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

**AGENDA**

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September 5, 2023 - 9:00 a.m.

CALL TO ORDER

**ROLL CALL:** **County Board:** Seth Wormley, PBZ Committee Chair; **County Highway Department:** Fran Klaas, County Engineer; **WBK Engineering, LLC:** Greg Chismark, Stormwater Consultant; **County Health Department:** Aaron Rybski, Director Environmental Health; **Forest Preserve District:** David Guritz, Director; **SWCD:** Alyse Olson, Resource Conservationist; **Sheriff's Office:** Commander Jason Langston; **GIS:** Megan Briganti; **PBZ:** Brian Holdiman, Code Official; Matt Asselmeier, Senior Planner

APPROVAL OF AGENDA

APPROVAL OF MINUTES: Approval of August 1, 2023, ZPAC Meeting Minutes (Pages 2-10)

PETITIONS:

- Petition 23 – 28 – Troy M. and Ashley L. Williams (Pages 11-49)**  
Request: Approval of a Plat of Vacation of Two Five Foot Drainage and Utility Easements  
PIN: 05-12-276-011  
Location: 7557 and 7583 Clubhouse Drive (Lots 100 and 101 in Whitetail Ridge Subdivision), Yorkville, in Kendall Township  
Purpose: Petitioner Wishes to Vacate the Easements in Order to Construct One House Straddling the Common Lot Line of Lots 100 and 101 of Whitetail Ridge Subdivision; Property is Zoned RPD-2

REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

- None

OLD BUSINESS/ NEW BUSINESS

None

CORRESPONDENCE

PUBLIC COMMENT

ADJOURNMENT: Next meeting on October 3, 2023

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

**ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC)  
August 1, 2023 – Unapproved Meeting Minutes**

PBZ Chairman Seth Wormley called the meeting to order at 9:01 a.m.

Present:

Matt Asselmeier – PBZ Department  
Meagan Briganti – GIS Department  
Fran Klaas – Highway Department  
Alyse Olson – Soil and Water Conservation District  
Aaron Rybski – Health Department  
Seth Wormley – PBZ Committee Chair

Absent:

Greg Chismark – WBK Engineering, LLC  
David Guritz – Forest Preserve  
Brian Holdiman – PBZ Department  
Commander Jason Langston – Sheriff's Department

Audience:

Karen Milroy, Jeff Milroy, and Marlin Hartman

**AGENDA**

Mr. Klaas made a motion, seconded by Mr. Rybski, to approve the agenda as presented.

With a voice vote of six (6) ayes, the motion carried.

**MINUTES**

Mr. Rybski made a motion, seconded by Ms. Briganti, to approve the July 5, 2023, meeting minutes.

With a voice vote of six (6) ayes, the motion carried.

**PETITIONS**

**Petitions 23-26 Jeffery D. Milroy on Behalf of Milroy Farms, LLC**

Mr. Asselmeier summarized the request.

On March 19, 2014, through Ordinance 2014-04, the County Board granted a special use permit, with conditions for the operation of a composting facility at the subject property. Ordinance 2014-04 required the property owner to submit a renewal prior to July 1, 2023, or the special use permit would expire on December 1, 2023. The property owner submitted the required renewal on June 30, 2023.

The subject property has operated as a composting facility since 1993.

The Petitioners are requesting the special use permit for the approximately thirty-nine point eight-seven (39.87) acres located in the unincorporated area. They are not renewing the special use permit for operations inside the United City of Yorkville. This reduces operations from approximately fifty-eight (58) acres.

The Host Community Agreement also expires in 2023. The Planning, Building and Zoning Committee met on July 10, 2023, to discuss renewing the agreement. They requested additional information regarding the amount of and types of materials coming into and out of the property.

Green Organics is no longer associated with the property.

The application materials, Ordinance 2014-04, plat of survey, business plan, including the site plan and landscaping plan, and decommissioning plan were provided.

The property is located at 1270 E. Beecher Road.

The property is just under forty (40) acres in size.

The County's Future Land Use Map calls for the western end of the property to be Mixed Use Business and the eastern part of the property to be Suburban Residential. Yorkville's plan calls for the property to be Estate/Conservation Residential.

E. Beecher Road is a Local Road maintained by Bristol Township.

There is a proposed trail along E. Beecher Road.

There are no floodplains on the property. There is a wetland on the extreme northwest corner of the property.

The adjacent land use to the west is Manufacturing. The other adjacent land uses are Agricultural.

The adjacent properties are zoned A-1, A-1 SU, M-2 and M-3 SU in the County. The adjacent properties inside Yorkville are zoned R-2 Planned Unit Development and R-2, R-4, and B-3 Planned Unit Development.

The County's Future Land Use Map calls for the area to be Suburban Residential, Mixed Use Business, and Urban Area. Yorkville Future Land Use Map calls for the area to be Estate/Conservation Residential.

The zoning districts within one half (1/2) mile in the County are A-1, A-1 SU, M-1, M-2, and M-3 SU. Inside Yorkville, there are a variety of residential planned unit developments.

The A-1 SU to the south was for gravel mining. The M-3 SU to the west was for asphalt production.

