



#2015-50 Car Care Center Subdivision – Final Plat Project Review for Planning and Zoning Commission

Meeting Date:

July 20, 2016

Requests:

1. Final Plat of Subdivision for a 2-lot subdivision.
2. Variations from:
 - a. Article 3-200 from the required 20-foot rear yard setback for Lot 1 to allow 6 inches, a variation of 19 feet 6 inches for the western building and to allow 9.84 feet for the eastern building, a variation of 10.16 feet;
 - b. Article 3-300 and 5-200 to allow the creation of a lot without frontage along a public roadway; and
 - c. Article 5-200 to grant a deferral from the requirement to install sidewalk and bury the overhead utility lines.

Location:

4410 Northwest Highway

Acreage:

Approximately 21 acres

Existing Zoning:

B-2 General Commercial

Surrounding Properties:

North: Beyond the railroad tracks M Manufacturing
South: B-2 General Commercial
East: B-2 General Commercial and M Manufacturing
West: M Manufacturing

Staff Contact:

Elizabeth Maxwell (815.356.3615)

Background:

- The property was annexed in 1987 and the site improvements were annexed ‘as is’ at that time.
- The property is currently improved with auto-oriented retail and service uses on the front half and mini-warehouse storage in the rear. The property owner would like to sell the rear mini-warehousing portion, which requires the subdivision to create the lots.

Development Analysis:

Land Use/Zoning

- The site is currently zoned B-2 PUD and the uses were allowed subject to the annexation agreement.
- The land use map shows the area as Commerce.

Subdivision

- The Final Plat of Subdivision would divide the rear portion of the property from the front half. The rear portion contains the mini-warehouse storage. The front portion contains the retail and service uses.
- Lot 1 of the Plat will have a blanket access easement for access to Lot 2. This would allow flexibility for access when Lot 1 is redeveloped in the future.
- Staff has also recommended for the benefit of Lot 1 to have a sanitary sewer easement allowing them access to the sewer that would now be on Lot 2, as well as, a maintenance easement behind the western building so Lot 1 could maintain that side of the structure.

Findings of fact:

FINAL PLAT OF SUBDIVISION

The petitioner is requesting Final Plat approval for 2 lots. The division would create a front lot, listed as Lot 1, which would retain the existing site improvements including the two “L” shaped buildings gas station and impervious surface. The rear lot, listed as Lot 2, would retain the existing improvements which include seven metal mini-warehousing buildings.

ZONING ORDINANCE VARIATION

The petitioner is requesting three variations.

1) Article 3-200 from the required 20-foot rear yard setback for Lot 1 to allow 6 inches, a variation of 19 feet 6 inches for the western building and to allow 9.84 feet for the eastern building, a variation of 10.16 feet is due to the new subdivision line being drawn. No additions or changes are proposed to the existing structures.

2) Article 3-300 and 5-200 to allow the creation of a lot without frontage along a public roadway refers to the creation of Lot 2, which would not have any public frontage. The lot would be accessed from the proposed access easement.

3) Article 5-200 to grant a deferral from the requirement to install sidewalk and bury the overhead utility lines allows for the deferral of the sidewalk and burial of the utility lines until an area wide program is established.

The UDO lists specific standards for the review and approval of a variation. The granting of a variation rests upon the applicant proving practical difficulty or hardship caused by the Ordinance requirements as they relate to the property. To be considered a zoning hardship, the specific zoning requirements; setbacks, lot width and lot area must create a unique situation on this property. It is the responsibility of the petitioner to prove hardship at the Planning and Zoning Commission public hearing.

Standards

When evidence in a specific case shows conclusively that literal enforcement of any provision of this Ordinance would result in a practical difficulty or particular hardship because:

- a. The plight of the property owner is due to unique circumstances, such as, unusual surroundings or conditions of the property involved, or by reason of exceptional narrowness, shallowness or shape of a zoning lot, or because of unique topography, or underground conditions.
 Meets *Does not meet*

- b. Also, that the variation, if granted, will not alter the essential character of the locality.
 Meets *Does not meet*

For the purposes of supplementing the above standards, the Commission may take into consideration the extent to which the following facts favorable to the application have been established by the evidence presented at the public hearing:

- a. That the conditions upon which the application for variation is based would not be applicable generally to other property within the same zoning classification;
 Meets *Does not meet*

- b. That the alleged difficulty or hardship has not been created by any person presently having interest in the property;
 Meets *Does not meet*

- c. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; or
 Meets *Does not meet*

- d. That the proposed variation will not impair an adequate supply of light or air to adjacent property, will not unreasonably diminish or impair the property values of adjacent property, will not unreasonably increase congestion in the public streets, substantially increase the danger of fire or otherwise endanger public safety.
 Meets *Does not meet*

Where the evidence is not found to justify such conditions, that fact shall be reported to the City Council with a recommendation that the variation be denied.

