT OF BEGINNING; THENCE SOUTH 06 DEGREES 14 MINUTES 55

SECONDS WEST 453.72 FEET TO THE POINT OF BEGINNING) ALL IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPT PARCEL :

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5 AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE FRACTIONAL SOUTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 1363.34 FEET TO AN OLD CLAIM LINE; THENCE SOUTH 83 DEGREES, 07 MINUTES 0 SECONDS EAST ALONG SAID OLD CLAIM LINE 3128.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.20 FEET, AN ARC DISTANCE OF 509.35 FEET TO THE SOUTHERLY LINE OF A TRACT DESCRIBED IN A WARRANTY DEED FROM THEODORE AND GERTRUDE ILSEMAN, HUSBAND AND WIFE, TO HARRIS J. AND VIRGINIA M. BLAKE, HUSBAND AND WIFE, RECORDED IN BOOK 110 AT PAGE 50 ON JANUARY 19, 1951; THENCE SOUTH 83 DEGREES 14 MINUTES 16 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID BLAKE TRACT 1270.02 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE 31; THENCE NORTH 06 DEGREES 21 MINUTES 53 SECONDS EAST ALONG SAID CENTERLINE 144.65 FEET TO THE SOUTHERLY CORNER OF BLAKE SUBDIVISION; THENCE NORTH 83 DEGREES 17 MINUTES 45 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID BLAKE SUBDIVISION, AS MONUMENTED, 603.45 FEET; THENCE NORTH 06 DEGREES 24 MINUTES 15 SECONDS EAST ALONG THE WESTERLY LINE OF SAID BLAKE SUBDIVISION, AS MONUMENTED, 309.30 FEET TO SAID OLD CLAIM LINE WHICH IS SOUTH 83 DEGREES 07 MINUTES 0 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 07 MINUTES 0 SECONDS WEST ALONG SAID OLD CLAIM LINE 433.21 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART OF SAID SOUTHWEST QUARTER OF SECTION 5 AND THAT PART OF SAID SOUTHEAST QUARTER OF SECTION 6 DESCRIBED AS FOLLOWS: COMMENCING AT SAID NORTHWEST CORNER OF SAID SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 1363.34 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 83 DEGREES 07 MINUTES 0 SECONDS EAST ALONG SAID OLD CLAIM LINE 3128.63 FEET TO SAID BURLINGTON NORTHERN RAILROAD EASTERLY RIGHT OF WAY LINE TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.20 FEET, AN ARC DISTANCE OF 509.35 FEET TO SAID SOUTHERLY LINE OF SAID BLAKE TRACT; THENCE SOUTH 83 DEGREES 14 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY LINE 492.70 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 83 DEGREES 14 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY LINE 175.0 FEET; THENCE NORTH 06 DEGREES 14 MINUTES 55 SECONDS EAST 453.35 FEET TO A POINT ON SAID OLD CLAIM LINE WHICH IS SOUTH 83 DEGREES 07 MINUTES 0 SECONDS EAST 433.21 FEET FROM POINT "A"; THENCE NORTH 83 DEGREES 07 MINUTES 0 SECONDS WEST ALONG SAID OLD CLAIM LINE 175.01 FEET TO A LINE DRAWN NORTH 06 DEGREES 14 MINUTES 55 SECONDS EAST,

PARALLEL WITH AND 175.0 FEET WESTERLY OF, NORMALLY DISTANT, THE EASTERLY LINE OF THE HEREIN DESCRIBED EXCEPTED TRACT, FROM THE POINT OF BEGINNING; THENCE SOUTH 06 DEGREES 14 MINUTES 55 SECONDS WEST 453.72 FEET TO THE POINT OF BEGINNING) AND ALSO (EXCEPT THAT PART OF THE SAID SOUTHEAST QUARTER OF SECTION 6 DESCRIBED AS FOLLOWS: COMMENCING AT SAID NORTHWEST CORNER OF SAID SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 1363.34 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 83 DEGREES 07 MINUTES 0 SECONDS EAST ALONG SAID OLD CLAIM LINE 3128.63 FEET TO SAID BURLINGTON NORTHERN RAILROAD EASTERLY RIGHT OF WAY LINE TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.20 FEET, AN ARC DISTANCE OF 509.35 FEET TO SAID SOUTHERLY LINE OF SAID BLAKE TRACT; THENCE SOUTH 83 DEGREES 14 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY LINE 492.70 FEET; THENCE NORTH 06 DEGREES 14 MINUTES 55 SECONDS EAST 453.72 FEET TO A POINT ON SAID OLD CLAIM LINE WHICH IS SOUTH 83 DEGREES 07 MINUTES 0 SECONDS EAST 258.2 FEET FROM POINT "A"; THENCE NORTH 83 DEGREES 07 MINUTES 0 SECONDS WEST ALONG SAID OLD CLAIM LINE 258.2 FEET TO THE POINT OF BEGINNING), ALL IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PROPERTY: VACANT LAND, OSWEGO, IL 60543
PIN#: 03-06-476-002-0000



Debbie Gillette
Kendall County Clerk & Recorder

PLAT ACT AFFIDAVIT OF METES AND BOUNDS

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

Daniel Torres Mercedo, being duly sworn on oath, states that affiant resides at [redacted] And further states that: (please check the appropriate box)

A. That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being part of a larger tract of land; or

B. That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5.0 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into not more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance is of land described in the same manner as title was taken by grantor(s).

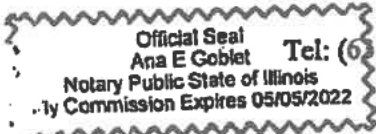
AFFIANT further states that ___ he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME

This 30th day of July, 2020.

[redacted signature]
Signature of Notary Public

[redacted signature]
Signature of Affiant



111 West Fox Street, Yorkville IL 60560-1498
Tel: (630) 553-4104 • Fax: (630) 553-4119 • Email: Dgillette@co.kendall.il.us

CONTRACT NUMBER: 20210105
C.E.CO. R/W: MONTGOMERY-JOLIET-ELECTRIC JUNCTION
PARCEL # T98-1
SE ¼, SW ¼, SEC. 5, 6, TWP. 37N, RANGE 8E
OF THE THIRD PRINCIPAL MERIDIAN IN
KENDALL COUNTY, ILLINOIS
C.E.CO. REGION: WEST
PIN: 03-06-476-005

CROP AND PASTURE LICENSE

This Crop and Pasture License (the "License") is made as of January 1, 2021 between Commonwealth Edison Company ("Licensor"), and Jorge Salgado ("Licensee") currently located at 975 State Route 31, Oswego, IL 60543.

Subject to and upon the terms herein set forth, Licensor hereby grants to Licensee a license, under the following terms and conditions, to use that portion of Licensor's property legally described or depicted on Exhibit A attached hereto, containing approximately 1.82 acres, more or less (such property is hereinafter referred to as the "Premises"), for cultivating crops thereon and/or for a pasture, as more fully described in Section 2 below, and for no other purposes whatsoever ("Purpose"). This License shall commence on the date hereof and shall continue until it is terminated as hereinafter provided.

1. TERM AND TERMINATION:

(a) This License shall commence on **January 1, 2021** and terminate on **October 31, 2024**, unless sooner terminated as hereinafter provided.

(b) This License may be terminated by either party upon no less than thirty (30) days prior written notice (a "Termination Notice"). On the date that is thirty (30) days after a Termination Notice, this License shall absolutely cease and terminate. On or before the day on which this License terminates, Licensee, without any recourse, shall vacate the Premises, remove therefrom any property and materials belonging to Licensee and leave the Premises in at least as good a condition as at the commencement of this License.

