#2022-30
125 - 135 Erick Street – Final Plat of Subdivision and Variation
Project Review for Planning and Zoning Commission

Meeting Date: March 16, 2022

Requests:
1. Final Plat of Subdivision for a two-lot subdivision.
2. Variation from Article 3-300 D to allow the creation of a lot and construction of a building on a zoning lot, which does not abut a public or private street.
3. Deferral from the burial of the overhead utility lines.

Location: 125 – 135 Erick Street

Acreage: Approximately 5 acres (total lot)
Parcel 1: 2.038 acres
Parcel 2: 2.967 acres

Existing Zoning: M-L PUD Manufacturing Limited

Surrounding Properties:
North: M Manufacturing
South: M-L Manufacturing Limited
East: R-1 Single Family Residential
West: M Manufacturing

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- The property is one zoning lot and was planned to contain two separate light manufacturing buildings. The first building was constructed. There are approved plans for the second building.
- The first building is a condominium and the second building would also be in a condominium ownership. Due to the age of the existing building the condominium ownership will most likely need to spend funds on maintenance. The new building owner would prefer not to be in the same condominium ownership and pay costs for the existing building to be maintained. To resolve this, they will create their own lot and own condominium ownership for this new building.
- Since the subdivision is creating a lot behind the existing building, the new lot will not have frontage along a public or private street. This requires a variation. The subdivision has been planned with a full access easement around both buildings.

Development Analysis:

General

- Zoning: The site is zoned M-L PUD Manufacturing Limited Planned Unit Development. The zoning is appropriate for the existing and proposed development.
- Land Use: The land use map shows the area as Industry. This land use designation is appropriate for the existing and proposed development.

Subdivision

- The proposed subdivision will create two lots. The lots will be the following acreage:
  - Parcel 1: 2.038 acres
  - Parcel 2: 2.967 acres
- The plat of subdivision, declarations of reciprocal easements and declaration of removal will be recorded with the McHenry County Recorder's Office, if approved by the City.

Findings of Fact:

ZONING ORDINANCE VARIATION

The petitioner is requesting a variation from Article 3 Density and Dimensional Standards to create a lot without frontage along a public or private street. There is a proposed ingress/egress easement around both buildings and lots.

The Unified Development Ordinance 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.

FINAL PLAT OF RESUBDIVISION

The petitioner is requesting Final Plat of Subdivision approval for a minor subdivision to create a two lot subdivision. Final Plats are required to meet the following requirements:

a) Promote the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of the City by providing for the orderly growth and development of the City;

☐ *Meets* ☐ *Does not meet*

b) Coordinating streets and roads within proposed subdivisions with the City's planned street system, and with other public facilities;

☐ *Meets* ☐ *Does not meet*

c) Providing right-of-way easements for streets and utilities;

☐ *Meets* ☐ *Does not meet*

d) Avoiding congestion and overcrowding, and encouraging the proper arrangement of streets in relation to existing or planned streets;

☐ *Meets* ☐ *Does not meet*

e) Ensuring there is adequate open space and recreation facilities to serve development;

☐ *Meets* ☐ *Does not meet*

f) Ensuring there is proper recordation of landownership records;

☐ *Meets* ☐ *Does not meet*

g) Installation of any public improvements including water, sewer, storm sewer or detention, parkway trees, and sidewalks;
☐ *Meets* ☐ *Does not meet*

h) Burial of overhead utility lines and all new lines and services in appropriate easements; and
☐ *Meets* ☐ *Does not meet*
The petitioner is requesting a deferral of the burial of the overhead utility lines.

i) Ensuring the provision of such other matters as the City Council may deem necessary in order to protect the general health, safety, and welfare of the City
☐ *Meets* ☐ *Does not meet*

Comprehensive Land Use Plan 2030 Vision Summary Review:
The Comprehensive Plan designates the subject property as Industry, which allows for existing and future manufacturing, light manufacturing, and office uses. The following goal is applicable to this request:

Land Use - Industry

Goal: Support manufacturing uses within the community which contribute to the regional and local economy and Crystal Lake's live, work, play philosophy.

Supporting Action: Expand and attract manufacturing users which provide jobs, services, and products strengthening the City's economy.

Success Indicators: The number of properties zoned manufacturing as reviewed annually.