Comprehensive Land Use Plan 2020 Vision Summary Review:

The Comprehensive Plan designates the subject property as Commerce, which allows for existing and future business uses. The following goal is applicable to this request:

Land Use - Commerce

Goal: Maintain a dynamic and sustainable base of commercial uses that provides a solid tax base, goods, services and jobs to the City as well as the surrounding region through coordination in the Unified Development Ordinance, Comprehensive Land Use Plan and Economic Development Strategic Plan.

This can be accomplished with the following supporting action:

Supporting Action: Promote, retain and attract businesses that provide a diverse tax base.

Recommended Conditions:

If a motion to recommend approval of the petitioner's request is made, the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (Forward Capital, received 10/15/16)
 - B. Final Plat of Subdivision (MM Survey C. Ltd. dated 05/12/15, received 07/12/16)
 - C. Plat of Survey (Engineering Enterprise, dated 04/01/16, received 07/12/16)
 - D. Access Easement (Schain Banks, undated, received 07/15/16)
2. Final Plat of Subdivision:
 - a. The petitioner shall note all easements on the plat and within the Easement Agreement, which the City will review and approve.
 - b. The petitioner shall work with staff to amend the Plat to correctly illustrate the sanitary sewer easement and the maintenance easement.
 - c. A Plat of Dedication must be provided for the portion of Sands Road listed as "That part being used for street purposes."
3. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue, Police, and Public Works Departments.

RECEIVED
SEP 15 2015
BY 2015 50

Application for Minor Subdivision Approval

Application Number: _____	FOR OFFICE USE ONLY
Development Name: _____	
Date of Submission: _____	
Date of Resubmission: _____	

I. Applicant

FORWARD CAPITAL - CRYSTAL LAKE LLC
Name Corporation

2241 W. HOWARD
Street

CHICAGO IL 60645
City State Zip Code

JOHN ARGIANAS MEMBER 312-316-7653
Contact Person Relationship to Owner Telephone Number

JARGIANAS@AOL.COM
Fax Number E-mail address

II. Owner of Property

SAME AS ABOVE
Name

Address Telephone Number

III. Development Team (if applicable)

Attorney	Telephone Number	Fax Number
Address		E-mail address
Architect	Telephone Number	Fax Number
Developer	Telephone Number	Fax Number
Engineer	Telephone Number	Fax Number
Surveyor	Telephone Number	Fax Number

IV. Project Data

1. a. Location/Address: 4410 NORTHWEST HIGHWAY, CRYSTAL LAKE

a. PIN #: _____

2. General description of site conditions (including existing site improvement, i.e., buildings, parking, landscaping, etc.):

AUTO MOTIVE / SELF STORAGE
MODEST CONSTRUCTION

3. Existing Zoning: _____

4. Existing Land Use: SAME AS #2

a. Is there an existing home on the property? _____ YES, Go to 4b. (NO)

b. Do you plan to demolish the home prior to plat approval? _____ YES _____ NO N/A

5. Site acreage: APPROXIMATELY 6 ACRES

6. Are you requesting a waiver from the requirement to:

a. Install sidewalk _____ YES X NO

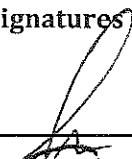
b. Burial of Aerial Utilities _____ YES X NO

7. List any controlling Ordinances and agreements for this property (annexation ordinances, variations, special use, administrative/preliminary/final plats, PUD, etc.): _____


8. Reason for request/Description of proposal (including proposed land use, building addition, type of use, hours of operation, number of parking spaces, as applicable):

SALE OF A PORTION OF PARCEL

V. Signatures

 JOHN ARGIANAS 8/6/15
PETITIONER: Print and Sign name (if different from owner) Date

As owner of the property in question, I hereby authorize the seeking of the above requested action.