(c) If Licensee: (i) uses the Premises for purposes other than the Purpose; (ii) shall abandon or cease to use the Premises; or (iii) shall violate or fail to comply with any of the terms, conditions, covenants and provisions in this License, then this License shall automatically terminate and the privileges of Licensee hereunder shall thereupon immediately cease and terminate. In the event that this License shall terminate by reason of any of the foregoing and Licensee has not vacated the Premises or has failed to remove from the Premises any property or materials thereon belonging to Licensee, then Licensor may serve written notice upon Licensee to vacate the Premises and to remove all such property and materials, as applicable, within five (5) days after the date of such notice.

(d) If Licensee fails to vacate the Premises or fails to remove Licensee's property or materials within the periods specified above, then the title to such property and materials, at Licensor's option, may be and become vested automatically in Licensor without further or additional act or acts on the part of Licensee or Licensor and Licensor at its option shall have the right to remove and dispose of same as Licensor deems appropriate at the sole cost and expenses of Licensee, which cost and expense Licensee hereby agrees to pay to Licensor no later than ten (10) days after demand from Licensor.

(e) In the event this License is terminated by Licensor between March 1 and October 31 of any year during the term, Licensor, in its sole discretion, shall elect to: (i) permit Licensee to harvest the

crops planted by Licensee and existing on the Premises as of the date of the termination in accordance with the terms and conditions of this License; or (ii) obtain immediate and exclusive possession of the Premises and pay to Licensee, within a reasonable time period after Licensee's written request, an amount reasonably estimated by Licensor to be equal to the estimated lost profits of the unharvested crops. Licensor shall not be obligated to: (A) compensate Licensee for any loss, costs, expenditures or damages, including fertilizer, herbicide and seed costs, labor, labor costs, or equipment costs incurred after a termination; or (B) compensate Licensee for the actual amount of crop damage associated with the termination. In no event shall Licensor be liable for any indirect or consequential damages sustained or incurred by Licensee. Notwithstanding the foregoing, if Licensor's termination of the License is caused by or attributable to Licensee's failure to comply with any of the terms, conditions, covenants and provisions of this License, or if Licensee terminates this License, then Licensor shall not be liable for any damages of any kind or nature, including, without limitation, indirect or consequential damages or lost profits sustained or incurred by Licensee.

2. **PURPOSE:** The Premises will be used by Licensee only in the following manner:

Cropland	0	Acres	Square Feet 0
Pasture	1.82	Acres	Square Feet 79,279
Wasteland	0	Acres	Square Feet 0

3. **CONSIDERATION:** Upon execution of this License, Licensee shall pay to Licensor the sum of \$91.00 as its first annual license fee and the sum of \$91.00 on or before the 1st day of each and every succeeding January during the term hereof. Licensor reserves the right to increase, from time to time, the consideration due under this License at any time after the first twelve (12) months of the term hereof upon thirty (30) days prior written notice from Licensor to Licensee. Any such adjustment in consideration shall remain in effect for a period of twelve (12) months prior to any subsequent adjustment by Licensor of the monthly consideration due under this License. All payments shall be mailed to:

**MacMunnis, Inc. aaf ComEd
ComEd #
321 N. Clark Street, Suite 940
Chicago, IL 60654**

unless otherwise designated by Licensor in writing.

4. **CONDITION OF PREMISES:** Licensee has examined the Premises and knows its condition. Licensee hereby accepts the condition of the Premises in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS. No representations or warranties as to the condition, repair or compliance with applicable legal requirements thereof, and no agreements to make any alterations, repairs or improvements in or about the Premises have been made by or on behalf of Licensor. By accepting this License, Licensee shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Premises.

5. **COVENANTS OF LICENSEE:** Licensee shall:

(a) cut and keep down all weeds, Canadian thistles and other noxious growths on the Premises, at its sole cost and expense;

(b) maintain the existing fences on the Premises in good condition, at its sole cost and expense;

(c) not install any temporary or permanent fences on the Premises without obtaining the prior written approval of Licensor;

(d) not remove any top soil, change the original ground grade level, commit waste of any kind, alter or change the natural water drainage on the Premises, or create any water drainage problems for adjacent property owners;

(e) not allow, give or grant permission to any person or persons, firm, corporation, association, club or any other entity, to use the Premises for any recreational or sporting purposes whatsoever;

(f) protect at all times, all survey markers, boundary markers and monuments presently located on the Premises or that Licensor may erect on the Premises during the term hereof;

(g) not install or operate irrigation or sprinkling system or systems on the Premises without the prior written approval of Licensor; nor transport or place any irrigation parts thereof upon the Premises;

(h) not place or have placed any signs or advertising billboards upon the Premises at any time during the term hereof;

(i) not allow any vehicles, machinery or equipment to be parked on the Premises;

(j) not allow the use of anything having a height in excess of 14 feet, including, but not limited to any attachments to vehicles or machinery, such as antennae or other protruding devices, from the original ground grade level of the Premises and, in the event any crop on the Premises exceeds a maximum height of 14 feet, Licensee shall remove such crop at Licensee's sole cost and expense;

(k) at its sole expense, comply, and cause the Premises to comply, with all present and future laws and regulations applicable to the Premises (collectively, the "**Legal Requirements**"); and

(l) provide Licensor with written notice immediately: (i) upon Licensee's obtaining knowledge of any potential or known violations of any Legal Requirements relating to the Premises; and (ii) of Licensee's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to any alleged or actual violation of any Legal Requirements relating to the Premises.

In addition, Licensee covenants and agrees that it will not commit waste, loss or damage to the Premises.

6. ENVIRONMENTAL PROTECTION:

(a) **General.** Licensee covenants and agrees that Licensee shall conduct its operations on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Licensee, nor its employees, agents, contractors, invitees, licensees, successors or assigns, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of Licensee contained herein, Licensee hereby agrees to protect, indemnify, defend (with counsel acceptable to Licensor) and hold harmless Licensor, Exelon Corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "**Indemnified Parties**") from and against

any and all Claims (as hereinafter defined) (including, without limitation: (i) reasonable attorneys' fees; (ii) liability to third parties for toxic torts and/or personal injury claims; (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court; and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, and spilled or released by Licensee or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Premises. For purposes of this License, the term "**Hazardous Materials**" shall mean any substance, chemical, waste, product, derivative, compound and all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated or governed under or for which liability may be imposed by any Environmental Law. For purposes of this License, the term "**Environmental Laws**" shall mean all federal, provincial, state and local environmental laws, statutes, ordinances, regulations and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, Resource Conservation and Recovery Act, 42 U.S.C. §§9601, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C §§136, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

(b) Wetlands. If there are wetlands, whether or not governed by or regulated under Environmental Law, on the Premises, or if such wetlands should develop on any portion of the Premises during the term of this License, Licensee shall promptly notify Licensor of the presence of such wetlands and shall strictly comply with and observe all Legal Requirements. At Licensor's request, Licensee, at its cost, shall furnish Licensor with a survey of the Premises delineating any such wetland areas located on the Premises. Under no circumstances shall Licensee interfere with, impact, change or otherwise alter the physical characteristics of any wetland areas located on the Premises or any adjoining land or place any fill material on any portion of the Premises or adjoining land, without in each instance obtaining Licensor's prior written consent (which may be granted or withheld in Licensor's sole discretion), and only then in compliance with Legal Requirements.