Supporting Actions: Encourage the redevelopment of "brownfield" sites, underused or abandoned manufacturing properties in the city, and reuse already existing structures or draw upon existing infrastructure.

Recommended Conditions:
If a motion to recommend approval of the petitioner's request is made, it should be with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Sherman, received 03/09/22)
   B. Plat of Survey (Vanderstappen, dated 02/04/22, received 03/09/22)

2. All conditions of approval from the Final PUD Ordinance Number 6221 are still valid.

3. A Plat of Subdivision which meets all the requirements of Article 5-2003.b. shall be submitted to the City for review and signatures.

4. After recordation a copy of the recorded plat shall be provided to the City for our records.

5. The petitioner shall address all of the review comments and requirements of Community Development Department.

PIQ MAP
125 and 135 Erick Street



CITY OF CRYSTAL LAKE
DEVELOPMENT APPLICATION

Please type or print legibly

OFFICE USE ONLY
CASE #

PROJECT TITLE: 125 Erick Corporate Center, LLC

ACTION REQUESTED:

_____Annexation	_____Preliminary PUD
_____Comprehensive Plan Amendment	_____Preliminary Plat of Subdivision
_____Conceptual PUD Review	_____Rezoning
_____Final PUD	_____Special Use Permit
_____Final PUD Amendment	_X_Variation
_X_Final Plat of Subdivision	_____Other

Petitioner Information:

NAME: 125 Erick Corporate Center LLC
c/o Cary Sherman
ADDRESS: Po Box 16

Crystal lake Il 60039-16

PHONE: 815 482 8198

FAX:

E-MAIL: sgibuilders@gmail.com

Owner Information:(if different)

NAME: See attached list

ADDRESS:

PHONE:

FAX:

E-MAIL:

Property Information:

Project Description: Allow the subdivision of the second building as a separate parcel from the first building. The subdivision will include a variation to allow the creation of a lot without its own road frontage. The new parcel contains a foundation but has not been completed for several years.

Project Address/Location: 125Erick Street, Crystal lake Il

PIN Number(s): 14-33-402-005

Development Team:

Developer: Cary Sherman owner of SGI Custom home Builders

Architect: _____

Attorney: Joseph Gottemoller of McHenry County law LLC, (815)459-5152, (FAX 815-459-0290)

Engineer: _____

Landscape Architect: _____

Planner: _____

Surveyor: _____

Signatures:

X X125 Erick Corporate Center LLC

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 actions.

_____

OWNER: Print and Sign Name Horizons for the Blind Date

_____

OWNER: Print and Sign Name MJ Erick LLC Date

_____

OWNER: Print and Sign Name Gary Littrell Date

_____

OWNER: Print and Sign Name Fae Littrell Date

_____

OWNER: Print and Sign Name Date

NOTE: If the subject property is held in trust, the trust officer must sign this petition as owner. In addition, the trust officer must provide a letter which names all beneficiaries of the trust. Page 2

OWNERS :

PIN 14-33-402-001
Horizons for the Blind
Unit A 103
125 Erick
Crystal Lake Il 60014

14-33-402-002 & 003
Future lot 14-33-402-009
125 Erick Corporate Center LLC
Units A109 and A110 and
the Vacant parcel 1
125 Erick
Crystal Lake Il 60014

14-33-402-005
MJ Erick LLC
Unit A112
125 Erick
Crystal Lake Il 60014

A111 14-33-402-004
A115 14-33-402-006
A118 14-33-402-007
A120 14-33-402-008
Gary Littrell
Fae Littrell

Certificate of the Publisher

Northwest Herald

Description: VARIATION - 125 ERICK ST
1961989

GOTTEMOLLER & ASSOCIATES
1 N VIRGINIA ST
CRYSTAL LAKE IL 60014

Shaw Media certifies that it is the publisher of the Northwest Herald. The Northwest Herald is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Crystal Lake, County of McHenry, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Northwest Herald, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on
02/24/2022

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.
In witness, Shaw Media has signed this certificate by John Rung, its publisher, at Crystal Lake, Illinois, on
24th day of February, A.D. 2022

Shaw Media By:

John Rung, Publisher

Account Number 10154

Amount $110.64

PUBLIC NOTICE

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

IN THE MATTER OF THE PETITION OF
125 Erick Corporate Center, 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 Cary Sherman representing 125 Erick Corporate Center LLC for a Final Plat of Subdivision with a Variation, relating to the property at 135 Erick Street and 125 Erick Street in Crystal Lake, Illinois 60014. PINs:14-33-402-801,-001, -002, -003, -004, -005, -006, -007, -008, -009.

