



## #2016-59

# Wal-Mart Final PUD Amendment

## Project Review for Planning and Zoning Commission

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<b><u>Meeting Date:</u></b>	February 1, 2017
<b><u>Request:</u></b>	Final PUD Amendment to add 67 square feet of signage for “Pick-Up”, additional directional signs in the parking lot and revised striping and signage for pick-up spaces.
<b><u>Location:</u></b>	1205 S. Route 31
<b><u>Acreage:</u></b>	Approximately 21 acres
<b><u>Zoning:</u></b>	B-2 PUD General Commercial
<b><u>Surrounding Properties:</u></b>	North: B-2 PUD General Commercial South: Commercial zoning (Cary) East: Multi-family Residential (Cary) West: B-2 PUD General Commercial
<b><u>Staff Contact:</u></b>	Elizabeth Maxwell (815.356.3615)

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### **Background:**

- In September of 2005, the City Council granted approval of a Final Planned Unit Development for the Wal-Mart Super Center in the Lutter Center.
- The Final PUD approval included approved elevations and a signage plan. The total approved monument sign was at 130.66 square feet and the total wall signage approved was at 712.05 square feet.
- In 2007, a Final PUD Amendment was approved to allow an additional 19.5 square feet of signage for Subway.
- In 2012, Wal-Mart was approved to amend their colors; they also made additional changes to the signs, removing 75 square feet of signage on the building.
- This Final PUD Amendment would make additional changes to the signage and site layout.
- The original Lutter Center Final PUD, which approved the Wal-Mart and all relevant site improvements, required lighting along Central Park Drive. These lights were to be ComEd approved lights. Unfortunately, ComEd did not accept the lights that were installed and the property owner has been responsible for their maintenance. Currently, the lights are in disrepair and need to be completely removed and new lights installed. This is the property owner’s responsibility. To avoid this problem in the future and reduce the maintenance responsibility we are requiring that the new lights be ComEd approved so that they will take over perpetual maintenance, as is typical throughout the City. A condition of approval has been added to the report which details this request.

**PUD Amendment Details:**

- Adding an additional 67 square feet of wall signage for “Pick-up” on the front and side of the building.
- Transforming at least 10 spaces on the south side parking area into “pick-up” parking spaces.
- Adding 8 identification signs for approximately 61 square feet of signage on the parking space delineator signs. Additional signage may be added if more spaces are converted.
- Adding 6 directional signs at 3 square feet and 8 ½ feet high in the parking lot.

**Findings of fact:**

**Planned Unit Development Amendment**

The purpose of Planned Unit Developments is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations. Planned Unit Developments are, therefore, intended to allow substantial flexibility in planning and designing a proposal. This flexibility is often in the form of relief from compliance with conventional zoning ordinance site and design requirements.

Ideally, this flexibility results in a development that is better planned, contains more amenities, and is ultimately more desirable than one that would have been produced through compliance with typical zoning ordinance and subdivision controls.

Therefore more lenient site requirements may be granted where the Planned Unit Development contains features not normally required of traditional developments. If the evidence is not found to justify such conditions, that fact shall be reported to the City Council with a recommendation that the variation request be lessened or denied.

*Specific variations as part of the PUD*

The petitioner is asking for two variations as part of the PUD:

1. Section 4-1000 F to add an additional 61 square feet of free-standing signs for the parking spaces.
2. Section 4-1000 F to add 6 directional signs for an additional 18 square feet of signage and at 8 ½ feet high, exceeding the 3-foot height limit.

**Comprehensive Land Use Plan 2020 Vision Summary Review:**

The Comprehensive Land Use Plan designates the property in question as Commerce. Commerce represents existing retail and service commercial areas and indicates areas for future commercial uses. Within the Commerce/Office/Industry Land Use section of the Comprehensive Plan, the following goal, objectives and policies are applicable to this request:

**Goal: Facilitate a dynamic and sustainable base of commercial, office and industrial uses that provide jobs, goods and services to people in the city and throughout the surrounding region, as well as a solid tax base to the city.**

**Objective #2:** Promote Crystal Lake as a center of business activity and economic growth both locally and regionally.

- Promote the city as the regional “hub” of McHenry County and encourage businesses to remain, expand and relocate to the City.

**Recommended Conditions:**

A motion to recommend for approval of the petitioner’s request with the following conditions:

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
  - A. Application (WalMart, received 12/30/16).
  - B. Plans (HFA Architects, dated 11/28/16, received 12/30/16).
  - C. Plat of Subdivision (Arc Design Resources, dated 06/30/2008, received 12/30/16).
2. Additional signs or painting on the building shall require a PUD Amendment.
3. Additional signage for parking space delineation shall not require a PUD Amendment provided the spaces are on the south side of the building.
4. Wal-Mart shall replace the deficient decorative street lights along Central Park Drive with ComEd approved street lights by August 31, 2017. Wal-Mart shall work with City staff to determine the number and location of required ComEd approved street lights.
5. The petitioner shall comply with all of the requirements of the Community Development, Public Works, Fire Rescue and Police Departments.

2016-59 Wal Mart – 1205 S Route 31



**City of Crystal Lake  
Development Application**

Office Use Only  
File # 2016 59

Project Title: Walmart at 1205 S. Route 31 S. IL ROUTE 31

RECEIVED  
DEC 30 2016  
BY: \_\_\_\_\_

**Action Requested**

- |   |  |
|---|--|
| <input type="checkbox"/> Annexation                     | <input type="checkbox"/> Preliminary PUD                 |
| <input type="checkbox"/> Comprehensive Plan Amendment   | <input type="checkbox"/> Preliminary Plat of Subdivision |
| <input type="checkbox"/> Conceptual PUD Review          | <input type="checkbox"/> Rezoning                        |
| <input type="checkbox"/> Final PUD                      | <input type="checkbox"/> Special Use Permit              |
| <input checked="" type="checkbox"/> Final PUD Amendment | <input type="checkbox"/> Variation                       |
| <input type="checkbox"/> Final Plat of Subdivision      | <input type="checkbox"/> Other                           |

**Petitioner Information**

Name: Billy Green Jr.  
Address: 1705 S. Walton Blvd., Suite 3  
Bentonville, AR 72712  
Phone: 479.273.7780 ext. 673  
Fax: \_\_\_\_\_  
E-mail: billy.green@hfa-ae.com

**Owner Information (if different)**

Name: Brian Frazier c/o Walmart Stores Real Estate  
Address: PO Box 8050, Bentonville, AR 72712  
Phone: (479) 204-3493  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Property Information**

Project Description: Our client is proposing to add a customer pickup point for the new Online Grocery Pickup service. We are proposing minor changes to the site plan involving pavement striping and parking stall identification, adding a 67 SF wall sign, and interior changes mostly involving paint and furniture.

