

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

March 7, 2017 - 9:00 a.m.

CALL TO ORDER

ROLL CALL: **County Board:** Robert Davidson, PBZ Committee Chair; **County Highway Department:** Fran Klaas, County Engineer; **Wills Burke Kelsey:** Greg Chismark, Stormwater Consultant; **County Health Department:** Aaron Rybski, Director Environmental Health; **Forest Preserve District:** David Guritz, Director; **SWCD:** Megan Andrews, Resource Conservationist; **Sheriff's Office:** Commander Jason Langston; **PBZ:** Brian Holdiman, Code Official; Matt Asselmeier, Senior Planner

APPROVAL OF AGENDA

APPROVAL OF MINUTES: Approval of the December 6, 2016 ZPAC meeting minutes.

PETITIONS:

1. **17-05 DKR Group, Inc. (Prospective Buyer) and Keith and Kathleen Warpinski (Current Owners)**

Request Special Use Permit to Operate a Landscaping Business
Location 0.31 Miles East of Route 47 on the North Side of Walker Road, Kendall Township
Purpose Prospective Buyer Desires to Operate a Landscaping Business at the Subject Property.

REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

None

UPDATES OF PETITIONS

1. 16-14 Delaney Gun Range
2. 16-22 Jet's Towing
3. 16-26 Pagel Rezoning

OLD BUSINESS/ NEW BUSINESS

PUBLIC COMMENT

ADJOURNMENT- Next meeting on April 4, 2017

**ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC)
December 6, 2016 – Meeting Minutes**

Mike Hoffman called the meeting to order at 9:06 a.m.

Present:

Fran Klaas – Highway Department
Aaron Rybski – Health Department
David Guritz- Forest Preserve
Mike Hoffman- Teska
Jason Langston – Sheriff's Office

Absent:

Greg Chismark – WBK Engineering, LLC
Megan Andrews – Soil & Water Conservation District
Brain Holdiman- PBZ Department

Audience: No one in attendance

AGENDA

Mr. Klaas made a motion, seconded by Mr. Guritz, to approve the agenda. With a voice vote the motion carried.

MINUTES

Mr. Klaas made a motion, seconded by Mr. Guritz, to approve the September 6, 2016 meeting minutes with a correction to the spelling of Mr. Klaas's name. With a voice vote of 5-0 ayes, the motion carried.

PETITIONS

Petition 16-26 – Pagel

Mike Hoffman summarized the petition, noting the request to rezone approximately 3 acres from R-1 to R-3 to allow the lot to be split into two parcels and an additional home constructed. He noted that there is property zoned R-3 immediately to the west. Mr. Rybski noted that his office did not have a record of the septic field for the existing home, and would like to make sure that the proposed lot would not interfere with that existing field. Mr. Hoffman noted he would raise the issue with the applicant. Fran Klaas asked if they plan to submit for a two lot subdivision, and noted a potential issue with right-of-way dedication along Douglas Road with how it might impact the setback of the existing home. Mr. Hoffman suggested he would follow-up with the applicant's attorney Mr. Kramer.

Mr. Klaas made a motion, seconded by Mr. Guritz to recommend approval and move the case on to the January 25th, 2017 Regional Planning Commission meeting. Approved unanimously via voice vote.

REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

Mr. Hoffman noted that the Lasky plat of vacation (16-17) was approved by the County Board in September and both the High Grove rezoning and preliminary/final plat (16-21) were approved by the County Board in October. He also noted that the Bluffs Inc. d/b/a Cider Creek special use (16-25) was also approved by the County Board on October 17th, 2016.

OLD BUSINESS - None

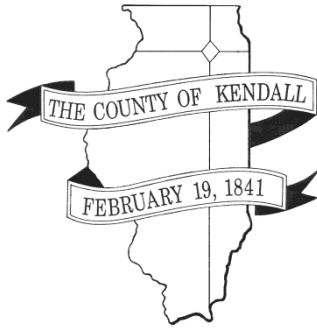
NEW BUSINESS

Mr. Hoffman noted that an updated schedule for planning and zoning activity was being created, and ask if the committee was comfortable maintaining the same first Tuesday of the month meeting schedule. All members present confirmed that was acceptable.

PUBLIC COMMENT - None

ADJOURNMENT

Mr. Guritz made a motion, seconded by Mr. Klaas, to adjourn. With a voice vote of all ayes, the motion carried. The ZPAC, at 9:16 am, adjourned.



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 17-05

DKR Group, Inc. and Keith and Kathleen Warpinski A-1 Special Use – Landscape Operation

INTRODUCTION

DKR Group, Inc. and Keith and Kathleen Warpinski are requesting an A-1 Special Use to operate a landscaping business at the subject property. DKR Group, Inc. desires to purchase the property from the Warpinskis.

SITE INFORMATION

PETITIONER DKR Group, Inc. (Prospective Buyer) and Keith and Kathleen Warpinski (Current Owners)

ADDRESS Between 9239 and 9125 Walker Road

LOCATION 0.31 Miles East of Route 47 on the North Side of Walker Road



TOWNSHIP Kendall

PARCEL # 05-21-400-011

LOT SIZE 6.57 acres

EXITING LAND USE
ZONING Residential/Agricultural
A-1 Agricultural District

LRMP	Land Use	Agricultural
	Roads	Walker Road is a County Road classified as a Minor Collector Road
	Trails	Trails are planned along Walker Road and along the Middle Aux Sable Creek
	Floodplain/ Wetlands	The Middle Aux Sable Creek is located near the northern property line

REQUESTED ACTION A-1 Special Use to operate a landscaping business

APPLICABLE REGULATIONS Section 7.01 D.28 – A-1 Special Uses – Permits Landscape Businesses with the following stipulations:

1. All vehicles, equipment and materials associated with a landscaping business shall be stored entirely within an enclosed structure, unless otherwise permitted under the terms of this Special Use Permit.
2. The business shall be located on, and have direct access to, a State, County or Collector Highway as identified in the County's LRMP, having an all-weather surface, designed to accommodate loads of at least 73,280 lbs, unless otherwise approved in writing by the agency having jurisdiction over said Highway. Such approvals shall establish limitations as to the number of employees and types of vehicles coming to and from the site that are engaged in the operation of the use (including delivery vehicles). These restrictions shall be included as controlling conditions of the Special Use. (Amended 7/17/2007)

3. No landscape waste generated off the property can be burned on this site

Section 13.08 – Special Use Procedures

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Agricultural	A-1	Rural Res.; Trans. Corridor	A-1; A-1 SU
South	Agricultural/Residential	A-1	Rural Estate Res.; Comm.; Trans. Corridor	A-1
East	Agricultural/Residential	A-1	Rural Res.	A-1
West	Agricultural/Residential	A-1	Rural Res.; Comm.; Trans. Corridor	A-1; B-3

Two (2) houses are located east of the property; one (1) house is located to the south of the property; one (1) house is located west of the property.

Commonwealth Edison also has a planned area along the east side of Route 47.

PHYSICAL DATA

ENDANGERED SPECIES REPORT

EcoCAT Report submitted and consultation was terminated.

NATURAL RESOURCES INVENTORY

Application submitted, but none received. Required prior to RPC.

ACTION SUMMARY

KENDALL TOWNSHIP

Petition information was sent to Kendall Township 2.23.17. No comments have been received from Kendall Township.

UNITED CITY OF YORKVILLE

Petition information was sent to the United City of Yorkville 2.22.17. This matter will be discussed on 3.8.17 at their PZC meeting.

BUSINESS OPERATION

DKR Group, Inc., operated by Kevin Manning, desires to operate K & D Enterprise Landscape Management, Inc. at the subject property. The business will employ a maximum of three (3) people onsite. The anticipated hours of operation shall be from 7:00 A.M. until 5:00 P.M., Monday-Friday, and no work will be conducted on the premises. Business related equipment includes trucks, trailers, and skid loaders. The property is intended to be used for seasonal storage of equipment; the petitioner intends to continue operating the main portion of his business in Joliet.

Mr. Manning possesses twenty-five (25) years of industry experience and has a degree in Horticulture from the University of Illinois. Mr. Manning also sits on the Illinois Landscape Contractors Association (ILCA) Board.

BUILDING CODES

Attachment 1-Zoning Plat showed an approximately 5,800 square foot building and an approximately 24,600 square foot house proposed for construction on the property. The building used for the business shall be an FBI pole building. The building will have two (2) bays. Electricity will be in the building and the petitioner desires to run plumbing to the building at some point in the future. Elevations of the building were included as Attachment 13. The petitioner hopes to start construction of the building in Fall 2017. The petitioner plans to live in the house and hopes to construct the house in the next five (5) years. The buildings will require building permits.

ACCESS

The property fronts Walker Road. The petitioner proposes installing an approximately 575 foot in length gravel driveway. The driveway would be six inches (6") of three inch (3") stone and six inches (6") of CA6, approximately twelve to fourteen feet (12'-14') wide.

TRAILS

The United City of Yorkville's Integrated Transportation Plan and Kendall County's Multi-Use Trail Plan call for trails along Walker Road and along the Middle Aux Sable.

PARKING

The petitioners did not provide a specific parking plan. All equipment and vehicles are required to park indoors during non-business hours. According to the Attachment 1-Zoning Plat, a parking area could be located immediately south of the proposed FBI building.

LIGHTING

The petitioner said that he would install security lighting on the buildings.

SIGNAGE

The petitioner does not plan to install any business related signage on the property.

SCREENING

The Zoning Ordinance requires all vehicles, equipment and materials associated with a landscaping business shall be stored entirely within an enclosed structure, unless otherwise permitted under the terms of this Special Use Permit. The petitioner indicated all equipment will be stored within the proposed building satisfying this requirement.

STORMWATER

The northern portion of the property touches the Middle Aux Sable Creek (See Attachment 8). WBK Engineering reviewed this proposal and expressed suggestions for handling the area near the Middle Aux Sable Creek. WBK requested that the applicant depict the regulatory floodplain limits on their plans and should be restricted from any activity within the floodplain. They further recommended that any landscaping not extend into the floodplain without a permit from the County and that a fence be erected along the floodplain as a precaution against inadvertent encroachment. Their letter is included as Attachment 12. The petitioner requested that, in lieu of a fence, he place posts every fifty feet (50') along the edge of the floodplain with signage indicating a floodplain is present.

