

#### **DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203 Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

#### Petition 24-27

## Steve W. Jeffers on Behalf of Revolution Investments, LLC 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 110 and 111 in Whitetail Ridge Subdivision. The Petitioner own the subject lots and would like to construct a home in the center of the combined lots.

#### SITE INFORMATION

PETITIONER Steve W. Jeffers on Behalf of Revolution Investments, LLC

ADDRESS 5682 and 5834 Championship Court, Yorkville (Lots 110 and 111 of Whitetail Ridge)

LOCATION Approximately 0.10 Miles Northwest of the Intersection of Clubhouse Drive and Championship Court on the South Side of Championship Court



TOWNSHIP Na-Au-Say Township

PARCEL #s 06-07-374-004 and 06-07-374-005

LOT SIZE 1.5 +/- Acres

EXISTING LAND Residential/Vacant

USE

**ZONING RPD-2** 

**LRMP** 

Current Land Use	Vacant One-Family Residential
Future Land Use	Rural Residential (Max 0.65 Du/Acre)
Roads	Championship Court 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 110 and 111

APPLICABLE REGULATIONS

Section 7.06 (Subdivision Control Ordinance)

#### **SURROUNDING LAND USE**

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Single-Family Residential	RPD-2	Rural Residential (Max 0.65 DU/Acre)	N/A
South	Open Space (Golf Course)	RPD-2 SU	Open Space (Golf Course)	N/A
East	Open Space (Golf Course)	RPD-2 SU	Open Space (Golf Course)	N/A
West	Single-Family Residential	RPD-2	Rural Residential	N/A

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

#### **ACTION SUMMARY**

#### **NA-AU-SAY TOWNSHIP**

Na-Au-Say Township was emailed information on August 23, 2024.

#### UNITED CITY OF YORKVILLE

The United City of Yorkville was emailed information on August 23, 2024.

#### **BRISTOL-KENDALL FIRE PROTECTION DISTRICT**

The Bristol-Kendall Fire Protection District was emailed information on August 23, 2024.

#### **GENERAL**

The application materials are included as Attachment 1. The plat of vacation is included as Attachment 2. The topographic information is included as Attachment 3.

On August 22, 2024, Greg Chismark sent an email stating that he had no objections to the vacation from a drainage perspective. This email is included as Attachment 4.

On August 22, 2024, a representative from the Whitetail Ridge Homeowners' Association submitted an email stating the HOA had no objections to the requested easement vacation. This email is included as Attachment 5.

As of the date of this memo, the Petitioner was still obtaining approvals from the utilities.

#### **RECOMMENDATION**

Staff recommends approval of the requested easement vacation provided that Lots 110 and 111 remain under the same ownership.

#### **ATTACHMENTS**

- 1. Application Materials
- 2. Plat of Vacation
- 3. Topographic Information
- 4. August 22, 2024, Email from WBK Engineering
- 5. August 22, 2024, Email from Homeowners' Association



#### **DEPARTMENT OF PLANNING, BUILDING & ZONING**

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

#### **APPLICATION**

PROJECT NAME	Revolution Investments, LLC	FILE #:	

