



---

---

**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

---

---

**Petition 23-28**

**Troy M. and Ashley L. Williams**

**Plat of Vacation of a Drainage and Utility Easement  
in Whitetail Ridge Subdivision**

**INTRODUCTION**

A ten foot (10') drainage and utility easement presently exists between Lots 100 and 101 in Whitetail Ridge Subdivision. Troy and Ashley Williams own the subject lots and would like to construct a home in the center of the combined lots.

The Petitioners previously combined the lots into one (1) parcel identification number.

**SITE INFORMATION**

PETITIONER Troy M. and Ashley L. Williams

ADDRESS 7557 and 7583 Clubhouse Drive, Yorkville (Lots 100 and 101 of Whitetail Ridge)

LOCATION Approximately 275 Feet Northwest of Legacy Circle on the West Side of Clubhouse Drive



TOWNSHIP Kendall Township

PARCEL # 05-12-276-011

LOT SIZE 1.5 +/- Acres

EXISTING LAND USE Residential/Vacant

ZONING RPD-2

LRMP	Current Land Use	One-Family Residential and Vacant
	Future Land Use	Rural Residential (Max 0.65 Du/Acre)
	Roads	Clubhouse Drive is a Township Road classified as a Local Road
	Trails	None
	Floodplain/Wetlands	None

REQUESTED ACTION Vacate a Ten Foot (10') Drainage and Utility Easement Between Lots 100 and 101

APPLICABLE REGULATIONS Section 7.06 (Subdivision Control Ordinance)

**SURROUNDING LAND USE**

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within 1/2 Mile
North	Single-Family Residential	RPD-2	Rural Residential (Max 0.65 DU/Acre)	N/A
South	Single-Family Residential and Golf Course	RPD-2 and RPD-2 SU	Rural Residential	N/A
East	Single-Family Residential and Common Area	RPD-2	Rural Residential	N/A
West	Single-Family Residential and Golf Course	RPD-2 and RPD-2 SU	Rural Residential	N/A

The RPD-2 special use is for a golf course.

**ACTION SUMMARY**

**KENDALL TOWNSHIP**

Kendall Township was emailed information on August 17, 2023.

**UNITED CITY OF YORKVILLE**

The United City of Yorkville was emailed information on August 17, 2023. The Yorkville Economic Development Committee reviewed the proposal on September 5, 2023. The Committee had no issues with the request. The email to that effect is included as Attachment 8.

**BRISTOL-KENDALL FIRE PROTECTION DISTRICT**

The Bristol-Kendall Fire Protection District was emailed information on August 17, 2023.

**ZPAC**

ZPAC reviewed the proposal at their meeting on September 5, 2023. It was noted that the combined lots could adequately service one (1) septic system. The utilities had already approved the vacation. Staff was unsure if an access easement had been approved by Kendall Township. ZPAC recommended approval of the proposal by a vote of eight (8) in favor and zero (0) in opposition with

two (2) members absent. The minutes of the meeting are included as Attachment 9.

### **GENERAL**

The application materials are included as Attachment 1. The plat for this area of Whitetail Ridge is included as Attachment 2. The plat of vacation is included as Attachment 3. The topographic information is included as Attachment 4. The grading plan information is included as Attachment 5.

On August 9, 2023, Greg Chismark sent an email stating that he had no objections to the vacation from a drainage perspective. This email is included as Attachment 6.

On August 14, 2023, a representative from the Whitetail Ridge Homeowners' Association submitted an email stating the HOA was agreeable to the requested easement vacation. This email is included as Attachment 7.

The Petitioner contacted several of the utilities and no utilities would be impacted by vacating the easement. The Petitioner secured the signatures from the various utilities on the Mylar copies of the plat of vacation, which was not submitted as part of the application.

### **RECOMMENDATION**

Staff recommends approval of the requested easement vacation provided that the Lots 100 and 101 remain under the same ownership.

The draft ordinance is included as Attachment 10.

### **ATTACHMENTS**

1. Application Materials
2. Plat of Whitetail Ridge (The Subject Property Area Only)
3. Plat of Vacation
4. Topographic Information
5. Grading Information
6. August 9, 2023, Chismark Email
7. August 14, 2023, Whitetail Ridge Homeowners' Association Email
8. September 6, 2023 Yorkville Email
9. September 5, 2023, ZPAC Meeting Minutes
10. Draft Ordinance



**DEPARTMENT OF PLANNING, BUILDING & ZONING**

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

**APPLICATION**

PROJECT NAME \_\_\_\_\_ FILE #: \_\_\_\_\_

<b>NAME OF APPLICANT (Including First, Middle Initial, and Last Name)</b>		
Troy M. Williams		
<b>CURRENT LANDOWNER/NAME(s)</b>		
Troy & Ashley Williams		
<b>SITE INFORMATION</b>	<b>SITE ADDRESS OR LOCATION</b>	<b>ASSESSOR'S ID NUMBER (PIN)</b>
ACRES 1.50	7557 Clubhouse Drive, Yorkville, IL 60560	05-12-276-011
<b>EXISTING LAND USE</b>	<b>CURRENT ZONING</b>	<b>LAND CLASSIFICATION ON LRMP</b>
Vacant Lot	RPD-2	Rural Residential
<b>REQUESTED ACTION (Check All That Apply):</b>		
<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	<input type="checkbox"/> FINAL PLAT	<input checked="" type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.)
AMENDMENT TO A SPECIAL USE ( <input type="checkbox"/> Major; <input type="checkbox"/> Minor)		
<b>1 PRIMARY CONTACT</b>	<b>PRIMARY CONTACT MAILING ADDRESS</b>	<b>PRIMARY CONTACT EMAIL</b>
Troy Williams	[REDACTED]	[REDACTED]
<b>PRIMARY CONTACT PHONE #</b>	<b>PRIMARY CONTACT FAX #</b>	<b>PRIMARY CONTACT OTHER #(Cell, etc.)</b>
[REDACTED]	[REDACTED]	[REDACTED]
<b>2 ENGINEER CONTACT</b>	<b>ENGINEER MAILING ADDRESS</b>	<b>ENGINEER EMAIL</b>
David J. Zientek	[REDACTED]	[REDACTED]
<b>ENGINEER PHONE #</b>	<b>ENGINEER FAX #</b>	<b>ENGINEER OTHER # (Cell, etc.)</b>
[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. THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE DATE OF THE APPLICATION.		
<b>SIGNATURE OF APPLICANT</b>		<b>DATE</b>
[REDACTED]		08/11/2023

FEE PAID: \$ 500.00  
 CHECK #: [REDACTED]

<sup>1</sup>Primary Contact will receive all correspondence from County

<sup>2</sup>Engineering Contact will receive all correspondence from the County's Engineering Consultants



**LEGAL DESCRIPTION OF EASEMENT RELEASE – LOT 100**

THAT PART OF LOT 100 IN WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7; PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8; AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL COUNTY AND NA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 2005 00015985, IN KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

THE SOUTHEAST FIVE FEET, EXCEPTING  
THEREFROM THE NORTHEAST FIFTEEN FEET AND  
THE SOUTHWEST TEN FEET THEREOF.

COMMON ADDRESS: 7557 CLUBHOUSE DRIVE, YORKVILLE, ILLINOIS  
PARCEL INDEX NUMBER: 05-12-276-006

**LEGAL DESCRIPTION OF EASEMENT RELEASE - LOT 101**

THAT PART OF LOT 101 IN WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7; PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8; AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL COUNTY AND NA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 2005 00015985, IN KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

THE NORTHWEST FIVE FEET, EXCEPTING  
THEREFROM THE NORTHEAST FIFTEEN FEET  
AND THE SOUTHWEST TEN FEET THEREOF.

COMMON ADDRESS: 7583 CLUBHOUSE DRIVE, YORKVILLE, ILLINOIS  
PARCEL INDEX NUMBER: 05-12-276-007



Cut on Dotted Line ✂

For future reference, IDFPF is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPF. Your Access ID is [REDACTED]

**202100013822**

DEBBIE GILLETTE  
RECORDER - KENDALL COUNTY, IL  
RECORDED: 6/1/2021 2:46 PM  
REC FEE: 57.00 RHSPS: 10.00  
STATE TAX: 150.00  
COUNTY TAX: 75.00  
PAGES: 2

**WARRANTY DEED**

Statutory (Illinois)

**THE GRANTOR,  
WHITETAIL DEVELOPMENT, LLC,  
an Illinois Limited Liability Company**

of the City of Yorkville  
in the County of Kendall  
and State of Illinois

for and in consideration of Ten and 00/100 Dollars in hand paid, **CONVEYS AND WARRANTS TO:**

Troy Williams and Ashley Rusch

Not as tenants in common but in Joint Tenancy,

whose address is:



all interest in the following described Real Estate situated in the County of Kendall In the State of Illinois, to wit:

LOTS 99, 100 AND 101 OF WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7 PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8 AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

**SUBJECT TO:** Existing easements, covenants, and restrictions of record, and 2021 and subsequent years real estate taxes.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number:  
05-12-276-005  
05-12-276-006  
05-12-276-007

Address of Real Estate:  
7533 Clubhouse Drive, Yorkville, Illinois 60560  
7557 Clubhouse Drive, Yorkville, Illinois 60560  
7583 Clubhouse Drive, Yorkville, Illinois 60560

Return to:  
Wheatland Title Company  
105 W. Veterans Parkway, Yorkville, IL 60560

10/1 sub  
5

# WARRANTY DEED

Statutory (Illinois)

**THE GRANTOR,  
WHITETAIL DEVELOPMENT, LLC,  
an Illinois Limited Liability Company**

of the City of Yorkville  
in the County of Kendall  
and State of Illinois

for and in consideration of Ten and 00/100 Dollars in hand paid, **CONVEYS AND WARRANTS TO:**

Troy Williams and Ashley Rusch

Not as tenants in common but in Joint Tenancy,

whose address is:



all interest in the following described Real Estate situated in the County of Kendall In the State of Illinois, to wit:

LOTS 99, 100 AND 101 OF WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7 PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8 AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

**SUBJECT TO:** Existing easements, covenants, and restrictions of record, and 2021 and subsequent years real estate taxes.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number:  
05-12-276-005  
05-12-276-006  
05-12-276-007

Address of Real Estate:  
7533 Clubhouse Drive, Yorkville, Illinois 60560  
7557 Clubhouse Drive, Yorkville, Illinois 60560  
7583 Clubhouse Drive, Yorkville, Illinois 60560

**Return to:**  
Wheatland Title Company  
105 W. Veterans Parkway, Yorkville, IL 60560

10/1/2023

Dated this 25th day of May, 2021.