CONCLUSION

The proposed use of the property for a landscaping operation is considered permitted as special use in the A-1 District with certain requirements.

RECOMMENDATION

If approved, staff recommends the following conditions be included in the approving special use ordinance:

1. The granting of this special use is only for a landscape operation.
2. No outside storage of vehicles, equipment, or materials is allowed. All vehicles and equipment associated with the business must be parked indoors during non-business hours.
3. Landscape plantings, permanent, and temporary structures shall not be installed in the floodplain without the issuance of a permit from the County. To assist with compliance with this restriction, the petitioners shall install posts every fifty feet (50') along the floodplain with signage indicating that a floodplain exists at that location. The posts and signage shall be erected within thirty (30) days of the petitioner acquiring the property. Thereafter, the posts and signage shall remain on the property for the duration of the special use permit.
4. Except for the signage listed in restriction 3, no other commercial related signage shall be allowed on the property.
5. The maximum number of employees for the business allowed on the property at one time by this special use permit shall be three (3).
6. The hours of operation for the business allowed by this special use permit shall be restricted to Monday-Friday between the hours of 7:00 A.M. and 5:00 P.M. local time.
7. **Trail ROW Dedication**
8. **Landscaping for Neighboring Structure**
9. The owner of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws as they relate to this type of business.
10. Failure to follow the above restrictions could result in the revocation of the special use permit as allowed by the Zoning Ordinance of Kendall County.

The results of an NRI report must be submitted prior to the issuance of the special use permit.

ATTACHMENTS

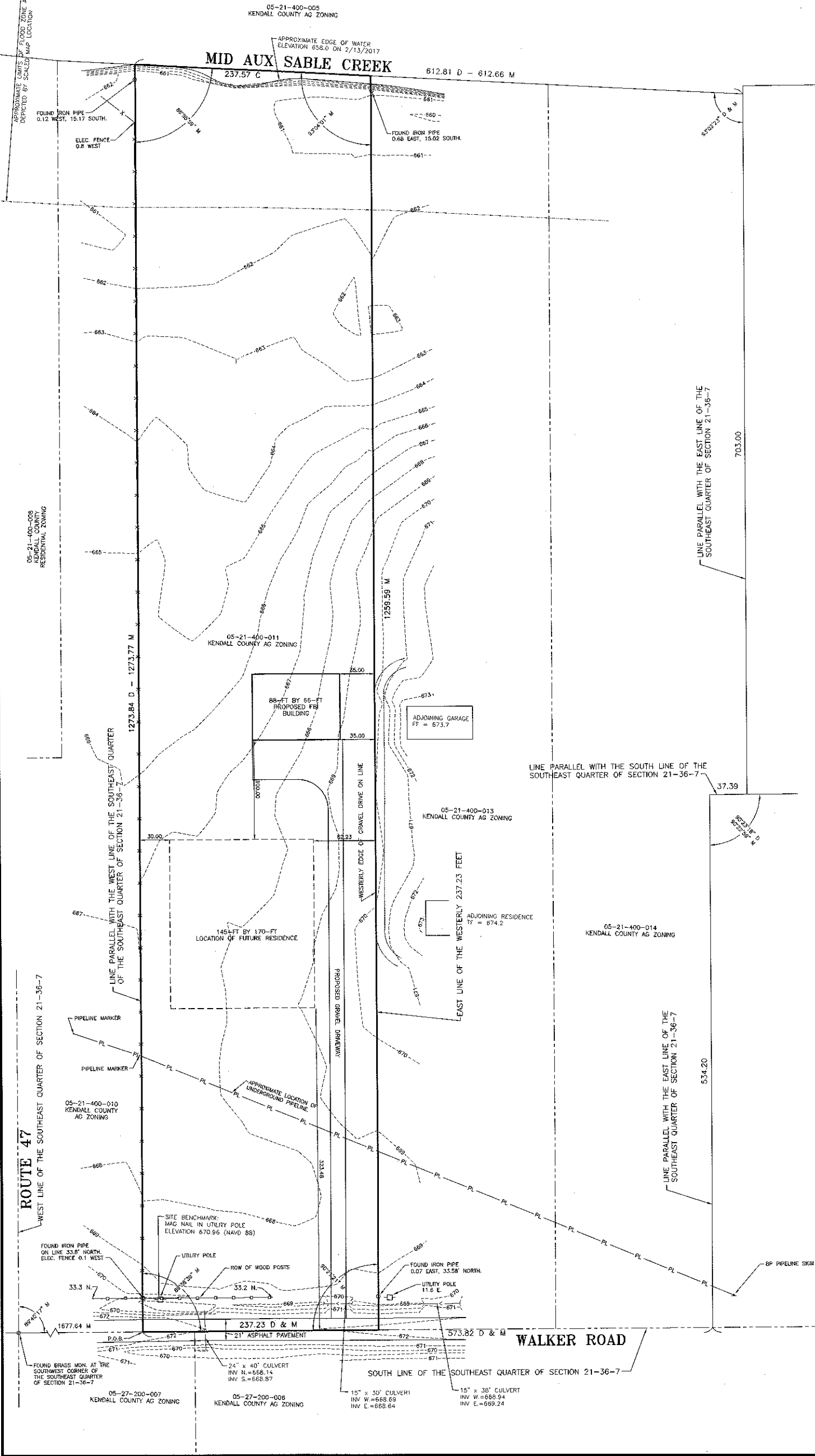
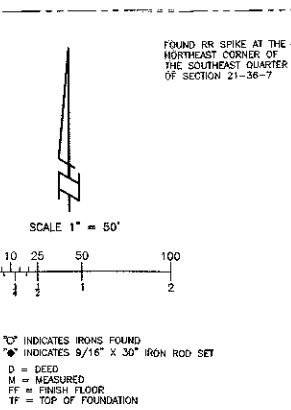
1. Zoning Plat
2. Application
3. Aerial
4. Disclosure of Beneficiaries Form
5. DKR Group Information
6. EcoCat
7. Findings of Fact (Applicants Version)

8. Floodplain Aerial
9. NRI Application
10. Purchase Contract
11. Title Insurance
12. WBK Engineering Letter 2.23.17
13. Building Elevations
14. East Property Line Looking North
15. West Property Line Looking North
16. Looking North
17. Approximate Shed Location Looking East
18. Approximate Shed Location Looking Southeast
19. Approximate Shed Location Looking South
20. Approximate Shed Location Looking Southwest
21. Approximate Shed Location Looking West
22. Approximate Shed Location Looking Northwest

PLAT OF SURVEY WITH TOPOGRAPHY

P.I.N. = 05-21-400-011
ADDRESS = WALKER ROAD, YORKVILLE, ILLINOIS
GROSS AREA = 6.90 Acres

THE WESTERLY 237.23 FEET AS MEASURED ALONG THE SOUTH LINE, OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 981.53 FEET FOR THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTH LINE, 573.82 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER 534.20 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTH LINE, WHICH FORMS AN ANGLE OF 90 DEGREES 23 MINUTES 18 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM 37.39 FEET; THENCE NORTHERLY PARALLEL WITH SAID EAST LINE 703.00 FEET; THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 93 DEGREES 02 MINUTES 23 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 612.81 FEET, TO A LINE DRAWN NORTHERLY, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER FROM THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID PARALLEL LINE 1273.84 FEET TO THE POINT OF BEGINNING, IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.



- NOTES:
1. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
 2. FOR THIS SURVEY TO BE CONSIDERED AN ORIGINAL DOCUMENT, THE SURVEYOR'S SEAL MUST EITHER BE EMBOSSED OR AN INK STAMP IN THE COLOR RED.
 3. GEOTECH INCORPORATED PROFESSIONAL DESIGN FIRM NUMBER 184-000165.
 4. FIELD WORK COMPLETED ON FEBRUARY 13, 2017.
 5. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
 6. NO BUILDINGS ARE CONSTRUCTED ON THIS PARCEL.
 7. TOPOGRAPHY BASED ON NAVD 88 DATUM AS DERIVED FROM TRIMBLE NETWORK REFERENCE BASE STATIONS.
 8. APPROXIMATE FLOOD ZONE AREA SHOWN BY SCALED LOCATION FROM FLOOD INSURANCE RATE MAP NUMBER 17093C01256, EFFECTIVE DATE FEBRUARY 4, 2009.

STATE OF ILLINOIS }
COUNTY OF WILL }
I, CHRISTOPHER M. PAPESH, A PROFESSIONAL LAND SURVEYOR
IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE SURVEYED, STAKED,
LOCATED THE IMPROVEMENTS ON, AND PLATTED THE LAND DESCRIBED IN THE
FOREGOING CAPTION AND SHOWN ON THIS PLAT, AND THAT THIS PLAT IS A
CORRECT REPRESENTATION THEREOF, DATED AT CREST HILL, ILLINOIS THIS
17th DAY OF February, 2017, A.D.
Christopher M. Papesh
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3386
LICENSE EXPIRATION DATE 11/30/2019

GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

PLAT OF SURVEY & TOPOGRAPHY
Walker Road, Yorkville, Il.
part of the Southeast Quarter of
Section 21, T 36 N, R 7 E

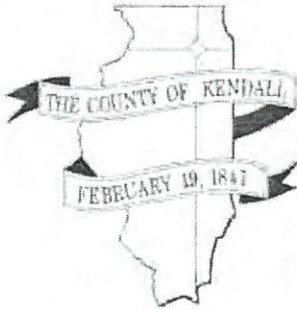
FOR: KEVIN MANNING
2128 GOULD COURT,
ROCKDALE, IL 60436

DRAWN BY: R.D.
CHECKED BY: C.M.P.