Project Address/Location: 1205 S. Route 31, Crystal Lake, Illinois, located southeast of intersection of IL Route 31 and James R Rakow Road

PIN Number(s): 19-15-203-011

**Development Team**

Please include address, phone, fax and e-mail

**Developer:** Walmart Real Estate, PO Box 8050, Bentonville, AR 72712, 479-204-3493

**Architect:** HFA, 1705 S. Walton Blvd. #3, Bentonville, AR 72712, 479-273-7780, billy.green@hfa-ae.com

**Attorney:** \_\_\_\_\_

**Engineer:** HFA, 1705 S. Walton Blvd. #3, Bentonville, AR 72712, 479-273-7780, billy.green@hfa-ae.com

**Landscape Architect:** \_\_\_\_\_

**Planner:** \_\_\_\_\_

**Surveyor:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Signatures**

Billy Green Jr.  12-19-2016  
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.**

\_\_\_\_\_  
OWNER: Print and Sign name 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.

**PUBLIC NOTICE**

**BEFORE THE PLANNING AND  
ZONING COMMISSION OF  
THE CITY OF CRYSTAL LAKE**

IN THE MATTER OF THE  
APPLICATION OF  
Walmart Stores Inc.

**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 of the City of Crystal Lake upon the application of Walmart Stores Inc. relating to the following described real estate:

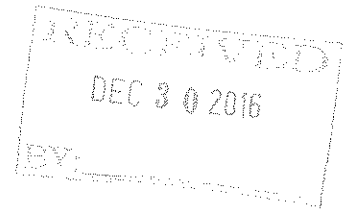
"DOC 2015R0034197 (PLAT) LT 1 / EX W 40.34FT S 315.06FT/ WAL-MART COMMERCIAL SUB' commonly known as 1205 S IL Route 31, Crystal Lake, IL.

This application is filed for the purpose of a Final PUD Amendment to allow changes to the site plan and signage pursuant to the requirements of Section 4-500 of the Crystal Lake Zoning Ordinance.

A public meeting before the Planning and Zoning Commission on the request will be held at 7:30 p.m. on February 1, 2017, at the Crystal Lake City Hall, 100 West Woodstock Street, at which time and place any person desiring to be heard may be present.

Thomas Hayden, Chair  
Planning and Zoning Commission  
City of Crystal Lake

(Published in the Northwest Herald  
on January 10, 2017) 1257573



2016-59

**Billy Green Jr.**  
HFA  
1705 S. Walton Blvd Suite 3  
Bentonville, AR 72712  
479.273.7780 ext 673  
[billy.green@hfa-ae.com](mailto:billy.green@hfa-ae.com)

December 20, 2016

**Elizabeth Maxwell**  
City of Crystal Lake  
100 W. Woodstock Street  
Crystal Lake, IL 60014  
815.356.3738

Ms. Maxwell,

We are prepared to submit our plans and development application for Walmart Store #1413 located at 1205 S. Route 31, Crystal Lake, IL. Our client is proposing to add a customer pickup point for the new Online Grocery Pickup service. This proposal consists of adding an additional 66.76 SF internally illuminated wall sign on the front elevation to assist customers who are unfamiliar with the services provided and as a general guide to identify where to pick up the groceries that were ordered online. We are also proposing minor changes with pavement striping, parking stall identification signs, and floor plan updates.

Walmart is requesting a PUD Amendment for the minor changes to the site plan and additional signage. Additional signage is proposed to identify an added function of this specific store and as a guide to assist customers of where these services are offered at the location. As customers enter from more than one direction, identification is essential to the success of the service provided. Without this sign, customers would be unaware that grocery pickup service, at this particular location, is operational.

We are submitting our application, fee, and accompanying documents in order to be placed on the February 1, 2017 agenda. Do not hesitate to call me if you have any questions.

Thank you,

**Billy Green Jr.**  
Project Manager





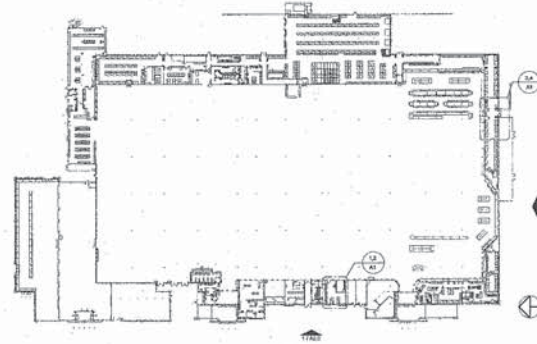
CRYSTAL LAKE, ILLINOIS  
STORE NO: 1413-216

# 2017 PICKUP LOW CAP

EXISTING SQ FT: 203,819  
DATE: 11/28/16  
PROTO: LOW CAP

### DRAWING INDEX

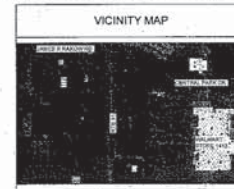
- GENERAL
  - C1 COVER SHEET
  - N1 GENERAL INFORMATION
- ARCHITECTURAL
  - SP1 SITE PLAN AND SIGNAGE
  - A1.0 FLOOR PLANS AND DETAILS
  - A2.0 BUILDING ELEVATIONS, SIGNAGE AND DETAILS
  - A2.2 PICKUP DETAILS
- FIRE PROTECTION
  - FP1 FIRE SPRINKLER PLAN AND GENERAL NOTES
- MECHANICAL
  - MP1 MECHANICAL AND PLUMBING PLAN
- ELECTRICAL
  - E1 ELECTRICAL PLANS AND DETAILS
  - EM1 ENERGY MANAGEMENT PLAN



1 KEY PLAN

### BUILDING CODE SUMMARY

NAME OF PROJECT:	CRYSTAL LAKE, IL	
STREET ADDRESS:	1201 S LINCOLN AVE #1	
PERMITS/USE:	RETAIL	
APPLICABLE CODES:	BUILDING CODE: 2006 INTERNATIONAL BUILDING CODE (IBC) MECHANICAL CODE: 2009 INTERNATIONAL MECHANICAL CODE (IMC) PLUMBING CODE: 2014 LUBER PLUMBING CODE ELECTRIC CODE: 2009 NATIONAL ELECTRICAL CODE (NEC) FIRE CODE: 2006 INTERNATIONAL FIRE CODE (IFC) LIFE SAFETY CODE: 2009 NFPA ACCESSIBILITY CODE: 2010 INTERNATIONAL BUILDING CODE (IBC)	
OCCUPANCY:	MERCHANDISE, WHOLESALE OR RETAIL STORE (MANS) - SECT. 504.1 21. STORAGE AREA WITH AREA OF TRAFFIC SECTOR AND RECEIVING AND STOCK ROOMS (SESS) USE - SECT. 511.2 ALL ASSEMBLY USE, MERCHANDISE AND FOOD PREP ARE NECESSARY TO MANS USE - SECT. 504.1 B. BUSINESS, NON-FOOD TENANT (ACCESSORY TO MANS USE) - SECT. 504.1	
TYPE OF CONSTRUCTION:	III - UNPROTECTED STEEL/CONCRETE PER SECT. 502.1 AND TABLE 602	
ALLOWABLE AREA:	UNLIMITED	SECTION 502.3
FIRE PROTECTION:	BUILDING IS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM AND IS MAINTAINED ON ALL LEVELS BY THE BEST METHOD OF PERMANENT WATER SUPPLY AND COMPLIES WITH SECTION 905.1. UNLIMITED AREA OUTLETS ARE APPLICABLE.	