CURRENT LANDOWNER/NAME Revolution Investments, LL			
SITE INFORMATION	SITE ADDRESS OR LOCAT	ION	ASSESSOR'S ID NUMBER (PIN)
ACRES .0695 acres	Lots 110 and 111 Champ 60560	pionship Court, Yorkville, IL	06-07-374-004 06-07-374-005
EXISTING LAND USE	CURRENT ZONING	LAND CLASSIFICATION	ON ON LRMP
acant residential lots	PUD	PUD	
REQUESTED ACTION (Check A	ll That Apply):		
SPECIAL USE	MAP AMENDMENT	(Rezone to)V	ARIANCE
ADMINISTRATIVE VARIAN	CE A-1 CONDITIONAL U	ISE for: SI	TE PLAN REVIEW
TEXT AMENDMENT PRELIMINARY PLAT	RPD (Concept; FINAL PLAT	_ Preliminary; Final) AD _X_ OTH	MINISTRATIVE APPEAL ER PLAT (Vacation, Dedication, etc.)
	AL USEMajor;Minor)		
PRIMARY CONTACT Attorney Daniel J. Kramer	PRIMARY CONTACT N	VIAILING ADDRESS	PRIMARY CONTACT EMAIL
PRIMARY CONTACT PHONE #	PRIMARY CONTACT I	FAX# PRIM	MARY CONTACT OTHER #(Cell, etc.)
<sup>2</sup> ENGINEER CONTACT	ENGINEER MAILING A	ADDRESS	ENGINEER EMAIL
Eric at Todd Surveying			
ENGINEER PHONE #	ENGINEER FAX #		ENGINEER OTHER # (Cell, etc.)
	SIGNING THIS FORM TH	AT THE PROPERTY IN QU	ESTION MAY BE VISITED BY
I UNDERSTAND THAT BY	D/ COMMISSION MEMBER	S IMRUUGHUUI INE FEI	
COUNTY STAFF & BOAR THE PRIMARY CONTACT THE COUNTY.	D/ COMMISSION MEMBER LISTED ABOVE WILL BE S	SUBJECT TO ALL CORRES	PONDANCE ISSUED BY
COUNTY STAFF & BOAR THE PRIMARY CONTACT THE COUNTY. I CERTIFY THAT THE INF BEST OF MY KNOWLEDG ABOVE SIGNATURES. TO ALL DEBTS OWED TO KI	D/ COMMISSION MEMBER LISTED ABOVE WILL BE S ORMATION AND EXHIBITS SE AND THAT I AM TO FILE HE APPLICANT ATTESTS ENDALL COUNTY AS OF T	SUBJECT TO ALL CORRES SUBMITTED ARE TRUE A THIS APPLICATION AND A THAT THEY ARE FREE OF	ND CORRECT TO THE ACT ON BEHALF OF THE DEBT OR CURRENT ON ATION.
COUNTY STAFF & BOAR THE PRIMARY CONTACT THE COUNTY.  I CERTIFY THAT THE INF BEST OF MY KNOWLEDG ABOVE SIGNATURES. TO	D/ COMMISSION MEMBER LISTED ABOVE WILL BE S ORMATION AND EXHIBITS SE AND THAT I AM TO FILE HE APPLICANT ATTESTS ENDALL COUNTY AS OF T	SUBJECT TO ALL CORRES  S SUBMITTED ARE TRUE A  THIS APPLICATION AND A  THAT THEY ARE FREE OF	ND CORRECT TO THE ACT ON BEHALF OF THE DEBT OR CURRENT ON

<sup>&</sup>lt;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

### KENDALL COUNTY DISCLOSURE OF BENEFICIARIES FORM

1	Applicant Revolution Inves	tments, LLC			
	Address				
	City		State IL	Zip 60541	
2.	Nature of Benefit Sought Lar	ndowner			
3.	Nature of Applicant: (Please of Natural Person (a)  Corporation (b)  Land Trust/Trustee (d)  Trust/Trustee (d)  Partnership (e)  Joint Venture (f)	;)	Company	A	
4.	If applicant is an entity other tapplicant:  A Limited Liability Compan	nan described in Se	ction 3, briefly state	e the nature and characterist	ics of the
5.	If your answer to Section 3 you person or entity who is a 5% strust, a joint venture in the case profits and losses or right to convented to the second of t	narcholder in case o e of a joint venture.	of a corporation, a h	eneficiary in the case of a tr	riet or land
	Stephen Jeffers			50%	
	Angela Jeffers			50%	
6.	Name, address, and capacity of Dnaiel J. Kramer, Attorney for		disclosure on beha	If fi the applicant:	
making read the	this disclosure on behalf of the a above and foregoing Disclosure ostance and fact.	pplicant, that I am o	being first duly sw	orn under oath that I am the nake the disclosure, that I hat ts contained therein are true	27/0
Subscrib	ped and sworn to before me this	21st day of 1	ugust	, A.D. 2021	
(seal)					
	"OFFICIAL COLLEEN T HA NOTARY PUBLIC, STATE COMMISSION NO.	NSON OF ILLINOIS		Notary Public	



### **Business Entity Search**

#### **Entity Information**

Entity

REVOLUTION INVESTMENTS LLC

Name

Principal

8942 WILCOX CT

Address

NEWARK,IL 605419119

File

11613802

Status

ACTIVE on 02-07-2024

Number

**Entity Type** 

LLC

Type of

Jurisdiction

LLC

**Domestic** 

Org.