JOB # 19713
DATE: 2/3/17

DATE BY REVISION

Attachment 2- Application




DEPARTMENT OF PLANNING, BUILDING & ZONING

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

APPLICATION

PROJECT NAME Warpinski DKR Group, Inc. FILE # 17-05

NAME OF APPLICANT DKR Group, Inc.		
CURRENT LANDOWNER/NAME(s) Keith Warpinski and Kathleen Warpinski		
SITE INFORMATION ACRES 6.9	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN) 05-21-400-011
EXISTING LAND USE Ag	CURRENT ZONING A-1	LAND CLASSIFICATION ON LRMP
REQUESTED ACTION (Check All That Apply): <input checked="" 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 type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.) <input type="checkbox"/> AMENDMENT TO A SPECIAL USE (<input type="checkbox"/> Major; <input type="checkbox"/> Minor)		
1PRIMARY CONTACT Thomas Osterberger	PRIMARY CONTACT MAILING ADDRESS 111 N. Ottawa St, Joliet, IL 60432	PRIMARY CONTACT EMAIL tosterberger@kggllc.com
PRIMARY CONTACT PHONE # 815-727-4511	PRIMARY CONTACT FAX # 815-727-1586	PRIMARY CONTACT OTHER # (Cell, etc.)
2ENGINEER CONTACT	ENGINEER MAILING ADDRESS	ENGINEER EMAIL
ENGINEER PHONE #	ENGINEER FAX #	ENGINEER OTHER # (Cell, etc.)
I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.		
I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES.		
SIGNATURE OF APPLICANT 		DATE <u>2/20/17</u>

FEE PAID: \$ 1155.00
CHECK #: 19345

¹Primary Contact will receive all correspondence from County

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



KENDALL COUNTY
DISCLOSURE OF BENEFICIARIES FORM

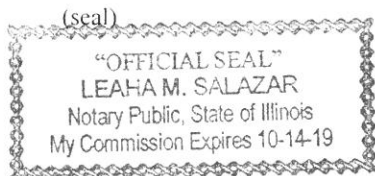
1. Applicant DKR Group, Inc.
Address 2128 Gould Court
City Rockdale State IL Zip 60436
2. Nature of Benefit Sought SUP
3. Nature of Applicant: (Please check one)
☐ Natural Person (a)
☒ Corporation (b)
☐ Land Trust/Trustee (c)
☐ Trust/Trustee (d)
☐ Partnership (e)
☐ Joint Venture (f)
4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:
5. If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each person or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	INTEREST
Kevin Manning,	2128 Gould Court, Rockdale, IL 60436	100% shareholder
6. Name, address, and capacity of person making this disclosure on behalf of the applicant:
Thomas Osterberger, 111 N. Ottawa Street, Joliet, IL 60432, attorney for applicant

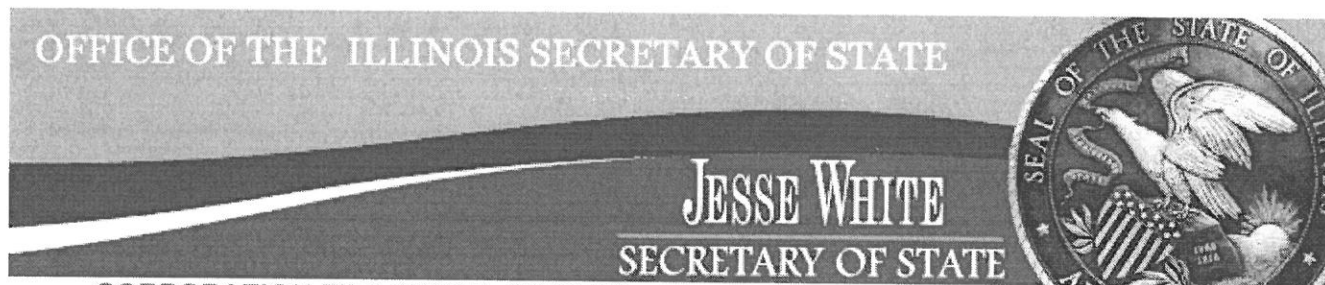
VERIFICATION

I, Thomas R. Osterberger, being first duly sworn under oath that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make the disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 20th day of Feb, A.D. 2017



Leaha M. Salazar
Notary Public



CORPORATION FILE DETAIL REPORT

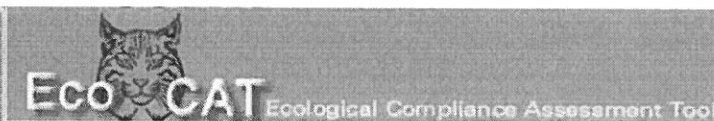
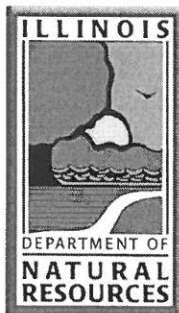
File Number	63333719		
Entity Name	DKR GROUP, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	01/28/2004	State	ILLINOIS
Agent Name	KEVIN L MANNING	Agent Change Date	12/22/2014
Agent Street Address	2128 GRAND CT	President Name & Address	KEVIN L MANNING BELOW
Agent City	ROCKDALE	Secretary Name & Address	SAME 2128 GOULD CT ROCKDALE 60436
Agent Zip	60436	Duration Date	PERPETUAL
Annual Report Filing Date	02/01/2017	For Year	2017

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(One Certificate per Transaction)

OTHER SERVICES

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Applicant: DKR Group, Inc.
Contact: Thomas Osterberger
Address: 111 N. Ottawa Street
Joliet, IL 60432

IDNR Project Number: 1707421
Date: 02/21/2017

Project: NA
Address: Walker Road, Unincorporated

Description: Issuance of a special Use for a landscape business to allow storage of landscape equipment in 6,000 square foot farm building.

Natural Resource Review Results

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

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

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

Location

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

County: Kendall

Township, Range, Section:
36N, 7E, 21



IL Department of Natural Resources
Contact
Keith Shank
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
Kendall County
Matt Asselmeier
111 West Fox Street
Yorkville, Illinois 60560

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases. Geographic Information

Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

Page 1 of 3

Attachment 7-Findings of Fact (Applicant's Version)

Please fill out the following findings of fact to the best of your capabilities. §13.08.J of the Zoning Ordinance outlines findings that the Hearing Officer shall consider in rendering a decision, but is not required to make an affirmative finding on all items in order to grant a **special use**. They are as follows:

That the establishment, maintenance, and operation of the special use will not be detrimental to, or endanger, the public health, safety, morals, comfort, or general welfare.

The requested special use is consistent with the agricultural use presently permitted in the A-1 zoning classification and will not be detrimental to the rural area.

That the special use will not be substantially injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole.

The construction of a farm storage building and its use from time to time of the farm building for storage of landscape equipment will be consistent with the present uses in the area. No outdoor storage will be requested or utilized.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided.

Access is from Walker Road and utilities are in the area.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer.

The proposed use is consistent with construction and use of a farm building in the A-1 District.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies.

The use is consistent and with the Plan and there is no difference between the Plan, the current use under A-1 and the use proposed by the Special Use application.

1:6,350

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Kendall County Illinois GIS, FEMA
Kendall County Illinois GIS



Kendall County Soil & Water
Conservation District

7775A Route 47, Yorkville, Illinois 60560 • (630)553-5821 extension 3



www.kendallswcd.org

NATURAL RESOURCE INFORMATION (NRI) REPORT APPLICATION

Petitioner: DKR GROUP, Inc.

Address: 1228 Gould Court

City, State, Zip: Rockdale, IL 60436

Phone Number: ()

Email:

Contact Person: Thomas Osterberger

111 N. Ottawa Street

Joliet, IL 60432

(81) 727-4511

tosterberger@kggllc.com

Please select: How would you like to receive a copy of the NRI Report? ☒ Email ☒ Mail

Site Location & Proposed Use

Township Name Kendall Township 36 N, Range 7 E, Section(s) 21

Parcel Index Number(s) 05-21-400-011

Project or Subdivision Name NA Number of Acres 6.9

Current Use of Site AG Proposed Use AG with SUP for Landscape Business

Proposed Number of Lots NA Proposed Number of Structures 1

Proposed Water Supply NA Proposed type of Wastewater Treatment NA

Proposed type of Storm Water Management None

Type of Request

☐ Change in Zoning from _____ to _____

☐ Variance (Please describe fully on separate page)

☒ Special Use Permit (Please describe fully on separate page)

Name of County or Municipality the request is being filed with: Kendall

In addition to this completed application form, please including the following to ensure proper processing:

☒ Plat of Survey/Site Plan – showing location, legal description and property measurements

☒ Concept Plan - showing the locations of proposed lots, buildings, roads, stormwater detention, open areas, etc.

☐ If available: topography map, field tile map, copy of soil boring and/or wetland studies

☐ NRI fee (Please make checks payable to Kendall County SWCD)

The NRI fees, as of July 1, 2010, are as follows:

Full Report: \$375.00 for five acres and under, plus \$18.00 per acre for each additional acre or any fraction thereof over five.

Executive Summary Report: \$300.00 (KCSWCD staff will determine when a summary or full report will be necessary.)

Fee for first five acres and under \$ 375.00

2 Additional Acres at \$18.00 each \$ 36.00

Total NRI Fee \$ 411.00

NOTE: Applications are due by the 1st of each month to be on that month's SWCD Board Meeting Agenda. Once a completed application is submitted, please allow 30 days for inspection, evaluation and processing of this report.

I (We) understand the filing of this application allows the authorized representative of the Kendall County Soil and Water Conservation District (SWCD) to visit and conduct an evaluation of the site described above. The completed NRI report expiration date will be 3 years after the date reported.

Thomas Osterberger
Petitioner or Authorized Agent

2/20/17
Date

This report will be issued on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, handicap or marital status.

FOR OFFICE USE ONLY

NRI# 1702 Date initially rec'd 2/21/17 Date all rec'd _____ Board Meeting 3/13/17
Fee Due \$ 411.00 Fee Paid \$ 411.00 Check # 19350 Over/Under Payment _____ Refund Due _____

MEK



VACANT LAND SALES CONTRACT

(This is not to be used for Tear Down)



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2
3 Buyer(s) (Please Print) DKR Group, Inc.

4
5 Seller(s) (Please Print) KEITH + KATHLEEN WARPINSKI

6 If Dual Agency applies, complete Optional Paragraph 27.

7
8 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller
9 agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage
10 of 6.57 ac. commonly known as: SEC 21 - 36 - 7, IN SE 1/4 SE 1/4

11 Address City State Zip

12 KENDALL 05-21-400-011

13 County Permanent Index Number(s) of Real Estate

14
15 **3. PURCHASE PRICE:** Purchase Price of \$ 165,000 shall be paid as follows: Initial

16 earnest money of \$ 2,000 by (☒ check), (☐ cash), OR (☐ note due on
17 12/30/2016, 20) to be increased to a total of \$ n/a by n/a

18 20 . The earnest money and the original of this Contract shall be held by the Listing Company, as "Escrowee",
19 in trust for the mutual benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at
20 Closing by wire transfer of funds, or by certified, cashier's, mortgage lender's or title company's check (provided that
21 the title company's check is guaranteed by a licensed title insurance company).