EcoCAT Report was submitted on June 22, 2023. The Mottled Sculpin and Rusty Patch Bumble Bee were in the vicinity. The Illinois Department of Natural Resources recommended that work that disturbs the ground or removes flowering plants be done between October 1<sup>st</sup> and April 1<sup>st</sup>. If work occurred outside of the dates listed, a Rusty Patch Bumble Bee survey should be conducted by a qualified biologist, with the results forwarded to the Illinois Department of Natural Resources. The consultation also noted that coordination with the United States Fish and Wildlife Service may be necessary. The consultation also contained suggestions for lighting. The consultation was closed if the recommendations related to the Rusty Patch Bumble Bee were implemented.

The Petitioner was not agreeable to either recommendation related to the Rusty Patch Bumble Bee. The Illinois Department of Natural Resources said if that if the Petitioner impacted the Rusty Patch Bumble Bee, that would be problematic.

The NRI Application was submitted on June 20, 2023. The LESA score was 175, indicating a low level of protection. The NRI was provided.

Petition information was sent to Bristol Township on July 19, 2023.

Prior to formal application submittal, Staff contacted Yorkville regarding potential comments on the application. Yorkville requested the following items:

1. A thirty foot (30') wide buffer with a berm at least three feet (3') in height and consisting of two (2) shade trees, five (5) evergreen trees, and three (3) ornamental trees per one hundred (100) linear feet of buffer; they favored a minimum fifteen (15') foot wide buffer.
2. Odor control regulations including using an ASTM certified portable olfactometer, notification by the County to the property owner/business operator within two (2) business days of findings, and a requirement that the property owner/business operator respond within five (5) business days of receiving the notice with corrective action steps. Yorkville's performance standards related to odor were submitted to the County.
3. A condition that the property owner/business operator submit a written response within seven (7) days of receiving a complaint for a non-odor violation outlining steps taken to correct the issue of the complaint.
4. The submission of a detailed decommissioning plan.
5. A requirement that notification of operation management changes and contact information be updated annually with the County.

Staff has concerns regarding the requested procedure of enforcement because the requested method presently contradicts the County's current voluntary compliance policy and the regular procedures for handling alleged violations in the Zoning Ordinance. Also, the County does not presently own an olfactometer. Lastly, the Illinois Environmental Protection Agency has rules regarding complaints.

Yorkville's email and Staff's response were provided.

The Petitioner was agreeable to certain landscaping, the submission of a decommissioning plan, the request regarding change of management and updated contact information.

Petition information was sent to the United City of Yorkville on July 19, 2023.

Petition information was sent to the Bristol Kendall Fire Protection District on July 19, 2023.

Per Section 7:01.D.20 of the Kendall County Zoning Ordinance, composting businesses can be special uses on A-1 zoned property subject to the following conditions:

1. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in Title 35, Subtitle G, Chapter 1, Subchapter 1, Part 830, Standards for compost facilities.
2. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
3. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
4. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
5. A locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
6. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
7. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
8. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
9. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface water management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
10. Truck weights shall be limited to seventy-three thousand, two hundred eighty (73,280) pounds.
11. The operator shall provide weight receipts to Kendall County.
12. Off-site debris and trash generated by the site must be cleaned-up daily on surrounding properties with the owner's permission.
13. Other conditions as appropriate for the particular facility.

The Petitioner is agreeable to conditions 1-12.

When the special use permit was originally granted in the 1990s, they were originally allowed to process one hundred fifty thousand (150,000) cubic yards of source separated landscape materials. This number was increased to one hundred seventy-five thousand (175,000) cubic yards in 2014.

Starting in 2010, the facility was allowed to accept food scraps.

The site plan shows several twenty-five foot (25') wide windrows. These windrows are separated by ten foot (10') foot driving aisles. Most of the windrows are eight feet (8') tall or less in height.

Bulk agent storage areas separate the east and west windrow areas.

The site plan shows one (1) final cure storage area, one (1) grinding and blending concrete pad, and one (1) receiving pad. No information was provided regarding the dimensions of these areas.

As noted previously, the hours when landscape waste can be received are between 7:00 a.m. and 4:00 p.m. on Mondays through Fridays and 7:00 a.m. until Noon on Saturdays. Processing operations may continue for a maximum three (3) additional hours.

As noted in the Decommissioning Plan, the site will be converted back to farming within five (5) months, this includes the removal materials, grading, seeding, and removal of all structures. The Petitioner planned to reevaluate the Decommissioning Plan.

No information was provided regarding the number of employees at the property.

The use has been at the property since 1993.

There have not been any founded complaints against the property in recent years.

One (1) approximately four hundred twenty (420) square foot office trailer is shown on the plan near the southeast corner of the site.

The property is served by a well and septic. The well is located at the southeast corner of the property.

The Petitioner is agreeable to the requirements related to water samples and soil samples, inspection and testing, and submitting copies of the State permit, operational plan, surface water management plan, pest control plan, site drawings, annual report, and decommissioning plan. The Petitioner is also agreeable to providing weight receipts to Kendall County.

The Solid Waste Coordinator shall maintain a log of complaints received on the facility.

Sampling schedules are noted on in the business plan.

Though not shown on the site plan, a dumpster is located on the property. The business plan (Attachment 4, Page 2) notes a requirement to clean-up offsite debris and trash daily on surrounding properties.

NICOR possesses an easement north of the existing driveway.

Overhead utilities run from E. Beecher Road to the office trailer.

The property drains to the south and west.