Date/Admission03-23-2022

Date

**Duration** 

PERPETUAL

Annual

Report

Agent

02-07-2024

Annual Report

2024

IL

Year

**Filing Date** 

**ANGIE JEFFERS** 

Information

Agent

Change

Date

03-23-2022

Services and More Information

Choose a tab below to view services available to this business and more information about this business.



Showing 1 to 2 of 2 entries

Previous 1 Next



## ALTA COMMITMENT FOR TITLE INSURANCE issued by Fidelity National Title Insurance Company

#### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part |—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Law Offices of Daniel J. Kramer

By | Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





#### Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ORIGINATING OFFICE: FOR SETTLEMENT INQUIRIES, CONTACT: Wheatland Title Company Wheatland Title Company 105 W. Veterans Parkway 105 W. Veteran's Parkway Yorkville, IL 60560 Yorkville, IL 60560 Main Phone: (630) 892-2323 Main Phone: 630-892-2323 x 9989 Email: closings@wheatlandtitle.com Email: closings@wheatlandtitle.com

Name & Address of Title Insurance Agent:

Law Offices of Daniel J. Kramer

Issuing Office File Number: WTC-HC-2024KL-11233

Property Address: 5834 & 5862 Championship Court, Yorkville, IL 60560

#### **SCHEDULE A**

- 1. Commitment Date: April 25, 2024
- 2. Policy to be issued:
  - 2021 ALTA® Owner's Policy

Proposed Insured: Revolution Investments, LLC Proposed Amount of Insurance: \$110,000.00 The estate or interest to be insured: FEE SIMPLE

2021 ALTA® Lender's Policy b.

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured: FEE SIMPLE

3. The estate or interest in the Land at the Commitment Date is:

FEE SIMPLE

The Title is, at the Commitment Date, vested in:

Whitetail Developments, LLC

The Land is described as follows: 5.

See Exhibit A Attached

#### Fidelity National Title Insurance Company

f Daniel I Vromer

Authorized Signatory

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Registered Agent: Law Offices of Daniel J. Kramer

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5/1/2024 12:01PM Commitment for Title Insurance [2021 v. 01.00 (07-01-2021)]

#### Exhibit A

LOTS 110 AND 111 OF WHITETAIL RIDGE 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.

#### **END OF SCHEDULE A**

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#### SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this
  Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may
  then make additional Requirements or Exceptions.
- Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the company is not able to close or insure any transaction involving Land that is associated with these activities.
- 6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- Satisfy requirements for final utilities and any transfer stamps pursuant to the requirements set forth by municipality for which the subject property lies.
- 11. The company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or past postponed payments or other restructuring of the debt secured by the mortgage.
- 12. Any recorded lien shown in Schedule B-2 will appear as an exception in the policy unless a sufficient release of said lien is recorded in the county where the subject premises is located.

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Registered Agent: Law Offices of Daniel J. Kramer



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- 13. We should be furnished (A) a certification from the Illinois Secretary of State that Whitetail Developments, LLC has properly filed its articles of organization; (B) a copy of the articles of organization together with any amendments thereto; (C) a copy of the operating agreement together with any amendments thereto; (D) a list of incumbent managers or a roster of current members if managers have not been appointed; and (E) a certification that no event of dissolution has occurred.
  - In the event of a sale of all or substantially all of the assets of said limited liability company, we should be furnished a copy of the resolution adopted by the members of said limited liability company authorizing the sale and the execution and delivery of the anticipated deed. This commitment is subject to such additional requirements and/or exceptions as may be deemed necessary upon our review of these exhibits.
- 14. Upon any conveyance or mortgage of the land, a statement from the Secretary of the Board of Managers that there are no unpaid assessment liens arising by reason of the nonpayment of assessments should be furnished.