FORWARD CAPITAL - CRYSTAL LAKE 8/6/15
BY:
OWNER: Print and Sign name  JOHN ARGIANAS Date

NOTE: If the property is held in trust, the trust officer must sign this petition as owner. In addition, the trust officer must provide a letter that names all beneficiaries of the trust (see page 9).

PUBLIC NOTICE

**BEFORE THE PLANNING
AND ZONING COMMISSION
OF THE CITY OF CRYSTAL LAKE,
MCHEMRY COUNTY, ILLINOIS**

IN THE MATTER OF THE PETITION
OF
Forward Capital LLC

LEGAL NOTICE

Notice is hereby given in compliance with the Unified Development Ordinance of the City of Crystal Lake, Illinois that a public hearing will be held before the Planning and Zoning Commission upon the application by Forward Capital LLC, for the Preliminary and Final Plat of Subdivision with Variations, relating to the property commonly known as 4410 Northwest Highway in Crystal Lake, Illinois 60014. PINs: 19-03-451-007, 19-10-200-042.

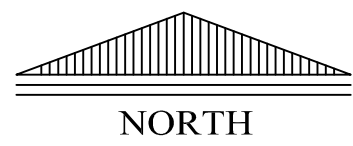
This application is filed for the purpose of seeking a Preliminary/Final Plat of Subdivision to divide the property into 2 lots and; variations from Article 3-200 from the required 20-foot rear yard setback to allow 6 inches along the northern east to west lot line for lot 1 for the western building and to allow 9.84 feet for the eastern building, variations of 19 feet 6 inches and 10.16 feet respectively; from Article 3-300 and Article 5-200 to allow the creation of a lot without frontage along a public roadway with access to Lot 2 only through an access easement; from Article 5-200 granting a deferral from the installation of sidewalk and the burial of overhead utility lines; as well as any other variations as necessary to approve the plans as presented. Plans for this project can be viewed at the Crystal Lake Community Development Department of City Hall.

A public hearing before the Planning and Zoning Commission for this request will be held at 7:30 p.m. on Wednesday July 20, 2016, at the Crystal Lake City Hall, 100 West Woodstock Street, at which time and place any person determining to be heard may be present.

Tom Hayden, Chairperson
Planning and Zoning Commission
City of Crystal Lake

(Published in the Northwest Herald,
June 5, 2016) 1203826





MM SURVEYING CO., INC.

PROFESSIONAL DESIGN FIRM No. 184-003233

PLAT OF SURVEY OF

THE EAST 460 FEET (AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SANDS ROAD) OF THAT PART OF SECTIONS 3 AND 10, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 14, WESTERLY OF THE CENTERLINE OF SANDS ROAD, NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 14 AS DEDICATED PER DOCUMENT NO. 144194, NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE CONNECTING RAMP FROM U.S. ROUTE 14 TO STATE ROUTE 31 AS DEDICATED PER DOCUMENT NO. 266667 AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY, EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SANDS ROAD AND SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAYS, THENCE SOUTH ALONG THE CENTERLINE OF SAID SANDS ROAD, 298.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE CENTERLINE OF SAID SANDS ROAD, 250.00 FEET; THENCE NORTH ALONG A LINE OF 250.00 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF SANDS ROAD, 423.07 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY, 279.54 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED SEPTEMBER 18, 1997 AS DOCUMENT NO. 97R45604, IN McHENRY COUNTY, ILLINOIS.