22
23 **4. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if the
24 Contract may be terminated by either Party, the following shall be incorporated by reference: "the Earnest Money shall
25 be refunded to the Buyer upon written notice of the Parties to the Escrowee".

26
27 **5. MORTGAGE CONTINGENCY:** This Contract is contingent upon Buyer obtaining a firm written mortgage
28 commitment (except for matters of title and survey or matters totally within Buyer's control) on or before
29 , 20 for a (choose one) ☐ fixed ☐ adjustable; (choose one) ☐ conventional

30 ☒ other loan of \$ 143,000 or such lesser amount as Buyer elects to take, plus private mortgage
31 insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not exceed 6.75% per annum, amortized
32 over not less than years. Buyer shall pay loan origination fee and/or discount points not to exceed % of the
33 loan amount. Buyer shall pay the cost of application, usual and customary processing fees and Closing costs charged by
34 lender. Buyer shall make written loan application within five (5) business days after the Date of Acceptance. **Failure to**
35 **do so shall constitute an act of default under this Contract.** If Buyer, having applied for the loan specified above, is
36 unable to obtain such loan commitment and serves written notice to Seller within the time specified, this Contract shall
37 be null and void. **If written notice of inability to obtain such loan commitment is not served within the time**
38 **specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and**
39 **effect. Unless otherwise provided herein, this Contract shall not be contingent upon the sale and/or closing of**
40 **Buyer's existing real estate.** Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer
41 obtains a loan commitment in accordance with the terms of this paragraph even though the loan is conditioned on the
42 sale and/or closing of Buyer's existing real estate.

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Buyer Initial KM Buyer Initial KW Seller Initial KL Seller Initial KL
Address, PA 05-21-400-011

43 If Seller at Seller's option and expense, within thirty (30) days after Buyer's notice, procures for Buyer such
 44 commitment or notifies Buyer that Seller will accept a purchase money mortgage upon the same terms, this Contract
 45 shall remain in full force and effect. In such event, Seller shall notify Buyer within five (5) Business Days after Buyer's
 46 notice of Seller's election to provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested
 47 information and shall sign all papers necessary to obtain the mortgage commitment and to close the loan.

48
 49 **6. CLOSING:** Closing or escrow payout shall be on FEB. 1ST, 2017, or at such time as
 50 mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office situated
 51 geographically nearest the Real Estate or as shall be agreed mutually by the Parties.

52
 53 **7. POSSESSION:** Possession shall be granted to Buyer(s) at the completion of closing unless otherwise agreed in
 54 writing by the parties.

55
 56 **8. PRORATIONS:** Proratable items shall include, without limitation, rents and deposits (if any) from tenants, water and
 57 sewer. Seller agrees to pay prior to or at Closing any special assessments (governmental or association) confirmed prior
 58 to Date of Acceptance. The general Real Estate taxes shall be prorated as of the date of Closing based on 105 %
 59 of the most recent ascertainable full year tax bill. All prorations shall be final as of Closing.

60
 61 **9. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS selected for use and
 62 initiated by the Parties which are contained on the succeeding pages and the following attachments, if any:
 63 Subject to condition of 10 days to determine appropriate
 64 zoning / use status.

65 **10. BUILDING AND SEWAGE PERMITS CONDITION:** This Contract is subject to the condition that Buyer(s)
 66 obtain within _____ business days after the date of this contract, at Buyer's expense, a building permit and an acceptable
 67 septic percolation test or ~~sewage tap-on permit from the applicable governmental agency having jurisdiction over the~~
 68 subject Property. If Buyer(s) has properly, diligently, and promptly applied for said permits and approvals and has been
 69 unable to obtain the permits within the times specified, Buyer(s) may, at Buyer's option, within one (1) business day of
 70 the time specified, serve written notice of such failure and inability to obtain the necessary permits upon Seller(s) or
 71 Seller's attorney, and in such event this Contract shall become null and void and all earnest money paid by Buyer(s)
 72 shall be refunded to Buyer(s). ~~IN THE EVENT BUYER(S) DOES NOT SERVE WRITTEN NOTICE WITHIN THE~~
 73 ~~TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO~~
 74 ~~AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.~~

75
 76 **11. SOIL TEST/FLOOD PLAIN CONDITION:** This Contract is subject to Buyer obtaining within _____
 77 _____ business days from date of acceptance a soil boring test and/or Flood Plain Determination at a site or sites of
 78 Buyer's choice on the Property to obtain the necessary permits from the appropriate governmental authorities for the
 79 improvement contemplated by the Buyer. Such determination and tests shall be at Buyer's expense. In the event Flood
 80 Plain Determination and such tests are unsatisfactory, at the option of Buyer, and upon written notice to Seller within
 81 one (1) business day of the time set forth above, this contract shall be null and void and earnest money shall be refunded
 82 to Buyer upon mutual written direction of Seller and Buyer or the escrow agent. In the event the Buyer does not serve
 83 written notice within the time specified herein, this provision shall be deemed waived by all parties hereto and this
 84 contract shall continue in full force and effect.

85
 86 **12. ATTORNEY REVIEW:** The respective attorneys for the Parties may approve, disapprove, or make modifications
 87 to this Contract, other than stated Purchase Price, within five (5) business days after the Date of Acceptance.
 88 Disapproval or modification of this Contract shall not be based solely upon stated Purchase Price. Any notice of

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 KM Buyer Initial KW Seller Initial KOW Seller Initial
 Address, PIN 05-21-400-011

89 disapproval or proposed modification(s) by any Party shall be in writing. If written notice is not served within the
 90 time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force
 91 and effect. If prior to the expiration of ten (10) Business Days after Date of Acceptance, written agreement is not
 92 reached by the Parties with respect to resolution of proposed modifications, then this Contract shall be null and
 93 void.

94
 95 **13. PLAT OF SURVEY:** Not less than one (1) business day prior to Closing Seller shall, at Seller's expense, furnish to
 96 Buyer or Buyer's attorney a Plat of Survey dated not more than six (6) months prior to the date of Closing, prepared by
 97 an Illinois Professional Land Surveyor, showing any encroachments, measurements of all lot lines, all easements of
 98 record, building set back lines of record, fences, all buildings and other improvements on the Real Estate and distances
 99 therefrom to the nearest two lot lines. In addition, the survey to be provided shall be a boundary survey conforming to
 100 the current requirements of the appropriate state regulatory authority. The survey shall show all corners staked, flagged,
 101 or otherwise monumented. The survey shall have the following statement prominently appearing near the professional
 102 land surveyor seal and signature: "This professional service conforms to the current Illinois minimum standards for a
 103 boundary survey." A Mortgage Inspection, as defined, is not a boundary survey, and is not acceptable.

104
 105 **14. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney.
 106 Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following
 107 manner:

- 108 (a) By personal delivery of such Notice; or
 109 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt
 110 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of
 111 mailing; or
 112 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission,
 113 provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax
 114 Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next
 115 Business Day after transmission; or
 116 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided
 117 that the Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides
 118 written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or
 119 commercial overnight delivery). In the event e-mail Notice is transmitted during non-business hours, the
 120 effective date and time of Notice is the first hour of the next Business Day after transmission; or
 121 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
 122 following deposit with the overnight delivery company.

123
 124 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
 125 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the
 126 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
 127 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: general
 128 real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building
 129 lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.

130
 131 **16. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
 132 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
 133 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title
 134 company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to
 135 items listed in Paragraph 14. The requirement of providing extended coverage shall not apply if the Real Estate is vacant
 136 land. The commitment for title insurance furnished by Seller will be conclusive evidence of good and merchantable title

DS AM	Buyer Initial	Buyer Initial	KW	Seller Initial	KGW	Seller Initial
Address, PIN 05-21-400-011						
(Page 3 of 6) March 2006 Mainstreet Organization of REALTORS®						

137 as therein shown, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions,
 138 or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said
 139 exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be
 140 caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over
 141 prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior
 142 encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering
 143 the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

144
 145 **17. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties
 146 are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect
 147 reasonable attorney fees and costs from the losing Party as ordered by a court of competent jurisdiction. There shall be
 148 no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent
 149 an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit
 150 funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be
 151 reimbursed from the earnest money for all costs, including reasonable attorney fees, related to the filing of the
 152 interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims
 153 and demands arising under this paragraph.

154
 155 **18. SELLER REPRESENTATIONS:** Seller represents that Seller has not received written notice from any
 156 Governmental body or Homeowner Association regarding (a) zoning, building, fire or health code violations that have
 157 not been corrected; (b) any pending rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a
 158 proposed or confirmed special assessment and/or Special Service Area affecting the Real Estate. Seller represents,
 159 however, that, in the case of a special assessment and/or Special Service Area, the following applies:

- 160 1. There [check one] is ☐ is not ☒ a proposed or pending unconfirmed special assessment affecting the Real
 161 Estate not payable by Seller after date of Closing.
 162 2. The Real Estate [check one] is ☐ is not ☒ located within a Special Service Area, payments for which will
 163 not be the obligation of Seller after date of Closing.

164 If any of the representations contained herein regarding non-Homeowner Association special assessment or
 165 Special Service Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and
 166 void. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10)
 167 Business Days after Date of Acceptance or within the term specified in Paragraph 11 (whichever is later), Buyer
 168 shall be deemed to have waived such option and this Contract shall remain in full force and effect. Seller further
 169 represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the
 170 public records, any hazardous waste on the Real Estate or any improvements for which the required permits were not
 171 obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in full
 172 in the determination of the most recent real estate tax assessment or which are eligible for home improvement tax
 173 exemption.

174
 175 **19. GOVERNMENTAL COMPLIANCE:** Parties agree to comply with the reporting requirements of the applicable
 176 sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

177
 178 **20. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to the Closing, this
 179 sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions
 180 of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted
 181 in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the
 182 Party requesting the escrow. If this transaction is a cash purchase (no mortgage is secured by Buyer), the Parties shall
 183 share the title company escrow closing fee equally.