END OF SCHEDULE B, Part I

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#### **SCHEDULE B, PART II—Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- Rights or claims of parties in possession not shown by the Public Records.
- 2. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
- 3. Easements, or claims of easements, not shown by the Public Records.
- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

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#### SCHEDULE B, PART II, CONTINUED

Taxes and assessments for the year 2023 and all subsequent years are a lien but not yet due and payable.

8 Tax Year: 2022

Tax ID #: 06-07-374-005

Taxes Assessed in the Name of: Whitetail Development LLC

18 Stonehill Rd Oswego, IL 60543 Total Annual Tax: \$1.26

First Installment Amount: \$0.63 First Installment Status: Paid Second Installment Amount: \$0.63 Second Installment Status: Paid

Note: Property is subject to a Special Assessment.

Tax Year: 2022

Tax ID #: 06-07-374-004

Taxes Assessed in the Name of: Whitetail Development LLC

18 Stonehill Rd Oswego, IL 60543 Total Annual Tax: \$1.26 First Installment Amount: \$0.63

First Installment Status: Paid Second Installment Amount: \$0.63 Second Installment Status: Paid

Note: Property is subject to a Special Assessment.

- 9. Intentionally Left Blank
- 10. Building setback line of 30 feet from the northwesterly lot line, 10 feet from the northeasterly and southwesterly lot line, and 50 feet from the southeasterly lot line as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985.
- 11. Easement for public utilities and drainage over and across the northwesterly 15 feet, northeasterly and southwesterly 5 feet, and southeasterly 10 feet of subject property as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985.
- 12. Easement for golf course over and across the southeasterly 40 feet of subject property as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985.

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- 13. Building Lines and Easements as shown on the Plat of Subdivision recorded June 9, 2005 as Document No. 200500015985; Document No. 200500015985.
- Covenants, conditions, restrictions and easements contained in Declaration of Protective Covenants for Whitetail Ridge Homeowners Association, recorded on June 9, 2005 as Document No. 200500015992; Document No. 200500015992.

Note: See document copy for particulars.

 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.

- Terms and conditions contained in By-Laws for Whitetail Ridge Subdivision Homeowners' Association recorded July 1, 2011 as Document No. 201100010720 in the Kendall County Recorder's Office.
- 17. 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 County Recorder's Office.
- 18. 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.
- 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.
- 20. Terms and conditions contained in an Ordinance Establishing Back Up Special Tax Service Area 2005-30 recorded June 9, 2005 in Document No. 200500015990 made by County of Kendall, recorded in the Kendall County Recorder's Office.
- 21. Terms and conditions contained in an Ordinance enabling creation of Special Service Area 2005-31 recorded June 9, 2005 in Document No. 200500015991 made by County of Kendall, recorded in the Kendall County Recorder's Office.
- 22. 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.

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- 23. Terms, conditions and provisions contained in Grant of Conservation Easement dated May 16, 2005 and recorded June 9, 2005 in Document No. 200500015994 made by Whitetail Development, LLC to Whitetail Ridge Golf Club, LLC recorded in the Kendall County Recorder's Office.
- 24. 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.
- 25. Rights of way for drainage ditches, tiles, feeders and laterals, if any.

**END OF SCHEDULE B, Part II** 

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#### COMMITMENT CONDITIONS

#### DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- i. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - the Commitment Conditions;
  - d. Schedule A:
  - e. Schedule B, Part I-Requirements; and
  - f. Schedule B. Part II-Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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#### LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
  - Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





5/1/2024 12:01PM Commitment for Title Insurance [2021 v. 01.00 (07-01-2021)]

#### 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

#### CLASS ACTION

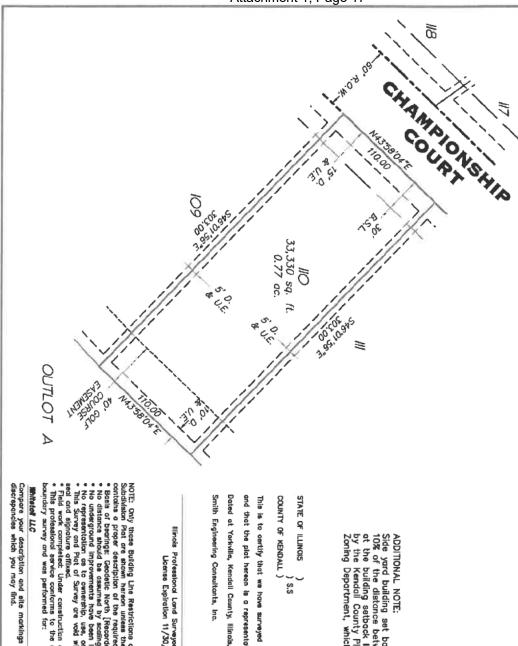
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