WHITE TAIL DEVELOPMENT, LLC

BY: [REDACTED]  
MATTHEW G. BLOCKER, Manager

Warranty Deed - Statutory

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF KENDALL    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Matthew G. Blocker personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 25th day of May, 2021.

[REDACTED]

Notary Public

SEND SUBSEQUENT TAX BILLS TO:  
Troy Williams and Ashley Rusch

[REDACTED]



THIS DOCUMENT PREPARED BY:  
Law Offices of Daniel J. Kramer

[REDACTED]

AFTER RECORDING RETURN TO:  
Attorney Patrick Clancy

[REDACTED]





Declaration ID: [REDACTED]  
 Status: Closing Completed  
 Document No.: Not Recorded

State/County Stamp: Not Issued



**PTAX-203**  
**Illinois Real Estate**  
**Transfer Declaration**

**Step 1: Identify the property and sale information.**

1 7533, 7557 AND 7583 CLUBHOUSE DR  
 Street address of property (or 911 address, if available)  
YORKVILLE 60560-0000  
 City or village ZIP  
Kendall  
 Township

2 Enter the total number of parcels to be transferred. 3

3 Enter the primary parcel identifying number and lot size or acreage

Primary PIN	Lot size or acreage	Acres	No Split Parcel
<u>05-12-276-005</u>	<u>.6</u>	<u>Acres</u>	<u>No</u>

4 Date of instrument: 5/25/2021  
 Date

5 Type of instrument (Mark with an "X."):  Warranty deed  
 Quit claim deed  Executor deed  Trustee deed  
 Beneficial interest  Other (specify):

6  Yes  No Will the property be the buyer's principal residence?

7  Yes  No Was the property advertised for sale?  
 (i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.

Current	Intended
a <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Land/lot only	
b <input type="checkbox"/> Residence (single-family, condominium, townhome, or duplex)	
c <input type="checkbox"/> Mobile home residence	
d <input type="checkbox"/> Apartment building (6 units or less) No. of units: <u>0</u>	
e <input type="checkbox"/> Apartment building (over 6 units) No. of units: <u>0</u>	
f <input type="checkbox"/> Office	
g <input type="checkbox"/> Retail establishment	
h <input type="checkbox"/> Commercial building (specify):	
i <input type="checkbox"/> Industrial building	
j <input type="checkbox"/> Farm	
k <input type="checkbox"/> Other (specify):	

9 Identify any significant physical changes in the property since January 1 of the previous year and enter the date of the change. Date of significant change: \_\_\_\_\_  
 Date  
 Demolition/damage  Additions  Major remodeling  
 New construction  Other (specify):

10 Identify only the items that apply to this sale.

- a  Fulfillment of installment contract year contract initiated : \_\_\_\_\_
- b  Sale between related individuals or corporate affiliates
- c  Transfer of less than 100 percent interest
- d  Court-ordered sale
- e  Sale in lieu of foreclosure
- f  Condemnation
- g  Short sale
- h  Bank REO (real estate owned)
- i  Auction sale
- j  Seller/buyer is a relocation company
- k  Seller/buyer is a financial institution or government agency
- l  Buyer is a real estate investment trust
- m  Buyer is a pension fund
- n  Buyer is an adjacent property owner
- o  Buyer is exercising an option to purchase
- p  Trade of property (simultaneous)
- q  Sale-leaseback
- r  Other (specify):
- s  Homestead exemptions on most recent tax bill:
 

1 General/Alternative	<u>0.00</u>
2 Senior Citizens	<u>0.00</u>
3 Senior Citizens Assessment Freeze	<u>0.00</u>

**Step 2: Calculate the amount of transfer tax due.**

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11 Full actual consideration	11 <u>150,000.00</u>
12a Amount of personal property included in the purchase	12a <u>0.00</u>



Declaration ID: 20210504727127

Status: Closing Completed  
 Document No.: Not Recorded

State/County Stamp: Not Issued

12b	Was the value of a mobile home included on Line 12a?	12b	Yes	<input checked="" type="checkbox"/>	No
13	Subtract Line 12a from Line 11. This is the net consideration for real property	13	150,000.00		
14	Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14	0.00		
15	Outstanding mortgage amount to which the transferred real property remains subject	15	0.00		
16	If this transfer is exempt, identify the provision.	16	b	k	m
17	Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17	150,000.00		
18	Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62)	18	300.00		
19	Illinois tax stamps — multiply Line 18 by 0.50.	19	150.00		
20	County tax stamps — multiply Line 18 by 0.25.	20	75.00		
21	Add Lines 19 and 20. This is the total amount of transfer tax due	21	225.00		

**Step 3: Enter the legal description from the deed.** Enter the legal description from the deed.

LOTS 99, 100 AND 101 OF WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7 PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8 AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

**Step 4: Complete the requested information.**

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

**Seller Information**

WHITETAIL DEVELOPMENT, LLC

Seller's or trustee's name: [Redacted] Seller's trust number (if applicable - not an SSN or FEIN): [Redacted]

Street address (after sale): [Redacted] City: [Redacted] State: [Redacted] ZIP: [Redacted]

Seller's daytime phone: [Redacted] Phone extension: [Redacted] Country: [Redacted]

Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

**Buyer Information**

TROY WILLIAMS AND ASHLEY RUSCH

Buyer's trust number (if applicable - not an SSN or FEIN): [Redacted]

Street address (after sale): [Redacted] City: [Redacted] State: [Redacted] ZIP: [Redacted]

Buyer's daytime phone: [Redacted] Phone extension: [Redacted] Country: USA

Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

**Mail tax bill to:**

Name of company: [Redacted] Street address: [Redacted] City: [Redacted] State: [Redacted] ZIP: [Redacted]

Country: [Redacted]

**Preparer Information**

DANIEL KRAMER - LAW OFFICES OF DANIEL J. KRAMER

HC-2021KL-2443



Declaration ID: [Redacted]

Status: Closing Completed

State/County Stamp: Not Issued

Document No.: Not Recorded

Preparer and company name [Redacted]	Preparer's file number (if applicable) [Redacted]	Escrow number (if applicable) [Redacted]	
Street address [Redacted]	[Redacted]	State [Redacted]	ZIP [Redacted]
Preparer's email address (if available) [Redacted]	Preparer's daytime phone [Redacted]	Phone extension [Redacted]	Country [Redacted]

Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Identify any required documents submitted with this form. (Mark with an "X.")  
 Extended legal description  Form PTAX-203-A  
 Itemized list of personal property  Form PTAX-203-B

<b>To be completed by the Chief County Assessment Officer</b>	
<b>1</b> County _____ Township _____ Class _____ Cook-Minor _____ Code 1 _____ Code 2 _____ <b>2</b> Board of Review's final assessed value for the assessment year prior to the year of sale. Land _____ Buildings _____ Total _____	<b>3</b> Year prior to sale _____ <b>4</b> Does the sale involve a mobile home assessed as real estate? _____ Yes _____ No <b>5</b> Comments _____
<b>Illinois Department of Revenue Use</b>	<b>Tab number</b>



Declaration ID: [REDACTED]  
Status: Closing Completed  
Document No.: Not Recorded

State/County Stamp: Not Issued

---

**Additional parcel identifying numbers and lot sizes or acreage**

Property index number (PIN)	Lot size or acreage	Unit	Split Parcel?
05-12-276-006	.6	Acres	No
05-12-276-007	.6	Acres	No

**Personal Property Table**

Description of Item	Value	Type of Property
---------------------	-------	------------------

TRANSMITTAL FORM

Wheatland Title Company  
105 W. Veterans Parkway  
Yorkville, Illinois 60560  
630-892-2323  
Fax: 630-892-2390

09/30/2021

Attorney Patrick Cleary  
[REDACTED]

WTG File Number:

[REDACTED]

Customer Reference(s): Whitetail Development to Williams/Rusch

Please find the following documents attached to this transmittal:

Document(s):

. Owners Policy



Policy No.: [REDACTED]

## OWNER'S POLICY OF TITLE INSURANCE

Issued by

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

**Any notice of claim and any other notice or statement in writing required to be given 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, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida 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 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.

ALTA Owners Policy [REDACTED]

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





- 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

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Wheatland Title Company



FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:



Randy R. Quirk

President



Attest:

Marjorie Nemzura

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:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - the occupancy, use, or enjoyment of the Land;
  - the character, dimensions or location of any improvement erected on the Land;
  - the subdivision of land; or
  - 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.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters:
  - created, suffered, assumed, or agreed to by the Insured Claimant;
  - 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;
  - resulting in no loss or damage to the Insured Claimant;
  - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 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 fraudulent conveyance or fraudulent transfer; or
  - a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 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:

ALTA Owners Policy



# **Fidelity National Title Insurance Company**

## **POLICY OF TITLE INSURANCE ALTA OWNERS POLICY**

ISSUING AGENT



09/30/2021

Fidelity National Title Insurance Company  
A.L.T.A. OWNERS FORM  
SCHEDULE A

Owner's Policy No.:

Lender's Policy No.:

WTG File No.:

Amount of Insurance: \$150,000.00

Date of Policy: June 01, 2021

1. Name of Insured:

Troy Williams and Ashley Rusch

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Troy Williams and Ashley Rusch

4. The land referred to in the policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

ISSUED BY  
Wheatland Title Company

Law Offices of Daniel J. Kramer

Agent for  
Fidelity National Title Insurance Company

09/30/2021

Fidelity National Title Insurance Company  
A.L.T.A. OWNERS FORM  
- SCHEDULE A -

Owner's Policy No.:  
Lender's Policy No.:  
WTG File No.:

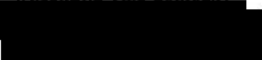


LEGAL DESCRIPTION

LOTS 99, 100 AND 101 OF WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7 PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8 AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

Permanent Tax Number: 05-12-276-005; 05-12-276-006; 05-12-276-007

ISSUED BY:  
Wheatland Title Company



Law Offices of Daniel J. Kramer



Agent for:  
Fidelity National Title Insurance Company

09/30/2021

Fidelity National Title Insurance Company  
A.L.T.A. OWNERS FORM  
SCHEDULE B

Owner's Policy No.:  
Lender's Policy No.:  
WTG File No.:

**EXCEPTIONS FROM COVERAGE**

Except as provided in Schedule B – Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

**PART I**

1. The lien of all taxes for the year 2020 and thereafter.  
PERMANENT TAX NUMBER: 05-12-276-005

PERMANENT TAX NUMBER: 05-12-276-006

PERMANENT TAX NUMBER: 05-12-276-007

2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Building setback line of 30 feet from the Northeasterly lot line; 50 feet from the Southwesterly and 10% of the lot width or 10 feet from the Northwesterly and Southeasterly lot line as shown on the Plat of Subdivision recorded June 9, 2005 as Document Number 200500015985.
7. Easement for Public Utilities and Drainage over and across the Northeasterly 15 feet; the Southwesterly 10 feet; and the Northwesterly and Southeasterly 5 feet of subject property as shown on the Plat of Subdivision recorded June 9, 2005 as

ISSUED BY:  
Wheatland Title Company

Law Offices of Daniel J. Krmer

Agent for:  
Fidelity National Title Insurance Company

09/30/2021

Fidelity National Title Insurance Company  
A.L.T.A. OWNERS FORM  
- SCHEDULE B -

Owner's Policy No.:  
Lender's Policy No.:  
WTG File No.:



Document No. 200500015985.