DS KM	Buyer Initial	Buyer Initial	KW	Seller Initial	KW	Seller Initial
Address, PIN 05-21-400-011						
(Page 4 of 6) March 2006 Mainstreet Organization of REALTORS®						

184 **21. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
 185 located in a special flood hazard area which requires Buyer to carry flood insurance. If written notice of the option to
 186 declare this Contract null and void is not given to Seller within ten (10) business days after Date of Acceptance, Buyer
 187 shall be deemed to have waived such option and this Contract shall remain in full force and effect. Nothing herein shall
 188 be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

189
 190 **22. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this
 191 Contract.

192
 193 **23. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
 194 Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

195
 196 **24. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including, but not limited to, the
 197 Attorney Review and Professional Inspection paragraphs, shall be governed by the laws of the State of Illinois and are
 198 subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

199
 200 **THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES**

201
 202 **25. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
 203 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
 204 _____, 20____. In the event the prior contract is not cancelled within the time specified, this Contract shall be
 205 null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. Notice to the
 206 purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions
 207 of this Contract have expired, been satisfied or waived.

208
 209 **26. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other required forms),
 210 shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on
 211 the earnest money shall accrue to the benefit of and be paid to Buyer. **The Buyer shall be responsible for any administrative fee**
 212 **(not to exceed \$100) charged for setting up the account.** In anticipation of Closing, the Parties direct Escrowee to close the
 213 account no sooner than ten (10) Business Days prior to the anticipated Closing date.

214
 215 **27. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to
 216 _____ (Licensee) acting as a Dual Agent in providing brokerage services
 217 on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

218
 219 **28. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written commitment for
 220 interim financing on or before _____, 20____ in the amount of \$_____. If Buyer is unable to
 221 secure the interim financing commitment and gives written notice to Seller within the time specified, this Contract shall be
 222 null and void. If written notice is not served within the time specified, this provision shall be deemed waived by the Parties
 223 and this Contract shall remain in full force and effect.

224
 225 **29. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by
 226 _____, Buyer's specified party,
 227 within five (5) Business Days after the Date of Acceptance. In the event Buyer's specified party does not approve of the Real
 228 Estate and written notice is given to Seller within the time specified, this Contract shall be null and void. If written notice is
 229 not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in
 230 full force and effect.

DS
 [KM] Buyer Initial _____ Buyer Initial KW Seller Initial [Signature] Seller Initial
 Address, PIN 05-21-400-011

30. CLOSING COST CREDIT: Provided Buyer's lender permits such credit(s) to show on the HUD-1

Settlement Statement, and if not, such lesser amount as the lender permits, Seller agrees to credit to Buyer

\$ n/a at closing.

BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL

DS
KM

Buyer Initial

Buyer Initial

KW

Seller Initial

FSW

Seller Initial

Address, PIN 05-21-400-011

(Page 6 of 6) March 2006 Mainstreet Organization of REALTORS®

DKR GROUP, INC.

2128 GOULD COURT
ROCKDALE, IL 60436



FIRST COMMUNITY BANK

EZShield™ Check Fraud
Protection for Business

12-29-16

PAY TO THE
ORDER OF:

Caldwell Banker Home Bell

\$ 2000.00

Two thousand —

DOLLARS

6157 AC
PIN 05.21.400-011

Security features. Details on back.



MEMO

AUTHORIZED SIGNATURE

DKR GROUP, INC.

ALTA COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

16SS0200058AU

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chicago Title Insurance Company

By:

President

Attest:

Secretary



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ALTA Commitment (08/17/2006)

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CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO. 16SS0200058AU**

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 2000 West Galena, Suite 105 Aurora, IL 60506 Main Phone: (630)892-3775 Email: auroraescrow@cti.com	Chicago Title and Trust Company 2000 West Galena, Suite 105 Aurora, IL 60506 Main Phone: (630)892-3775 Main Fax: (630)892-9241

Issued By: Nationwide Title Company
23808 W. Andrew Road, Unit 3
Plainfield, IL 60585

SCHEDULE A**ORDER NO. 16SS0200058AU**

Property Ref.: 9239 Walker Rd, Yorkville, IL 60560

1. Effective Date: December 21, 2016
2. Policy or (Policies) to be issued:
 - a. ALTA Owner's Policy 2006
Proposed Insured: DKR Group, Inc.
Policy Amount: \$165,000.00
 - b. ALTA Loan Policy 2006
Proposed Insured: TBD, its successors and/or assigns as their respective interests may appear
Policy Amount: \$163,000.00
3. The estate or interest in the land described or referred to in this Commitment is:
Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:
Kelth Warpinski and Kathleen Warpinski, husband and wife, tenants in common

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ALTA Commitment (06/17/2006)

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IL-CT-FSWA-01080.246493-SPS-1-16-16SS0200058AU



SCHEDULE A

(continued)

5. The land referred to in this Commitment is described as follows:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 981.53 FEET FOR THE POINT OF BEGINNING. THENCE EASTERLY ALONG SAID SOUTH LINE, 573.02 FEET, THENCE NORTHWESTERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 534.20 FEET, THENCE EASTERLY PARALLEL WITH SAID SOUTH LINE, WHICH FORMS AN ANGLE OF 90 DEGREES 23 MINUTES 18 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTER-CLOCKWISE THEREFROM, 37.39 FEET, THENCE NORTHERLY PARALLEL WITH SAID EAST LINE 703.0 FEET, THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 93 DEGREES 02 MINUTES 23 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 612.81 FEET, TO A LINE DRAWN NORTHERLY, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 FROM THE POINT OF BEGINNING, THENCE SOUTHERLY ALONG SAID PARALLEL LINE 1273.84 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART LYING EASTERLY OF A LINE DRAWN TO THE NORTH 1/2 FROM A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER WHICH IS 744.3 FEET WESTERLY OF THE EAST LINE, AS MEASURED ALONG SAID SOUTH LINE FROM THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

END OF SCHEDULE A

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ALTA Commitment (08/17/2008)



SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records.
2. 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.
3. Easements, or claims of easements, not shown by the Public Records.
4. 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.
6. 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.
7. Note for Information: The coverage afforded by this commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the company have been fully paid.
- S 8. Note for additional information: the "Kendall" county recorder requires that any documents presented for recording contain the following information:
 - A. The name and address of the party who prepared the document;
 - B. The name and address of the party to whom the document should be mailed after recording;
 - C. All permanent real estate tax index numbers of any property legally described in the document;
 - D. The address of any property legally described in the document;
 - E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
 - F. Any deeds conveying unsubdivided land, or, portions of subdivided land, may need to be accompanied by a properly executed "plat act affidavit."

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ALTA Commitment (06/17/2006)

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SCHEDULE B
(continued)

- A 9. Taxes for the year 2016.
- Taxes for the year 2016 are not yet due or payable.
- Permanent Tax No.: 05-21-400-011
- Note: Taxes for the year 2015 amounting to \$325.83 as to Permanent Index Number 05-21-400-011 are paid of record.
- B 10. Mortgage dated June 16, 2006 and recorded June 19, 2006 as Document No. 20060018244 made by Keith Warpinski and Kathleen Warpinski to 1st Farm Credit Services to secure an indebtedness in the amount of \$150,000.00.
(conveys property herein with other property)
- C 11. Mortgage dated July 25, 2016 and recorded August 1, 2016 as Document No. 20160011476 made by Keith Warpinski and Kathleen Warpinski to 1st Farm Credit Services to secure an indebtedness in the amount of \$150,000.00.
(conveys property herein with other property)
- J 12. Mortgage dated June 23, 2005 and recorded June 15, 2006 as Document No. 20060017872 made by Keith Warpinski and Kathleen Warpinski to 1st Farm Credit Services to secure an indebtedness in the amount of \$325,483.73
(conveys property herein with other property)
- K 13. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- L 14. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
- V 15. Information should be furnished establishing whether any written agreement has been entered into by and between any party and a broker for the purposes of buying, selling, leasing or otherwise conveying any interest in the Land described herein. If such an agreement has been entered into, satisfactory evidence should be furnished establishing that the compensation agreed upon in such agreement has been paid and the broker's lien, or right to a lien, for such amount has been extinguished. In the event said evidence is not furnished, our policy(ies), when issued, will be subject to the following exception:
- Any lien, or right to a lien, imposed by law under the provisions of the Commercial Real Estate Broker Lien Act for compensation agreed upon by a broker and the broker's client or customer under the terms of a written agreement entered into for the purposes of buying, selling, leasing, or otherwise conveying any interest in the Land described in Schedule A.

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SCHEDULE B

(continued)

- D 16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below.
- Name of Corporation: DKR Group Inc.
- a) A Copy of the corporation By-laws and Articles of Incorporation
 - b) An original or certified copy of a resolution authorizing the transaction contemplated herein. Said resolution should evidence the authority of the person(s) executing the conveyance or mortgage.
 - c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- E 17. The Company should be furnished a current certificate "of good standing" from the Illinois Secretary of State for DKR Group Inc., a corporation of Illinois.
- F 18. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the Land.
- G 19. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
- H 20. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- I 21. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)
- M 22. Grant from Charles F. Hage and Hetwich Hage, husband and wife, to Standard Oil Company dated September 30, 1946 and recorded November 12, 1946 in book 102 of deeds, page 323 of a pipe line for oil and gas transmission in the southeast 1/4 of the southeast 1/4 of section 21 with the right to place additional lines.
- O 23. 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.
- P 24. 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 Chicago Title office regarding the application of this new law to your transaction.

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SCHEDULE B

(continued)

- T 25. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.
(This note will be waived for policy).
- U 26. Informational note: To schedule closings in the Aurora or Yorkville offices, please call: (630) 892-3775. To schedule closings in the Geneva office, please call: (630) 232-2750. To schedule closings in the Elgin office, please call: (847) 844-1166. To schedule closings in the Sycamore office, please call: (815) 758-5900 for closing information/figures, please call the scheduling office.