#### 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





# PLATEY

ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 2005 AS DOCUMENT NUMBER 20050015985, BEING A SUBDINISON 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

ADDITIONAL NOTE:
Side yard building set back lines are 10° or 10% of the distance between side lot lines at the building setback line, as determined by the Kendall County Planning, Building and Zoning Department, whichever is greater.

COUNTY OF KENDALL ) STATE OF ILLINOIS

and that the plat hereon is a representation of the said survey. This is to certify that we have surveyed the premises above described,

Dated at Yorkville, Kendall County, Illinois, July 14, A.D. 2005.

flinois Professional Land Surveyor No. 3359 License Expiration 11/30/06

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown herson unless the description ordered to be surveyed contains a proper description of the required building lines or easements.

Basis of bearings: Geodetic North [Recorded Whitetail Ridge Plat of Subdivision]
No distance should be assumed by scaling.

No underground improvements have been located unless shown and neted. No representation as to awnership, use, or passession should be hereon implied. This Survey and Plot of Survey are void shitput original embossed or red colored.

sed and signoture affixed.

\* Field work completed Under construction at time of survey.

\* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

with this plot and AT ONCE report any

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DE = PARKE CHANAGE EASMENT
LE = LANGSUM CEAND CHASTRU

M.E = HANGSUM CEAND CONSTRU

S.E = SHEEL UTELLY EASMENT

LEE = PARKE UTELLY EASSMENT

R.S.L. = BRALDING SETBACK LIME WESCLAR EASTERN WESCLAR EASTERN WATENWACE AND CONSTRUCTION TARNIT

NOTE: 9/8" STEEL REBAR TO BE SET AT ALL LOT COMMETS VALESS OTHERWISE NOTED PER RECORDED PLAT OF SUBENHISON.

LOT 110 OF WHITETAIL RIDGE SUBDIVISION, KENDALL COUNTY, ILLINOIS

#### ← BACK

revolution investment	s			Results: 8
Document No Docume	eni Recorded Date	Party1	Party2	Legals
P202400006 PTAX	6/18/2024 1	WHITETAIL	REVOLUTIO	Sub: WHITET
2024000068 WARRA	NTY 6/18/2024 1	WHITETAIL	REVOLUTIO	Sub: WHITET
20240006856 6/18/2024 12:37:41 PM WARRANTY DEED Purchase more information and the image for this document	Parties  Party WHITETAIL DEVELOPMENT LIG Party 2: REVOLUTION INVESTMENTS LLG	Legals  WHITETAIL RIDGE L. 11  WHITETAIL RIDGE L: 11		onal
P202400002PTAX	3/7/2024 12:	.WIENCKOW	REVOLUTIO	Sub: WHITET

2024000024... WARRANTY ... 3/7/2024 12:...WIENCKOW... REVOLUTIO... Sub: WHITET... 2023000015... WARRANTY ... 2/14/2023 8:...CAK INVEST... REVOLUTIO... Sub: 181 WO... 2022000085... ASSIGNMEN... 5/16/2022 1... REVOLUTIO... BUSEY BANK Sub: 181 WO... 2022000085... MORTGAGE 5/16/2022 1... REVOLUTIO... BUSEY BANK 2022000085... WARRANTY ... 5/16/2022 1... CAK INVEST... REVOLUTIO...