8. Easement for Public Utilities over and across the Southeasterly 10 feet of subject property as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985.

Note: Affects Lot 99.

9. Easement for Public Utilities over and across the Northwesterly 10 feet of subject property as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985.

Note: Affects Lot 100.

10. Easements and Building Lines as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985.

11. Covenants, conditions, restrictions and easements contained in Declaration of Protective Covenants for Whitetail Ridge Subdivision Homeowners' Association recorded June 9, 2005 as Document No. 200500015992 in the Kendall County Recorder's Office.

Note: See copy for particulars.

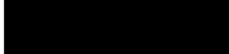
12. Amendment to Declaration of Protective Covenants for Whitetail Ridge Subdivision Homeowners' Association recorded September 16, 2020 as Document Number 202000017966.

Note: See document copy for particulars.

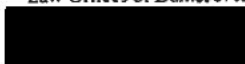
13. By-Laws for Whitetail Ridge Subdivision Homeowners' Association recorded July 1, 2011 as Document No. 201100010720 in the Kendall County Recorder's Office.

14. Terms and conditions contained in Consent to Creation of Special Service Tax Area dated March 16, 2005 and recorded June 9, 2005 as Document No. 200500015986 made by Whitetail Development, LLC recorded in the Kendall

ISSUED BY:  
Whitetail Title Company



Law Offices of Daniel J. Kramer



Agent for  
Fidelity National Title Insurance Company



09/30/2021

Fidelity National Title Insurance Company  
A.L.T.A. OWNERS FORM  
- SCHEDULE B -

Owner's Policy No.:

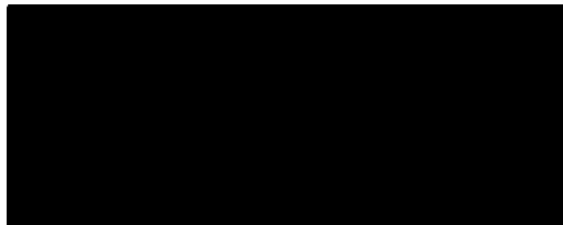
Lender's Policy No.:

WTG File No.:

County Recorder's Office.

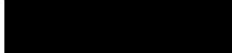
15. Terms and conditions contained in an Ordinance establishing a back-up Special Tax Service Area Number 2005-32 for Whitetail Ridge Subdivision recorded June 9, 2005 as Document No. 200500015987 recorded in the Kendall County Recorder's Office.
16. Terms and conditions contained in an Ordinance Establishing a back-up Special Tax Service Area Number 2005-33 recorded June 9, 2005 as Document No. 200500015988 made by the County of Kendall, recorded in the Kendall County Recorder's Office.
17. Terms and conditions contained in a Grant of Conservation Easement dated May 16, 2005 and recorded June 9, 2005 as Document No. 200500015993 made by Whitetail Development, LLC to Whitetail Ridge Homeowners Association LLC recorded in the Kendall County Recorder's Office.
18. Rights of the public, the State of Illinois, the County, the Township and the Municipality in and to that part of the land, if any, taken or used for road purposes.
19. Rights of way for drainage ditches, tiles, feeders and laterals, if any.
20. The Standard Endorsement is attached hereto and made a part hereof.

- End Schedule B -



Daniel J. Kramer, Authorized Signatory

ISSUED BY:  
Wheatland Title Company



Law Offices of Daniel J. Kramer



Agent for:  
Fidelity National Title Insurance Company

# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## ENDORSEMENT - STANDARD

Attached to Policy No. [REDACTED]

File No. [REDACTED]

Effective Date: June 1, 2021

The Policy is hereby amended in the following manner:

Standard Exceptions 2 & 5 on Schedule B of this Policy are hereby waived.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

- (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.

#### **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.

ALTA Owners 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.

(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.

**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 therefore 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 FIDELITY NATIONAL TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

25-4

ALTA Owners Policy





## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see “Choices with Your Information” to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an “opt out” request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the “California Privacy” link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the

mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law. to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice: Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information: Contact Us**

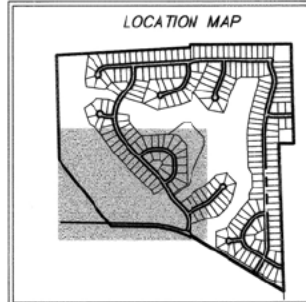
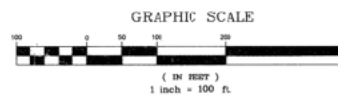
If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

PLAT OF SUBDIVISION  
**WHITETAIL RIDGE**  
 A SUBDIVISION OF PART OF SECTION 12-36-7, PART OF SECTION 7-36-8, AND  
 PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL &  
 NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS

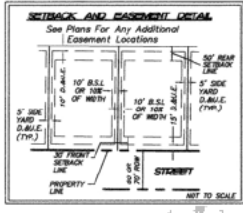
**SMITH ENGINEERING CONSULTANTS**  
 CIVIL/STRUCTURAL ENGINEERS AND SURVEYORS  
 709 JOHN STREET  
 YORKVILLE, ILLINOIS 62458  
 PH 630-593-7500 FAX 630-583-7646  
 www.smitheng.com  
 \*MORRIS \*HUNTLEY \*YORKVILLE  
 ILLINOIS PROFESSIONAL DESIGN FIRM # 02-0000000  
 COMP. FILE: 040039-d.dwg  
 PLOT FILE: STANDARD  
 PLOT DATE: 04/03/05

CURVE TABLE				
E	LENGTH	RADIUS	Bearing	Chord
01	22.52	275.00	N53°36'21"E	92.09
02	46.98	275.00	N39°04'22"E	46.92
03	115.50	275.00	S76°39'14"E	114.65
04	124.73	275.00	N09°49'47"E	123.66
05	228.15	275.00	N46°35'27"E	221.66
06	252.11	275.00	S81°56'53"W	243.38
07	453.21	275.00	S11°31'43"E	403.64
08	300.76	275.00	N30°02'21"E	296.00
09	431.97	275.00	N46°17'54"W	388.91
10	192.46	275.00	S68°10'36"W	188.56
11	121.29	415.00	S83°24'55"E	120.86
12	108.87	275.00	N11°05'20"E	108.16
13	108.02	275.00	S11°07'39"W	107.33
14	144.19	250.00	S75°15'54"E	142.20
16	75.44	750.00	S87°22'17"E	75.41
17	75.44	750.00	N87°22'17"W	75.41
18	216.62	1000.00	S63°32'29"W	216.20
19	82.91	500.00	N82°05'09"E	82.81
20	181.86	250.00	S65°59'46"W	177.88
21	95.16	100.00	S17°53'41"W	91.61
22	239.36	415.00	N14°44'06"E	236.06
23	63.85	415.00	S82°37'09"W	63.78
24	57.45	415.00	S10°59'31"W	57.40
25	302.34	415.00	N85°54'48"W	295.70
26	192.07	415.00	S13°31'52"E	190.36
27	515.73	415.00	N89°41'46"W	481.18
28	120.97	415.00	S36°58'48"E	120.55
29	122.70	415.00	N37°05'57"W	122.25
30	72.90	1000.00	S43°28'51"E	72.88
31	104.52	700.00	S01°28'40"W	952.48
32	344.13	415.00	N87°35'32"E	334.36
33	108.87	275.00	N11°05'20"E	108.16



200900015945  
 Filed for Record in  
 KENDALL COUNTY, ILLINOIS  
 PAUL R. ANDERSON  
 6-9-2005 at 09:30 AM  
 PLOT OF S18

Slot 1349



PLAT OF SUBDIVISION  
**WHITETAIL RIDGE**  
 KENDALL COUNTY, ILLINOIS

10	C.D.	06/07/05	DWN BY:	INT.	DATE:	PROJ. NO.
1	C.D.	05/25/05	JSS		11/12/04	0400...
8	C.D.	05/13/05				SHEET
7	JSS	04/19/05				
6	JSS	04/07/05				
<b>REVISIONS</b>						
1	JSS	07/12/04				
2	JSS	07/28/05				
3	DWS	02/16/05				
4	DWS	02/16/05				
5	DWS	03/07/05				
		DWN BY:		INT.	DATE:	PROJ. NO.
		CHK BY:		INT.	HORIZ SCALE:	SHEET
		CLD		INT.	VERT SCALE:	3 OF

ED LANDS

OUTLOT H  
 HEREBY CONVEYED  
 TO D.O.T.

