

LAKE COUNTY ZONING BOARD OF APPEALS

VARIATION APPLICATION

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Owner(s): Frank Ryser Trustee

Applicant(s): Zion Community Energy Initiative LLC  
(if other than owner)

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Subject Property:	Present Zoning:	<u>AG - Agricultural</u>
	Present Use:	<u>Farm Land</u>
	Proposed Use:	<u>Solar Farm</u>
	PIN(s):	<u>0311200013, 0311200014</u>
	Address:	<u>14280 &amp; 14422 West 9th Street Zion, IL 60099</u>
		<u></u>
	Legal description:	<u></u>
	( <u>X</u> see deed)	

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The following variation(s) are requested:

To reduce the transition yard landscaping requirements from 3 plant units per 100 linear feet and a 6ft tall fence with 95% opacity to 2 Evergreen Shrubs per 100' and a 8ft tall fence with 95% opacity along 326 linear feet of the eastern property boundary between the Applicant and the Douglas I Reno, Trustee property PIN 03112000005.

Explain why this variation(s) is necessary:

- i) The species of plantings required to meet the species mix include varieties of vegetation that grow taller than what is appropriate adjacent to a solar facility due to the shade created at certain times of the day.
- ii) The solar facility cannot be moved further away from the plant unit vegetation due to wetlands to the east and south of the project that need to be protected.
- iii) The 326 linear feet of the eastern boundary of the property line is already lined with mature trees and undergrowth in such density that the required landscaping would likely not be seen by the abutting neighbor.
- iv) Planting such a high number of vegetation in one area risks the continued success and growth of already existing vegetation.

## Approval Criteria

The Lake County Zoning Board of Appeals is required to make findings of fact on your request. You should “make your case” by explaining specifically how your proposed request relates to each of the three criteria below. (Please refer to pages 8-9 of this packet for more information on how to address these criteria).

1. Exceptional conditions peculiar to the applicant's property:

To achieve the County's required species mix, as outlined in Section 151.167 Landscaping in the Unified Development Ordinance, the Applicant would need to plant species of vegetation that would have negative impacts on the Applicant's intended use of the land—a community solar project—because they include species that grow taller than what is appropriate near such a facility. These taller plantings would cast shadows on the solar arrays, reducing the system's performance. The Applicant cannot create adequate separation between the project and the required plantings to avoid shading, as the remaining acreage on the property consists of protected wetlands. Additionally, the property line shared with PIN #03112000005 is already lined with existing vegetation and the number and density of plantings required per County code in the transition yard would risk the continued health of the existing vegetation.

2. Practical difficulties or particular hardship in carrying out the strict letter of the regulation:

The requirement to install plant material within the transition area, as outlined in Lake County Unified Development Ordinance Section 151.167 Landscaping, presents challenges due to its proximity to both the proposed solar project and existing vegetation. Specifically:

- i) The plant species required in the transition area grow to heights that would cast shadows on the solar arrays, reducing the project's performance.
- ii) The proximity of the new plantings to dense, healthy, mature trees—which are valuable and need to be protected for natural screening—risks compromising the health and growth of this existing vegetation.

The Applicant cannot resolve these issues by relocating the project, as the southern and eastern boundaries of the property are constrained by + 17 acres of protected wetlands and associated buffers. These environmental constraints limit the available area that the project can be located, preventing the Applicant from achieving the necessary spacing between the project and the existing vegetation from the transition yard vegetation in order to prevent shading or risk impacting existing vegetation. In addition, the Applicant is unable to modify the species within the required plant units to prevent shading of the project due to the requirements of the species mix as listed in 151.167(E).

To address these concerns, the Applicant pursued Transition Yard Agreements with neighboring property owners. These agreements proposed reducing the number of plantings and substituting species that would not grow tall enough to cast problematic shadows.

All but one Transition Yard Agreement—and the associated modified landscape plan—were successfully negotiated and signed by abutters. Despite multiple outreach attempts, the Applicant has been unable to contact the remaining property owner, the Douglas I Reno Trust (PIN #03112000005), leaving that agreement unresolved.

### 3. Harmony with the general purpose and intent of the zoning regulations:

This variance request pertains to 151.167 (A), the landscape section of the zoning regulations. The Applicant has demonstrated below how the variance request aligns with the intent of the landscaping ordinance.