This application is filed for the purpose of seeking a Final Plat of Subdivision with a variation from Article 3-300 D. to allow the creation of a lot and construction of a building on a zoning lot which does not abut a public or private street pursuant to Article 3, Article 5 and Article 9. Plans for this project can be viewed at the Crystal Lake Community Development Department at City Hall.

A public hearing before the Planning and Zoning Commission for this request will be held at 7:00 p.m. on Wednesday March 16, 2022, at the Crystal Lake City Hall, 100 West Woodstock Street, at which time and place any person determining to be heard may be present.

Jeff Greenman, Chairperson
Planning and Zoning Commission
City of Crystal Lake

(Published in the Northwest Herald February 24, 2022)
1961989

PUBLIC NOTICE BEFORE THE PLANNING AND ZONING COMMISSION OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS

IN THE MATTER OF THE PETITION OF 125 Erick Corporate Center, LLC

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Jeff Greenman, Chairperson Planning and Zoning Commission
City of Crystal Lake

(Published in the Northwest Herald February 24, 2022) 1961989

STATE OF ILLINOIS

COUNTY OF MCHENRY

IN THE MATTER OF THE APPLICATION OF
125 Erick Corporate Center LLC;

AFFIDAVIT

(Name), being first duly sworn on oath deposes and states as follows:

A. That a copy of the legal notice, concerning the hearing date for the above mentioned Petitioner, was sent to each of the persons named on the attached list by regular mail notifying them of the hearing before the Planning and Zoning Commission on March 16, 2022, at 7:00 p.m., at the City of Crystal Lake City Hall, 100 West Woodstock Street in Crystal Lake, Illinois. Said notice was mailed to each of the below mentioned persons by regular mail on February 24, 2022

(name) (Signature)

Subscribed and Sworn to me before
This 4th day of March, 2022

Notary Public

OFFICIAL SEAL
JENNIFER S OLSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/12/24

STATE OF ILLINOIS

COUNTY OF MCHENRY

IN THE MATTER OF THE APPLICATION OF
125 Erick Corporate Center LLC;

AFFIDAVIT

(Name), being first duly sworn on oath deposes and states as follows:

A. That the posting requirements of the Zoning Ordnance have been complied with by placing the customary public notice sign on the subject property on 2/22/22

125 ERICK CORPORATE LLC,
(name) (Signature)

Subscribed and Sworn to me before
This 4th day of March, 2022

Notary Public

OFFICIAL SEAL
JENNIFER S OLSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/12/24