One (1) existing detention basin is shown on the site plan north of parking area. The site plan also shows one (1) proposed detention basin southwest of the western windrows. One twenty-five foot (25') wide drainage swale is shown west of the western windrows. No information was provided regarding the dimensions of the detention basins or the depth of the drainage swale.

The Petitioners submitted an application for a stormwater management permit. WBK submitted comments in a letter dated July 15, 2023, which was provided. Staff was waiting for comments from the Petitioner regarding WBK's comments.

Per the site plan, the subject property has an asphalt drive to E. Beecher Road.

The Petitioner is agreeable to the truck weight restriction contained in the Kendall County Zoning Ordinance.

According to the site plan, one (1) parking area was shown north of the office trailer and one (1) handicapped accessible parking space was shown east of the office trailer. No information was provided regarding the total number of parking stalls.

The site plan shows one (1) truck turn around area.

No information was provided regarding lighting. Because of the small number of parking spaces, a photometric plan was not required.

According to the business plan, one (1) existing sign is located on the property. The sign is not illuminated. The information on the sign is required per Illinois Environmental Protection Agency rules.

One (1) additional no trespassing sign is located on the interior gate.

According to the site plan, there is a fence along the western and northern sides of the property. There is also a fifteen foot (15') wide buffer between the eastern property line and the berm. The business plan references a locked gate. The gate is locked during closed hours, but a lock box is available for emergency response vehicles.

Per the site plan, one (1) fifteen foot (15') wide berm is shown near the eastern property line. A twenty-five foot (25') wide berm is shown near the western and northern property lines. Per the business plan, the eastern berm will be three feet (3') in height. Landscaping consisting of pines, fir, and/or shade trees will be planted at spacing not to exceed forty feet (40') apart. Seedling will be a minimum of six inches (6") in height and will be planted within one (1) year of the issuance of the special use permit. The business plan also references maintaining the existing plantings on the berm and ditch and existing landscaping. No information was provided regarding plantings on the western or northern berms or the composition of the existing landscaping and plantings on the property.

Per the business plan, noise levels cannot exceed Illinois Pollution Control Board standards.

The business plan references odor control strategies generally. Illinois Environmental Protection Agency rules requires operators of composting facilities to prepare an odor minimization plan. Staff has requested a copy of this plan.

The Health Department requested that a water truck be onsite for dusty conditions and that the operator be required to chart wind direction and speed daily. The Petitioner was in agreement regarding the water truck condition, but was not in favor of charting wind speeds.

This is the only property to have a special use permit for a composting facility in unincorporated Kendall County.

Before preparing a Findings of Fact, Staff would like to review the stormwater information, pest control plan, and odor control plan and obtain comments from ZPAC members.

Staff would like additional information before issuing a recommendation. The general conditions and restrictions would be as follows:

1. The facility shall comply with the conditions as they are listed in the applicable sections of the Kendall County Zoning Ordinance related to the composting of landscape waste and food waste, subject to the following:
  - a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in the applicable sections of the Kendall County Zoning Ordinance.
  - b. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
  - c. The hours during which landscape waste may be received shall be 7:00 a.m. to 4:00 p.m. on Monday through Fridays and 7:00 a.m. to Noon on Saturdays. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
  - d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
  - e. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.

- f. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - g. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
  - h. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface Water Management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
  - i. Truck weights shall be limited to seventy-three thousand, two hundred eighty (73,280) pounds.
  - j. The operator shall provide weight receipts to Kendall County.
  - k. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
  - l. Implement strategies to manage potential odor issues such as maintaining proper carbon to-nitrogen ratios, maintaining moisture levels, and sufficient turning of compost piles to enhance decomposition.
  - m. Install water spraying systems or dust suppression equipment at critical points of dust generation. Regularly monitor moisture content and use sprinkler systems or misters to dampen the compost as needed.
2. The facility will be permitted to take in one hundred seventy-five thousand (175,000) cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings and grass). The Petitioner would like to take in food waste.
  3. The site shall be developed substantially in accordance with the site plan and the site plan shall be kept on file as "Exhibit A".
  4. As noted on the site plan, a fifteen foot (15') buffer and a berm will be provided between the composting area and the United City of Yorkville's boundary. The berm will be at least fifteen feet (15') wide and three feet (3') high. The buffer landscaping will be composed primarily of pine, fir, and/or shade trees planted at spacing not to exceed forty feet (40') apart. Seedlings will be a minimum of six inches (6") in height. Specimen seedlings will be planted and the berm will be constructed within one (1) year of issuance of the special use permit ordinance. The Kendall County Planning, Building and Zoning Committee may grant an extension to the deadline to install the berms and landscaping.
  5. The facility operator shall maintain existing plantings on the berm and ditch.
  6. The facility operator shall maintain the security gate, signage, and landscaping as indicated on "Exhibit B". The locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
  7. The facility operator shall maintain a sampling schedule as shown on "Exhibit C" dated March 11, 2008.
  8. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility.
  9. This special use Ordinance shall expire on December 1, 2033, and the petition for renewal shall be made prior to July 1, 2033.
  10. If any Illinois Environmental Protection Agency (IEPA) violations or citations are received by the site operator/manager and/or parcel owner/manager they need to be submitted to the County Solid Waste Coordinator within thirty (30) days.
  11. The operator of the business allowed by the special use permit shall follow the Decommissioning Plan as described in Exhibit D. The operator shall assume all of the responsibilities assigned to Green Organics in the plan. The Decommissioning Plan shall be kept on file in the site trailer office per EPA requirements and will be accessible to

the Kendall County Health Inspector. The operator of the business allowed by the special use permit shall update the Kendall County Health Department within thirty (30) days of changes to the Decommissioning Plan.