ILLINOIS ROUTE 126

# PLAT OF EASEMENT RELEASE

### COUNTY BOARD

STATE OF ILLINOIS) SS.  
COUNTY OF KENDALL)  
APPROVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS THIS  
DAY OF 20

COUNTY CLERK CHAIRMAN OF COUNTY BOARD

### OWNER'S CERTIFICATE

STATE OF )  
COUNTY OF KENDALL) SS.  
THIS IS TO CERTIFY THAT IS/ARE THE OWNER(S)  
OF THE PROPERTY DESCRIBED HEREON AND DO(ES) WILLINGLY ACCEPT AND  
APPROVE THE EASEMENT RELEASE AND GRANT AS DESCRIBED HEREON.  
DATED AT ILLINOIS, THIS DAY OF  
A.D., 20  
BY: ATTEST:

### NOTARY'S CERTIFICATE

STATE OF ILLINOIS) SS.  
COUNTY OF KENDALL)  
I, A NOTARY PUBLIC IN AND FOR  
STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT,  
PERSONALLY KNOWN TO BE TO BE THE SAME  
PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE,  
APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF  
THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR THE USES AND  
PURPOSES THEREIN SET FORTH AS HIS OR THEIR FREE VOLUNTARY ACT.  
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF  
A.D., 20  
NOTARY PUBLIC

### COUNTY RECORDER

STATE OF ILLINOIS) SS.  
COUNTY OF KENDALL)  
THIS INSTRUMENT NO. WAS FILED FOR RECORD IN THE  
RECORDER'S OFFICE OF KENDALL COUNTY AFORESAID ON THE DAY OF  
20 AT O'CLOCK IN THE BOOK OF  
PLATS OF PAGE  
KENDALL COUNTY RECORDER

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS.  
COUNTY OF DUPAGE)  
THIS IS TO CERTIFY THAT I, LARRY C. POCIASK, AN ILLINOIS  
PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE PLAT OF  
EASEMENT RELEASE FOR THE PROPERTY DESCRIBED HEREON.  
GIVEN UNDER MY HAND AND SEAL THIS 19<sup>TH</sup> DAY OF JULY A.D., 2023  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO.  
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2023  
PROFESSIONAL DESIGN FIRM LICENSE NO.:  
EXPIRATION DATE IS APRIL 30, 2023.

### COMMONWEALTH EDISON COMPANY

THE RELEASE OF THE EASEMENTS SHOWN HEREON  
ARE APPROVED AND ACCEPTED, THIS DAY OF  
A.D., 20

BY: SIGNATURE

PRINT NAME

TITLE:

### AMERITECH

THE RELEASE OF THE EASEMENTS SHOWN HEREON  
ARE APPROVED AND ACCEPTED, THIS DAY OF  
A.D., 20

BY: SIGNATURE

PRINT NAME

TITLE:

### COMCAST

THE RELEASE OF THE EASEMENTS SHOWN HEREON  
ARE APPROVED AND ACCEPTED, THIS DAY OF  
A.D., 20

BY: SIGNATURE

PRINT NAME

TITLE:

### NICOR

THE RELEASE OF THE EASEMENTS SHOWN HEREON  
ARE APPROVED AND ACCEPTED, THIS DAY OF  
A.D., 20

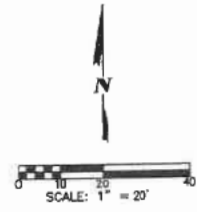
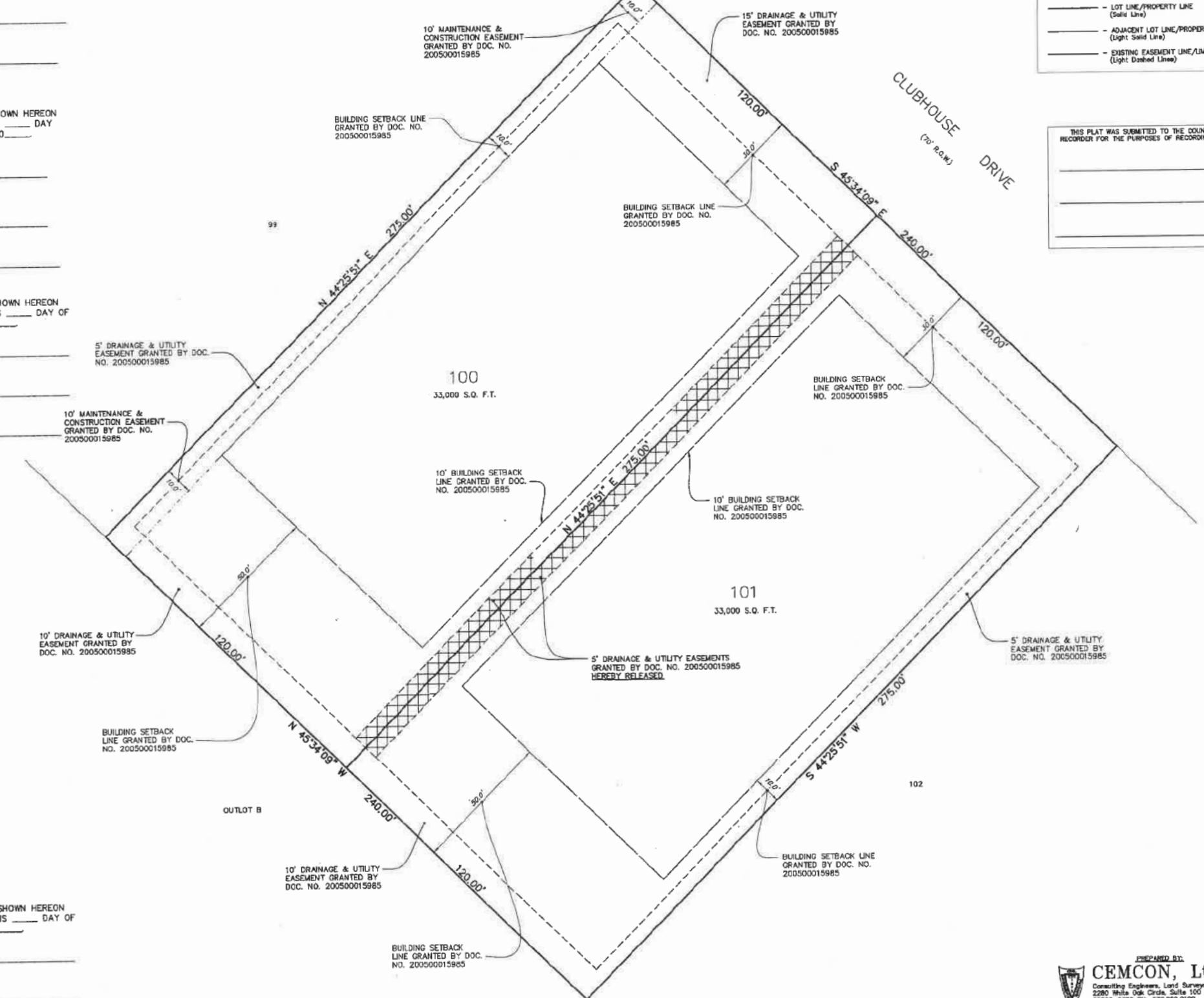
BY: SIGNATURE

PRINT NAME

TITLE:

LOTS 100 AND 101 OF WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART  
OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7 TOWNSHIP  
36 NORTH, RANGE 8 AND PART OF THE FORMER WAISH-KEE-SHAW  
RESERVATION, IN KENDALL COUNTY AND NA-AU-SAY TOWNSHIPS, ACCORDING  
TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 2005  
00015985, IN KENDALL COUNTY, ILLINOIS.

COMMON ADDRESS: 7557 CLUBHOUSE DRIVE, YORKVILLE, ILLINOIS  
7583 CLUBHOUSE DRIVE, YORKVILLE, ILLINOIS  
PARCEL INDEX NUMBER: 05-12-278-006  
05-12-278-007



**LEGEND**  
- LOT LINE/PROPERTY LINE (Solid Line)  
- ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)  
- EXISTING EASEMENT LINE/LIMITS (Light Dashed Line)

THIS PLAT WAS SUBMITTED TO THE COUNTY  
RECORDER FOR THE PURPOSES OF RECORDING BY:

PREPARED BY:  
**CEMCON, Ltd.**  
Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100 Aurora, Illinois  
60502-9875 PH: 630.862.2100 FAX: 630.862.2199  
E-Mail: info@cemcon.com Website: www.cemcon.com  
DRAWN BY: JPH FILE NAME: EASEMENT RELEASE  
COMPLETION DATE: 3/14/2022 JOB NO.: 7599.100  
PROJECT REFERENCE:  
REVISED 4-29-2022 ADDED NICOR CERTIFICATION

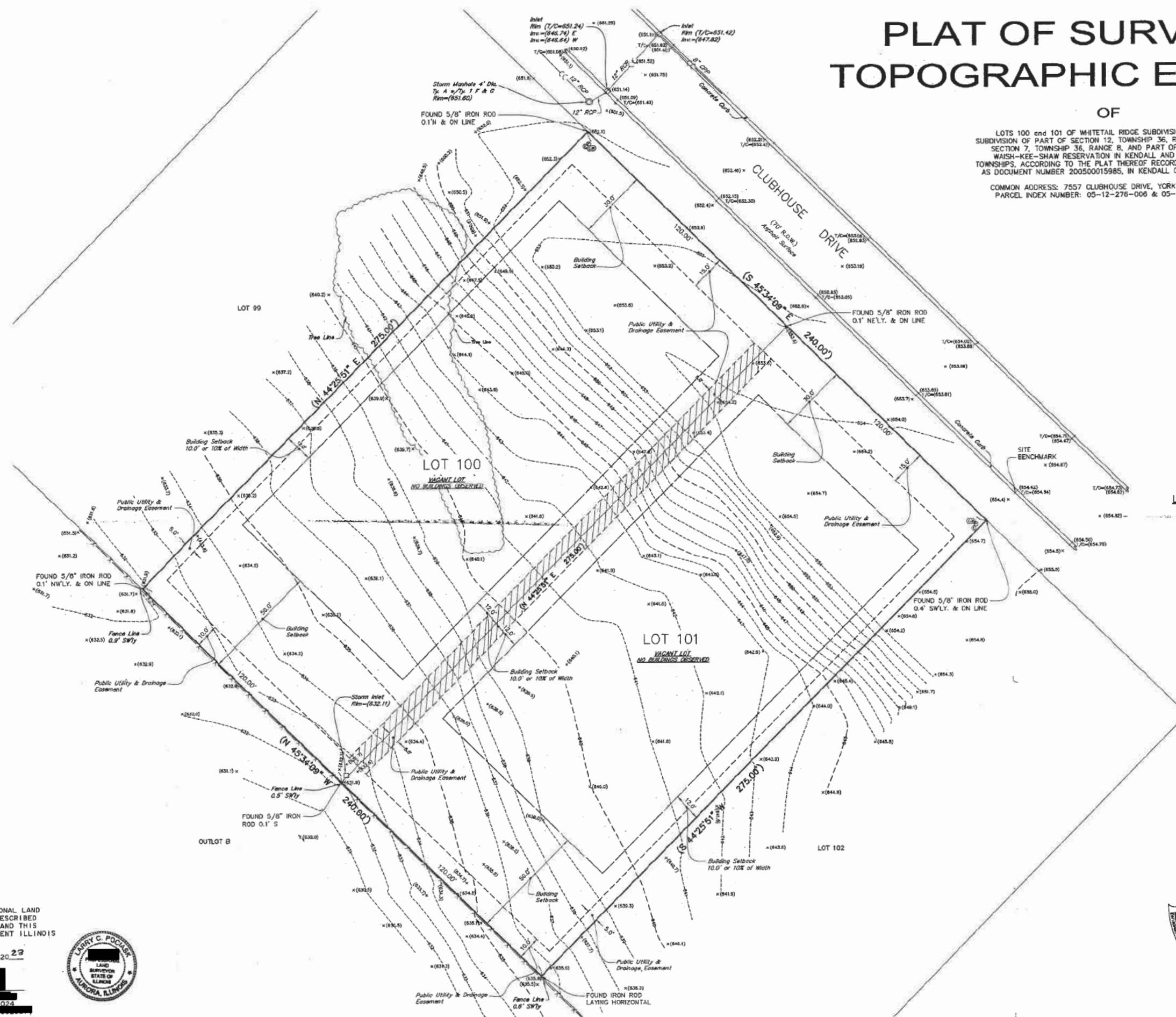
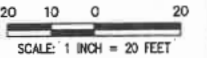