END OF SCHEDULE B**Title Insurance Agent:**

Nationwide Title Company
23808 W. Andrew Road, Unit 3
Plainfield, IL 60585
Phone: (815)254-7200
Fax: (815)254-4111

Authorized Signatory

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ALTA Commitment (08/17/2006)



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the Insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title Insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. 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 as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

END OF CONDITIONS

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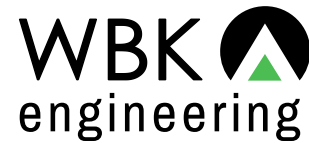
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February 23, 2017

Mr. Matthew Asselmeier, AICP
Senior Planner
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560

Subject: Walker Road – Warpinski Application Petition 17-05
Kendall County (WBK Project No. 16-0100.J)

Dear Mr. Asselmeier:

WBK Engineering LLC has completed a review of the proposed project on the north side of Walker Road Approximately 0.31 miles east of Route 47, Kendall Township (PIN 05-21-400-011). The following material was provided to us for review:

- Project Application, Aerial Photo of property limits, EcoCat and Applicant's Findings of Fact

In addition we evaluated the presence of floodplain as identified by the FEMA regulatory maps.

The disturbance as a result of the project application appears to be less than an acre including the long access drive from Walker Road. The proposed impervious area is also below the threshold which would require a County stormwater permit.

It is noted that floodplain is present on the parcel along the north property line. We recommend the applicant depict the regulatory floodplain limits on their plan and should be restricted from any activity within the floodplain. It is noted that trees are planted at the north end of the parcel. We recommend that landscape plantings do not extend into the floodplain without a permit from the County. If appropriate, the special use may want to include that condition. Furthermore, a fence along the floodplain should be considered as a precaution to minimize inadvertent encroachment into the floodplain.

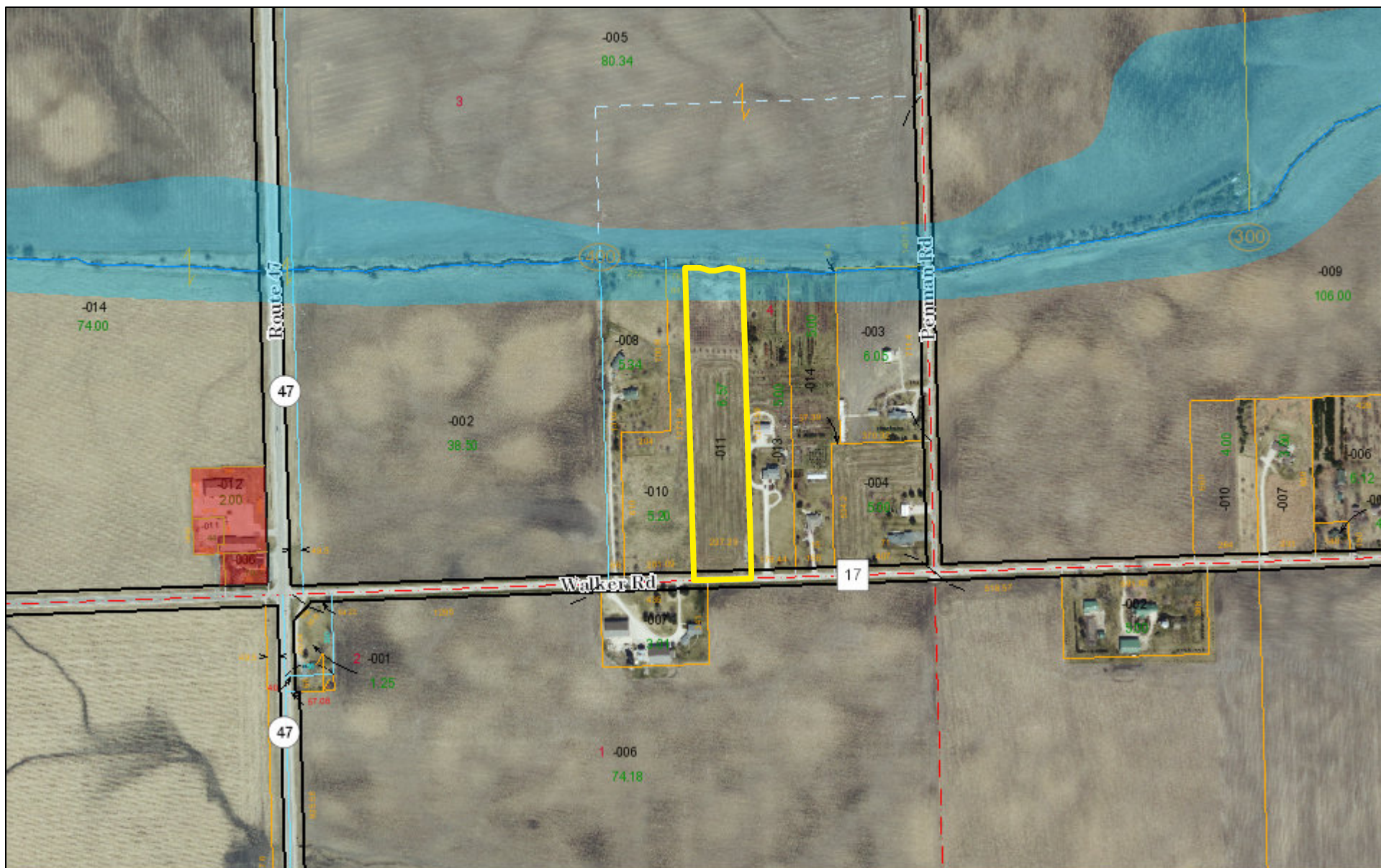
If you have any questions or comments, please contact me at (630) 443-7755.

Sincerely,

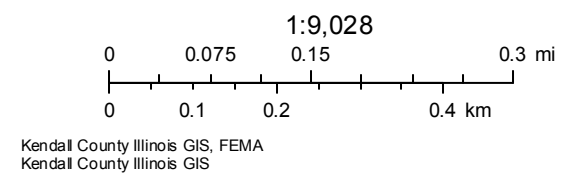
A handwritten signature in black ink, appearing to read "Greg Chismark". The signature is fluid and stylized, with a long horizontal stroke extending to the right.

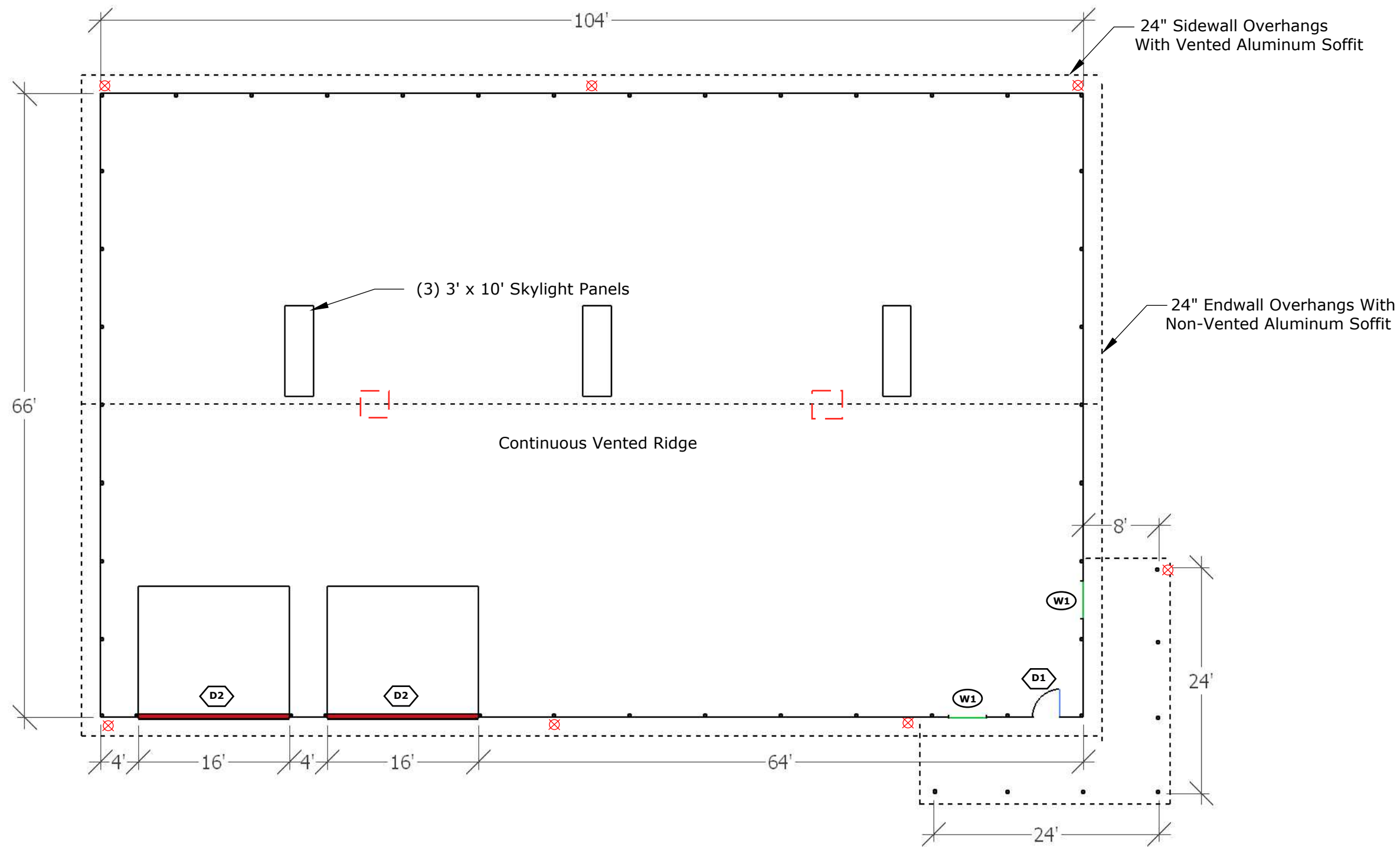
Greg Chismark, P.E.
Municipal Practice Principal





February 24, 2017





FLOOR PLAN
FBI Building 66' x 104' x 16' I.C.

Sidewall Columns & Trusses Space at 8' O.C. Designed for 25 psf Ground Snow Load

Copyright:
Fbi Buildings, Inc.

Building may not be shown to scale.
(Colors shown may not match actual colors.
Refer to color samples for actual colors.)