Parcel Number	Owner	Mail To Address 1	Mail To Address 2
14-33-402-001	HORIZONS FOR THE BLIND INC	125 ERICK ST Unit A 103	Crystal Lake, IL 60014
14-33-327-024	Elaine Real Est Holdings	130 ERICK ST	CRYSTAL LAKE, IL 60014
14-33-426-007	Countryside Flower shop	5301 E TERRA COTTA AVE	CRYSTAL LAKE, IL 60014
14-33-427-001	Jd JM Jt Tenancy Freund	560 BLACKTHORN DR	CRYSTAL LAKE, IL 60014
14-33-401-014	Rink of Crystal lake C/O Wolf Builders	44 N VIRGINIA ST Ste 1 A	CRYSTAL LAKE, IL 60014
14-33-401-015	Liberty Self Storage	4114 IL RT 176	CRYSTAL LAKE, IL 60014
14-33-327-021	Renee Copley	33 GATES ST	CRYSTAL LAKE, IL 600144325
14-33-379-020	Servall Tool and Die	110 ERICK ST	CRYSTAL LAKE, IL 60014
14-33-427-012	Crystal Lake Park District	1 E CRYSTAL LAKE AVE	CRYSTAL LAKE, IL 60014
14-33-451-017 &018	Erick St Property LLC	601 W CARBOY RD	MT PROSPECT, IL 60056
14-33-426-008	Harms Reidel Countryside flower	5301 E TERRA COTTA AVE	CRYSTAL LAKE, IL 60014
14-33-401-009	Daniel L Tonyan	PO BOX 1067	CRYSTAL LAKE, IL 600391067
14-33-402-005	M J Erick LLC	125 ERICK ST STE A115	CRYSTAL LAKE, IL 600144500
14-33-327-017 & 016	TC Metal Recycling	378 E PRAIRIE ST	CRYSTAL LAKE, IL 600144415
14-33-327-018	Means Services Inc	115 N FIRST ST	BURBANK, CA 91502
14-33-379-018	Cobb Fam LLP	925 N 15TH AVE	HIAWATHA, IA 52233
14-33-477-006	Davidand Meghan Steinsdorfer	551 BLACKTHORN DR	CRYSTAL LAKE, IL 60014
14-33-477-001	Vanessa Rev Trust Candow	557 BLACKTHORN DR	CRYSTAL LAKE, IL 60014
14-33-402-003	125 Erick Corp Center LLC	PO BOX 16	CRYSTAL LAKE, IL 600390016
14-33-402-009	125 Erick Corp center LLC	PO BOX 16	CRYSTAL LAKE, IL 600390016
14-33-402-002	125 Erick Corp Center LLC	PO BOX 16	CRYSTAL LAKE, IL 600390016
14-33-402-006	Gary and Fae Littrell	1403 CARLISLE DR	BARRINGTON, IL 600105257
14-33-402-007	Gary and Fae Littrell	1403 CARLISLE DR	BARRINGTON, IL 600105257
14-33-402-008	Gary and Fae Littrell	1403 CARLISLE DR	BARRINGTON, IL 600105257
14-33-402-004	Gary and Fae Littrell	1403 CARLISLE DR	BARRINGTON, IL 600105257

Vanderstappen
Land Surveying, Inc.
www.vandersurv.com
1326 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-4310 fax 815-337-4314
"Always faithful to the property line"

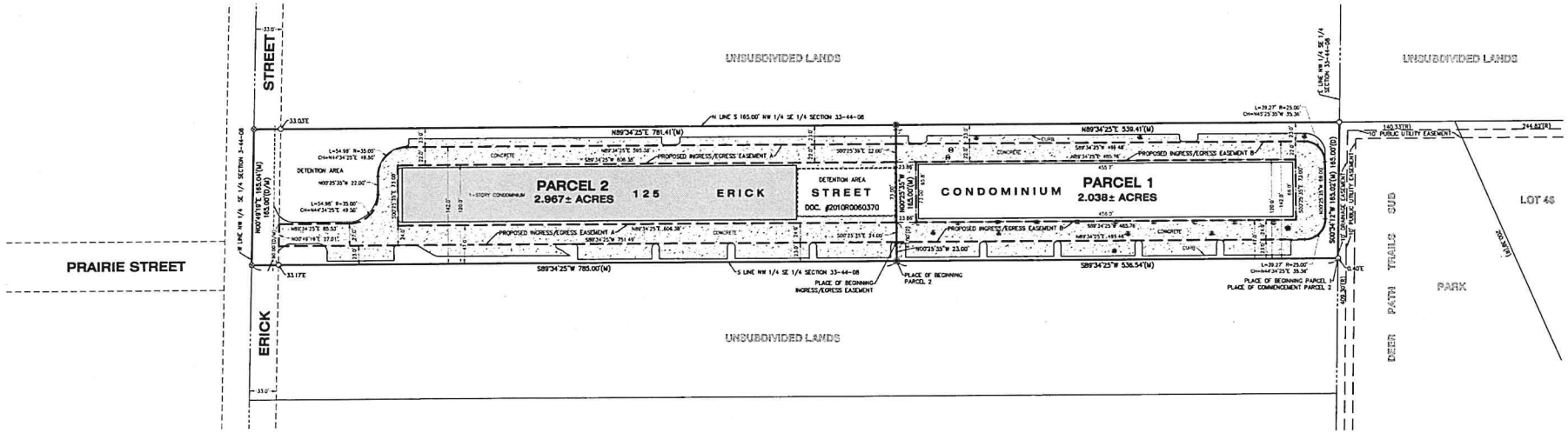
PLAT OF SURVEY

Parcel 1:
Part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Beginning at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along the South line thereof, 536.54 feet; thence North 00 degrees 25 minutes 35 seconds West, 165.00 feet; thence North 89 degrees 34 minutes 25 seconds East parallel with the said South line, 539.41 feet to the East line of said Northwest Quarter of the Southeast Quarter; thence South 00 degrees 34 minutes 12 seconds West along said East line, 165.02 feet to the Place of Beginning in McHenry County Illinois.