# PLAT OF SURVEY/ TOPOGRAPHIC EXHIBIT

OF

LOTS 100 and 101 OF WHITETAIL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36, RANGE 7, PART OF SECTION 7, TOWNSHIP 36, RANGE 8, AND PART OF THE FORMER WASH-KEE-SHAW RESERVATION IN KENDALL AND NA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 200500015985, IN KENDALL COUNTY, ILLINOIS.

COMMON ADDRESS: 7557 CLUBHOUSE DRIVE, YORKVILLE, ILLINOIS  
PARCEL INDEX NUMBER: 05-12-276-006 & 05-12-276-007



### BENCHMARKS

ELEVATION REFERENCE MARKS  
KENDALL COUNTY BM DK8241 - FLANGE ENCASED ROD LOCATED ALONG THE WESTERN RIGHT OF WAY OF ORCHARD ROAD BETWEEN OGDEN AVENUE AND THE FOX RIVER.  
ELEVATION = 608.0 (NAVD 88)

PROJECT ELEVATION REFERENCE MARKS  
SITE BENCHMARK:  
CROSS CUT IN TOP OF CONCRETE CURB NEAR THE EASTERN MOST CORNER OF SUBJECT PROPERTY, AS SHOWN HEREON.  
ELEVATION = 654.43 (NAVD 88)

### SURVEYOR'S NOTES

REFER TO YOUR DEED, ABSTRACT, TITLE POLICY AND LOCAL BUILDING AND ZONING ORDINANCE FOR ITEMS NOT SHOWN HEREON.

THE BEARINGS SHOWN HEREON ARE BASED UPON A LOCAL COORDINATE SYSTEM.

MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DIMENSIONS ENCLOSED IN ( ) INDICATE RECORD OR DEED DATA. ALL OTHER DIMENSIONS ARE MEASURED OR RECORD EQUALS MEASURED.

SURVEYED AREA LOT 100 : 33,000± SQ. FT.  
SURVEYED AREA LOT 101 : 33,000± SQ. FT.

FIELD WORK COMPLETED ON DECEMBER 28, 2022.

### NOTES

BOUNDARY INFORMATION BASED ON BOUNDARY SURVEY PERFORMED BY CEMCON, LTD. ON DECEMBER 28, 2022.

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND DRAWINGS IN SURVEYOR'S POSSESSION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

LOCATING AND MEASURING INDIVIDUAL TREES ON THIS PROPERTY WERE NOT INCLUDED IN THE SCOPE OF OUR SERVICES.

STATE OF ILLINOIS )  
                          ) SS.

I, LARRY C. POCIASK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY WAS SURVEYED UNDER MY DIRECTION AND THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 4<sup>TH</sup> DAY OF August, A.D., 20 23



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. [REDACTED]  
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2024  
PROFESSIONAL DESIGN FIRM LICENSE NO. [REDACTED]  
EXPIRATION DATE IS APRIL 30, 2023

### LINE/SYMBOL/ABBREVIATION LEGEND

- BOUNDARY LIMITS
- ADJACENT PROPERTY OR R.O.W. LINE
- BUILDING LINE (Long Dashed Lines)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
- R.O.W. RIGHT OF WAY
- (XXX.XX) ELEV. TO HUNDRETH IN PARENTHESIS INDICATES EXISTING LITHODAL SURFACE ELEVATIONS (UNLESS OTHERWISE INDICATED)
- (XXX.X) ELEV. TO TENTH INDICATES EXISTING NON-LITHODAL SURFACE ELEVATIONS
- UNDERGROUND STORM LINE
- x- FENCE
- d SIGN
- ⊙ STORM MANHOLE
- CATCH BASIN
- INLET
- ▷ FLARED END SECTION
- ▶ GAS MARKER POST
- ⊙ ELECTRIC PEDESTAL
- ⊙ CABLE TV PEDESTAL
- ⊙ TELEPHONE PEDESTAL
- CONCRETE SURFACE UNLESS OTHERWISE NOTED
- ▨ EASEMENT RELEASED PER DOCUMENT NO. [REDACTED]

PREPARED BY:  
**CEMCON, Ltd.**  
Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100 Aurora, Illinois  
60502-9675 PH: 630.862.2100 FAX: 630.862.2199  
E-Mail: info@cemcon.com Website: www.cemcon.com

DISC NO.: FILE NAME: FILE NAME  
DRAWN BY: RCC FLD. BK. / PG. NO.: BK./PG.  
COMPLETION DATE: 01-04-23 JOB NO.: 7599.100  
PROJECT REFERENCE:  
REVISIONS: 1-10-23 PER LP REVIEW  
CHECKED BY:



August 7, 2023

Kendall County  
111 W. Fox Street  
Yorkville, IL 60560-1498

Attn: Matthew H. Asselmeier, AICP, CFM  
Director, Kendall County Planning, Building and Zoning

Re: Lots 100 – 101 White Tail Ridge  
Easement Vacation

Dear Mr. Asselmeier,

The owner/developer of lots 100 and 101 of White Tail Ridge is electing to build one house on both lots. The proposed home will be built across the common property line and therefore requires the two 5-foot (total 10 feet) drainage and utility easements to be vacated.

The grading plan prepared for the new home maintains the drainage patterns from the master development plan with runoff directed around the home from the front of the property to the rear. No additional storm water runoff from other lots is directed to the common property line. The design presented does not require the easements and continues to provide proper storm water runoff route for the specific lots as well as the subdivision.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

A large black rectangular redaction box covering the signature area.

Joseph P. Hammer, PE

N:\Tech\2023\0579\KendallCo\_LT\_JPH\_EasementVacation\_08-07-23.docx

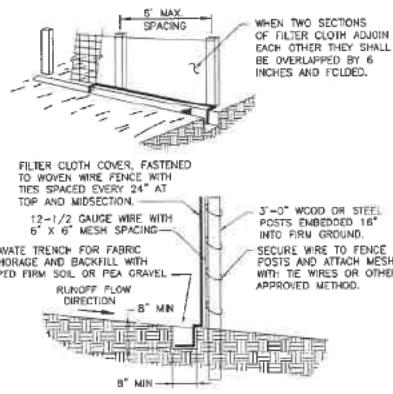


# DETAILED GRADING PLAN

LEGAL DESCRIPTION  
 LOT 100 & 101 IN WHITEL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12,  
 TOWNSHIP 36 NORTH, RANGE 7, AND PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8 EAST OF  
 THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN  
 KENDALL AND WA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 2005  
 AS DOCUMENT NO. 200500919985, IN KENDALL COUNTY, ILLINOIS.  
 LOCAL MAILING ADDRESS:  
 7557 CLUBHOUSE DRIVE  
 YORKVILLE, ILLINOIS  
 PIN 05-12-276-011

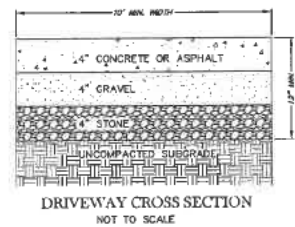


TOP OF FOUNDATION ELEVATIONS	
LETTER	STEP ELEVATION
A	655.00
B	655.00 654.00
C	654.00 653.00
D	653.00 652.00
E	652.00 651.00
F	651.00 650.00
G	650.00 649.00
H	649.00 648.00
I	648.00 647.00
J	647.00 646.00
K	646.00 645.33
L	645.33 647.00
M	647.00 648.00
N	648.00 649.00
O	649.00 650.00
P	650.00 651.00
Q	651.00 652.00
R	652.00 652.50
S	652.50 653.00
T	653.00 654.00
U	654.00 655.00
V	655.00
W	655.00



- NOTES FOR SILT FENCE
1. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL SHALL BE REMOVED WHEN BULGES DEVELOP IN THE SILT FENCE.
  2. FILTER CLOTH SHALL BE FILTER X, MIRAFI 100X, STABILINKA T140X, OR EQUAL.
  3. PREFABRICATED UNIT SHALL BE GEOFAB, ENVROFENCE, OR EQUAL.