Contact FAQ

# PLAT OF EASEMENT RELEASE PART OF LOTS 110 AND 111 WHITETAIL RIDGE KENDALL & NA-AU-SAY TOWNSHIPS KENDALL COUNTY ILLINOIS



Scale: 1" = 30"

PIN: 06-07-374-004 06-07-374-005

PROPERTY LOCATION:

5834 & 5862 CHAMPIONSHIP COURT YORKVILLE, ILLINOIS 60560

SURVEYOR'S NOTE:

\* 10% OF LOT WIDTH

Cronted of the Court of the Cou

OWNER'S CERTIFICATE

COMMONWEALTH EDISON COMPANY	
THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVE AND ACCEPTED,	:D
THIS, A.D. 20	·
BY:	
BY:	
TITLE:	
AT&T	
THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVE AND ACCEPTED,	D
THIS, A.D. 20	
BY:	
SIGNATURE	
PRINT NAME	
TITLE:	_
COMCAST	
THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVE AND ACCEPTED,	:D
THIS, A.D. 20	<u></u> .
BY:	
SIGNATURE BY:	
PRINT NAME	
TITLE:	
NICOR	
THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVE AND ACCEPTED,	:D
THIS, A.D. 20	·
BY:	
SIGNATURE  BY:	
PRINT NAME	
TITI F.	

\*\*SURVEYOR'S NOTE:
SIDEYARD SETBACK LINES ARE 10' OR 10% OF
WIDTH PER DETAIL ON WHITETAIL RIDGE
SUBDIVISION PLAT.

LEGAL DESCRIPTION OF EASEMENT TO BE RELEASED:

THE SOUTHWESTERLY 5.0 FEET OF LOT 111 (EXCEPT THE SOUTHEASTERLY 10.0 FEET AND THE NORTHWESTERLY 15.0 FEET THEREOF) AND THE NORTHEASTERLY 5.0 FEET OF LOT 110 (EXCEPT THE SOUTHEASTERLY 10.0 FEET AND THE NORTHWESTERLY 15.0 FEET THEREOF) ALL IN WHITETAIL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7, TOWNSHIP 36, RANGE 8, AND PART OF THE FORMER WAISH—KEE—SHAW RESERVATION, IN KENDALL AND NA—AU—SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS

DOCUMENT NO. 200500015985, IN KENDALL COUNTY, ILLINOIS.

) SS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )

COUNTY OF KENDALL )

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY STATE THAT WE HAVE PREPARED THIS PLAT OF EASEMENT RELEASE FOR THE PROPERTY DESCRIBED HEREON.

DATED AT YORKVILLE, ILLINOIS ON JULY 31, 2024.

ERIC POKORNY P.L.S. NO.

STATE OF ILLINOIS )
COUNTY OF KENDALL )
THIS IS TO CERTIFY THAT WE, AND ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON, AND DO WILLINGLY ACCEPT AND APPROVE THE EASEMENT RELEASE DESCRIBED HEREON.
DATED AT, ILLINOIS
THIS, A.D. 20
(OWNER'S NAME)
(OWNER'S NAME)
NOTARY'S CERTIFICATE
STATE OF ILLINOIS )
) SS COUNTY OF KENDALL )
I,, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, TO HEREBY CERTIFY THAT AND, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING OWNER'S CERTIFICATE, APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR USES AND PURPOSES THEREIN SET FORTH AS THEIR FREE AND VOLUNTARY ACT.
GIVEN UNDER MY HAND AND NOTARIAL SEAL,
THIS, A.D. 20
NOTARY PUBLIC

STATE OF ILLINOIS )

COUNTY OF KENDALL )

APPROVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS,

ON THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, A.D. 20\_\_\_\_.

CHAIRMAN OF COUNTY BOARD

COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS )

COUNTY OF KENDALL )

THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, AFORESAID,

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_,

A.D. 20\_\_\_\_, AT \_\_\_\_\_\_ O'CLOCK \_\_\_,M.