General Notes:
Gutters - Yes, 6 "
Wainscot - Yes, Depth 36"
OSB & Felt - No

Door Schedule:
D1 - 3' x 6'-8" Steel Insulated Walk Door
D2 - 16' x 14' OHD Frame Out (Door Not Included)

Window Schedule:
W1 - 4' x 3' Sliding Thermal
Window With Screen

⊗ = Downspout Location



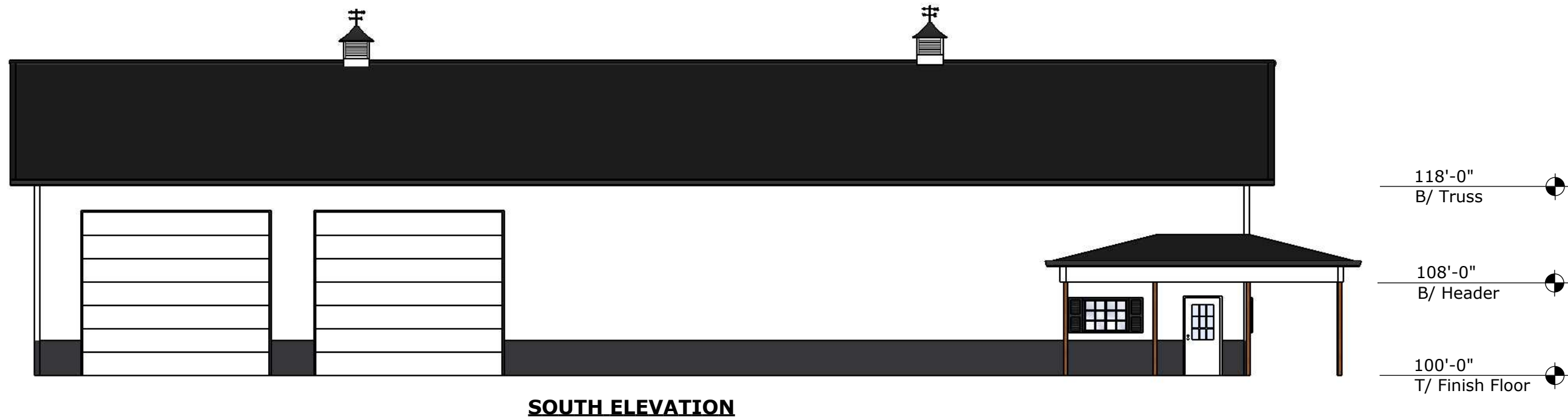
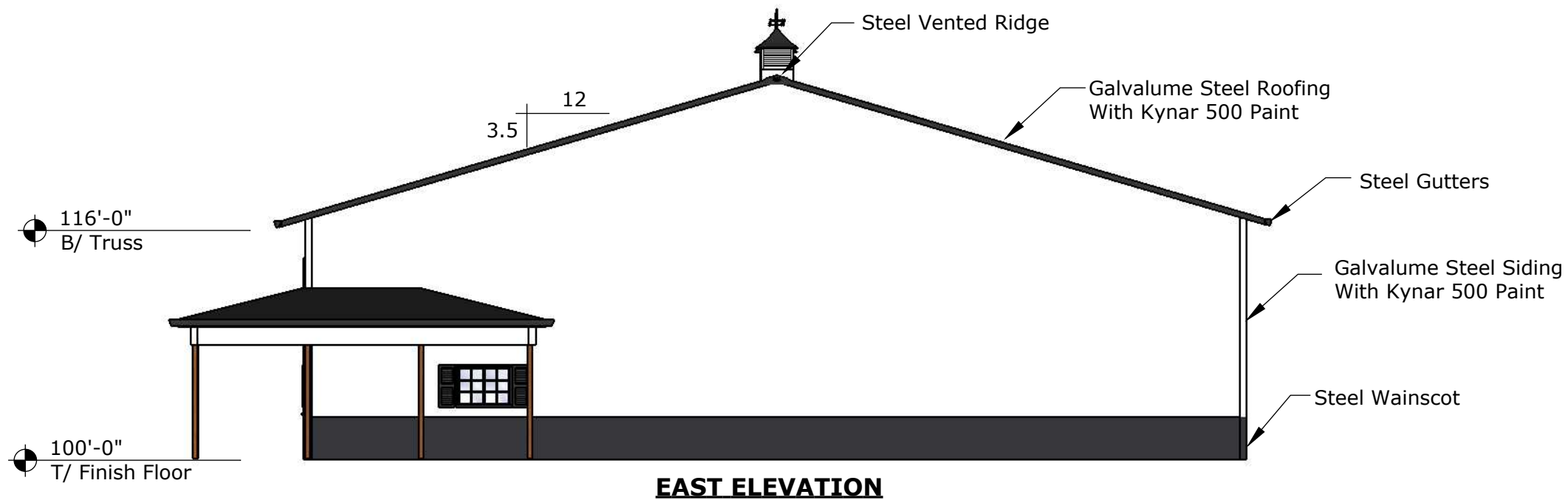
X:	Purchaser Approval	Date
X:	Seller Approval	Date
	Drawing #	

Mr. Kevin Manning 2128 Gould Court Rockdale, IL	Floor Plan
---	------------

FBI
Fbi Buildings, Inc.
3823 W 1800 S
Remington, IN 47977
219-261-2157
www.fbilbuildings.com

Date : 12/29/16
Name: SRB
Rev 0

PRELIMINARY
THESE DRAWINGS
ARE FOR
**REVIEW
ONLY**
These drawings are
not complete and
are not to be used
for construction.



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(Colors shown may not match actual colors.
Refer to color samples for actual colors.)

X: Purchaser Approval Date

X: Seller Approval Date

Drawing #

Mr. Kevin Manning
2128 Gould Court
Rockdale, IL

Elevation Plan

FBi
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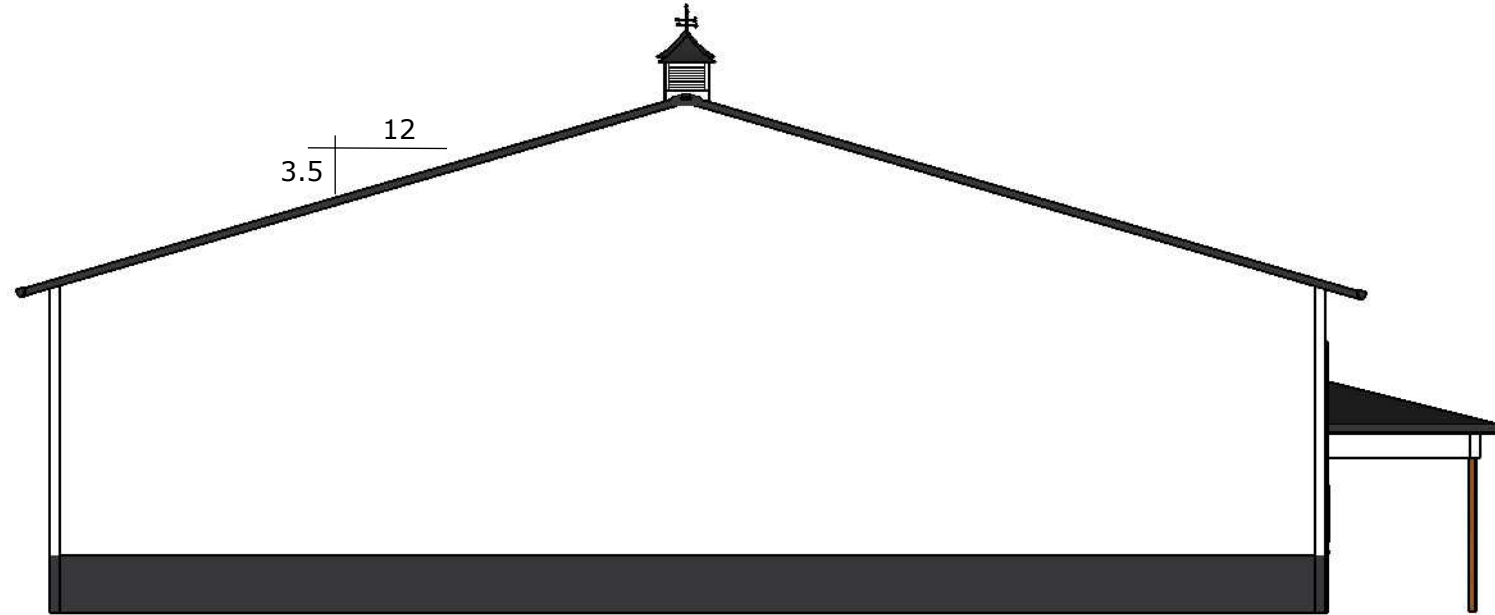
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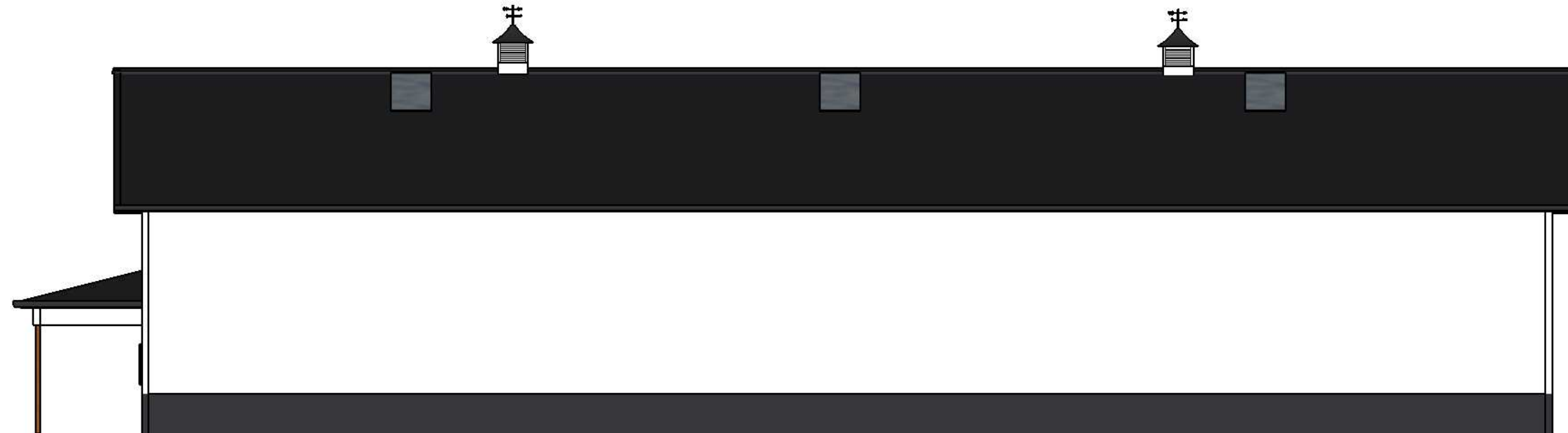
A-201