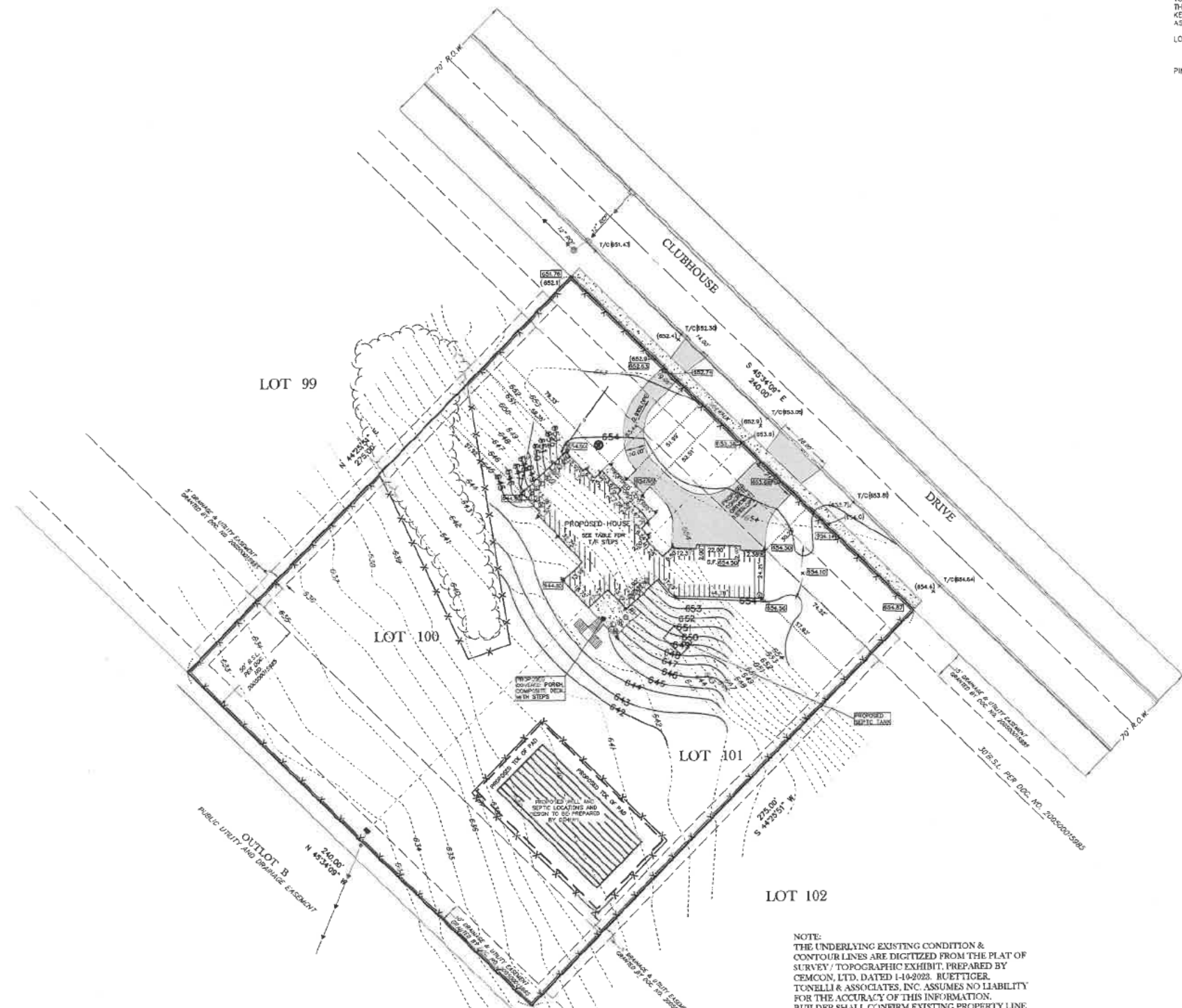
**SILT FENCE INSTALLATION**  
 NOT TO SCALE



**THIS IS NOT A BOUNDARY SURVEY**

ALL DOWNSPOUTS SHALL BE BURIED AND CONNECTED TO BUBBLERS

- NOTES:
1. GRADE SLOPES NOT TO EXCEED 4 TO 1.
  2. BRKF FOOTINGS AS REQUIRED TO PROVIDE ADEQUATE FROST PROTECTION.
  3. DROP SIDING OR DRICK AS REQUIRED TO A MINIMUM OF 0.5' ABOVE GRADE.
  4. DRIVEWAY SLOPES NOT TO EXCEED 10%.
  5. EROSION CONTROL TO BE APPLIED PER THE ILLINOIS PROCEDURES FOR URBAN SOIL EROSION AND SEDIMENTATION CONTROL MANUAL, LATEST EDITION.



LEGEND

meas.	MEASURED
rec.	RECORDED
calc.	CALCULATED
●	FOUND SURVEY MONUMENT
■	SET 6" REBAR UNLESS OTHERWISE NOTED
---	SUBJECT BOUNDARY LINE
---	ADJACENT BOUNDARY LINE
---	EASEMENT LINE
---	BUILDING SETBACK LINE
---	DRAINAGE & UTILITY EASEMENT
---	B.S.L.
---	EXISTING CONTOUR
---	EXISTING ELEVATION
---	EXISTING TREE LINE
---	STORM SEWER LINE
○	STORM STRUCTURE
○	TOP OF CURB
○	TOP OF FOUNDATION
(XXX.X)	EXISTING ELEVATION FOR PLAT OF SURVEY / TOPOGRAPHIC EXHIBIT BY CEMCON, LTD. REVISED 01-10-2023
(XXX.X)	PROPOSED ELEVATION
---	FLOW LINE
---	PROPOSED SWMP LINE
---	PROPOSED EROSION CONTROL FENCE
---	PROPOSED CONTOUR
---	PROPOSED GAS SERVICE LINE
---	PROPOSED ELECTRIC SERVICE LINE
---	PROPOSED WATER WELL (BY OTHERS)
---	PROPOSED DOWNSPOUT

NOTE:  
 THE UNDERLYING EXISTING CONDITION & CONTOUR LINES ARE DIGITIZED FROM THE PLAT OF SURVEY / TOPOGRAPHIC EXHIBIT, PREPARED BY CEMCON, LTD. DATED 1-10-2023. RUETTIGER, TONELLI & ASSOCIATES, INC. ASSUMES NO LIABILITY FOR THE ACCURACY OF THIS INFORMATION. BUILDER SHALL CONFIRM EXISTING PROPERTY LINE GRADES AND ENSURE SLOPES LESS THAN 4:1 ARE ACCEPTABLE PRIOR TO ANY CONSTRUCTION.

BENCHMARKS:

SITE BENCHMARK:	
CUT "X" IN TOP OF CURB APPROXIMATE CENTER OF LOT 99	ELEVATION: 648.37
CUT "X" IN TOP OF CURB APPROXIMATE CENTER OF LOT 101	ELEVATION: 653.87
CUT "X" IN TOP OF CURB AT LOTS 133 AND 134	ELEVATION: 658.90

LOTS 100 & 101 AREA = ±66,000 S.F.  
 BUILDING FOOTPRINT AREA = ±4,175 S.F.

REVISIONS

No.	DATE	DESCRIPTION	BY
1	7-25-2023	REVISED PER NEW PIN AND ADDRESS	ESM
2	7-26-2023	REVISED PER BUILDER COMMENT	DLZ

**RT & A** Ruettiger, Tonelli & Associates, Inc.  
 Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants  
 129 CAPITOLA DRIVE • SHOREWOOD, ILLINOIS 60404  
 PH: (815) 744-6000 FAX: (815) 744-0191  
 website: www.ruettiger.com

DATE: 7-19-2023 SCALE: 1" = 30' DRAWN BY: ESM CHECKED BY: DLZ  
 PREPARED FOR: KING'S COURT BUILDERS, INC. FIELD BOOK: PAGE:  
 PO BOX 5070 HAPERVILLE, ILLINOIS 60567-5070 DRAWING No.: 323-0579-GP  
 DRAWING TITLE: DETAILED GRADING PLAN

I, DAVID J. ZIENIEK, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF ILLINOIS, HEREBY CERTIFY THAT THIS DETAILED GRADING PLAN HAS BEEN PREPARED UNDER MY SUPERVISION BY RUETTIGER, TONELLI & ASSOCIATES, INC. ILLINOIS PROFESSIONAL DESIGN FIRM No. [REDACTED]  
 DATED THIS 18th DAY OF JULY, 2023  
 DAVID J. ZIENIEK, P.E. (EXPIRES 11-30-2023)  
 TO ENSURE AUTHENTICITY OF THIS DRAWING, IT MUST BEAR THE EMBOSSED SEAL OF THE DESIGN FIRM OR PROFESSIONAL LICENSEE WHO PREPARED THIS DRAWING.

ANY DISCREPANCY IN MEASUREMENT DISCOVERED UPON THE GROUND SHOULD BE PROMPTLY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.  
 FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, CONTRACTS AND ZONING ORDINANCES.

**Matt Asselmeier**

---

**From:** Greg Chismark <gchismark@wbkengineering.com>  
**Sent:** Wednesday, August 9, 2023 11:37 AM  
**To:** Matt Asselmeier  
**Cc:** Seth Wormley  
**Subject:** RE: [External]7557 Clubhouse Drive - Lot Consolidation

Matt,

I see no drainage issues with the consolidation of these lots. I reviewed the subdivision plans as well as County topo and have no objection to approving the request to vacate the easement.

Greg

**Greg Chismark, PE**  
President  
Direct: (630) 338-8527 | Main: (630) 443-7755  
[gchismark@wbkengineering.com](mailto:gchismark@wbkengineering.com)

WBK Engineering, LLC  
116 W. Main Street, Suite 201, St. Charles, IL 60174  
*WBK is now a certified Disadvantaged Business Enterprise*

*Part of Bodwé Professional Services*

**From:** Matt Asselmeier <masselmeier@kendallcountyil.gov>  
**Sent:** Monday, August 7, 2023 6:02 PM  
**To:** Greg Chismark <gchismark@wbkengineering.com>  
**Cc:** Seth Wormley <swormley@kendallcountyil.gov>  
**Subject:** FW: [External]7557 Clubhouse Drive - Lot Consolidation

Greg:

The owners of the subject property would like to vacate the drainage and utility easement between the two lots and construct a new house in the middle of the combined lots.

From a drainage perspective, do you see any issues.

Thanks,

Matthew H. Asselmeier, AICP, CFM  
Director  
Kendall County Planning, Building & Zoning  
111 West Fox Street  
Yorkville, IL 60560-1498  
PH: 630-553-4139  
Fax: 630-553-4170

---

**Matt Asselmeier**

---

**From:** Debbie Mika [REDACTED]  
**Sent:** Monday, August 14, 2023 5:09 PM  
**To:** Matt Asselmeier  
**Subject:** [External]Re: 7557 Clubhouse

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Matt,

No issues, thanks for checking!