VICINITY MAP

### GENERAL NOTES SCOPE OF WORK

EXISTING PICKUP - INTERIOR  
REMOVE EXISTING MECHANICAL AND NOTED  
OR STRUCTURAL EQUIPMENT AS NOTED  
RELOCATE PICKUP - OPTIONS  
RELOCATE EXISTING DOWNERS  
ADJUST POWER AND DATA  
WHERE APPLICABLE



HFA ARCHITECTS  
ENGINEERS  
INTERIORS  
1011 S. WALTON BLVD., SUITE 1  
BLOOMINGTON, ILLINOIS 61710  
618.233.7700  
FAX: 618.233.7700  
www.hfa.com



ISSUED FOR:	
DATE:	
BY:	
CHECKED BY:	
DATE:	
PROJECT:	LOW CAP
PROTO CYCLE:	NA

2016 59  
RECEIVED  
DEC 30 2016



COVER SHEET

ARCHITECTURAL CONTACT: HARRISON FRENCH AND ASSOC. LTD. 1201 S. LINCOLN AVE SUITE 1 BLOOMINGTON, ILLINOIS 61710	MECHANICAL CONTACT: HARRISON FRENCH AND ASSOC. LTD. 1201 S. LINCOLN AVE SUITE 1 BLOOMINGTON, ILLINOIS 61710	ELECTRICAL CONTACT: HARRISON FRENCH AND ASSOC. LTD. 1201 S. LINCOLN AVE SUITE 1 BLOOMINGTON, ILLINOIS 61710	MECHANICAL CONTACT: HARRISON FRENCH AND ASSOC. LTD. 1201 S. LINCOLN AVE SUITE 1 BLOOMINGTON, ILLINOIS 61710	PLUMBING CONTACT: HARRISON FRENCH AND ASSOC. LTD. 1201 S. LINCOLN AVE SUITE 1 BLOOMINGTON, ILLINOIS 61710	FIRE PROTECTION CONTACT: HARRISON FRENCH AND ASSOC. LTD. 1201 S. LINCOLN AVE SUITE 1 BLOOMINGTON, ILLINOIS 61710
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SHEET: C1







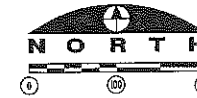
2008R0050753

# FINAL PLAT OF RESUBDIVISION OF LOT 1 OF THE FINAL PLAT OF LUTTER CENTER SUBDIVISION - UNIT 1

BEING A RESUBDIVISION OF LOT 1 OF FINAL PLAT OF LUTTER CENTER SUBDIVISION - UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 10 AND PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS

**ARC**  
DESIGN  
RESOURCES  
INC.  
CIVIL ENGINEERING  
LAND SURVEYING

1475 S. PERRYVILLE ROAD  
ROCKFORD, ILLINOIS 61108  
VOICE: (815) 484-4800  
FAX: (815) 484-4303 FAX  
www.arcdesign.com  
Design Firm License No. 184-00334

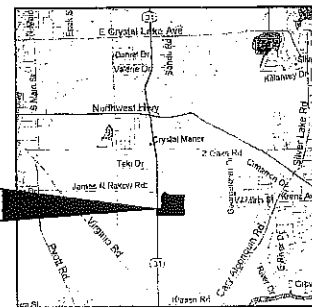


**NOTES:**

1. THERE SHALL BE AT MOST ONE RIGHT-IN, RIGHT-OUT ACCESS TO LOT 2 TO ILLINOIS ROUTE 31 ON THE INGRESS/EGRESS EASEMENT SHOWN HEREON. ALL OTHER ACCESS SHALL BE VIA INTERNAL CIRCULATION.
2. 4" DIAMETER CONCRETE WITH 3/4" IRON PIN IN CENTER HAVE BEEN SET AT THE NORTHEAST CORNER OF LOT 1 AND THE SOUTHWEST CORNER OF LOT 2.
3. EASEMENT GRANTED PER FINAL PLAT LUTTER CENTER SUBDIVISION - UNIT 1 IS HEREBY REGRANTED VIA ATTACHED FINAL PLAT OF RESUBDIVISION OF LOT 1 OF THE FINAL PLAT OF LUTTER CENTER SUBDIVISION - UNIT 1 PLEASE SEE FINAL PLAT LUTTER CENTER SUBDIVISION - UNIT 1 FOR EASEMENT DIMENSIONS.
4. EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND FOR FINAL PLAT OF LUTTER CENTER SUBDIVISION - UNIT 1 RECORDED AS DOCUMENT NO. 2005R0097460.
5. ATTACHED PLAT SUBJECT TO TERMS AND CONDITIONS CONTAINED IN A CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NO. 2008R0041352.

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	N 89°51'26" E	15.21'
L2	S 00°08'34" E	20.00'
L3	S 89°51'26" W	15.21'
L4	N 89°51'26" E	15.98'
L5	S 00°08'34" E	20.00'
L6	S 89°51'26" W	15.98'
L7	N 89°51'26" E	44.10'
L8	S 00°08'34" E	20.00'
L9	S 89°51'26" W	44.10'
L10	S 00°08'20" E	46.31'
L11	S 00°08'31" E	25.00'
L12	S 89°51'29" W	20.00'
L13	N 00°08'31" W	25.00'
L14	S 89°51'26" W	23.82'
L15	N 00°08'34" W	20.00'
L16	N 89°51'26" E	23.82'
L17	S 00°17'45" E	20.00'
L18	S 89°42'15" W	10.86'
L19	N 00°17'45" W	20.00'
L20	N 89°42'15" E	10.86'