*Preserve or enhance the appearance and character of the property and its surroundings;*

The Applicant is proposing a modified landscaping plan along the eastern boundary of the property and PIN #03112000005, which enhances the existing mature trees with additional evergreen trees and leaves the existing vegetation as is. The requested variance is will match the landscaping along the neighboring parcel to the North and South of the Douglas I Reno Trust property, which had the landscaping modified via transition yard agreements.

*Reduce noise and air pollution, light glare, soil erosion, and solar heating of the environment;*

The solar project has been designed in such a way that the equipment pads have been placed in the middle of the array so that the noise cannot be heard on the peripherals of the project. The proposed modified landscaping with evergreen trees can further dampen any sound. The solar project does not emit any air pollutants and this project has received its approval from the Federal Aviation Administration with regards to glare.

*Provide buffering between land uses and zoning districts of differing intensity;*

The Applicant has proposed to keep all existing vegetation along the eastern border of the property and PIN #03112000005 and will enhance the buffer by adding a modified landscaping plan that includes 8' tall fencing with 95% opacity and evergreen trees.

*Promote the preservation of existing significant vegetation;*

The Applicant will not impact any of the existing vegetation along the eastern boundary and does not wish to jeopardize already established mature trees by introducing a large number of species in one area in close proximity to already established vegetation. Furthermore, the Applicant cannot locate the array in another portion of the parcel due to wetlands in the east and south, which need to be protected.

*Improve the appearance of parking areas and property abutting public rights-of-way; and*

This variance request is not applicable to any parking areas or ROWs because the Applicant is not proposing any parking areas and the public rights-of-way will be improved via a landscaping plan that does not pertain to this variance request.

*Promote the implementation of best management practices, low-impact development features, and sustainable design elements.*

The Applicant's variance request is informed by industry-recognized best management practices, low-impact development strategies, and sustainable site design principles. The proposed site plan incorporates: the specification of native plant species for all landscaping and vegetative stabilization; the minimization of soil compaction and grading activities to preserve natural hydrologic function; and the reduction of hydraulic disturbance through site-sensitive construction practices. These measures collectively support long-term environmental sustainability and compliance with local and regional stormwater and land use objectives.

*Support ecological sustainability, stormwater management, and climate resilience.*

Combined with the project's proposed native pollinator garden, the inclusion of evergreen trees supports ecological sustainability by providing habitat for a variety of species, including pollinators (e.g., honeybees), small mammals (e.g., rabbits and foxes), and birds. The root systems of the native plantings contribute to stormwater management by stabilizing soil and reducing runoff. Together, these landscape features improve climate resilience by fostering ecosystem health and mitigating the impacts of extreme weather events through natural water retention and habitat preservation.

# APPLICANT INFORMATION

<b>Owner (Include all fee owners listed on deed):</b>		<b>Authorized Agent:</b> I/we hereby authorize this person to represent me/us in all matters related to this application	
Name:	Frank Ryser as successor trustee under Trust Agreement date July 11, 1993	Name:	Atwell, LLC (Keri Williams, PE)
Address:	14280 West 9th Street	Address:	[REDACTED]
State & Zip:	Zion, IL 60099	State & Zip:	[REDACTED]
Daytime Phone:	847.878.7693	Daytime Phone:	[REDACTED]
Email:		Email:	[REDACTED]

<b>Applicant (If other than owner):</b>		<b>Contract Purchaser (If any):</b>	
Name:	Zion Community Energy (Tiffany Grace)	Name:	Zion Community Energy
Address:	[REDACTED]	Address:	[REDACTED]
State & Zip:	[REDACTED]	State & Zip:	[REDACTED]
Daytime Phone:	[REDACTED]	Daytime Phone:	[REDACTED]
Email:	[REDACTED]	Email:	[REDACTED]

I/We [REDACTED] given above is true and complete to the best of my/our know

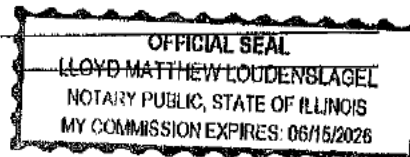
Over [REDACTED] Owner's Signature

Signed [REDACTED] (If applicable)

I, Lloyd Matthew Loudenslager a Notary Public aforesaid, do hereby certify that Frank Ryser, as trustee personally known to me is (are) the person(s) who executed the foregoing instrument bearing the date of \_\_\_\_\_ and appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the same instrument for the uses and purposes therein set forth.  
Given under my hand and Notarial Seal this 10<sup>th</sup> day of April, 2025