Debbie Mika

---

**From:** Matt Asselmeier <masselmeier@kendallcountyil.gov>  
**Sent:** Monday, August 14, 2023 10:21 AM  
**To:** Debbie Mika [REDACTED]  
**Subject:** 7557 Clubhouse

Debbie:

The County received a request from Troy Williams to vacate a public utility and drainage easement between Lots 100 and 101 in Whitetail Ridge in order to be able to construct a house in the middle of the combined lots.

Does the HOA have any objections to this vacation?

Thanks,

Matthew H. Asselmeier, AICP, CFM  
Director  
Kendall County Planning, Building & Zoning  
111 West Fox Street  
Yorkville, IL 60560-1498  
PH: 630-553-4139  
Fax: 630-553-4179

## Matt Asselmeier

---

**From:** Krysti Barksdale-Noble <[knoble@yorkville.il.us](mailto:knoble@yorkville.il.us)>  
**Sent:** Wednesday, September 6, 2023 10:57 AM  
**To:** Matt Asselmeier  
**Subject:** RE: [External]RE: Kendall County Zoning Petition 23-28

They were supportive. No issues. Sorry, I am working from home today.

**From:** Matt Asselmeier <[masselmeier@kendallcountyil.gov](mailto:masselmeier@kendallcountyil.gov)>  
**Sent:** Wednesday, September 6, 2023 8:22 AM  
**To:** Krysti Barksdale-Noble <[knoble@yorkville.il.us](mailto:knoble@yorkville.il.us)>  
**Subject:** RE: [External]RE: Kendall County Zoning Petition 23-28

Krysti:

Did the Committee issue a recommendation?

Thanks,

Matthew H. Asselmeier, AICP, CFM  
Director  
Kendall County Planning, Building & Zoning  
111 West Fox Street  
Yorkville, IL 60560-1498  
PH: 630-553-4139  
Fax: 630-553-4179

**From:** Krysti Barksdale-Noble <[knoble@yorkville.il.us](mailto:knoble@yorkville.il.us)>  
**Sent:** Tuesday, September 5, 2023 10:51 AM  
**To:** Matt Asselmeier <[masselmeier@kendallcountyil.gov](mailto:masselmeier@kendallcountyil.gov)>  
**Subject:** RE: [External]RE: Kendall County Zoning Petition 23-28

Thanks. I foresee no issues either.

**From:** Matt Asselmeier <[masselmeier@kendallcountyil.gov](mailto:masselmeier@kendallcountyil.gov)>  
**Sent:** Tuesday, September 5, 2023 10:20 AM  
**To:** Krysti Barksdale-Noble <[knoble@yorkville.il.us](mailto:knoble@yorkville.il.us)>  
**Subject:** FW: [External]RE: Kendall County Zoning Petition 23-28

FYI

ZPAC recommended approval of the request.

Thanks,

Matthew H. Asselmeier, AICP, CFM  
Director  
Kendall County Planning, Building & Zoning

**ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC)  
September 5, 2023 – Unapproved Meeting Minutes**

PBZ Chairman Seth Wormley called the meeting to order at 9:00 a.m.

Present:

Matt Asselmeier – PBZ Department  
David Guritz – Forest Preserve  
Brian Holdiman – PBZ Department  
Fran Klaas – Highway Department  
Commander Jason Langston – Sheriff's Department  
Alyse Olson – Soil and Water Conservation District  
Aaron Rybski – Health Department  
Seth Wormley – PBZ Committee Chair

Absent:

Meagan Briganti – GIS Department  
Greg Chismark – WBK Engineering, LLC

Audience:

Troy Williams

**AGENDA**

Mr. Guritz made a motion, seconded by Commander Langston, to approve the agenda as presented.

With a voice vote of eight (8) ayes, the motion carried.

**MINUTES**

Mr. Guritz made a motion, seconded by Mr. Klaas, to approve the August 1, 2023, meeting minutes.

With a voice vote of eight (8) ayes, the motion carried.

**PETITIONS**

**Petitions 23-28 Troy M. and Ashley L. Williams**

Mr. Asselmeier summarized the request.

A ten foot (10') drainage and utility easement presently exists between Lots 100 and 101 in Whitetail Ridge Subdivision. Troy and Ashley Williams own the subject lots and would like to construct a home in the center of the combined lots.

The Petitioners previously combined the lots into one (1) parcel identification number.

The property address is 7557 and 7583 Clubhouse Drive, Yorkville.

The property is approximately one point five (1.5) acres in size.

The property is zoned RPD-2.

The current land use is One-Family Residential and Vacant.

The future land use is Rural Residential (Max 0.65 Du/Acre).

Clubhouse Drive is a Township Road classified as a Local Road.

There are no trails planned in the area.

There are no floodplains or wetlands on the property.

The adjacent land uses are single-family residential, golf course, and common area.

The adjacent properties are zoned RPD-2 and RPD-2 SU.

The future land use for the area is Rural Residential (Max 0.65 Du/Acre).

The RPD-2 special use is for a golf course.

Kendall Township was emailed information on August 17, 2023.

The United City of Yorkville was emailed information on August 17, 2023.

The Bristol-Kendall Fire Protection District was emailed information on August 17, 2023.

The application materials, the plat for this area of Whitetail Ridge, the plat of vacation, the topographic information, and the grading plan information were provided.

On August 9, 2023, Greg Chismark sent an email stating that he had no objections to the vacation from a drainage perspective. This email was provided.

On August 14, 2023, a representative from the Whitetail Ridge Homeowners' Association submitted an email stating the HOA was agreeable to the requested easement vacation. This email was provided.

The Petitioner contacted several of the utilities and no utilities would be impacted by vacating the easement. The Petitioner secured the signatures from the various utilities on the Mylar copies of the plat of vacation, which was not submitted as part of the application.

Staff recommended approval of the requested easement vacation provided that the Lots 100 and 101 remain under the same ownership.

Mr. Rybski noted that the lots individually were large enough for individual septic fields. Combining the lots would not negatively impact septic systems.

Mr. Klaas asked if the lots were vacant. Mr. Asselmeier responded the lots were vacant.

Mr. Klaas asked if any utilities were located in the easement. Mr. Asselmeier said the utility companies have signed the plat approving the vacation. Mr. Asselmeier was unsure if access approval had been granted by the Township.

Mr. Rybski made a motion, seconded by Mr. Klaas, to recommend approval of the vacation with the conditions proposed by Staff.

The votes were follows:

Ayes (8): Asselmeier, Guritz, Klaas, Holdiman, Langston, Olson, Rybski, and Wormley

Nays (0): None

Abstain (0): None

Absent (2): Briganti and Chismark

The motion passed.

The Yorkville Economic Development will be reviewing the request at their September 5, 2023, meeting.

The proposal goes to the Kendall County Planning, Building and Zoning Committee on September 11, 2023.

**REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD**

None

**OLD BUSINESS/NEW BUSINESS**

None

**CORRESPONDENCE**

None

**PUBLIC COMMENT**

None

**ADJOURNMENT**

Mr. Guritz made a motion, seconded by Mr. Rybski, to adjourn.

With a voice vote of eight (8) ayes, the motion carried.

The ZPAC, at 9:04, adjourned.

Respectfully Submitted,  
Matthew H. Asselmeier, AICP, CFM  
Director

State of Illinois  
County of Kendall

Zoning Petition  
#23-28

**ORDINANCE NUMBER 2023-\_\_\_\_\_**

**APPROVING A PLAT OF VACATION OF TWO FIVE FOOT DRAINAGE AND UTILITY  
EASEMENTS ON THE COMMON BOUNDARY LINES OF LOTS 100 AND 101 OF  
WHITETAIL RIDGE SUBDIVISION MORE COMMONLY KNOWN AS 7557 AND 7583  
CLUBHOUSE DRIVE AND IDENTIFIED BY PARCEL IDENTIFICATION  
NUMBER 05-12-276-011 IN KENDALL TOWNSHIP**

*WHEREAS*, Section 7.06 of the Kendall County Subdivision Control Ordinance permits the Kendall County Board to approve plats of vacation and provides the procedure through which plats of vacation are approved; and

*WHEREAS*, the two five-foot drainage and utility and easements which are the subject of this Ordinance were established by Ordinance 2005-16 which granted approval of a final plat of Whitetail Ridge Subdivision and was approved by the Kendall County Board on March 1, 2005, and

*WHEREAS*, the final plat of Whitetail Ridge Subdivision was recorded in the Kendall County Recorder of Deeds Office on June 9, 2005, and

*WHEREAS*, two five-foot drainage and utility easements which are the subject of this Ordinance are located along and parallel to the shared property line of Lots 100 and 101 in Whitetail Ridge Subdivision. The legal descriptions of the easements are set forth in Exhibit A attached hereto and incorporated by reference; and

*WHEREAS*, on or about May 25, 2021, Troy M. and Ashley L. Williams acquired ownership of Lots 100 and 101 of Whitetail Ridge Subdivision and the property presently identified by Parcel Identification Number 05-12-276-011; and

*WHEREAS*, on or about August 14, 2023, Troy M. and Ashley L. Williams, hereinafter referred to as "Petitioners," filed a petition for approval of a plat of vacation of two five-foot drainage and utility easements located along the property line of Lots 100 and 101; and

*WHEREAS*, on September 5, 2023, the Kendall County Zoning, Platting and Advisory Committee has reviewed this petition and has forwarded to the Kendall County Board a recommendation of approval with conditions of the requested plat of vacation; and

*WHEREAS*, on September 11, 2023, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the information presented and recommendation of the Kendall County Zoning, Platting and Advisory Committee, and has forwarded to the Kendall County Board a recommendation of approval of the requested plat of vacation; and

*WHEREAS*, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the recommendation of the Kendall County Zoning, Platting and Advisory Committee, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Subdivision Control Ordinance and other applicable Ordinances; and

*NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:*



State of Illinois  
County of Kendall

Zoning Petition  
#23-28

1. The Kendall County Board hereby grants approval of Petitioners' petition for plat of vacation of the easements legally described in Exhibit A attached hereto and shown on the site plan attached hereto as Exhibit B Plat of Easement Release.
2. Lots 100 and 101 of Whitetail Ridge Subdivision shall not be sold as individual lots upon the successful recording of Exhibit B.
3. One (1) single-family residence may be constructed on Lots 100 and 101 of Whitetail Ridge Subdivision combined.
4. This vacation shall become effective upon the successful recording of Exhibit B in the timeframe outlined in Section 7.06.H of the Kendall County Subdivision Control Ordinance unless an extension is granted by the Kendall County Board.