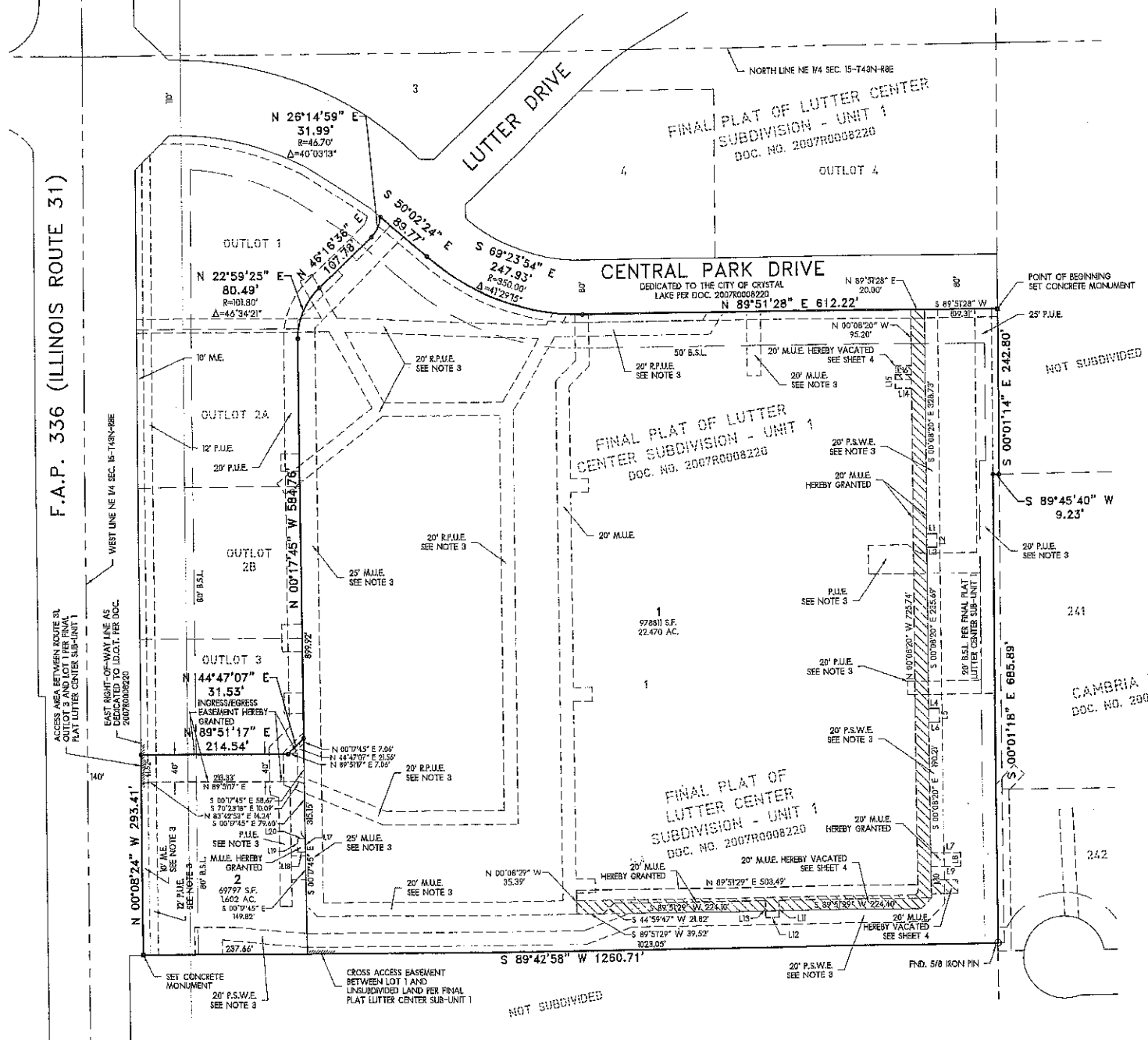


**VICINITY MAP**

This Plat has been approved by the Illinois Department of Transportation with respect to Roadway Access pursuant to Paragraph 2 of "An Act to Revise the Law in Relation to Plats," as amended. A plan that meets the requirements contained in the Department's "Policy on Permits for Access Driveways to State Highways" will be required by the Department.

*Diana M. C. King*  
Diana M. Oksefs, P.E.  
Deputy Director of Highways,  
Region One Engineer

F.A.P. 336 (ILLINOIS ROUTE 31)



**LEGEND**

■	SET CONCRETE MONUMENT
•	SET 3/4" PIN
○	FOUND MONUMENT
R	RADIUS
N 45°52'36" E	MEASURED BEARING
586.78'	MEASURED DISTANCE
---	EXISTING BUILDING SETBACK LINE
- - - -	EASEMENT HEREBY GRANTED
- - - -	EXISTING EASEMENT LINE
- - - -	SECTION LINE
- - - -	EXISTING RIGHT-OF-WAY LINE
---	EXTERIOR BOUNDARY LINE
---	INTERIOR LOT LINE
2	LOT NUMBER
S.F.	SQUARE FEET
M.U.E.	MUNICIPAL UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.P.U.E.	RESTRICTED PUBLIC UTILITY EASEMENT
M.E.	MUNICIPAL EASEMENT
P.S.W.E.	PRIVATE STORM WATER EASEMENT
B.S.L.	BUILDING SETBACK LINE
	EXISTING M.U.E. HEREBY VACATED

2016 59

**OWNERS**

Wal-Mart Real Estate Business Trust  
2001 SE 10th St.  
Bentonville, AR 72716

CORE STATES #: SAM-7754  
WAL-MART STORE #: 1113

RECEIVED  
DEC 30 2016

SUBMITTED 01/11/2008  
1st REVIEW 03/18/2008  
2nd REVIEW 05/23/2008  
3rd REVIEW 06/30/2008

# FINAL PLAT OF RESUBDIVISION OF LOT 1 OF THE FINAL PLAT OF LUTTER CENTER SUBDIVISION - UNIT 1

BEING A RESUBDIVISION OF LOT 1 OF FINAL PLAT OF LUTTER CENTER SUBDIVISION - UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 10 AND PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS



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FAX: (815) 484-4303 FAX  
www.arcdesign.com  
Design Firm License No. 184-001334

STATE OF ILLINOIS )  
(SS  
COUNTY OF WINNEBAGO )

I HEREBY CERTIFY that at the request of the owners, I have surveyed and subdivided according to the attached Final Plat of Resubdivision of Lot 1 of the Final Plat of Lutter Center Subdivision - Unit 1, to locate the boundaries and corners thereof, that monuments were found or set as indicated thereon, and that the survey conforms to the normal standard of care of surveyors performing boundary surveys in McHenry County, Illinois. Dimensions are given in feet and decimals of a foot, distances along curves are shown as chord lengths. Iron pins 3/4 inch in diameter and 4 feet long have been set or found at all corners marked with iron pins 3/8 inch in diameter and 3 feet long have been set at all other corners, unless otherwise noted.

PROPERTY DESCRIBED AS: Lot 1 of the Final Plat of Lutter Center Subdivision - Unit 1, being a subdivision of part of the Southeast Quarter of Section 10 and part of the North Half of the Northeast Quarter of Section 15, all in Township 43 North, Range 8 East of the Third Principal Meridian, more particularly bounded and described as follow to-wit:

Beginning at the Northeast corner of said Lot 1; thence South 00°07'14" East along an East line of said Lot 1, a distance of 242.80 feet; thence South 89°45'40" West along an East line of said Lot 1, a distance of 9.23 feet; thence South 00°07'18" East along an East line of said Lot 1, a distance of 685.89 feet to the South line of said Lot 1; thence South 89°42'58" West along the South line of said Lot 1, a distance of 1260.71 feet to the West line of said Lot 1; thence North 00°08'24" West along the West line of said Lot 1, a distance of 293.41 feet to the South line of Outlet 3 as designated upon said Final Plat of Lutter Center Subdivision - Unit 1; thence North 89°51'17" East along the South line of said Outlet 3, a distance of 214.54 feet to the Southeast line of said Outlet 3; thence North 44°47'07" East along the Southeast line of said Outlet 3, a distance of 91.53 feet to the East line of said Outlet 3; thence North 00°17'45" West along the East line of said Outlet 3 and the East lines of Outlets 2B and 2A as designated upon said Final Plat of Lutter Center Subdivision - Unit 1, a distance of 584.76 feet; thence Northeast along the curved Easterly line of said Outlet 2A and a curved Easterly line of Outlet 1 as designated upon said Final Plat of Lutter Center Subdivision - Unit 1, said curve to the right having a radius of 101.80 feet and a central angle of 46°34'21" [the chord of which bears North 22°59'25" East, a distance of 30.49 feet]; thence North 46°16'36" East along an Easterly line of said Outlet 1, a distance of 107.78 feet; thence Northeast along a curved Easterly line of said Outlet 1, said curve to the left having a radius of 46.70 feet and a central angle of 40°03'13" [the chord of which bears North 26°14'59" East, a distance of 31.99 feet] to the South right-of-way line of Central Park Drive; thence South 50°02'24" East along the South right-of-way line of said Central Park Drive, a distance of 89.77 feet; thence Easterly along the curved non-tangent South right-of-way line of said Central Park Drive, said curve to the left having a radius of 350.00 feet and a central angle of 41°29'15" [the chord of which bears South 69°23'54" East, a distance of 247.93 feet]; thence North 89°51'28" East along the South right-of-way line of said Central Park Drive, a distance of 612.22 feet to the Point of Beginning, containing 24.073 acres, more or less, all being situated in the County of McHenry and State of Illinois.