(c) Notice of Release. Licensee shall provide Licensor with prompt written notice upon Licensee's obtaining knowledge of any potential or known release or threat of release of any Hazardous Materials affecting the Premises.

(d) Use of Pesticides and Fertilizers. Notwithstanding anything to the contrary in this License, Licensee shall have the right to use pesticides and fertilizers that are approved for agricultural use by the United States Department of Agriculture and the State of Illinois provided such use is in accordance with good agricultural practice and complies with all Environmental Laws and all other applicable federal, state and local laws (including any applicable land conservation requirements and regulations. Under no circumstances shall the permission to use pesticides and fertilizers granted herein release or limit Licensee's obligations to indemnify Licensor pursuant to Section 6(a).

(e) Survival. This Section shall survive the expiration or other termination of the License.

7. INDEMNITY: To the maximum extent permitted under Legal Requirements, Licensee agrees to indemnify, defend (with counsel acceptable to Licensor) and save harmless the Indemnified Parties, from

and against all claims, losses (including on account of loss or interruption of electric service), costs, damages, liabilities, expenses (including attorneys' fees), and or injuries asserted against, suffered or incurred by any Indemnified Party (collectively, "Claims"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Licensee or its employees, representatives, agents, contractors, lessees, guests, invitees, heirs, successors and assigns, at, on or about the Premises; and/or (ii) any breach of this License on the part of Licensee. This indemnity shall survive any termination or expiration of this License.

8. **ASSIGNMENT:** This License is personal unto Licensee, is not assignable and is not a covenant running with the Premises.

9. **PARTICIPATION IN GOVERNMENTAL PROGRAMS:** Licensor will not participate in or accept any payments from any governmental farm subsidy programs, however, Licensor will not prevent Licensee from receiving government subsidy payments if the government F.S.A. Office concludes that Licensee qualifies for such payments without any involvement or liability on the part of Licensor.

10. **RETAINED RIGHTS OF LICENSOR:** At all times Licensor shall have free and unrestricted access for its employees, agents, representatives, assigns or grantees to come upon the Premises, either by vehicle or on foot, for the purpose of constructing, installing, operating, maintaining, repairing, replacing or patrolling any or all of its facilities and equipment located thereon or any and all of its additional and future facilities and equipment that will be located thereon. In the event any damage is occasioned to crops located on the Premises caused solely by the actions of Licensor, Licensor will compensate Licensee by making an adjustment to the amounts payable hereunder or compensate Licensee for a reasonable amount of crop damage, not to exceed the actual annual license fee paid by Licensee.

The rights of Licensor are paramount to the rights herein granted to Licensee by Licensor, and nothing stated herein is to be construed as affecting the title of Licensor to the Premises, or restricting Licensor from disposing of all or any portion of the Premises or granting rights to other parties or persons in, upon or under the Premises. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that the Premises contains, or may contain in the future, sewers, water pipes and mains, drainage tiles and pipes, gas mains and pipelines and other allied uses.

Licensor's sole discretion will determine whether the Premises is available from time to time for agricultural purposes.

11. **SURRENDER OF PREMISES; HOLDOVER:** Licensee, upon the termination of this License by lapse of time or otherwise, shall vacate the Premises and peaceably surrender possession and occupancy thereof to Licensor. In the event that Licensee remains in possession of all or any part of the Premises after the termination of this License, such continued possession shall not constitute a renewal or extension of this License, unless Licensor notifies Licensee in writing, at Licensor's sole option, that such continued possession shall be deemed to reinstate this License. In the event of any possession by Licensee after the termination of this License, the license fees payable by Licensee during any such holdover period shall be increased to an amount equal to 200% of the amount set forth in Section 3 of this License. In addition, Licensee agrees to indemnify, defend and hold the Indemnified Parties harmless from and against any and all Claims sustained, incurred and/or brought against any of the Indemnified Parties by reason of such retention of possession of the Premises (which may include, without limitation, any Claims made by any actual or prospective subsequent licensee, lessee or other user or occupant of the Premises or any portion thereof). Licensor hereby expressly reserves and retains any and all other rights and remedies provided hereunder or available at law or in equity arising out of such breach of this License by Licensee. Any such continued possession by Licensee shall be subject to every other term, condition, and covenant contained in this License.

12. **NOTICES:** All notices to Licensor shall be in writing, addressed to Commonwealth Edison Company, c/o Real Estate Manager, Real Estate & Facilities, Three Lincoln Center, 4th Floor, Oakbrook Terrace, Illinois 60181 or at such other place as Licensor may from time-to-time designate in writing. All notices to Licensee shall be in writing, addressed to Licensee at the address first listed above or at such other place as Licensee may from time-to-time designate in writing. All notices shall be personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth herein. All notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

13. **EASEMENTS AND OTHER PROPERTY RIGHTS: SUBORDINATE:** This License, and all of Licensee's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements and other property rights (whether recorded or unrecorded), which now or hereafter affect the Premises.

14. **PROHIBITION ON RECORDING:** To the maximum extent permitted under Legal Requirements, Licensee agrees not to record this License. This section shall survive the termination or expiration of this License.

15. **APPLICABLE LAW; CONSTRUCTION:** This License has been granted in, and will be construed in accordance with, the laws of the State of Illinois. Each party has reviewed and approved this License and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this License.

16. **TIME OF THE ESSENCE:** Time is of the essence of this License and each and every provision hereof.

17. **COUNTERPARTS:** This License may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

18. **HEADINGS; ENTIRE AGREEMENT:**

(a) Paragraph and section headings in this License are for convenience only and are not to be construed as a part of this License or in any way defining, limiting or amplifying the provisions hereof.

(b) This License and the Exhibits attached hereto and incorporated by reference, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations shall be implied by this License that are not expressly addressed herein.

19. **PRIOR LICENSE:** The parties acknowledge and agree that this License supersedes all prior licenses between the parties involving the Premises, as such licenses may have heretofore been modified, amended or supplemented, and that such previous licenses are hereby terminated.

[SIGNATURE PAGE TO FOLLOW]

By signing this License, Licensee affirms and states that Licensee is neither an employee of Licensor nor has any affiliated interest in Licensor or any of the Indemnified Parties.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License as of the date first above written.

LICENSOR:

COMMONWEALTH EDISON COMPANY

By: 

Mark Primm
Director, Real Estate & Facilities

LICENSEE:

JORGE SALGADO

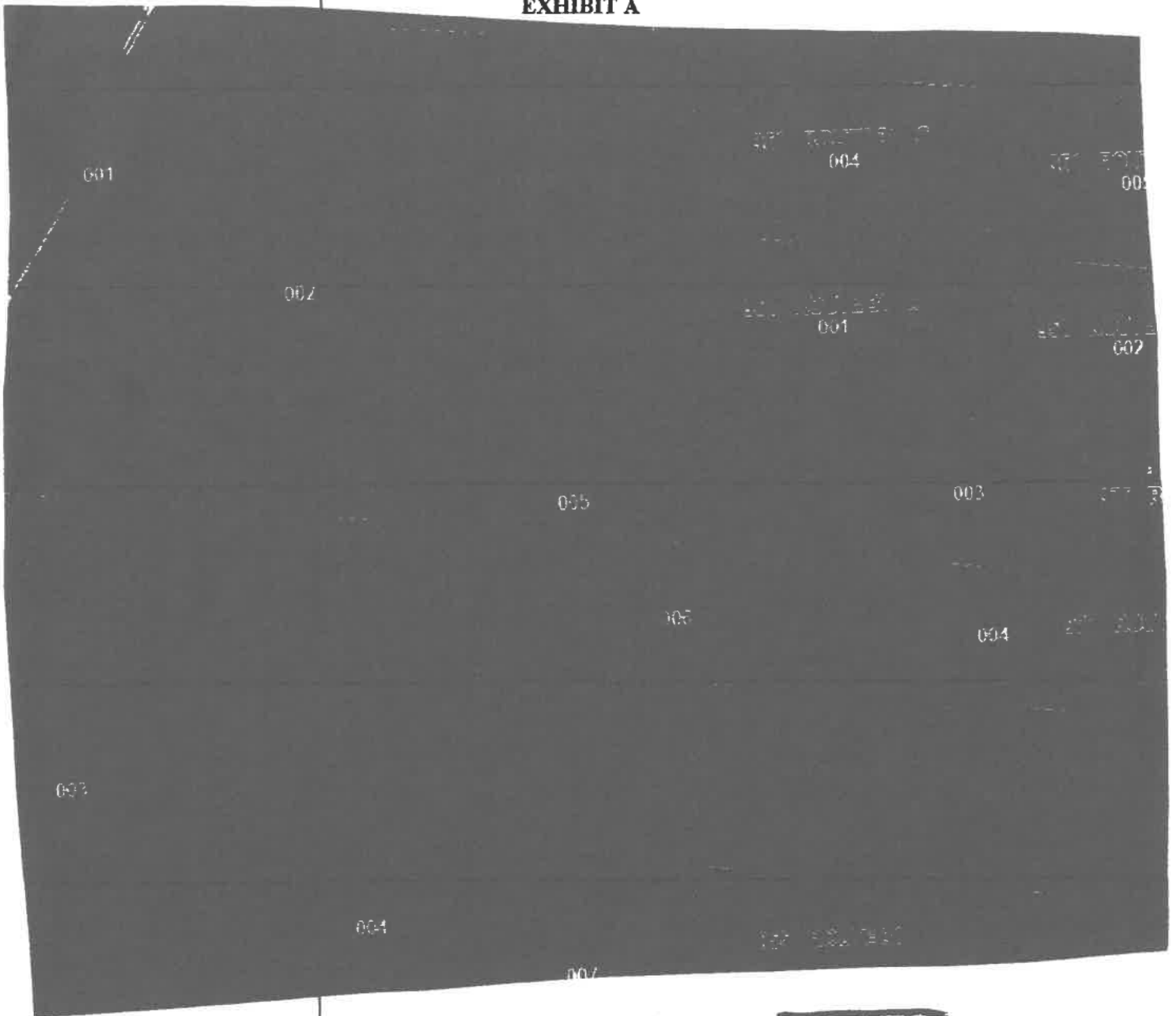
By: 


Printed Name: Jorge Salgado

Address: 

Phone: 

EXHIBIT A



LEASED PREMISES — 
1.82 ACRES

CONTRACT NUMBER
C.E.CO. R/W: MONTGOMERY-JOLIET-ELECTRIC JUNCTION
PARCEL # T98-1
SE ¼, SW ¼, SEC. 5, 6, TWP. 37N, RANGE 8E
OF THE THIRD PRINCIPAL MERIDIAN IN
KENDALL COUNTY, ILLINOIS
C.E.CO. REGION: WEST
PIN: 03-06-476-005



Illinois Department of Natural Resources

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

JB Pritzker, Governor
Colleen Callahan, Director

September 22, 2021

John Tebrugge
Jorge Salgado

RE: 975 State Route 31 Site Plan
Project Number(s): 2205359
County: Kendall


Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

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

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.


Kyle Burkwald
Division of Ecosystems and Environment
217-785-5500



Applicant: Jorge Salgado
Contact: John Tebrugge
Address: 975 State Route 31
 Oswego, IL 60543

IDNR Project Number: 2205359
Date: 09/20/2021

Project: 975 State Route 31 Site Plan
Address: 975 State Route 31, Oswego

Description: Construct an asphalt grindings truck parking area.

Natural Resource Review Results

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

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Greater Redhorse (*Moxostoma valenciennesi*)

An IDNR staff member will evaluate this information and contact you to request additional information or to terminate consultation if adverse effects are unlikely.

Location

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

County: Kendall

Township, Range, Section:

37N, 8E, 5

37N, 8E, 6



**IL Department of Natural Resources
 Contact**
 Kyle Burkwald
 217-785-5500
 Division of Ecosystems & Environment

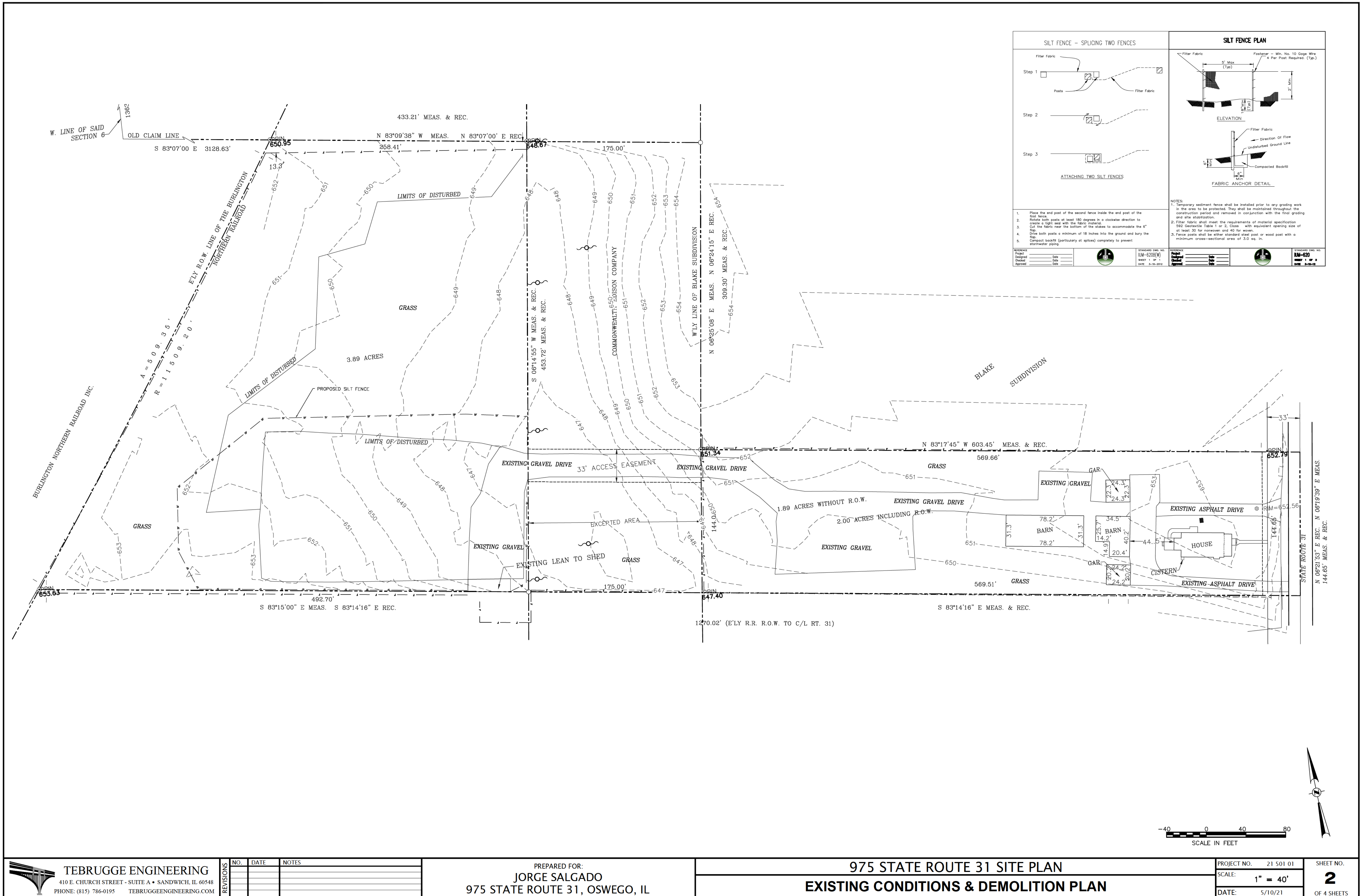
Government Jurisdiction
 Kendall County Planning, Building & Zoning
 Matt Asselmeier
 111 W Fox Street
 Yorkville, Illinois 60560 -1498