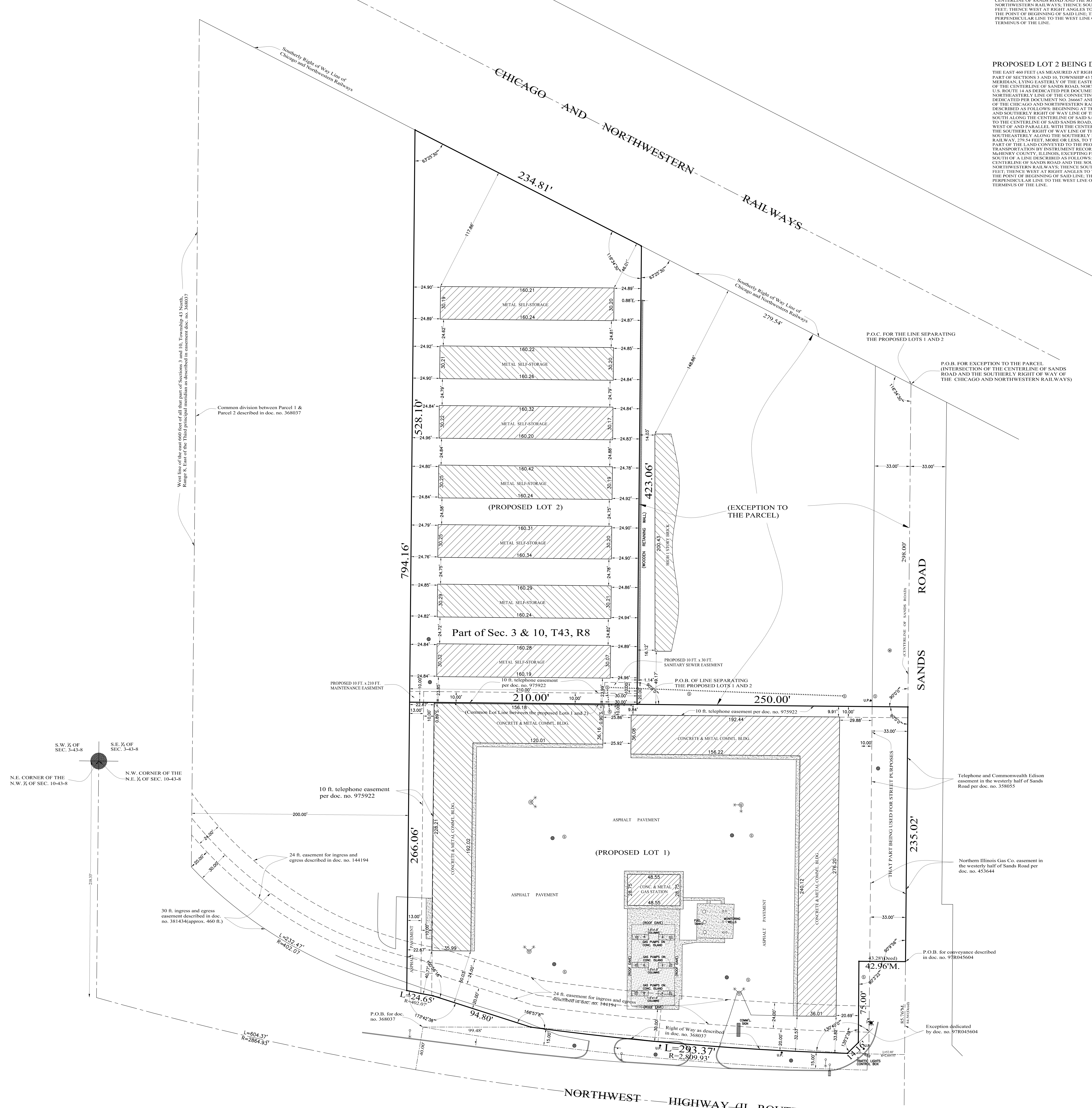
TOTAL LAND AREA = 236,625 sq. ft. = 5.432 acres, more or less
Commonly known as: 4410 N. NORTHWEST HWY., CRYSTAL LAKE, ILLINOIS

PROPOSED LOT 1 BEING DESCRIBED AS FOLLOWS:

THE EAST 460 FEET (AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SANDS ROAD) OF THAT PART OF SECTIONS 3 AND 10, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 14, WESTERLY OF THE CENTERLINE OF SANDS ROAD, NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 14 AS DEDICATED PER DOCUMENT NO. 144194, NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE CONNECTING RAMP FROM U.S. ROUTE 14 TO STATE ROUTE 31 AS DEDICATED PER DOCUMENT NO. 266667 AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY, EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SANDS ROAD AND SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAYS, THENCE SOUTH ALONG THE CENTERLINE OF SAID SANDS ROAD, 298.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE CENTERLINE OF SAID SANDS ROAD, 250.00 FEET; THENCE NORTH ALONG A LINE 250.00 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF SANDS ROAD, 423.07 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY, 279.54 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED SEPTEMBER 18, 1997 AS DOCUMENT NO. 97R45604, IN McHENRY COUNTY, ILLINOIS, EXCEPTING FROM THE ABOVE DESCRIBED TRACT THAT PART LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SANDS ROAD AND THE SOUTHERLY RIGHT OF WAY LINE OF CHICAGO AND NORTHWESTERN RAILWAYS, THENCE SOUTH ALONG THE CENTERLINE OF SAID SANDS ROAD, 298.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE CENTERLINE OF SAID SANDS ROAD, 250.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE CENTERLINE OF SAID SANDS ROAD, 250.00 FEET TO THE POINT OF BEGINNING OF SAID LINE, THENCE CONTINUING WEST ALONG THE LAST DESCRIBED PERPENDICULAR LINE TO THE WEST LINE OF THE ABOVE DESCRIBED TRACT FOR A POINT OF TERMINUS OF THE LINE.