12. The operator of the business allowed by the special use permit shall notify the Kendall County Planning, Building and Zoning Department within thirty (30) days of changes in operation manager. In addition, the operator of the business allowed by this special use permit shall provide contact information of the management operator annually by July 1<sup>st</sup>.
13. The operator of the business allowed by the special use permit shall ensure a host community agreement is in existence with the County prior to operations.
14. Ordinance 2014-04 and all previous special use permits and amendments to special use permits related to the operation of composting facility on the subject property are hereby repealed in their entireties.
15. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment. The Petitioner was opposed to this condition.
16. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
17. Any structures constructed, installed, or used related to the business allowed by this special use permit on the property shall not be considered for agricultural purposes and must secure applicable building permits.
18. The owners and operators of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
19. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
20. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
21. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
22. This special use permit shall be treated as a covenant running with the land and are binding on the successors, heirs, and assigns as to the same special use conducted on the property.

Chairman Wormley asked which conditions, besides the condition classifying vehicles and equipment as non-agricultural, did the Petitioner have objections. Mr. Asselmeier responded that the Petitioner opposed the request by the Health Department to measure wind direction and speed daily, the Illinois Department of Natural Resources requirements related to the Rusty Patch Bumble Bee, and Yorkville's odor measurement and compliance requirements.

Chairman Wormley felt that odor control measures should be implemented. He felt that using an olfactometer would be difficult. He was in favor of removing the non-agricultural vehicle classification requirement. He was in favor of having the wind speed and direction monitoring requirement.

Mr. Rybski recommended paying attention to odor. The most common complaint was odor complaints after further development occurred in the area. He said the easiest way to control odor was to monitor wind speed and direction and behave accordingly.

Chairman Wormley explained the impact of the closure of the facility.

Ms. Olson asked if the monitoring of wind speed and direction occurred at the subject facility. Mr. Rybski responded that wind speed and direction were monitored at the subject property. Mr. Rybski noted that wind speeds and direction can change quickly so monitoring alone would not solve all of the problems.

Marlin Hartman, Kendall County Solid Waste Coordinator, provided a history of the property. He said amendments could be added to the materials. These amendments cost money; monitoring the wind did not cost money. He noted that complaints related to odors stopped when the operators tracked the wind and avoided turning windrows when the wind was blowing towards Yorkville; there has not been an odor complaint in the last three (3) years. He said that if the facility was



operating, there probably would be dust complaints. He would like to see the conditions related to water truck and wind tracking be included in the special use permit.

Mr. Klaas noted that the only place in the County identified as area occupied by the Rusty Patch Bumble Bee was the southern approach of the new Eldamain Road bridge. He was skeptical about the location of the Rusty Patch Bumble Bee.

Mr. Klaas noted the quality of the Rob Roy Creek south of the subject property. He asked about runoff and questioned the size of the detention pond. He felt the detention pond was too small. He asked about the definition and amount of food scrap. Mr. Asselmeier provided WBK's comments and runoff items should be addressed in the stormwater management permit. Karen Milroy described food scraps that would be accepted; items that would normally be composted by residents.

Ms. Milroy explained that composting is a science and wind considerations is not the factor to consider when addressing odors. Chairman Wormley asked for suggestions for managing odors. Ms. Milroy explained the activities of previous operators. She expressed concerns about not being able to turn the windrows, if winds were blowing from the wrong direction.

Mr. Hartman discussed food waste in landfills. He favors allowing the Petitioner to receive food waste. The site is allowed to accept ten percent (10%) food waste per their permit from the Illinois Environmental Protection Agency. He discussed the importance of mixing the materials to avoid getting bugs and rodents. He emphasized the importance of watching the wind. Knowing the direction of wind also helps the Petitioner in cases of unfounded odors. He discussed the addition of amendments to the composting materials at times when winds were blowing towards populated areas; there was a cost to adding odor amendments.

Food scraps were collected from grocery stores or restaurants. Discussion occurred regarding quality control for food scraps and contamination of materials. Deliveries must be inspected.

Mr. Rybski made a motion, seconded by Mr. Klaas, to recommend approval of the proposal with the conditions proposed by Staff with the amendment requiring the operator of the business to track wind direction and speed daily and add amendments to the composting materials if windrows are turned with winds blowing in unfavorable directions and remove the requirement relate to the classification of equipment as non-agricultural.

Ms. Olson asked about inclusion of the comments from WBK Engineering. Mr. Asselmeier responded that a condition existed related to complying with applicable regulations and the stormwater permit would be an applicable regulation. He also discussed complying with the site plan on file with the State and the Petitioner's permit with the Illinois Environmental Protection Agency.

Mr. Klaas favored the Petitioner tracking wind conditions.

Jeff Milroy, Petitioner, discussed existing regulations related to wind. Wind directions have to be considered when turning windrows. He also discussed the impact of adding amendments to the materials.

The votes were follows:

- Ayes (6): Asselmeier, Briganti, Klaas, Olson, Rybski, and Wormley
- Nays (0): None
- Abstain (0): None
- Absent (4): Chismark, Guritz, Holdiman, and Langston

The motion passed.