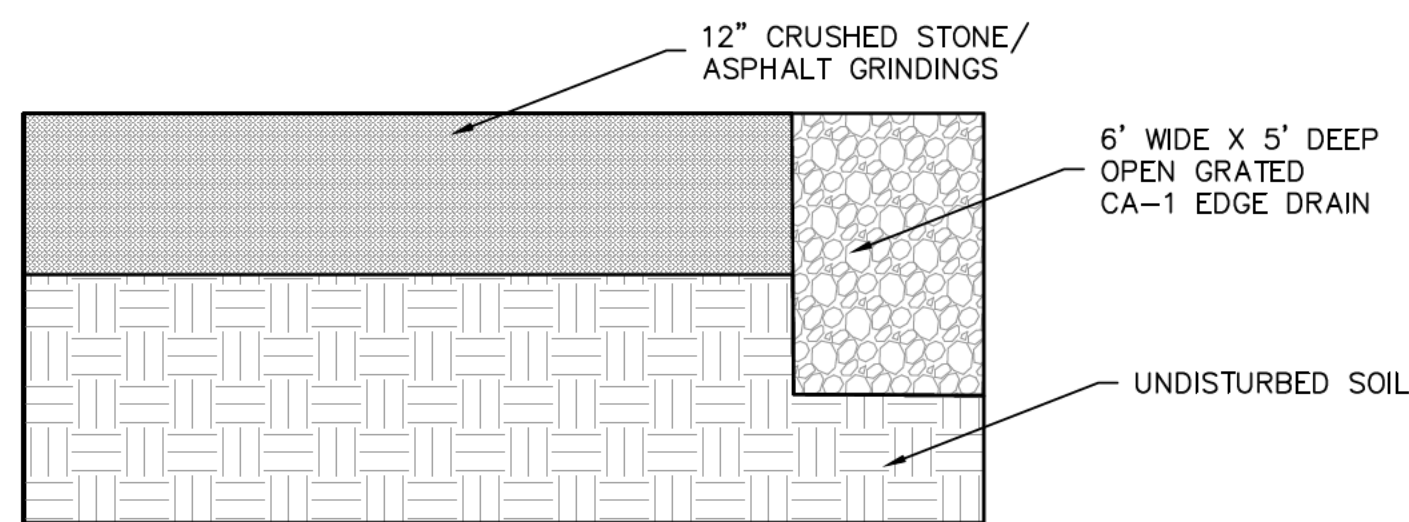
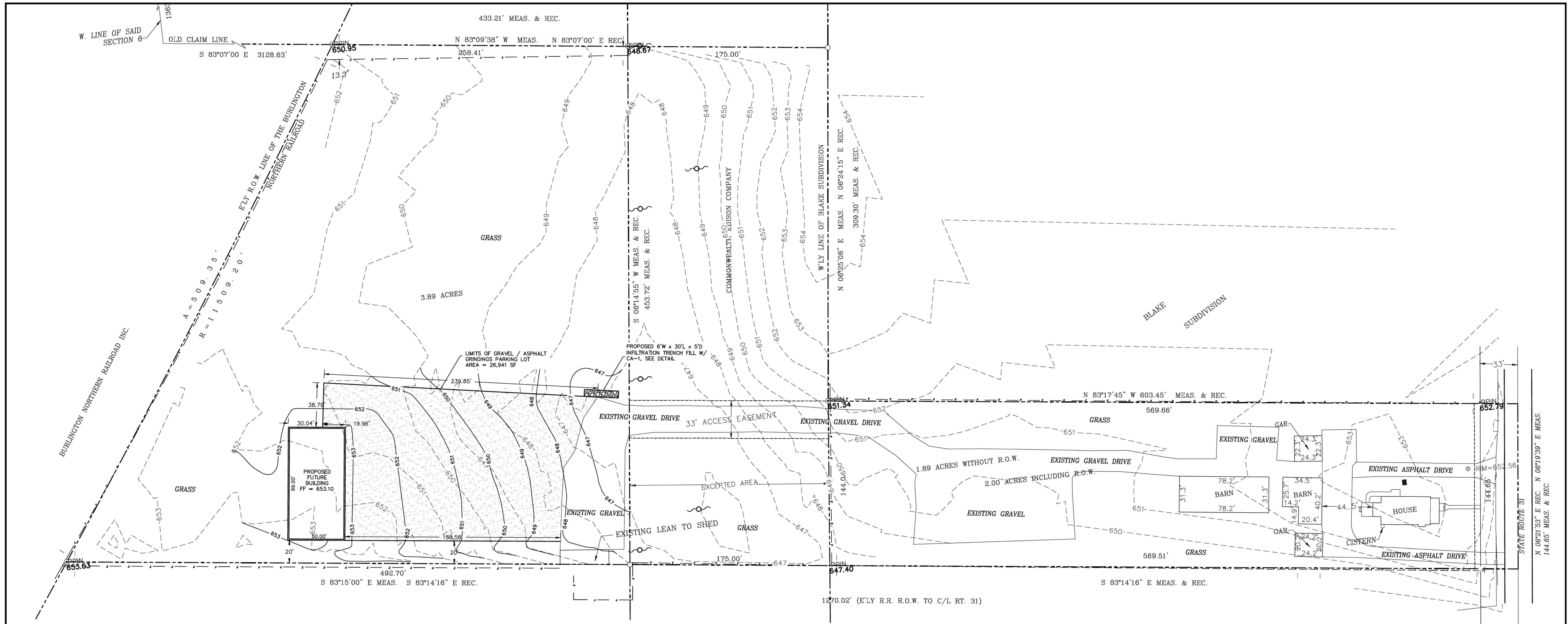
Disclaimer

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.





INfiltration Trench Detail
N.T.S.