KENDALL COUNTY RECORDER

Legend

○=Found 3/4" Dia. Iron Pipe

●=Found 1/2" Dia. Iron Rod

○=Found 5/8" Dia. Iron Rod

(XX.XX')= Record Distance

XX.XX'= Measured Distance

N= North E= East
S= South W= West

R= Radius A= Arc Length

XXX = Fence

= Concrete/Asphalt

Michel C. Ensalaco, P.L.S. Exp. 11/30/2024
Eric C. Pokorny, P.L.S. Exp. 11/30/2024

TODD SURVEYING

Professional Land Surveying Services
"Cornerstone Surveying PC"

759 John Street, Suite D

Yorkville, IL 60560
Phone: 630-892-1309

MY COMMISSION EXPIRES \_\_\_\_\_.

Client: Revolution Builders

Book #: sheets Drawn By: JG. JJH | Plat #: 7249

Reference:
Field Work Completed: 7/19/2024

Rev. Date Rev. Description

Project Number:

2024-0533 Release

Survey is only valid if original seal is shown in red.

## Topographic Exhibit

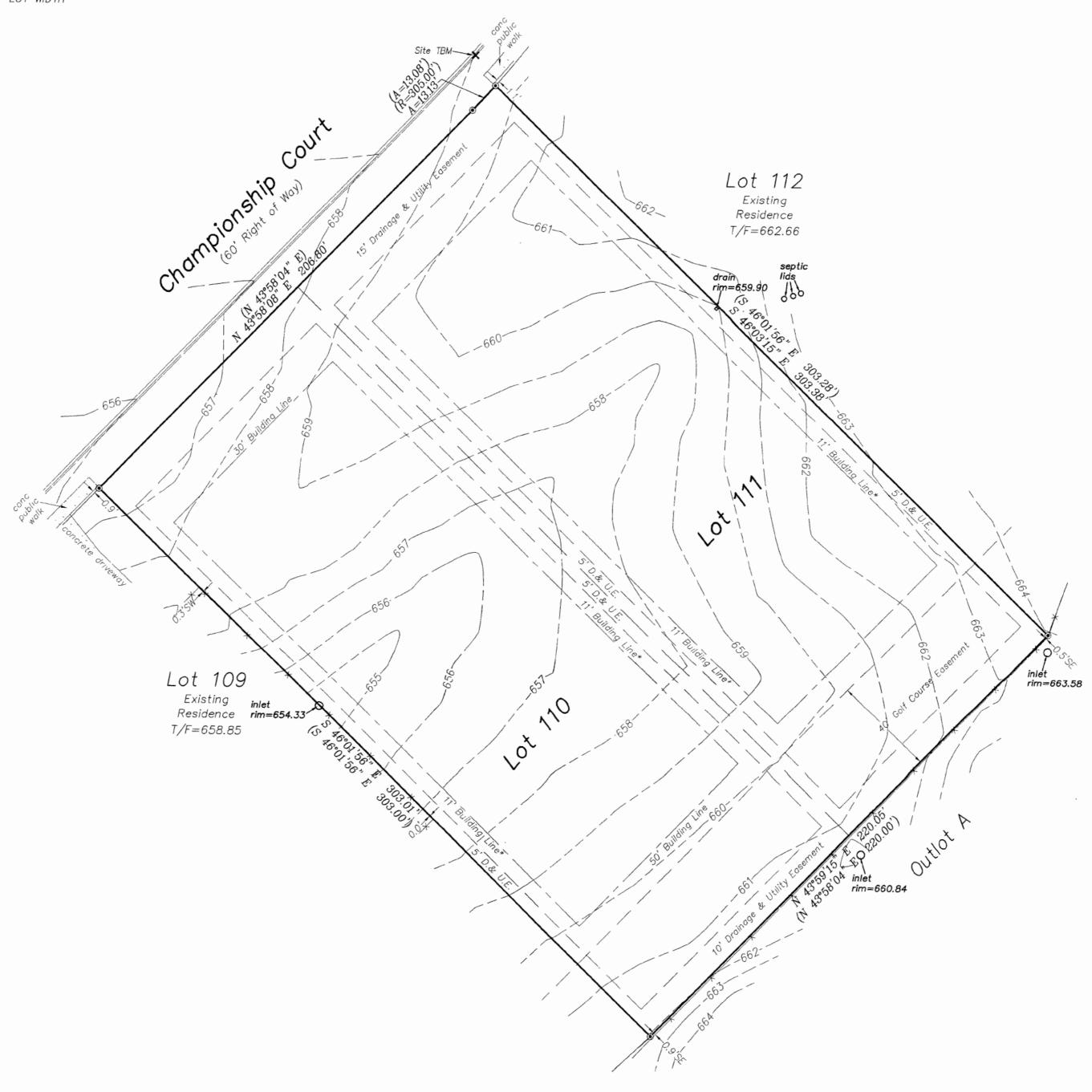
LOTS 110 AND 111 OF WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36, RANGE 7, PART OF SECTION 7, TOWNSHIP 36, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5862 & 5834 CHAMPIONSHIP COURT, YORKVILLE, ILLINOIS.