(Seal)

My Commission expires



# MASSACHUSETTS NOTARY ACKNOWLEDGMENT

Commonwealth of Massachusetts

County of Middlesex

On this 21st day of April, 2025, before me, the undersigned officer, personally appeared Tiffany Grace, proved to me through satisfactory evidence of identification, which was/were State ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

N  
M

(Seal)



## **COURT REPORTER AGREEMENT**

### **CHECK ONE OF THE FOLLOWING:**

☐

I authorize the County to act on my behalf to retain a Certified Shorthand Reporter to transcribe the public hearing and provide a transcript to the Zoning Board of Appeals. I further agree to pay the Reporter reasonable fees for his/her services. If I do not pay the Reporter and the County is invoiced and pays the Reporter, I agree to reimburse the County. If the County sues to obtain reimbursement, I agree to pay the County its reasonable attorney's fees in bringing suit and obtaining a judgment.

☐

I will furnish a Certified Shorthand Reporter to transcribe the public hearing and provide a transcript to the Zoning Board of Appeals. I realize that the failure to do so may result in the continuation of the public hearing in which case I agree to reimburse the County for all additional expenses caused by such continuation.



### **Billing Contact Information:**

\_\_\_\_\_  
Print Name



\_\_\_\_\_  
Email



\_\_\_\_\_  
Ph

**THIS SIGNED AGREEMENT MUST ACCOMPANY YOUR APPLICATION**

**Deed**

DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantor, ELSIE RYSER, divorced and not remarried, of the County of Lake and State of Illinois for and in consideration of TEN AND NO/100 DOLLARS, and other good and valuable consideration in hand paid, Conveys and Quit Claims unto ELSIE RYSER as Trustee under the provisions of a trust agreement dated the 11th day of July, 1993, the following described Real Estate in the City of Zion, County of Lake and State of Illinois, to wit:

The West Half of the Northeast Quarter of Section 11, Township 46 North, Range 11, East of the Third Principal Meridian (excepting therefrom the North 330 feet of the West 688.67 feet thereof) and also the West 4 feet 0 inches of the West Half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of said Section 11, Township and Range aforesaid, in Lake County, Illinois.

Permanent Tax Number: 03-11-200-002-0011

commonly known as 14280 West Ninth Street, Zion, Illinois 60099

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth. Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time or times hereafter, to



contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his, her, or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any

title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set her hand and seal this 21st day of June, 1994.

3568975  
LAKE COUNTY, ILLINOIS

9th JUL 19 AM 8:39

*Patricia K. Hogan*

[Redacted Signature]

GRANTOR

THIS INSTRUMENT WAS PREPARED BY:

Patricia K. Hogan  
330 North Wabash, Suite 2929  
Chicago, Illinois 60611

RECORDING  
FEE-REC'D

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

I, Patricia K. Hogan, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Elsie Ryser, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed, sealed, and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of June, 1994.

[Redacted Signature]

Patricia K. Hogan

OFFICIAL SEAL  
PATRICIA K. HOGAN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/19/96

Street Address of Property:

14280 W. Ninth Street

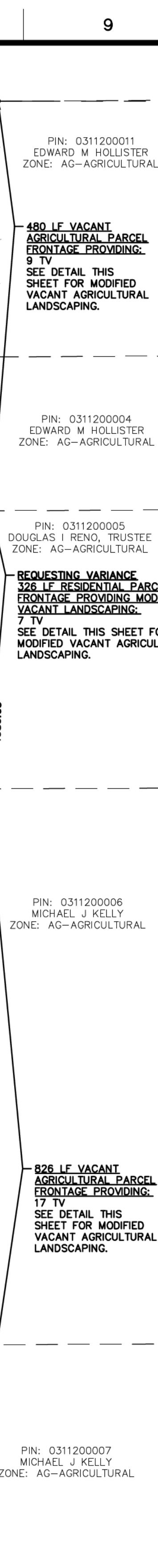
Zion, Illinois 60099

3568975

I HEREBY DECLARE THAT THE ATTACHED DEED PRESENT A TRANSACTION EXEMPT UNDER PROVISIONS OF PARAGRAPH E, SECTION 4 OF THE REAL ESTATE TRANSFER ACT AND LAKE COUNTY ORDINANCES AS APPLICABLE.

*Patricia K. Hogan*  
GRANTOR/GRANTEE  
*Patricia K. Hogan*  
21st June 1994





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