<p>TEBRUGGE ENGINEERING 410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548 PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM</p>	NO.	DATE	NOTES

PREPARED FOR:
JORGE SALGADO
975 STATE ROUTE 31, OSWEGO, IL

975 STATE ROUTE 31 SITE PLAN
CIVIL SITE PLAN

PROJECT NO.	21 501 01	SHEET NO.	3
SCALE:	1" = 40'		
DATE:	5/10/21		

GENERAL CONDITIONS

1. ALL EARTHWORK, ROADWAY WORK, DRAINAGE WORK OR STORM SEWER WORK SHALL BE PERFORMED UTILIZING MATERIALS AND METHODS IN STRICT ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. ALL MUNICIPAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS SHALL BE STRICTLY ADHERED TO IN WORK PERFORMED UNDER THIS CONTRACT.
2. ALL SANITARY SEWER AND WATER MAIN WORK SHALL BE PERFORMED USING METHODS AND MATERIALS IN STRICT ACCORDANCE WITH THE LATEST EDITION OF "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. ALL MUNICIPAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS SHALL BE STRICTLY ADHERED TO IN WORK PERFORMED UNDER THIS CONTRACT.
3. ANY SPECIFICATIONS WHICH ARE SUPPLIED ALONG WITH THE PLANS SHALL TAKE PRECEDENCE IN THE CASE OF A CONFLICT WITH THE STANDARD SPECIFICATIONS NOTED IN ITEMS NO. 1 AND 2 ABOVE. THE ABOVE STANDARD SPECIFICATIONS & THE CONSTRUCTION PLANS ARE TO BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT.
4. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO THE ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.
5. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE GOVERNING MUNICIPALITY, OTHER APPLICABLE GOVERNMENTAL AGENCIES, AND THE OWNER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. HE SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS, ALONG WITH ADEQUATE TRAFFIC CONTROL MEASURES. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER, AT NO ADDITIONAL COST TO THE OWNER.
7. THE UTILITY LOCATIONS, AND THE DEPTHS SHOWN ON THESE PLANS ARE APPROXIMATE ONLY, AND SHALL BE VERIFIED BY THE CONTRACTOR WITH ALL AFFECTED UTILITY COMPANIES PRIOR TO INITIATING CONSTRUCTION OPERATIONS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY FOR THE ADEQUACY, SUFFICIENCY OR EXACTNESS OF THESE UTILITY REPRESENTATIONS.
8. PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR SHALL CONTACT THE OFFICE OF J.U.L.I.E. AT 1-800-892-0123 FOR EXACT FIELD LOCATION OF ALL UNDERGROUND UTILITIES IN THE PROXIMITY OF, AND ON, THE PROJECT SITE. IF THERE ARE ANY UTILITIES WHICH ARE NOT MEMBERS OF THE J.U.L.I.E. SYSTEM, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THIS AND MAKE ARRANGEMENTS TO HAVE THESE UTILITIES FIELD LOCATED.
9. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR RELOCATING THESE FACILITIES AT HIS EXPENSE TO ACCOMMODATE THE NEW CONSTRUCTION.
10. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER OR EXTENDED TO OUTLET INTO A PROPOSED DRAINAGE WAY. IF THIS CANNOT BE ACCOMPLISHED, THEN IT SHALL BE REPAIRED WITH NEW PIPE OF SIMILAR SIZE AND MATERIAL TO THE ORIGINAL LINE AND PUT IN ACCEPTABLE OPERATIONAL CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE FOR ON-SITE DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
11. IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THIS SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.
12. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OF FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.
13. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS (SERIES 1926) AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS OF THE WILLIAMS STELGER OCCUPATIONAL HEALTH STATE SAFETY ACT OF 1970(REVISED). THE CONTRACTORS, ENGINEERS, AND OWNER SHALL EACH BE RESPONSIBLE FOR HIS OWN RESPECTIVE AGENTS AND EMPLOYEES.
14. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND ALL GOVERNING AUTHORITIES, THEIR AGENTS SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY WITH RESPECT TO THE CONSTRUCTION, INSTALLATION AND TESTING OF THE WORK REQUIRED ON THIS PROJECT. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM THE WORK OF THIS CONTRACT IN A MANNER WHICH STRICTLY COMPLIES WITH ANY AND ALL PERTINENT LOCAL, STATE OR NATIONAL CONSTRUCTION AND SAFETY CODES; THE ENGINEER, OWNER, AND GOVERNING AUTHORITIES ARE NOT RESPONSIBLE FOR ENSURING COMPLIANCE BY THE CONTRACTOR WITH SAID CODES AND ASSUME NO LIABILITY FOR ACCIDENTS, INJURIES, OR DEATHS, OR CLAIMS RELATING THERETO WHICH MAY RESULT FROM LACK OF ADHERENCE TO SAID CODES.

UNDERGROUND UTILITIES

1. ALL UTILITY TRENCHES BENEATH PROPOSED OR EXISTING UTILITIES, PROPOSED OR EXISTING PAVEMENT, DRIVEWAYS, SIDEWALKS AND FOR A DISTANCE OF TWO FEET ON EITHER SIDE OF SAME, AND/OR WHEREVER ELSE SHOWN ON THE CONSTRUCTION PLANS SHALL BE BACKFILLED WITH SELECT GRANULAR BACKFILL (CA-6 OR CA-7) AND THOROUGHLY COMPACTED IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS.
2. UNLESS OTHERWISE INDICATED ON THE PLANS, STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CULVERT PIPE OF THE CLASS AS INDICATED ON THE PLANS, AND CONFORMING TO ASTM C-76. JOINTS SHALL TYPICALLY BE A "TROWEL APPLIED" BITUMINOUS MASTIC COMPOUND IN ACCORDANCE WITH ASTM C-75 (OR C-14 AS MAY BE APPLICABLE) OR RUBBER "O"-RING GASKET JOINTS CONFORMING TO ASTM C-443). LOCATIONS WHERE THE STORM SEWER CROSSES WATERMAINS AN "O"-RING JOINT IN ACCORDANCE WITH ASTM C-361 SHALL BE USED.
3. STORM SEWER MANHOLES SHALL BE PRECAST STRUCTURES, WITH THE DIAMETER DEPENDENT ON THE PIPE SIZE AND WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION STANDARDS). LIDS SHALL BE IMPRINTED "STORM SEWER". ALL FLARED END SECTIONS SHALL HAVE A FRAME & GRATE INSTALLED.
4. THESE FRAME AND GRATES FOR STORM STRUCTURES SHALL BE USED UNLESS OTHERWISE INDICATED ON THE PLAN SET. USE NEENAH R-1712 OPEN LID (OR EQUAL) IN PAVEMENT AREAS, USE NEENAH R-1772-B OPEN OR CLOSED LID (OR EQUAL) IN GRASS AREAS, USE NEENAH R-3015 (OR EQUAL) FOR B6.12 CURB AREAS, AND NEENAH R-3509 (OR EQUAL) FOR DEPRESSED CURB AREAS.
5. STRUCTURES FOR SANITARY AND STORM SEWERS AND VALVE VAULTS FOR WATER SHALL BE IN ACCORDANCE WITH THESE IMPROVEMENT PLANS AND THE APPLICABLE STANDARD SPECIFICATIONS. WHERE GRANULAR TRENCH BACKFILL IS REQUIRED AROUND THESE STRUCTURES THE COST SHALL BE CONSIDERED AS INCIDENTAL AND SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE STRUCTURE.
6. ALL STORM SEWERS AND WATERMAINS SHALL HAVE COMPACTED CA-7 GRANULAR BEDDING, A MINIMUM OF 4" BELOW THE BOTTOM OF THE PIPE FOR THE FULL LENGTH. BEDDING SHALL EXTEND TO THE SPRING LINE OF THE PIPE. COST FOR THE BEDDING SHALL BE INCLUDED WITH THE UNIT PRICE BID FOR THE PIPE.
7. THE UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING ANY EXCAVATION FOR THE INSTALLATION OF THE SEWER OR WATER SYSTEMS. ANY DEWATERING ENCOUNTERED SHALL BE INCIDENTAL TO THE RESPECTIVE UNDERGROUND UTILITY.
8. ALL STRUCTURES SHALL HAVE A MAXIMUM OF 8" OF ADJUSTING RINGS, UNLESS OTHERWISE NOTED.
9. ALL TOP FRAMES FOR STORM AND VALVE VAULT COVERS AND B-BOXES ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE UPON COMPLETION OF FINISHED GRADING AND FINAL INSPECTIONS. THIS ADJUSTMENT IS TO BE MADE BY THE UNDERGROUND CONTRACTOR AND THE COST IS TO BE INCIDENTAL. THE UNDERGROUND CONTRACTOR SHALL INSURE THAT ALL ROAD AND PAVEMENT INLETS OR STRUCTURES ARE AT FINISHED GRADE. ANY ADJUSTMENTS NECESSITATED BY THE CURB OR PAVING CONTRACTOR TO ACHIEVE FINAL RIM GRADE, RESULTING IN AN EXTRA FOR SAID ADJUSTMENTS, WILL BE CHARGED TO THE UNDERGROUND CONTRACTOR.
10. ALL FLOOR DRAINS AND FLOOR DRAIN SUMP PUMPS SHALL DISCHARGE INTO THE SANITARY SEWER.
11. ALL DOWNSPOUTS, FOOTING DRAINS AND SUBSURFACE STORM WATERS SHALL DISCHARGE INTO THE STORM SEWER OR ONTO THE GROUND AND BE DIRECTED TOWARDS A STORM SEWER STRUCTURE.
12. ANY ANTICIPATED COST OF SHEETING SHALL BE REFLECTED IN THE CONTRACT AMOUNTS. NO ADDITIONAL COST WILL BE ALLOWED FOR SHEETING OR BRACING.
13. THE CONTRACTOR SHALL INSTALL A 2"x4"x8" POST ADJACENT TO THE TERMINUS OF THE SANITARY SERVICE, WATERMAIN SERVICE, SANITARY MANHOLES, STORM STRUCTURES, AND WATER VAULTS. THE POST SHALL EXTEND A MINIMUM OF 4 FT. ABOVE THE GROUND. SAID POST SHALL BE PAINTED AS FOLLOWS: SANITARY-GREEN, WATER-BLUE, AND STORM-RED.
14. IT SHALL BE THE RESPONSIBILITY OF THE UNDERGROUND CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