The proposal goes to the Kendall County Regional Planning Commission on August 23, 2023.

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

None

**OLD BUSINESS/NEW BUSINESS**

None

**CORRESPONDENCE**

None

**PUBLIC COMMENT**

The Committee reviewed the building evacuation plan.

**ADJOURNMENT**

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

With a voice vote of six (6) ayes, the motion carried.

The ZPAC, at 9:59 a.m., adjourned.

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



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**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203

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(630) 553-4141

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**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.

**BRISTOL-KENDALL FIRE PROTECTION DISTRICT**

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

**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 ZPAC Memo – Prepared by Matt Asselmeier – August 17, 2023

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.

**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



**DEPARTMENT OF PLANNING, BUILDING & ZONING**

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**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><sup>1</sup>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><sup>2</sup>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

Date Stamp Here If Checklist Is Complete

**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

H:\17599\ENGINEER\LEGAL DESCRIPTION OF EASEMENT RELEASE - LOT 100.docx

**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, IDFPD 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 IDFPD. 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  
S

**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"/>	<input type="checkbox"/> Residence (single-family, condominium, townhome, or duplex)
c <input type="checkbox"/>	<input type="checkbox"/> Mobile home residence
d <input type="checkbox"/>	<input type="checkbox"/> Apartment building (6 units or less) No. of units: <u>0</u>
e <input type="checkbox"/>	<input type="checkbox"/> Apartment building (over 6 units) No. of units: <u>0</u>
f <input type="checkbox"/>	<input type="checkbox"/> Office
g <input type="checkbox"/>	<input type="checkbox"/> Retail establishment
h <input type="checkbox"/>	<input type="checkbox"/> Commercial building (specify):
i <input type="checkbox"/>	<input type="checkbox"/> Industrial building
j <input type="checkbox"/>	<input type="checkbox"/> Farm
k <input type="checkbox"/>	<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: \_\_\_\_\_  
 \_\_\_\_\_ 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	0.00
2 Senior Citizens	0.00
3 Senior Citizens Assessment Freeze	0.00

**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	150,000.00
12a Amount of personal property included in the purchase	12a	0.00



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

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**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]

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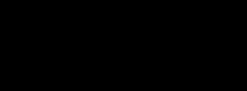


- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the 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

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# **Fidelity National Title Insurance Company**

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

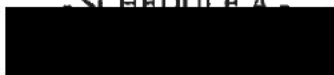
ISSUING AGENT



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

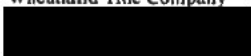
3. Title is vested in:

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.:

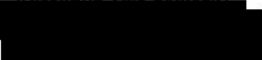


LEGAL DESCRIPTION

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**

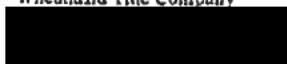
- 1. The lien of all taxes for the year 2020 and thereafter.  
PERMANENT TAX NUMBER: 05-12-276-005

PERMANENT TAX NUMBER: 05-12-276-006

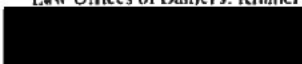
PERMANENT TAX NUMBER: 05-12-276-007

- 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



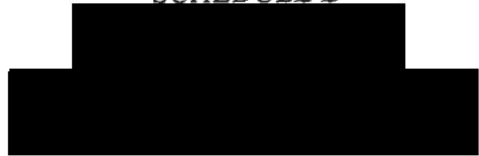
Law Offices of Daniel J. Krmer



Agent for:  
Fidelity National Title Insurance Company

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.

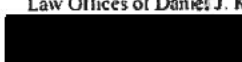
- 13. By-Laws for Whitetail Ridge Subdivision Homeowners' Association recorded July 1, 2011 as Document No. 201100010720 in the Kendall County Recorder's Office.

- 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.: [REDACTED]  
Lender's Policy No.: [REDACTED]  
WTG File No.: [REDACTED]

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 -

[REDACTED SIGNATURE]

Daniel J. Kramer, Authorized Signatory

ISSUED BY:  
Wheatland Title Company  
[REDACTED]

Law Offices of Daniel J. Kramer  
[REDACTED]

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

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(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

[Redacted] ALTA Owners Policy [Redacted]



## **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

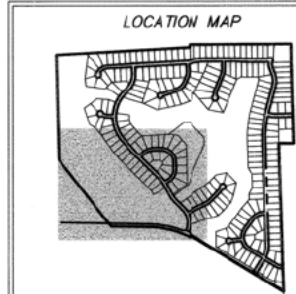
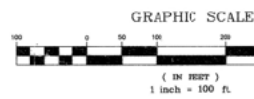
# PLAT OF SUBDIVISION WHITETAIL RIDGE

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  
TROYVILLE, ILLINOIS 60060  
PH 630-583-7500 FAX 630-583-7646  
www.smitheng.com  
• MOHENTY • HUNTLEY • YORKVILLE  
ILLINOIS PROFESSIONAL DESIGN FIRM #

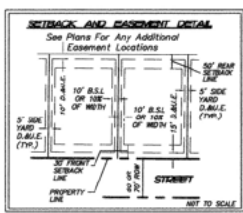
COMP. FILE: 040039-d.dwg  
PLOT FILE: STANDARD  
DATE: 04/03/05

CURVE TABLE			
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°03'39"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 S83°32'29"W	216.20
19	82.91	500.00 N82°05'09"E	82.81
20	181.86	250.00 S85°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	293.70
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  
6-6-2005 08:09:20 AM  
PLOT OF S18