I FURTHER CERTIFY that I have made no independent search of the records for easements, encumbrances, ownership, or title evidence, or any other facts which an accurate and current title search may disclose, as part of this survey, but have relied upon the materials and representations supplied to me by the owners representative, and that a current Title Commitment was not furnished to me as part of this survey.

I FURTHER CERTIFY that reference has been made upon the accompanying plat of survey to known and permanent monuments from which future re-surveys may be made and that I have found or set survey monuments as shown thereon. Discrepancies between the plotted and measured location of monuments have been noted on the accompanying plat.

I FURTHER CERTIFY that no buildings on the adjacent property encroach on this property and that no buildings on this property encroach on the adjacent property.

I FURTHER CERTIFY that no investigation concerning environmental and subsurface conditions, or for the existence of underground or overhead containers or facilities which may affect the use or development of this property was made as part of this survey.

I FURTHER CERTIFY that the location, size and/or existence of any utility service lines to the property and subsurface improvements on and adjacent to the site are not necessarily shown.

I FURTHER CERTIFY that this plat is situated within the corporate limits of ~~the City of Crystal Lake, Illinois~~ which has a city plan and is exercising the special powers authorized by Division 12 of Article II of the Illinois Municipal Code, as now or hereafter amended.

I FURTHER STATE that the above described property lies within an area designated as Zone X (Areas determined to be outside the 0.2% annual chance floodplain) as identified by the Federal Emergency Management Agency on Flood Insurance Rate Map No. 17111C03351, effective date November 16, 2006. This map does not necessarily show all areas subject to flooding in the community or all planimetric features outside the special flood hazard areas. This does not guarantee that the surveyed property will or will not flood.

Dated this 31<sup>st</sup> day of July, 2008.

Ronald J. Larson, Jr.  
Illinois Professional Land Surveyor No. 35-3113  
Arc Design Resources, Inc.  
1475 South Perryville Road  
Rockford, IL 61108  
(815) 484-4300

THIS PLAT PRESENTED BY:  
JACQUELINE MCGRIDE/ARC DESIGN RESOURCES, INC.  
1475 S. PERRYVILLE ROAD  
ROCKFORD, IL 61108  
815.484.4300



OWNER CERTIFICATION  
STATE OF Arkansas )  
COUNTY OF Benton ) S.S.

The undersigned, WAL-MART REAL ESTATE BUSINESS TRUST that have caused the property embraced within the attached "Final Plat of Resubdivision of Lot 1 of the Final Plat of Lutter Center Subdivision - Unit 1" to be surveyed and subdivided, according to the plat, into numbered lots for the convenience in selling, streets for the use of the public, and perpetual easements for storm drainage, storm water detention, park areas, and for public utilities services as indicated, and labeled thereon. All streets, alleys, walkways, parking, playgrounds, and school sites shown on this plat are hereby dedicated to the public for public purposes.

This is also to certify that to the best of my knowledge the aforementioned property is located within the boundaries of the following School Districts:

Crystal Lake Community Consolidated School District 47

Community High School District 155

Witness my hand and seal this 29<sup>th</sup> day of July, 2008.

By: Ray Covert - Director - FUELING STATION DEVELOPMENT  
WAL-MART REAL ESTATE BUSINESS TRUST

By: \_\_\_\_\_

By: \_\_\_\_\_

NOTARY PUBLIC CERTIFICATION  
STATE OF Arkansas )  
COUNTY OF Benton ) S.S.

I, Amber N Baker, a Notary Public in and for the County of Benton in the State of ARKANSAS, do hereby certify that Ray Covert personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29<sup>th</sup> day of July, 2008.

My Commission Expires 31/1/2017  
Amber N Baker  
NOTARY PUBLIC

CITY COUNCIL CERTIFICATION  
STATE OF ILLINOIS )  
COUNTY OF MCHENRY ) S.S.

Approved by the City Council of Crystal Lake this 4<sup>th</sup> day of March, 2008.

Ant Shely  
Mayor  
Roger Zischer  
Attest: City Clerk

CRYSTAL LAKE PLANNING AND ZONING COMMISSION CERTIFICATION

STATE OF ILLINOIS )  
COUNTY OF MCHENRY ) S.S.

I, Thomas Hayden, Chairman of the Crystal Lake Planning and Zoning Commission, do hereby certify that on this 20<sup>th</sup> day of February, 2008 this Plat of Subdivision was duly approved by the Planning and Zoning Commission of the City of Crystal Lake.

Thomas Hayden  
Chairman

COUNTY CLERK CERTIFICATION  
STATE OF ILLINOIS )  
COUNTY OF MCHENRY ) S.S.

I, Katherine C. Schulte, County Clerk of McHenry County in the State of Illinois, do hereby certify that there are no delinquent taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the land included in the subject plat. I further certify that I have received all statutory fees in connection with the subject plat.

Given under my hand and Seal of the County Clerk, dated this 29<sup>th</sup> day of September, A.D. 2008.

Katherine C. Schulte  
COUNTY CLERK

COUNTY RECORDER CERTIFICATION  
STATE OF ILLINOIS )  
COUNTY OF MCHENRY ) S.S.

This instrument was filed for recording in the Recorder's Office of McHenry County, Illinois, dated this 26<sup>th</sup> day of SEPTEMBER 2008 at 11:35 o'clock, A.M., and recorded as Document No. 2008R0050753

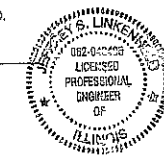
Phyllis H. Walters  
COUNTY RECORDER

ENGINEER'S DRAINAGE CERTIFICATION

I do hereby state that to the best of my knowledge and belief the drainage of surface waters will not be changed by the re-plating of this subdivision or any part thereof, or that if such surface water drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas, or drains which the subdivider has a right to use in accordance with the storm water design for the Final Plat of Lutter Center Subdivision - Unit 1, as designed by Manhard Consulting, Ltd., 2007.

Dated this 31<sup>st</sup> day of July, 2008 A.D.