PROPOSED LOT 2 BEING DESCRIBED AS FOLLOWS:

THE EAST 460 FEET (AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SANDS ROAD) OF THAT PART OF SECTIONS 3 AND 10, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 14, WESTERLY OF THE CENTERLINE OF SANDS ROAD, NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 14 AS DEDICATED PER DOCUMENT NO. 144194, NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE CONNECTING RAMP FROM U.S. ROUTE 14 TO STATE ROUTE 31 AS DEDICATED PER DOCUMENT NO. 266667 AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY, EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SANDS ROAD AND SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAYS, THENCE SOUTH ALONG THE CENTERLINE OF SAID SANDS ROAD, 298.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE CENTERLINE OF SAID SANDS ROAD, 250.00 FEET; THENCE NORTH ALONG A LINE 250.00 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF SANDS ROAD, 423.07 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY, 279.54 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED SEPTEMBER 18, 1997 AS DOCUMENT NO. 97R45604, IN McHENRY COUNTY, ILLINOIS, EXCEPTING FROM THE ABOVE DESCRIBED TRACT THAT PART LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SANDS ROAD AND THE SOUTHERLY RIGHT OF WAY LINE OF CHICAGO AND NORTHWESTERN RAILWAYS, THENCE SOUTH ALONG THE CENTERLINE OF SAID SANDS ROAD, 298.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE CENTERLINE OF SAID SANDS ROAD, 250.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE CENTERLINE OF SAID SANDS ROAD, 250.00 FEET TO THE POINT OF BEGINNING OF SAID LINE, THENCE CONTINUING WEST ALONG THE LAST DESCRIBED PERPENDICULAR LINE TO THE WEST LINE OF THE ABOVE DESCRIBED TRACT FOR A POINT OF TERMINUS OF THE LINE.



S.W. 1/4 OF SEC. 10-43-8
S.E. 1/4 OF SEC. 10-43-8
N.E. CORNER OF THE N.W. 1/4 OF SEC. 10-43-8
N.W. CORNER OF THE N.E. 1/4 OF SEC. 10-43-8

10 ft. telephone easement per doc. no. 975922
24 ft. easement for ingress and egress described in doc. no. 144194
30 ft. ingress and egress easement described in doc. no. 381434 (approx. 460 ft.)

200.00'
24 ft. easement for ingress and egress described in doc. no. 144194
L=238.47' R=102.07'
L=24.05' R=102.07'

L=204.37' R=2864.93'
P.O.B. for doc. no. 368037
L=293.37' R=2809.93'

L=24.05' R=102.07'
L=238.47' R=102.07'
L=204.37' R=2864.93'

L=24.05' R=102.07'
L=238.47' R=102.07'
L=204.37' R=2864.93'

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L=204.37' R=2864.93'

L=24.05' R=102.07'
L=238.47' R=102.07'
L=204.37' R=2864.93'

ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

Order No. **86405**

Scale: 1 inch = **40** FEET

Field Completion Date: **01 APRIL 2016**

Ordered by: **UNIVERSAL REALTY GROUP**

- LEGEND:**
- CHAIN LINK FENCE
 - WOOD FENCE
 - IRON FENCE
 - CONCRETE PAVEMENT
 - ENCLOSED FRAME PORCH
 - OPEN FRAME PORCH
 - OPEN BRICK PORCH
 - OPEN CONC. PORCH
 - EDGE OF CONCRETE
 - UTILITY POLE W/WIRES
 - UNIDENTIFIED MANHOLE
 - SEWER MANHOLE
 - CATCH BASIN
 - WATER MANHOLE
 - COMM. MANHOLE
 - ELECTRIC MANHOLE
 - GAS VALVE
 - WATER VALVE
 - FIRE HYDRANT
 - MET
 - STREET LIGHT
 - TRAFFIC LIGHT