Slot 1349



PLAT OF SUBDIVISION WHITETAIL RIDGE KENDALL COUNTY, ILLINOIS					
10	C.D. 06/07/05				
9	C.D. 05/25/05				
8	C.D. 05/13/05				
7	MS 04/19/05				
6	MS 04/07/05				
REVISIONS					
1	MS 07/12/04	DES BY: JSS	INT: JSS	DATE: 11/12/04	PROJECT: 0400...
2	MS 01/28/05	DSN BY: INT	INT: INT	HORIZ SCALE: 1"=100'	SHEET: 3 OF 3
3	DWS 02/16/05	CHK BY: INT	INT: INT	VERT SCALE: -	
4	DWS 02/16/05				
5	MS 03/07/05	CLD			

ED LANDS

OUTLOT H  
HEREBY CONVEYED  
TO D.O.T.

ILLINOIS ROUTE 126 43

# 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 \_\_\_\_\_ ) SS.  
 COUNTY OF KENDALL)  
 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\_\_

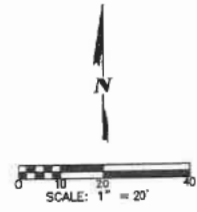
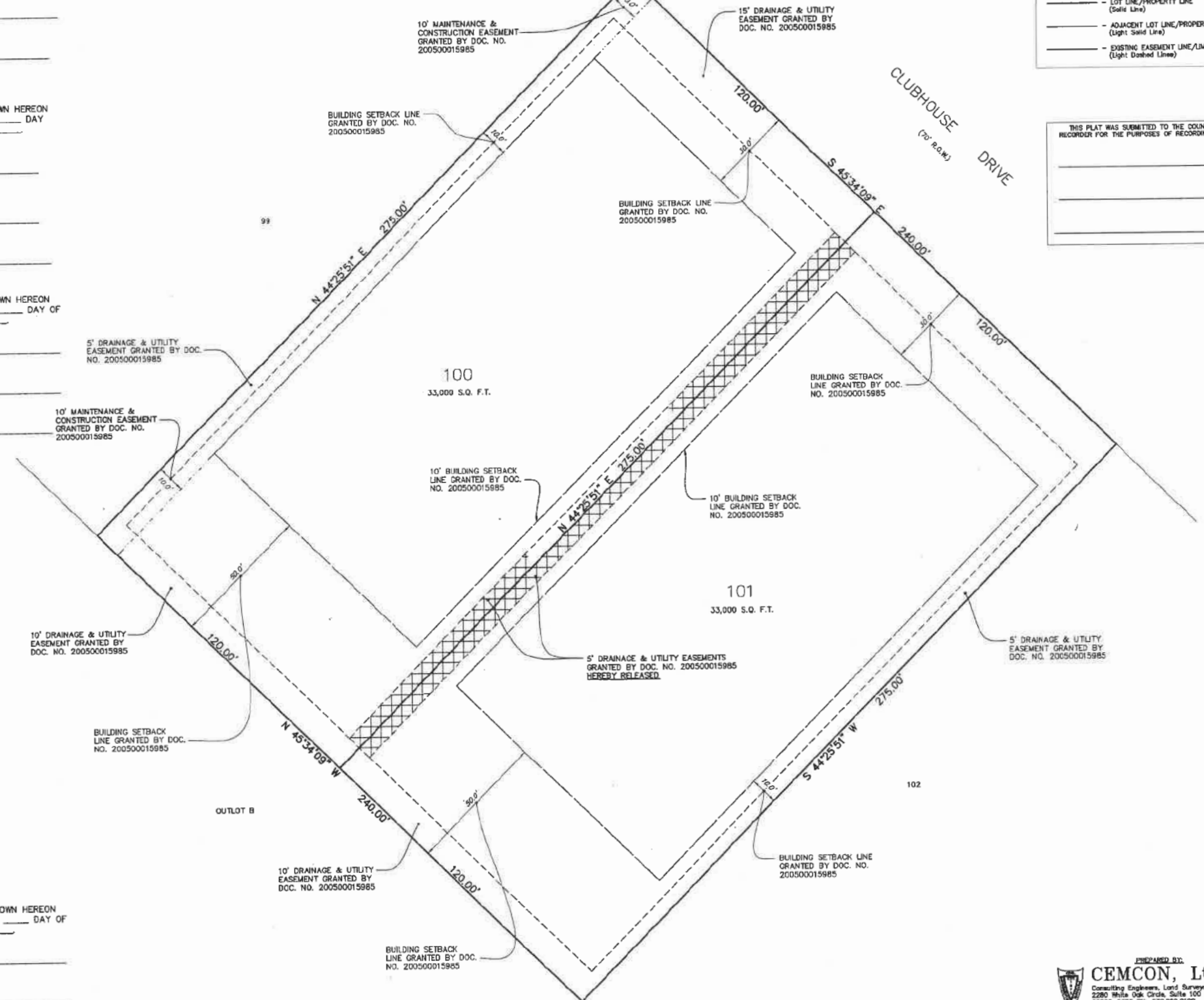
BY: \_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 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  
 TEL: 630.862.2100 FAX: 630.862.2199  
 E-Mail: info@cemcon.com Website: www.cemcon.com