John Paul  
Illinois Licensed Professional Engineer 062-048405



OWNERS

Wal-Mart Real Estate Business Trust  
2001 SE 10th St.  
Bentonville, AR 72716

CORE STATES #: SAM-7754  
WAL-MART STORE #: 1419

SUBMITTED 01/11/2008  
1st REVIEW 03/18/2008  
2nd REVIEW 05/23/2008  
3rd REVIEW 06/30/2008

# FINAL PLAT OF RESUBDIVISION OF LOT 1 OF THE FINAL PLAT OF LUTTER CENTER SUBDIVISION - UNIT 1

BEING A RESUBDIVISION OF LOT 1 OF FINAL PLAT OF LUTTER CENTER  
SUBDIVISION - UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST  
QUARTER OF SECTION 10 AND PART OF THE NORTH HALF OF THE NORTHEAST  
QUARTER OF SECTION 15, ALL IN TOWNSHIP 43 NORTH, RANGE 8 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS

**ARC**  
DESIGN  
RESOURCES  
INC.  
CIVIL ENGINEERING  
LAND SURVEYING

1475 S. FERRYVILLE ROAD  
ROCKFORD, ILLINOIS 61108  
VOICE: (815) 484-4300  
FAX: (815) 484-4303 FAX  
www.arcdesign.com  
Design Firm License No. 184-00234

#### Public Utility Easement Provisions

A public utility easement (PUE) for serving the subdivision and other property with electric and communications services is hereby reserved for and granted to Commonwealth Edison Co., Comcast Cable Company, Nicor Gas Company and SBC Telephone Companies, grantees, their respective successors and assigns, jointly and severally.

Each individual entity or other party accepting title to all or any part of the public utility easements (PUE) shall conclusively be deemed to have covenanted and agreed, jointly and severally, to maintain the surface of that portion of the public utility easement (PUE) which is located on such party's property so that it is in good condition for its intended purpose as public utility easement (which maintenance shall include, but shall not be limited to, the regular seeding, watering and mowing of all lawns).

Except as otherwise expressly permitted by written notice from the Commonwealth Edison Co., the Comcast Cable Company, Nicor Gas Company and SBC Telephone Companies, grantees, their respective successors and assigns.

I. No title holder of any part or portion of the public utility easement (or any party acting on behalf of the titleholder) shall install, construct, direct, place or plant any building, structures, improvements, or vegetation (other than grass) upon the public utility easement, or

II. Alter, modify, or change in any way the topography or elevations of the public utility easement

Fences and plant material are allowed, subject to applicable utility company and city approval.

Only perpendicular crossings of the municipal utility easement are permitted by public utilities.

#### Restricted Public Utility Easement Provisions

Each individual entity or other party accepting title to all or any part of the restricted public utility easement (RPUE) shall conclusively be deemed to have covenanted and agreed, jointly and severally to:

I. Care for and maintain the surface of that portion of the restricted public utility which is located on such party's property as well as a well landscaped, high-quality parcel (which maintenance shall include, but shall not be limited to, the regular seeding, watering and mowing of all lawns) and,

II. Keep all surface openings of the drainage pipes underlying the restricted public utility easement free of all grass clippings, leaves, or other related or foreign materials.

No titleholder of any part or portion of the restricted public easement (or any party acting on behalf of the titleholder) shall:

I. Construct, install, direct, or plant any building, structures, improvements or vegetation (other than grass or approved plantings) upon the restricted public utility easement including, but not limited to, fences, walls, patios, sheds, posts, trees, plants, or shrubs, or

II. Alter, modify, or change in any way the topography or elevations of the restricted public utility easement.

Maintenance of the storm sewers and storm structures within the restricted public utility easement shall be the sole responsibility of the association pursuant to the covenants contained herein.

Said easements may be used for driveways and parking. However, the grade of the subdivided property shall not be altered in any manner so as to interfere with the proper operation and maintenance thereof, or with the surface drainage thereon. The property owner association are completely responsible for landscape and/or paving restoration, should maintenance of the utility be required.

#### Public Utility Easement Provisions

An easement for serving the subdivision and other property with electric and communications services is hereby reserved and hereby granted to

Commonwealth Edison Company,  
Cable Television Company or Franchises  
and SBC Grantees

Their respective successors and assigns, jointly and severally, to install, operate, maintain, and remove, from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and signals in, over, under, around, across, along and upon the surface of the property shown within the dotted or dashed lines on the plat and marked "easement" or "PUE", the property designated in the declaration of condominium and/or on this plat as "common elements," and the property designated on the plat as a "common area or areas," and the property designated on the plat for streets and alleys, whether public or private, together with the right to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over the property without the prior written consent of the grantees, after installation of any facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "common elements" shall have that meaning set forth for such term in section 2(E) of "an act in relation to condominiums" (Illinois revised statutes, CH. 30, PAR. 302(E)), as amended from time to time.

The term "common area or areas" is defined as a lot, parcel, or area of real property, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots. Parcels or areas within the planned development, even though such areas may be otherwise designated on the plat by terms such as "outlots," "common elements," "open spaces," "open area," "common ground," "parking and common area". The terms "common area or areas" and "common elements" includes real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, service, business district or structures such as a pool or retention pond, or mechanical equipment.

Relocation of facilities will be done by grantees at cost of grantor/lot owner, upon written request.

#### NiCor Easement Provisions

An easement is hereby reserved for and granted to NiCor, its successor and assigns to install, operate, maintain, replace and remove facilities used in connection with the transition and distribution of natural gas in, over, under, across, along and upon the surface of the property shown within the dotted or dashed lines on the plat and marked "easement", "common area or areas", and streets and alleys, weather public or private, and the property designated in the declaration of condominium or on this plat as "common elements", together with the right to install required service connections over or under the surface of each lot and "common area or areas" to serve improvements thereon, or on adjacent lots, and common area or areas, and to serve other property adjacent to or otherwise, and the right to remove obstructions including but not limited to, trees, bushes, roots and fences, as may be reasonably required incident to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over NiCor's facilities or in, upon or over the property identified on this plat for utility purposes without prior written consent of NiCor. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "common elements" shall have that meaning set forth for such term in section 605/2(E) of the "condominium property act" (Illinois compiled statutes CH.765, SEC.605/2(E)), as amended from time to time.

The term "common area or areas" is defined as a lot, parcel, or area of real property, including real property surface with interior driveways and walkways, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the property, even though such areas may be designed on this plat by other terms.

#### Municipal Utility Easement Provisions

An easement for serving the subdivision and other property with domestic water, sanitary sewer and storm water drainage is hereby reserved for and granted to the City of Crystal Lake, IL, their successors and assigns to install, operate, maintain, relocate, renew and remove facilities used in connection with sewer and water mains, in, under, across, along, and upon the surface of the property shown on the plat within the areas marked as "municipal utility easement" (MUE) and those parts designated on the plat as dedicated for public street together with the right to cut, trim, or remove trees, bushes, and roots as may be reasonably required incident to the rights here in given, and the right to enter upon the property for all such purposes.