116'-0"
B/ Truss

100'-0"
T/ Finish Floor



WEST ELEVATION



NORTH ELEVATION

116'-0"
B/ Truss

100'-0"
T/ Finish Floor

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X:	Seller Approval	Date
	Drawing #	

Mr. Kevin Manning
2128 Gould Court
Rockdale, IL

Elevation Plan

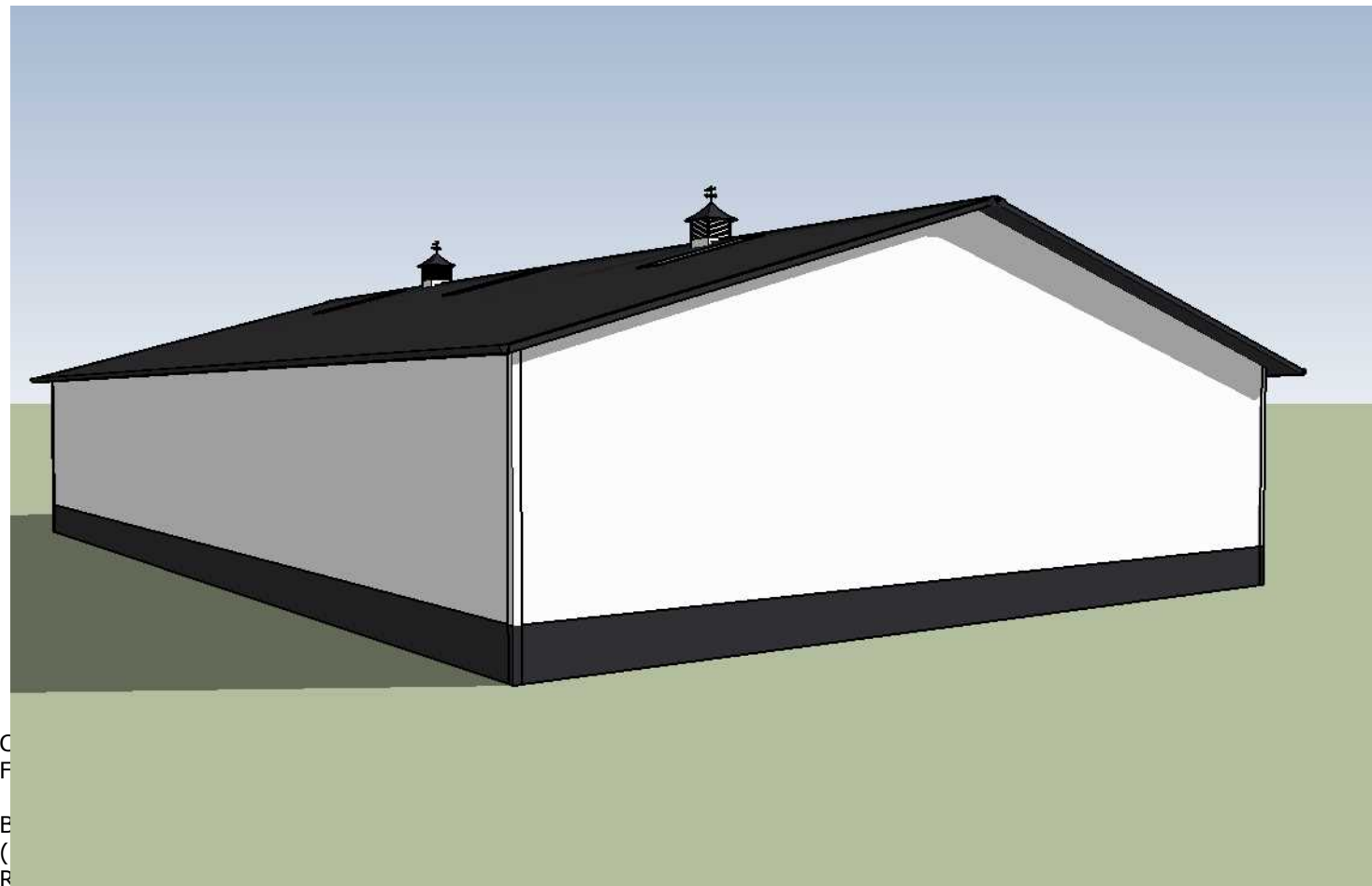
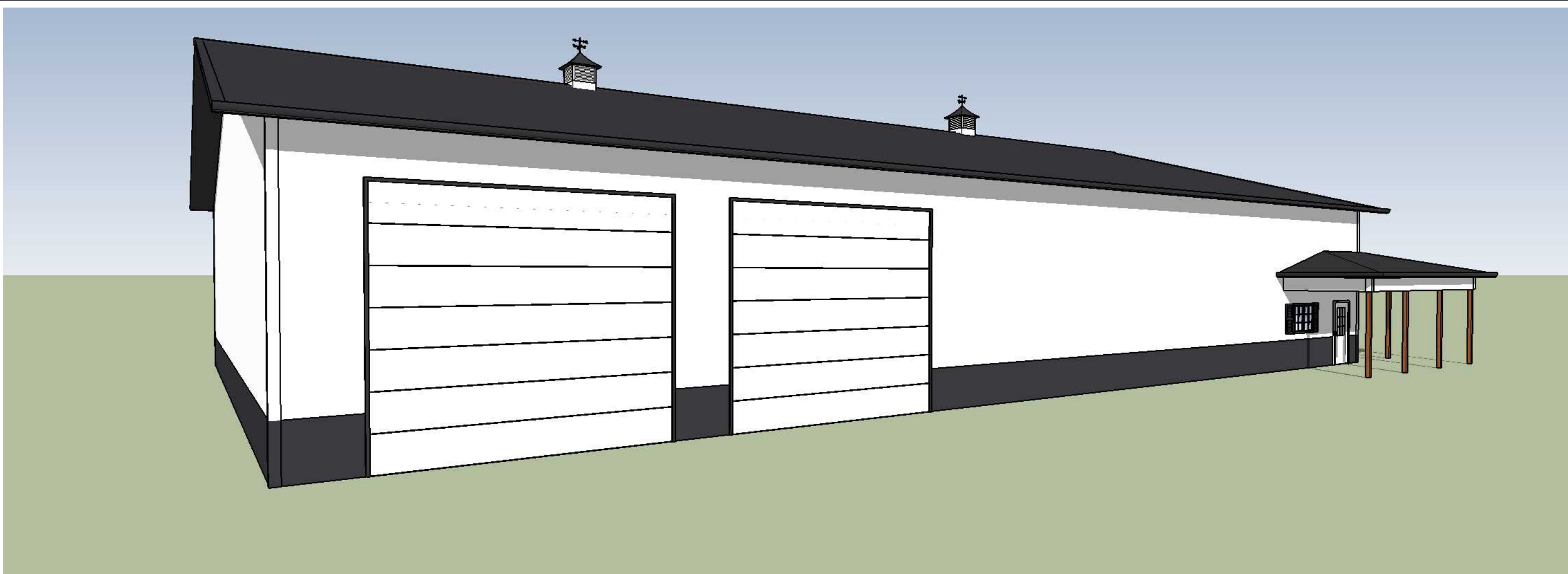
FBi
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Remington, IN 47977
219-261-2157
www.fbibuildings.com

Date : 12/29/16
Name: SRB
Rev 0

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for construction.

A-202



X:	Purchaser Approval	Date
X:	Seller Approval	Date
	Drawing #	

Mr. Kevin Manning 2128 Gould Court Rockdale, IL	3D View
---	---------

FBI
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3823 W 1800 S
Remington, IN 47977
219-261-2157
www.fbibuildings.com

Date :	12/29/16
Name:	SRB
	Rev 0

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ARE FOR
REVIEW
ONLY
These drawings are
not complete and
are not to be used
for construction.

A-203

C
F
B
C
R

Attachment 14- East Property Line



Attachment 15-West
Property Line
Looking North



Attachment 16-Looking North



Attachment 17-
Approximate Shed
Location Looking
East



Attachment 18-Approximate Shed Location Looking Southeast



Attachment 19-Approximate Shed Location Looking South



Attachment 20-
Approximate Shed
Location Looking
Southwest

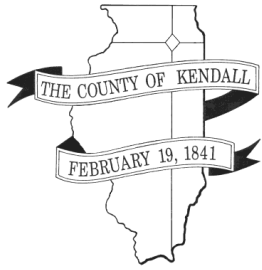


Attachment 21-Approximate Shed Location Looking West



Attachment 22-Approximate
Shed Location Looking
Northwest





DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: ZPAC Committee
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: March 2, 2017
Re: Petition Status Report

Petition Updates

Petition 16-14

Robert Delaney

1502 Church Road – Lisbon Township

A-1 Special Use Request to Operate an Outdoor Shooting Range

Status: *Special Use Hearing Officer 4.3.17 (Delayed at Applicant's Request)*

Petition 16-22

JA Schleining LLC d/b/a Jet's Towing Service

790 Eldamain Road – Bristol Township

Zoning Map Amendment from A-1 to M-1 and Variances for Fencing (Landscaping) and Parking Surface

Status: *Went to RPC on 2.22.17. The petitioner requested a layover to discuss the landscaping/fencing variance and parking surface variance.*

Bristol Township met on this proposal on 3.1.17. They are waiting for the results of the ZBA hearing.

Petition 16-26

John and Sharon Pagel Living Trust

2380 Douglas Road – Oswego Township

Zoning Map Amendment from R-1 to R-3 to Split a Parcel

Status: *ZBA 5.1.17 (Delayed at Applicant's Request)*

RPC unanimously issued a denial recommendation over concerns of setting a precedent of allowing R-3 zoning on the east side of Douglas Road (which was inconsistent with the development of the area) and concerns about stormwater drainage.