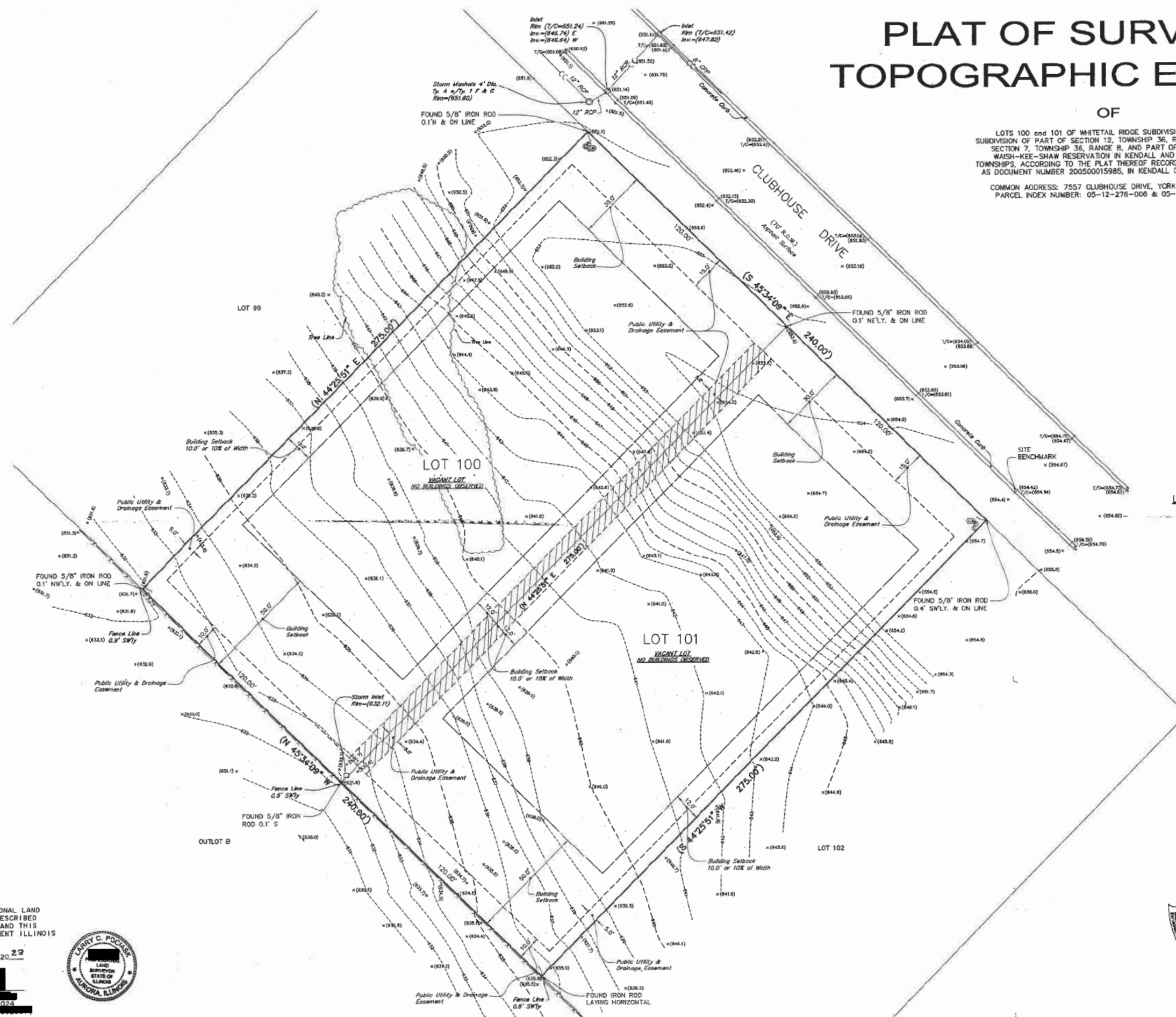
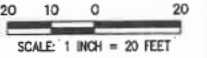
DISC NO.: \_\_\_\_\_ FILE NAME: EASEMENT RELEASE  
 DRAWN BY: JPH FLD. INC. / PG. NO.: N/A  
 COMPLETION DATE: 3/14/2022 JOB NO.: 7599.100  
 PROJECT REFERENCE:  
 REVISED 4-29-2022 ADDED NICOR CERTIFICATION

# 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.  
COUNTY OF DU PAGE )

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., 2023



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. \_\_\_\_\_

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

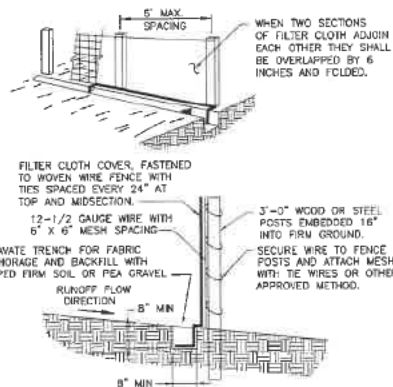
**Main Address: 129 Capista Drive, Shorewood, IL 60404 | Phone: 815-744-6600 • Fax: 815-744-0101**  
**Invoicing: 401 S. Carlton Avenue • Wheaton, IL 60187 | [www.twigtechnologies.com](http://www.twigtechnologies.com)**

# 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. 200500915995, IN KENDALL COUNTY, ILLINOIS.  
 LOCAL MAILING ADDRESS:  
 7557 CLUBHOUSE DRIVE  
 YORKVILLE, ILLINOIS  
 PIN 05-12-276-011