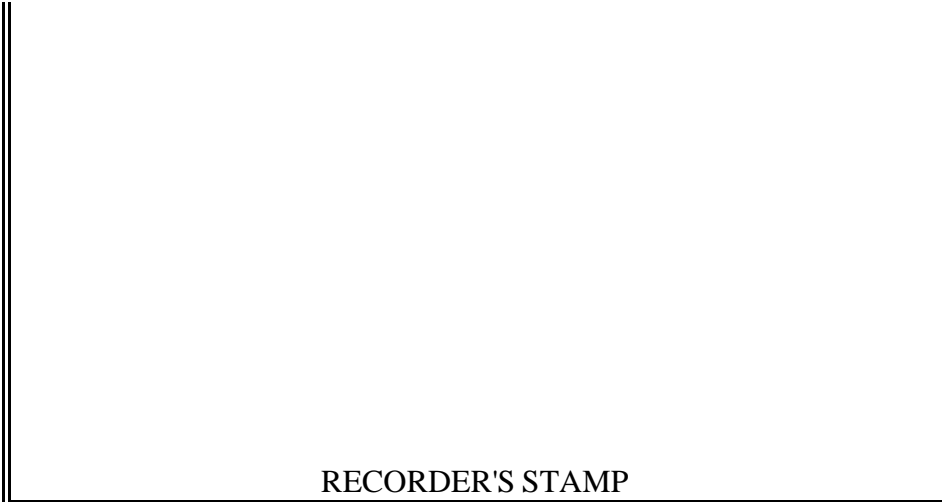
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR DEED, TITLE POLICY AND LOCAL ZONING ORDINANCE, ETC.
LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND MUST BE COMPARED WITH DEED AND/OR TITLE POLICY. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

Received 7/12/16

State of Illinois
County of Cook
We, M M Surveying Co., Inc., do hereby certify that we have surveyed the above described property and that the plot hereon drawn is a correct representation of said survey.
Signature: _____
Date: _____
REG. ILL. Land Surveyor No. 35-3758
LIC. EXP. NOVEMBER 30, 2016

PREPARED BY AND AFTER
RECORDING RETURN TO:

Charles Mangum, Esq.
Schain Banks
70 W. Madison, Suite 5300
Chicago, Illinois 60602



RECORDER'S STAMP

ACCESS EASEMENT, UTILITY EASEMENT AND MAINTENANCE AGREEMENT

THIS ACCESS EASEMENT, UTILITY EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”) is executed as of this ___ day of _____, 2016, by and between **FORWARD CAPITAL-CRYSTAL LAKE, LLC**, an Illinois limited liability company (“**Forward Capital**”), and **AMERCO REAL ESTATE COMPANY**, a Nevada corporation (“**Amerco**”).

RECITALS

WHEREAS, Forward Capital is the owner of certain property located in Crystal Lake, Illinois, legally described on Exhibit “A” attached hereto and made a part hereof (“**Forward Capital Property**”);

WHEREAS, Amerco is the owner of certain property located in Crystal Lake, Illinois, legally described on Exhibit “B” attached hereto and made a part hereof (“**Amerco Property**”). The term “Owner” or “Owners” shall mean Forward Capital (as to the Forward Capital Property) and Amerco (as to the Amerco Property) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property. The term “Lot” or “Lots” shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit “A”, that is, the Forward Capital Property and the Amerco Property, and any future subdivisions thereof;

WHEREAS, Forward Capital wishes to grant and Amerco wishes to receive an easement for pedestrian and vehicular ingress and egress over, under and across that part of the Forward Capital Property depicted on Exhibit “C” (the “**Access Easement Area**”) to provide access to and from Amerco’s Property;

WHEREAS, Amerco wishes to grant and Forward Capital wishes to receive an easement to transmit through, use and maintain the storm sewer lines and sanitary sewer lines and maintain storm and sanitary sewer lines within the areas depicted on Exhibit “C” attached hereto (the “**Utility Easement Area**”); and

WHEREAS, Amerco wishes to grant and Forward Capital wishes to receive an easement for pedestrian and vehicular ingress and egress over, under and across that part of the Amerco Property depicted on Exhibit “C” (the “**Maintenance Easement Area**”) to provide access to and from Forward Capital’s Property.