Ingress/Egress Easement A:
An Ingress and Egress Easement over that part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along the South line thereof, 536.54 feet; thence North 00 degrees 25 minutes 35 seconds West, 23.00 feet to the Place of Beginning; thence South 89 degrees 34 minutes 25 seconds West parallel with the said South line of the Northwest Quarter of the Southeast Quarter, 751.49 feet to the East right-of-way line of Erick Street; thence North 00 degrees 49 minutes 19 seconds East along said East right-of-way line, 27.01 feet to a line 50.00 feet North of and parallel with said South line; thence North 89 degrees 34 minutes 25 seconds East along said parallel line, 85.53 feet; thence Northeasterly 54.98 feet along a curve to the left, having a radius of 35.00 feet, the chord of which bears North 44 degrees 34 minutes 25 seconds East, 49.50 feet; thence North 00 degrees 25 minutes 35 seconds West, 22.00 feet; thence Northeasterly 54.98 feet along a curve to the right, having a radius of 35.00 feet, the chord of which bears North 44 degrees 34 minutes 25 seconds East, 49.50 feet to a line 142.00 feet North of and parallel said South line of the Northwest Quarter of the Southeast Quarter; thence North 89 degrees 34 minutes 25 seconds East along said parallel line, 595.38 feet; thence South 00 degrees 25 minutes 35 seconds East, 22.00 feet to a line 120.00 feet North of and parallel with said South line; thence South 89 degrees 34 minutes 25 seconds West along said parallel line, 606.38 feet; thence South 00 degrees 25 minutes 35 seconds East, 73.00 feet to a line 47.00 feet North of and parallel with said South line; thence North 89 degrees 34 minutes 25 seconds East along said parallel line, 606.38 feet; thence South 00 degrees 25 minutes 35 seconds West, 24.00 feet to the Place of Beginning, in McHenry County, Illinois.

Parcel 2:
Part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West, 536.54 feet to the Place of Beginning; thence continuing South 89 degrees 34 minutes 25 seconds West along said South line, 785.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North 00 degrees 49 minutes 19 seconds East along said West line, 165.04 feet to the North line of the South 165.00 feet of said Northwest Quarter of the Southeast Quarter; thence North 89 degrees 34 minutes 25 seconds East along said North line, 781.41 feet; thence South 00 degrees 25 minutes 35 seconds East, 165.00 feet to the Place of Beginning in McHenry County Illinois.

Ingress/Egress Easement B:
An Ingress and Egress Easement over that part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along the South line thereof, 536.54 feet; thence North 00 degrees 25 minutes 35 seconds West, 23.00 feet to the Place of Beginning; thence North 89 degrees 34 minutes 25 seconds East parallel with said South line of the Northwest Quarter of the Southeast Quarter, 498.48 feet; thence Northeasterly 39.27 feet along a curve to the left, having a radius of 25.00 feet, the chord of which bears North 44 degrees 34 minutes 25 seconds East, 35.36 feet; thence North 00 degrees 25 minutes 35 seconds West, 69.00 feet; thence Northwesterly 39.27 feet along a curve to the left, having a radius of 25.00 feet, the chord of which bears North 45 degrees 25 minutes 35 seconds West, 35.36 feet to a line 142.00 feet North of and parallel said South line of the Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along said parallel line, 498.48 feet; thence South 00 degrees 25 minutes 35 seconds East, 22.00 feet to a line 120.00 feet North of and parallel with said South line; thence North 89 degrees 34 minutes 25 seconds East along said parallel line, 485.76 feet; thence South 00 degrees 25 minutes 35 seconds East, 73.00 feet to a line 47.00 feet North of and parallel with said South line; thence South 89 degrees 34 minutes 25 seconds West along said parallel line, 485.76 feet; thence South 00 degrees 25 minutes 35 seconds West, 24.00 feet to the Place of Beginning; Also, an Ingress and Egress Easement over that part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along the South line thereof, 536.54 feet; thence North 00 degrees 25 minutes 35 seconds West, 47.00 feet to the Place of Beginning; thence North 89 degrees 34 minutes 25 seconds East parallel with said South line, 23.86 feet; thence North 00 degrees 25 minutes 35 seconds West 73.00 feet; thence South 89 degrees 34 minutes 25 seconds West parallel with said South line, 23.86 feet; thence South 00 degrees 25 minutes 35 seconds East 73.00 feet to the Place of Beginning, in McHenry County, Illinois.