*IN WITNESS OF*, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 19<sup>th</sup> day of September, 2023.

Attest:

---

Kendall County Clerk  
Debbie Gillette

---

Kendall County Board Chairman  
Matt Kellogg

**LEGAL DESCRIPTION OF EASEMENT RELEASE – LOT 100**

THAT PART OF LOT 100 IN WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7; PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8; AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL COUNTY AND NA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 2005 00015985, IN KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

THE SOUTHEAST FIVE FEET, EXCEPTING  
THEREFROM THE NORTHEAST FIFTEEN FEET AND  
THE SOUTHWEST TEN FEET THEREOF.

COMMON ADDRESS: 7557 CLUBHOUSE DRIVE, YORKVILLE, ILLINOIS  
PARCEL INDEX NUMBER: 05-12-276-006

**LEGAL DESCRIPTION OF EASEMENT RELEASE - LOT 101**

THAT PART OF LOT 101 IN WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7; PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8; AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL COUNTY AND NA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 2005 00015985, IN KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

THE NORTHWEST FIVE FEET, EXCEPTING  
THEREFROM THE NORTHEAST FIFTEEN FEET  
AND THE SOUTHWEST TEN FEET THEREOF.

COMMON ADDRESS: 7583 CLUBHOUSE DRIVE, YORKVILLE, ILLINOIS

PARCEL INDEX NUMBER: 05-12-276-007

# PLAT OF EASEMENT RELEASE

### COUNTY BOARD

STATE OF ILLINOIS) SS.  
COUNTY OF KENDALL)  
APPROVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS THIS  
DAY OF 20

COUNTY CLERK CHAIRMAN OF COUNTY BOARD

### OWNER'S CERTIFICATE

STATE OF )  
COUNTY OF KENDALL) SS.  
THIS IS TO CERTIFY THAT IS/ARE THE OWNER(S)  
OF THE PROPERTY DESCRIBED HEREON AND DO(ES) WILLINGLY ACCEPT AND  
APPROVE THE EASEMENT RELEASE AND GRANT AS DESCRIBED HEREON.  
DATED AT ILLINOIS, THIS DAY OF  
A.D., 20  
BY: ATTEST:

### NOTARY'S CERTIFICATE

STATE OF ILLINOIS) SS.  
COUNTY OF KENDALL)  
I, A NOTARY PUBLIC IN AND FOR  
STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT,  
PERSONALLY KNOWN TO BE TO BE THE SAME  
PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE,  
APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF  
THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR THE USES AND  
PURPOSES THEREIN SET FORTH AS HIS OR THEIR FREE VOLUNTARY ACT.  
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF  
A.D., 20  
NOTARY PUBLIC

### COUNTY RECORDER

STATE OF ILLINOIS) SS.  
COUNTY OF KENDALL)  
THIS INSTRUMENT NO. WAS FILED FOR RECORD IN THE  
RECORDER'S OFFICE OF KENDALL COUNTY AFORESAID ON THE DAY OF  
20 AT O'CLOCK IN THE BOOK OF  
PLATS OF PAGE  
KENDALL COUNTY RECORDER

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS.  
COUNTY OF DUPAGE)  
THIS IS TO CERTIFY THAT I, LARRY C. POCIASK, AN ILLINOIS  
PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE PLAT OF  
EASEMENT RELEASE FOR THE PROPERTY DESCRIBED HEREON.  
GIVEN UNDER MY HAND AND SEAL THIS 19<sup>TH</sup> DAY OF JULY A.D., 2023  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO.  
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2023  
PROFESSIONAL DESIGN FIRM LICENSE NO.:  
EXPIRATION DATE IS APRIL 30, 2023.

### COMMONWEALTH EDISON COMPANY

THE RELEASE OF THE EASEMENTS SHOWN HEREON  
ARE APPROVED AND ACCEPTED, THIS DAY OF  
A.D., 20

BY: SIGNATURE

PRINT NAME

TITLE:

### AMERITECH

THE RELEASE OF THE EASEMENTS SHOWN HEREON  
ARE APPROVED AND ACCEPTED, THIS DAY OF  
A.D., 20

BY: SIGNATURE

PRINT NAME

TITLE:

### COMCAST

THE RELEASE OF THE EASEMENTS SHOWN HEREON  
ARE APPROVED AND ACCEPTED, THIS DAY OF  
A.D., 20

BY: SIGNATURE

PRINT NAME

TITLE:

### NICOR

THE RELEASE OF THE EASEMENTS SHOWN HEREON  
ARE APPROVED AND ACCEPTED, THIS DAY OF  
A.D., 20

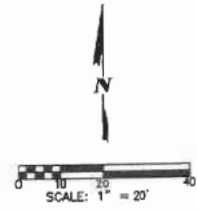
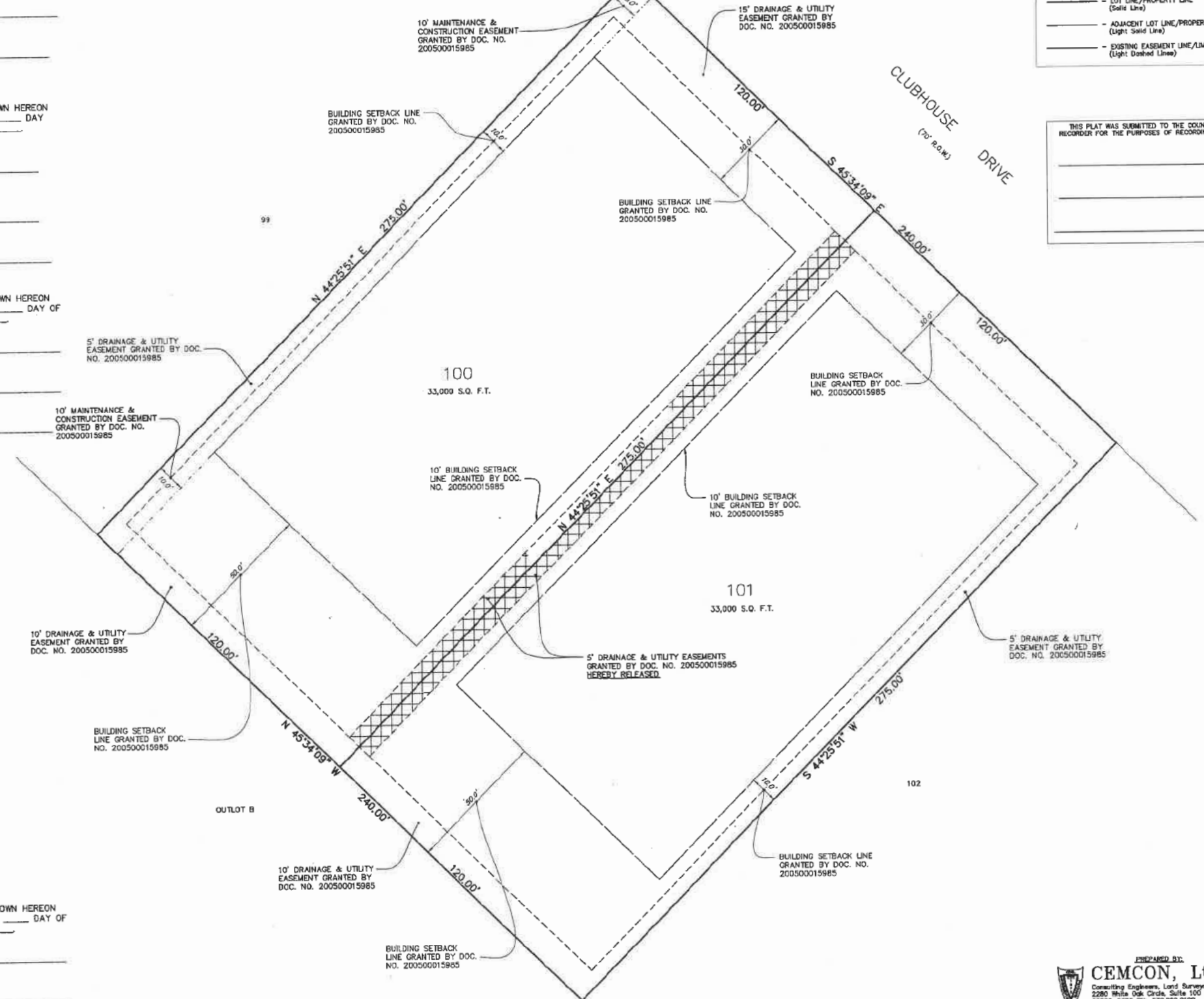
BY: SIGNATURE

PRINT NAME

TITLE:

LOTS 100 AND 101 OF WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART  
OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7 TOWNSHIP  
36 NORTH, RANGE 8 AND PART OF THE FORMER WAISH-KEE-SHAW  
RESERVATION, IN KENDALL COUNTY AND NA-AU-SAY TOWNSHIPS, ACCORDING  
TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 2005  
00015985, IN KENDALL COUNTY, ILLINOIS.

COMMON ADDRESS: 7557 CLUBHOUSE DRIVE, YORKVILLE, ILLINOIS  
7583 CLUBHOUSE DRIVE, YORKVILLE, ILLINOIS  
PARCEL INDEX NUMBER: 05-12-278-006  
05-12-278-007



**LEGEND**

- LOT LINE/PROPERTY LINE (Solid Line)
- ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
- EXISTING EASEMENT LINE/LIMITS (Light Dashed Line)

THIS PLAT WAS SUBMITTED TO THE COUNTY  
RECORDER FOR THE PURPOSES OF RECORDING BY:

PREPARED BY:  
**CEMCON, Ltd.**  
Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100 Aurora, Illinois  
60502-9875 PH: 630.862.2100 FAX: 630.862.2199  
E-Mail: info@cemcon.com Website: www.cemcon.com  
DRAWN BY: JKH FILE NAME: EASEMENT RELEASE  
COMPLETION DATE: 3/14/2022 JOB NO.: 7599.100  
PROJECT REFERENCE:  
REVISED 4-29-2022 ADDED NICOR CERTIFICATION