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements.**

(a) **Access Easement.** Forward Capital hereby grants, gives and conveys to Amerco a perpetual access easement (“Access Easement”) for vehicular and pedestrian ingress and egress over, across and upon the Access Easement Area. Such easement shall not be construed to constitute a public dedication of any portion of the Forward Capital Property or to create an easement for parking.

(b) **Utility Easement.** Amerco hereby grants, gives and conveys to Forward Capital a perpetual utility easement (“Utility Easement”) to transmit through, use and maintain the storm sewer lines and sanitary sewer lines (“Utility Lines”) and maintain storm and sanitary sewer lines within the areas indicated as Utility Easement Area. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface (except for such parts thereof that cannot and are not intended to be placed below the surface).

(c) **Maintenance Easement.** Amerco hereby grants, gives and conveys to Forward Capital a perpetual access easement (“Maintenance Easement”) for vehicular and pedestrian ingress and egress over, across and upon the Maintenance Easement Area to allow Forward Capital to maintain, replace and repair (or cause to be maintained, replaced and repaired) the improvements and building(s) located from time to time on the Forward Capital Property.

2. **Maintenance and Repair of Easements.**

(a) **Access Easement.** Forward Capital shall be responsible for the maintenance, repair and replacement obligations for the Access Easement Area, and Amerco shall reimburse Forward Capital fifty percent (50%) of such costs within ten (10) days of receipt of an invoice therefor. If any repair, maintenance or replacement is caused by Amerco’s negligence, Amerco shall pay all the costs for such repair, maintenance or replacement to the Access Easement Area.

(b) **Utility Easement.** Amerco shall be responsible for the maintenance, repair and replacement obligations for the Utility Easement Area, at Amerco's sole cost and expense. If any repair, maintenance or replacement is caused by Forward Capital's negligence, Forward Capital shall pay all the costs for such repair, maintenance or replacement to the Utility Easement Area. Subject to the obligations of the applicable utility companies, each Owner, at its sole cost and expense, shall maintain and repair (or cause to be maintained and repaired) the Utility Lines located on its Lot which only service that Lot.

(c) **Maintenance Easement.** Amerco shall be responsible for the maintenance, repair and replacement obligations for the Maintenance Easement Area, at Amerco's sole cost and expense. If any repair, maintenance or replacement is caused by Forward Capital's negligence, Forward Capital shall pay all the costs for such repair, maintenance or replacement to the Utility Easement Area.

Each Owner shall not allow any liens to be filed against the other Owner's Lot, and each Owner shall keep the other Owner's Lot free and clear of any mechanic's and materialman's liens arising in connection with any maintenance, repair or replacement of the easements granted herein. Should an Owner cause any lien or other encumbrance (hereinafter singularly or collectively referred to as "Encumbrance") to be filed against the other Owner's Lot, the Owner shall dismiss or bond against same within fifteen (15) days after the filing thereof. If the Owner fails to remove said Encumbrance within said fifteen (15) days, the other Owner shall have the absolute right to remove said Encumbrance by whatever measures the other Owner shall deem convenient including, without limitation, payment of such Encumbrance, in which event the Owner shall reimburse the other Owner the costs expended by the Owner to remove said Encumbrance.

3. **Use of Easement Areas.**

(a) Amerco's use of the Access Easement Area is limited to vehicular and pedestrian ingress and egress over, across and upon the Access Easement Area, and Amerco's use of the Access Easement Area shall comply with all applicable laws, ordinances, rules and regulations.

(b) The easements hereinabove granted shall be used and enjoyed by each Owner in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner at any time conducted on its Lot, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise or other goods in connection therewith.

(c) The Owner of each Lot served by such Utility Lines shall not unreasonably withhold its consent to the reasonable relocation of such Utility Lines requested by the Owner of a Lot where such Utility Lines are located, at such requesting Owner's sole cost and expense, so long as the use and capacity of the Utility Lines are not diminished or interrupted, the remaining provisions of this Section 3 are complied

with and the Utility Lines are to be relocated on the Lot owned by the Owner that is requesting that the Utility Lines be relocated.