Each individual entity or other party accepting title to all or any part of the municipal utility easement (MUE) shall conclusively be deemed to have covenanted and agreed jointly and severally, to maintain the surface of that portion of the municipal utility easement which is located on such parties property so that it is in good condition for its intended purpose as a municipal utility easement (which maintenance shall include, but shall not be limited to, the regular seeding, watering, and mowing of all lawns). No title holder of any part or portion of the municipal utility easement (or any party acting on behalf of the title holder) shall:

I. Install, construct, erect, place or plant any building structures, improvements or vegetation (other than grass or approved plantings) upon the municipal utility easement, including but not limited to fences, walls, patios, sheds, posts, trees, plants or shrubbery, except as shown on the approved landscape plan or

II. Alter, modify or change in any way the topography or elevations of the municipal utility easement.

Said easements may be used for driveways and parking, however, the grade of the subdivided property shall not be altered in any manner so as to interfere with the proper operation and maintenance thereof or with the surface drainage thereon. The property owner and or the property owner association are completely responsible for landscape and or paving restoration, should maintenance of the utility be required.

The City of Crystal Lake is responsible for repairing water services between the water main, to and including the buffalo box. The property owner and/or the property owners associations are responsible for the restoration of the surface after any such water service repair.

Only perpendicular crossings of the MUE are permitted by public utilities. The MUE's are exclusive of the blanket easement.

#### Municipal Maintenance Agreement

The term "municipal utilities" shall be defined as follows:  
Water mains and service lines located in the municipal utility easement up to the service valve contained within the municipality as indicated on the plat.

The term "system" shall be defined as those water mains and lines as shown on the plat up to the service valve.

Now, therefore the City and owners hereby agree to the following terms and conditions:

- The City will maintain those municipal utilities as defined herein. The City's duties will include all necessary work up to and including the backfill stage in the event of the repair and replacement work on the municipal utilities. The conditions also apply to any new construction the City may undertake within the easements granted for municipal utilities.
- Inspection and maintenance of fire hydrants on the subdivision shall be the responsibility of the City. The cost of replacing damaged or defective hydrant on the parcels shall be the responsibility of the respective owners of such parcels.
- The City shall operate, sample and otherwise provide a supply of water to the system and shall provide sanitary sewer service to this subdivision in the same terms and conditions as City provides such service to similar users in the boundaries of the City.
- The surface of the "municipal utility easement" as indicated on the plat maybe grass, sod, or pavement only. No fences, trees, or structures will be permitted within the "municipal utility easement"
- The owners will be responsible for prompt quality restoration for subsurface, surface and above - grade improvements meeting or exceeding the original construction requirements of all areas on the owner's respective parcel damaged by the City in the process of repairing, replacing, or constructing municipal utilities. The City agrees to exercise reasonable care in repairs made so as not to cause the subdivision to incur unnecessary damages. Items subject to restoration by the owners include but are not limited to the following: whether located in easements or dedicated right-of-way, private lighting, cable, or conduits, pavement, curb and gutter, trees, shrubs, sod or other landscaping, nothing in this section shall serve to alter or amend any agreement between the owners regarding the maintenance and restoration of such substance, surface and above - grade improvements as defined in the proceeding sentence; provided, however, the owners agree that this agreement takes precedence over the terms of those agreements between the owners with respect to the rights of the City.
- This agreement is to run with the land and shall be binding upon and inure to the benefit of the owners and their respective successors and assigns.

#### Municipal Easement Provisions

An easement for serving the subdivision and other property reserved for and granted to the City of Crystal Lake, IL, its successors and assigns, to install, operate, maintain and remove, from time to time, facilities used in connection with sanitary sewers and water mains in, under, across, along and upon the surface of the property shown within the dashed lines on the plat and marked "municipal easements" together with the right to install required surface connection under the surface of each lot to serve improvements thereon, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivision property for all such purposes, obstructions, other than landscaping shall not be placed over grantees' facilities or in, upon or over the property within the dashed lines marked "municipal easement" without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

#### Private Storm Water Easement Provisions

An easement for serving the subdivision and other property reserved for and granted to the owners of Lot 1 and 2, its successors and assigns to install, operate, maintain and remove, from time to time, facilities used in connection with storm sewers in, under, across, along and upon the surface of the property shown within the dashed lines on the plat and marked "private storm water easement" together with the right to install required service connections under the surface of each lot to serve improvements thereon, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes, obstructions, other than road ways, driveways, curbs, gutters, and pedestrian walkways shall not be placed over the grantees facilities or in, upon or over the property within the dashed lines marked "private storm water easements" without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation thereof.

#### Storm Water Management Easement Provisions

Each individual entity or other party accepting title to all or any part of the storm water management easement (SME) shall conclusively be deemed to have covenanted and agreed, jointly and severally, to:

I. Care for and maintain the surface of that portion of the storm water management easement which is located on such parties property as a well landscaped, high-quality parcel (which maintenance shall include but shall not be limited to, the regular seeding, watering, and mowing of all lawns) and,

II. Keep all surface openings of the drainage pipes underlying the storm water management easement free of all grass clippings, leaves, or other related or foreign materials

No title holder of any part or portion of the storm water management easement (or any party acting on behalf of the title holder) shall:

I. Construct, install, direct or place or plant any buildings, structures, improvements or vegetation (other than grass or approved plantings) upon the storm water management easement including, but not limited to fences, walls, patios, sheds or posts, or

II. Alter, modify, or change in any way the topography or elevations of the storm water management easements.

Maintenance of the storm sewers and storm structures within the storm water management easement shall be the sole responsibility of the association pursuant to the covenant contained herein. City of Crystal Lake has the right, but not the obligation to perform maintenance on the storm sewer/detention system. The City of Crystal Lake will be reimbursed for any work performed.

The planting of shrubs, hedges, bushes, flowers, ornamental grass and lawn by any owner shall be permitted subject to a landscape plan approved by the City of Crystal Lake, however, the replacement of these items due to damage or removal resulting from repair of the storm water management basin by the homeowners association of the City of Crystal Lake and its successors and assigns shall be the liability of the owner.

#### Access Easement Provisions

The grantor does hereby grant to the City of Crystal Lake access easement over that portion of the grantors parcel labeled as "access easement" as shown hereon allowing access over and use of said access easement premises for the purpose of constructing the city utility improvements on the easements premises shown hereon.