EARTHWORK

1. ALL EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH SECTION 200 OF THE I.D.O.T. SPECIFICATIONS.
2. THE CONTRACTOR SHALL PROTECT ALL PROPERTY PINS AND SURVEY MONUMENTS AND SHALL RESTORE ANY WHICH ARE DISTURBED BY HIS OPERATIONS AT NO ADDITIONAL COST TO THE CONTRACT.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALL MATERIAL QUANTITIES AND APPRISE HIMSELF OF ALL SITE CONDITIONS. THE CONTRACT PRICE SUBMITTED BY THE CONTRACTOR SHALL BE CONSIDERED AS LUMP SUM FOR THE COMPLETE PROJECT. NO CLAIMS FOR EXTRA WORK WILL BE RECOGNIZED UNLESS ORDERED IN WRITING BY THE OWNER.
4. PRIOR TO ONSET OF MASS GRADING OPERATIONS THE EARTHWORK CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SOIL EROSION CONTROL SPECIFICATIONS. THE INITIAL ESTABLISHMENT OF EROSION CONTROL PROCEDURES AND THE PLACEMENT OF SILT FENCING, ETC. TO PROTECT ADJACENT PROPERTY SHALL OCCUR BEFORE MASS GRADING BEGINS, AND IN ACCORDANCE WITH THE SOIL EROSION CONTROL CONSTRUCTION SCHEDULE.
5. THE GRADING OPERATIONS ARE TO BE CLOSELY SUPERVISED AND INSPECTED, PARTICULARLY DURING THE REMOVAL OF UNSUITABLE MATERIAL AND THE CONSTRUCTION OF EMBANKMENTS OR BUILDING PADS, BY THE SOILS ENGINEER OR HIS REPRESENTATIVE. ALL TESTING, INSPECTION AND SUPERVISION OF SOIL QUALITY, UNSUITABLE REMOVAL AND ITS REPLACEMENT AND OTHER SOILS RELATED OPERATIONS SHALL BE ENTIRELY THE RESPONSIBILITY OF THE SOILS ENGINEER.
6. THE GRADING AND CONSTRUCTION OF THE SITE IMPROVEMENTS SHALL NOT CAUSE PONDING OF STORM WATER. ALL AREAS ADJACENT TO THESE IMPROVEMENTS SHALL BE GRADED TO ALLOW POSITIVE DRAINAGE.
7. THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH GRADE. A MINIMUM OF SIX INCHES (6") OF TOPSOIL IS TO BE PLACED BEFORE FINISH GRADE ELEVATIONS ARE ACHIEVED.
8. THE SELECTED STRUCTURAL FILL MATERIAL SHALL BE PLACED IN LEVEL UNIFORM LAYERS SO THAT THE COMPACTED THICKNESS IS APPROXIMATELY SIX INCHES (6"). IF COMPACTION EQUIPMENT DEMONSTRATES THE ABILITY TO COMPACT A GREATER THICKNESS, THEN A GREATER THICKNESS MAY BE SPECIFIED. EACH LAYER SHALL BE THOROUGHLY MIXED DURING SPREADING TO INSURE UNIFORMITY.
9. EMBANKMENT MATERIAL WITHIN ROADWAY, PARKING LOT, AND OTHER STRUCTURAL CLAY FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE PERCENT (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-1557 (MODIFIED PROCTOR METHOD), OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER. EMBANKMENT MATERIAL FOR BUILDING PADS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM DESIGNATION D-1557 (MODIFIED PROCTOR METHOD) OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOIL ENGINEER.
10. EMBANKMENT MATERIAL (RANDOM FILL) WITHIN NON-STRUCTURAL FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY PERCENT (90%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-157 (MODIFIED PROCTOR METHOD).
11. THE SUB GRADE FOR PROPOSED STREET AND PAVEMENT AREAS SHALL BE PROOF-ROLLED BY THE CONTRACTOR AND ANY UNSTABLE AREAS ENCOUNTERED SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE SOILS ENGINEER.
12. SOIL BORING REPORTS, IF AVAILABLE, ARE SOLELY FOR THE INFORMATION AND GUIDANCE OF THE CONTRACTORS. THE OWNER AND ENGINEER MAKE NO REPRESENTATION OR WARRANTY REGARDING THE INFORMATION CONTAINED IN THE BORING LOGS. THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATIONS AND SHALL PLAN HIS WORK ACCORDINGLY. ARRANGEMENTS TO ENTER THE PROPERTY DURING THE BIDDING PHASE MAY BE MADE UPON REQUEST OF THE OWNER. THERE WILL BE NO ADDITIONAL PAYMENT FOR EXPENSES INCURRED BY THE CONTRACTOR RESULTING FROM ADVERSE SOIL OR GROUND WATER CONDITIONS.
13. IT SHALL BE THE RESPONSIBILITY OF THE EXCAVATION CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