(d) Once commenced, any construction undertaken pursuant to an easement granted elsewhere in this Agreement shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner. Except in cases of emergency, the right of any Owner to enter upon a Lot of another Owner for the exercise of any right pursuant to the easements granted herein, or to prosecute work on such Owner's own Lot if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Lot, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Lot upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner from all damages, losses, liens or claims attributable to the performance of such work.

4. **Indemnification.** Each Owner ("Indemnifying Owner") having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Lot is subject to the easement harmless from and against all claims, liens, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Indemnifying Owner, its contractors, employees, agents, or others acting on behalf of such Indemnifying Owner.

5. **Insurance.** Throughout the term of this Agreement, each Owner shall procure and maintain (or cause to be procured or maintained) general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 4 above), death, or property damage occurring upon such Owner's Lot. The policies shall name each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds and contain coverage limits in at least the following amounts:

Bodily injury including personal injury:	each person \$2,000,000.00
	each occurrence \$3,000,000.00
Property damage:	each accident \$1,000,000.00
	aggregate \$2,000,000.00

The policies required hereunder shall not be cancelled or amended without at least thirty (30) days prior written notice to the other Owner. Such policy shall be issued by an insurer admitted

to engage in the insurance business in the State of Illinois with a credit rating of “A” or better based by A.M. Best Co., Inc. or a comparable rating agency.

6. **Notice:** Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and directed to Forward Capital and Amerco as follows:

To Forward Capital: Forward Capital-Crystal Lake LLC

Attn: _____
Facsimile: _____
Email: _____

with a copy to:

Schain Banks
70 W. Madison Street, 53rd Floor
Chicago, Illinois 60602
Attn: Charles Mangum
Facsimile: (312) 619-4873
E-mail: cmangum@schainbanks.com

To Amerco:

Amerco Real Estate Company

Attn: _____
Facsimile: _____
Email: _____

Notices shall be deemed properly delivered and received when and if either (i) personally delivered; (ii) delivered by national overnight courier; (iii) sent via facsimile, so long as sender follows facsimile transmission with the immediate mailing of a copy of the notice via U.S. Mail, First Class; (iv) three (3) business days after being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid; or (v) delivered to the intended recipient by means of electronic mail transmission if also sent by one of the other means listed above.

7. **Default:** In the event of a breach of this Agreement by either party, the non-breaching party shall have the right to enforce this Agreement and pursue all remedies available at law or in equity and the prevailing party shall be entitled to reasonable attorney’s fees and costs.

8. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Forward Capital’s Property or Amerco’s Property. No easements, except those expressly set forth in Section 1 shall be implied by this Agreement. In that regard, and without limiting the foregoing, no easements for parking are granted or implied.

9. **Taxes and Assessments.** Each Owner shall pay, or cause to be paid, all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot.

10. **Miscellaneous.**

(a) **Amendments.** This Agreement may be amended, supplemented, or terminated only by written agreement of the Owners of all of the Lots.

(b) **Headings.** The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.

(c) **No Waiver.** No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

(d) **No Agency.** Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

(e) **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(f) **Grantee's Acceptance.** The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

(h) **Applicable Law, Place of Performance.** This Agreement shall be construed under and in accordance with the laws of the State of Illinois.

(i) **Separability.** Each provision of this Agreement and the application thereof to the Forward Capital Property and Amerco Property are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the

validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of any Lots by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

(j) **Estoppel Certificates.** Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

SIGNATURES COMMENCE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this easement grant the day and year first above written.

FORWARD CAPITAL:

FORWARD CAPITAL-CRYSTAL LAKE, LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT _____, the _____ of Forward Capital-Crystal Lake, LLC, an Illinois limited liability company, is 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 signed, sealed and delivered the instrument as his free and voluntary act, and the voluntary act of the company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2016.

Notary Public

My commission expires on _____

AMERCO:

AMERCO REAL ESTATE COMPANY,
a Nevada corporation

By: _____
Name: _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT _____, the _____ of Amerco Real Estate Company, a Nevada corporation, is 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 signed, sealed and delivered the instrument as his free and voluntary act, and the voluntary act of the company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2016.

Notary Public

My commission expires on _____

EXHIBIT “A”

Legal Description of Forward Capital Property

EXHIBIT "B"

Legal Description of Amerco Property

EXHIBIT "C"

Depiction of the Access Easement Area, Maintenance Easement Area and Utility Easement Area