#### OWNERS

Wal-Mart Real Estate Business Trust  
2001 SE 10th St.  
Bentonville, AR 72716

CORE STATES #: SAM-7754  
WAL-MART STORE #: 1418

SUBMITTED 01/11/2008  
1st REVIEW 03/18/2008  
2nd REVIEW 05/23/2008  
3rd REVIEW 06/30/2008

# FINAL PLAT OF RESUBDIVISION OF LOT 1 OF THE FINAL PLAT OF LUTTER CENTER SUBDIVISION - UNIT 1

BEING A RESUBDIVISION OF LOT 1 OF FINAL PLAT OF LUTTER CENTER SUBDIVISION - UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 10 AND PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS

**ARC**  
DESIGN  
RESOURCES  
INC.  
CIVIL ENGINEERING  
LAND SURVEYING

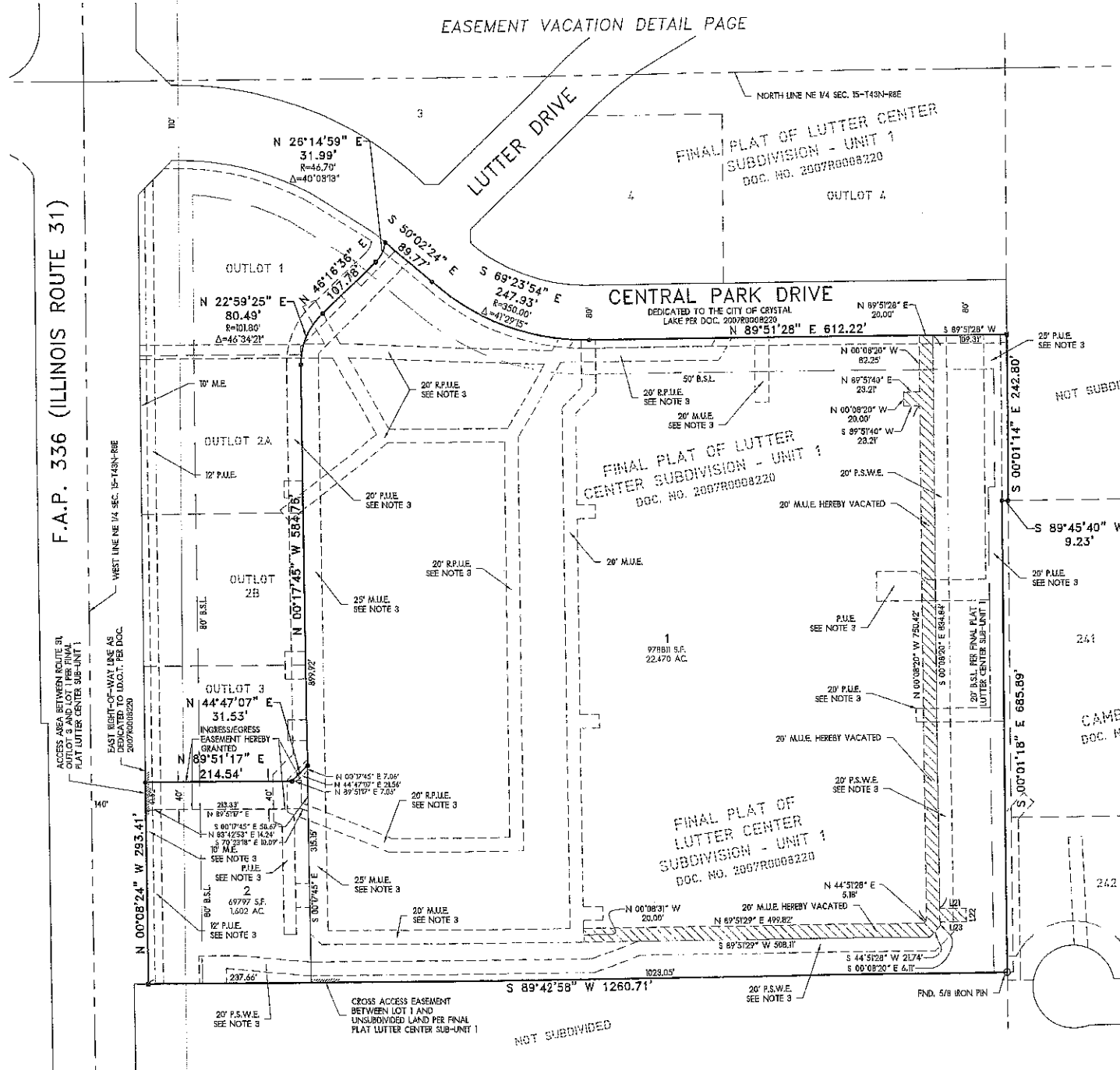
1475 S. PERRYVILLE ROAD  
ROCKFORD, ILLINOIS 61109  
VOICE: (815) 484-4300  
FAX: (815) 484-4305  
www.arcdesign.com  
Design Firm License No. 184-001334



**NOTES:**

1. THERE SHALL BE AT MOST ONE RIGHT-IN, RIGHT-OUT ACCESS TO LOT 2 TO ILLINOIS ROUTE 31 ON THE INGRESS/EGRESS EASEMENT SHOWN HEREON. ALL OTHER ACCESS SHALL BE VIA INTERNAL CIRCULATION.
2. 4" DIAMETER CONCRETE WITH 3/4" IRON PIN IN CENTER HAVE BEEN SET AT THE NORTHEAST CORNER OF LOT 1 AND THE SOUTHWEST CORNER OF LOT 2.
3. EASEMENT GRANTED PER FINAL PLAT LUTTER CENTER SUBDIVISION - UNIT 1 IS HEREBY REGRANTED VIA ATTACHED FINAL PLAT OF RESUBDIVISION OF LOT 1 OF THE FINAL PLAT OF LUTTER CENTER SUBDIVISION - UNIT 1 PLEASE SEE FINAL PLAT LUTTER CENTER SUBDIVISION - UNIT 1 FOR EASEMENT DIMENSIONS.
4. EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND FOR FINAL PLAT OF LUTTER CENTER SUBDIVISION - UNIT 1 RECORDED AS DOCUMENT NO. 2005R007796.
5. ATTACHED PLAT SUBJECT TO TERMS AND CONDITIONS CONTAINED IN A CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NO. \_\_\_\_\_

EASEMENT VACATION DETAIL PAGE



**LEGEND**

■	SET CONCRETE MONUMENT
•	SET 3/4" PIN
○	FOUND MONUMENT
R	RADIUS
N 45°52'36" E	MEASURED BEARING
586.78'	MEASURED DISTANCE
---	EXISTING BUILDING SETBACK LINE
- - - -	EASEMENT HEREBY GRANTED
---	EXISTING EASEMENT LINE
---	SECTION LINE
---	EXISTING RIGHT-OF-WAY LINE
---	EXTERIOR BOUNDARY LINE
---	INTERIOR LOT LINE
2	LOT NUMBER
S.F.	SQUARE FEET
M.U.E.	MUNICIPAL UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.P.U.E.	RESTRICTED PUBLIC UTILITY EASEMENT
M.E.	MUNICIPAL EASEMENT
P.S.W.E.	PRIVATE STORM WATER EASEMENT
B.S.L.	BUILDING SETBACK LINE
	EXISTING M.U.E. HEREBY VACATED

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L21	N 89°59'15" E	38.90'
L22	S 00°00'05" E	20.00'
L23	S 89°59'15" W	38.85'

**OWNERS**  
Wal-Mart Real Estate Business Trust  
2001 SE 10th St.  
Bentonville, AR 72716  
  
CORE STATES #: SAM-7754  
WAL-MART STORE #: 1413

SUBMITTED 01/11/2008  
1st REVIEW 05/19/2008  
2nd REVIEW 05/23/2008  
3rd REVIEW 06/30/2008