PAVING & WALKS

1. WORK UNDER THIS SECTION SHALL INCLUDE FINAL SUBGRADE SHAPING AND PREPARATION: FORMING, JOINTING, PLACEMENT OF ROADWAY AND PAVEMENT BASE COURSE MATERIALS AND SUBSEQUENT BINDER AND/OR SURFACE COURSES; PLACEMENT, FINISHING AND CURING OF CONCRETE; FINAL CLEAN-UP; AND ALL RELATED WORK.
2. ALL PAVING AND SIDEWALK WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS (I.D.O.T.) AND PER LOCAL REGULATIONS.
3. SUBGRADE FOR PROPOSED PAVEMENT SHALL BE FINISHED BY THE EXCAVATION CONTRACTOR TO WITHIN 0.1 FOOT, PLUS OR MINUS, OF THE PLAN ELEVATION. THE PAVING CONTRACTOR SHALL SATISFY HIMSELF THAT THE SUBGRADE HAS BEEN PROPERLY PREPARED AND THAT THE FINISH TOP SUBGRADE ELEVATION HAS BEEN GRADED WITHIN TOLERANCES ALLOWED IN THESE SPECIFICATIONS. UNLESS THE PAVING CONTRACTOR ADVISES THE OWNER AND ENGINEER IN WRITING PRIOR TO FINE GRADING FOR BASE COURSE CONSTRUCTION, IT IS UNDERSTOOD THAT HE HAS APPROVED AND ACCEPTS THE RESPONSIBILITY FOR THE SUBGRADE. PRIOR TO PLACEMENT OF PAVEMENT BASE MATERIALS, THE PAVING CONTRACTOR SHALL FINE GRADE THE SUBGRADE SO AS TO INSURE THE PROPER THICKNESS OF PAVEMENT COURSES. NO CLAIMS FOR EXCESS BASE MATERIALS DUE TO IMPROPER SUBGRADE PREPARATION WILL BE HONORED.
4. THE PROPOSED PAVEMENT SHALL CONSIST OF THE SUB-BASE COURSE, BITUMINOUS AGGREGATE BASE COURSE, BITUMINOUS BINDER COURSE, AND BITUMINOUS SURFACE COURSE, OF THE THICKNESS AND MATERIALS AS SPECIFIED ON THE CONSTRUCTION PLANS. PRIME COAT SHALL BE APPLIED TO THE SUB-BASE COURSE AT A RATE OF 0.5 GALLONS PER SQUARE YARD. UNLESS SHOWN AS A BID ITEM, PRIME COAT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "I.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", CURRENT EDITION.
5. AFTER THE INSTALLATION OF THE BASE COURSE, ALL TRAFFIC SHALL BE KEPT OFF THE BASE UNTIL THE BINDER COURSE IS LAID. AFTER INSTALLATION OF THE BINDER COURSE AND UPON INSPECTION AND APPROVAL BY GOVERNING AUTHORITY, THE PAVEMENT SHALL BE CLEANED, PRIMED AND THE SURFACE COURSE LAID. ALL DAMAGED AREAS IN THE BINDER, BASE OR CURB AND GUTTER SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER PRIOR TO LAYING THE SURFACE COURSE. THE PAVING CONTRACTOR SHALL PROVIDE WHATEVER EQUIPMENT AND MANPOWER IS NECESSARY, INCLUDING THE USE OF POWER BROOMS TO PREPARE THE PAVEMENT FOR APPLICATION OF THE SURFACE COURSE. EQUIPMENT AND MANPOWER TO CLEAN PAVEMENT SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT. PRIME COAT ON THE BINDER COURSE SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT AND SHALL BE APPLIED TO THE BINDER AT A RATE OF 0.5 GALLONS PER SQUARE YARD.
6. CURING AND PROTECTION OF ALL EXPOSED CONCRETE SURFACES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
7. SIDEWALKS SHALL BE OF THE THICKNESS AND DIMENSIONS AS SHOWN IN THE CONSTRUCTION PLANS. ALL SIDEWALK CONCRETE SHALL DEVELOP A MINIMUM OF 3,500-PSI COMPRESSIVE STRENGTH AT 28 DAYS. CONTRACTION JOINTS SHALL BE SET AT 5' CENTERS, AND 3/4" PRE-MOLDED FIBER EXPANSION JOINTS SET AT 50' CENTERS AND WHERE THE SIDEWALK MEETS THE CURB, A BUILDING, OR ANOTHER SIDEWALK, OR AT THE END OF EACH POUR. ALL SIDEWALKS CONSTRUCTED OVER UTILITY TRENCHES SHALL BE REINFORCED WITH THREE NO. 5 REINFORCING BARS (10' MINIMUM LENGTH). ALL SIDEWALKS CROSSING DRIVEWAYS SHALL BE A MINIMUM OF 6" THICK AND REINFORCED WITH 6X6 #6 WELDED WIRE MESH. ALL SIDEWALKS SHALL BE BROOM FINISHED. IF A MANHOLE FRAME FALLS WITHIN THE LIMITS OF A SIDEWALK, A BOX-OUT SECTION SHALL BE PLACED AROUND THE MANHOLE FRAME WITH A 3/4" EXPANSION JOINT.
8. BACKFILLING ALONG PAVEMENT SHALL BE THE RESPONSIBILITY OF THE EARTHWORK CONTRACTOR.
9. IT SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIAL AND DEBRIS, WHICH RESULTS FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. TESTING OF THE SUB-BASE, BASE COURSE, BINDER COURSE, SURFACE COURSE AND CONCRETE WORK SHALL BE REQUIRED IN ACCORDANCE WITH THE "I.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" CURRENT EDITION, AND IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS OF THE GOVERNING MUNICIPALITY. A QUALIFIED TESTING FIRM SHALL BE EMPLOYED BY THE OWNER TO PERFORM THE REQUIRED TESTS.
11. PAINTED PAVEMENT MARKINGS AND SYMBOLS, OF THE TYPE AND COLOR AS NOTED ON THE CONSTRUCTION PLANS, SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 1-502 OF SAME SPECIFICATIONS.
12. PAINTED PAVEMENT MARKINGS AND SYMBOLS SHALL BE INSTALLED ONLY WHEN THE AMBIENT AIR TEMPERATURE IS 40 DEGREES FAHRENHEIT AND THE FORECAST CALL FOR RISING TEMPERATURES.
13. ALL EXISTING CURB AND PAVEMENT SHALL BE PROTECT DURING CONSTRUCTION. ANY DAMAGE TO THE CURB OR PAVEMENT WILL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
14. ANY SIDEWALK THAT IS DAMAGED OR NOT ADA COMPLIANT, INCLUDING SIDEWALK RAMPS, MUST BE REPLACED PRIOR TO FINAL INSPECTION APPROVAL.



TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

NO.	DATE	NOTES

PREPARED FOR:
JORGE SALGADO
975 STATE ROUTE 31, OSWEGO, IL

975 STATE ROUTE 31 SITE PLAN
GENERAL NOTES & DETAILS

PROJECT NO.	21 501 01	SHEET NO.	4
SCALE:	NTS		
DATE:	5/10/21		OF 4 SHEETS

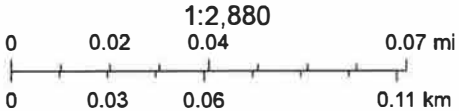
Attachment 4-Aerial



September 22, 2021

 Kendall County Address Points  Parcels

 Ownership Parcel



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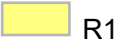

Attachment 5

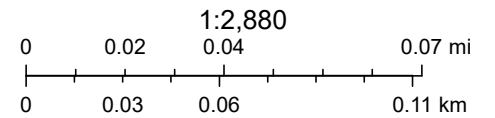


September 22, 2021

 Kendall County Address Points
Parcels
Ownership Parcel

Kendall County Zoning

	A1		M2
	M1		R1
			R3



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