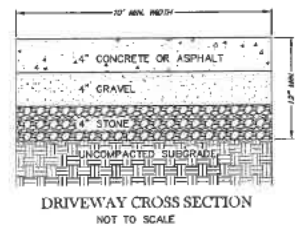


LETTER	STEP ELEVATION
A	655.00
B	655.00 654.00
C	654.00 653.00
D	653.00 652.00
E	652.00 651.00
F	651.00 650.00
G	650.00 649.00
H	649.00 648.00
I	648.00 647.00
J	647.00 646.00
K	646.00 645.33
L	645.33 647.00
M	647.00 648.00
N	648.00 649.00
O	649.00 650.00
P	650.00 651.00
Q	651.00 652.00
R	652.00 652.50
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.

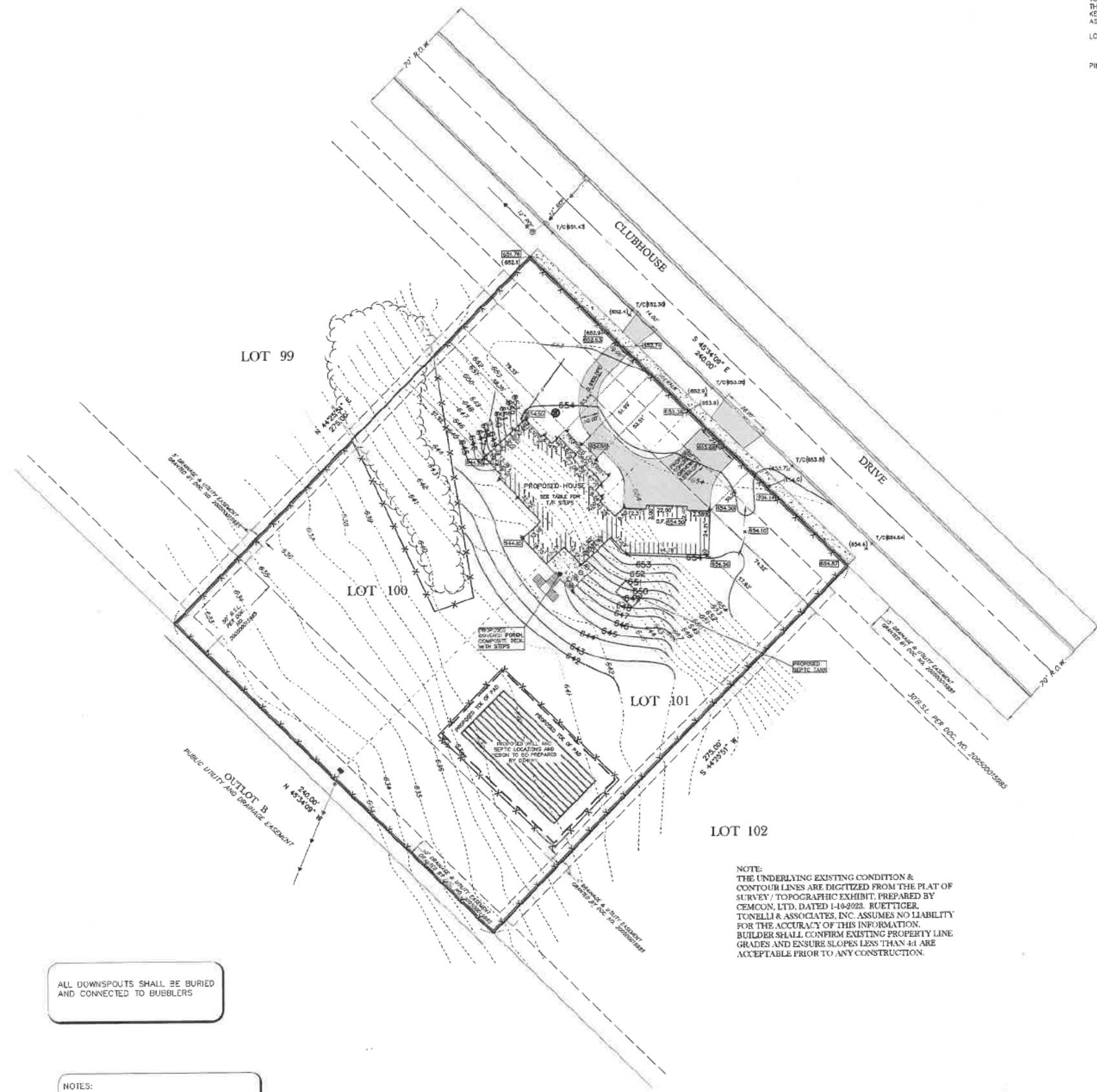
**SILT FENCE INSTALLATION**  
 NOT TO SCALE



**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
B.S.L.	BUILDING SETBACK LINE
D.M.I.C.	DRAINAGE & UTILITY EASEMENT
---	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 SWAMP 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: 649.37  
 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: [ ]  
 PO BOX 5070 HAPERVILLE, ILLINOIS 60567-5070 PAGE: [ ]  
 DRAWING TITLE: DETAILED GRADING PLAN DRAWING No.: 323-0579-GP

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. [ ]  
 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.

**Matt Asselmeier**

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**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

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**Matt Asselmeier**

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**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

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**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  
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