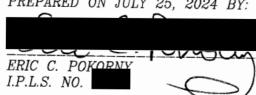
PROPERTY CONTAINS: 1.53 ACRES / 66,667.6 SQUARE FEET, MORE OR LESS

#### SURVEYOR'S NOTE:

\* 10% OF LOT WIDTH



PREPARED ON JULY 25, 2024 BY:





Scale: 1" = 30'●=Found 5/8" Dia. Iron Rod (XX.XX')= Record Distance XX.XX'= Measured Distance N= North E= East S= South W= West R= Radius A= Arc Length -X - X - X = Fence= Concrete/Asphalt D.&U.E.= Drainage & Utility Easement Michel C. Ensalaco, P.L.S. Exp. 11/30/2024 Eric C. Pokorny, P.L.S. Exp. 11/30/2024

Professional Land Surveying Services "Cornerstone Surveying PC"
759 John Street, Suite D
Yorkville, IL 60560
Phone: 630-892-1309

Survey is only valid if original seal is shown in red.

Revolution Builders Book #: sheets Drawn By. JG. JJH Plat #: 7249 Field Work Completed: 7/19/2024 Rev. Date Rev. Description

Project Number:

2024-0533

#### Attachment 4

#### **Matt Asselmeier**

From:

Greg Chismark < gchismark@bodwegroup.com>

Sent:

Thursday, August 22, 2024 7:06 AM

To:

Matt Asselmeier

Subject:

[External]RE: Kendall County Petition 24-27

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.

#### Matt.

I have no concerns. I checked the original subdivision plans and see no utilities. Drainage patterns should remain unaffected. Let me know if you want something more than this e-mail.

Greg

#### Greg Chismark, PE

Mobile 847-344-5619 | Office 630-338-8527 | gchismark@bodwegroup.com

From: Matt Asselmeier < masselmeier@kendallcountyil.gov>

Sent: Wednesday, August 21, 2024 1:08 PM

To: Greg Chismark < gchismark@bodwegroup.com>

Subject: Kendall County Petition 24-27

#### Greg:

The County received a request to vacated the public utility and drainage easement between lots 110 and 111 in Whitetail Ridge.

The topo is attached.

Do you have any concerns regarding this vacation from a stormwater perspective?

#### Thanks,

Matthew H. Asselmeier, AICP, CFM Director Kendall County Planning, Building & Zoning 111 West Fox Street Yorkville, IL 60560-1498

PH: 630-553-4139 Fax: 630-553-4179

#### **Matt Asselmeier**

From:

Debbie Mika <

Sent:

Thursday, August 22, 2024 7:53 AM

To:

Matt Asselmeier

Subject:

[External]Re: 5862 Championship Court

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,

The HOA has no issues.

Thanks.

Debbie Mika

From: Matt Asselmeier < masselmeier@kendallcountyil.gov>

Sent: Wednesday, August 21, 2024 1:09:48 PM

To: Debbie Mika <tdmika@live.com> Subject: 5862 Championship Court

#### Debbie:

The County received a request from Steve Jeffers on Behalf of Revolution Investment, LLC to vacate a public utility and drainage easement between Lots 110 and 111 in Whitetail Ridge in order to be able to construct a house in the middle of the combined lots.

Does the HOA have any objections to this vacation?

#### Thanks,

Matthew H. Asselmeier, AICP, CFM Director Kendall County Planning, Building & Zoning 111 West Fox Street Yorkville, IL 60560-1498

PH: 630-553-4139 Fax: 630-553-4179