LEGEND
▪ BOLLARD
● CATCH BASIN
● CLEAN OUT
FH FIRE HYDRANT
● FOUND IRON BAR
○ FOUND IRON PIPE
⊗ FOUND MAG NAIL
◉ SANITARY MANHOLE
⊕ SET CROSS
● SET IRON BAR
◉ STORM MANHOLE
⊖ VALVE VAULT
(D) DEED
(R) RECORD
(M) MEASURE

60' 0' 60' 120'
SCALE: 1" = 60'

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

* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be hereon implied.
* This Survey and Plat of Survey are void without original embossed or colored seal and signature affixed.

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

CLIENT: ERICK STREET LLC
DRAWN BY: CKV CHECKED BY: APG
SCALE: 1"=60' SEC. 33 T. 44 R. 08 E.
BASIS OF BEARING: ASSUMED
P.I.N.: 14-33-402-00X
JOB NO.: 211136 I.D. MBS
FIELDWORK COMP.: 10/01/21 BK. PG.
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CONNECTED TO 64th F.

ARTHUR P. GRITMACHER
035-003857
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
EXP. 11/30/2022
WOODSTOCK, ILLINOIS

02/04/2022 – ADDED PARCEL 2 AND EASEMENT B – CKV

STATE OF ILLINOIS)
) S.S.
COUNTY OF McHENRY)

In my professional opinion, and based on my observations, I hereby certify that we have surveyed the premises above described, and that the plat hereon is a true representation of the said survey. This professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated at Woodstock, McHenry County, Illinois 10/08 A.D., 20 21.

Vanderstappen Land Surveying Inc.
Design Firm No. 184-002792

By: _____
Illinois Professional Land Surveyor No. 3857

DECLARATION OF
RECIPROCAL EASEMENTS

This Declaration of Reciprocal Easements is made and entered into this ____ day of _____, 2022, by and between 125 Erick Corporate Center LLC, an Illinois limited liability company, Gary Littrell and Fae Littrell, MJ Erick, LLC, an Illinois limited liability company, and Horizons for the Blind, Inc., an Illinois not-for-profit corporation (hereinafter collectively referred to as the "Parcel 1 Owner"), and 125 Erick Corporate Center LLC, an Illinois limited liability company, Gary Littrell and Fae Littrell, MJ Erick, LLC, an Illinois limited liability company, and Horizons for the Blind, Inc., an Illinois not-for-profit corporation (hereinafter collectively referred to as the "Parcel 2 Owner").

W I T N E S S E T H:

WHEREAS, effective as of the date of this Declaration of Reciprocal Easements (hereinafter referred to as the "Declaration"), the Parcel 1 Owner owns, legally and beneficially, a certain parcel of real estate ("Parcel 1") in Crystal Lake, McHenry County, Illinois, legally described in Exhibit A attached hereto and by this reference incorporated herein made a part hereof; and

WHEREAS, effective as of the date of this Declaration the Parcel 2 Owner owns, legally and beneficially, a certain parcel of real estate ("Parcel 2") legally described in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, Parcel 1 and Parcel 2 are contiguous and adjacent to each other; and

WHEREAS, the Parcel 1 Owner and the Parcel 2 Owner wish to grant and declare reciprocal easements over and upon portions of their respective parcels for ingress and egress and vehicular parking subject to the limitations hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are herewith acknowledged, the parties hereto agree as follows:

1. PREAMBLE: The recitals set forth in the preamble hereof are incorporated herein by this reference.

2. RECIPROCAL EASEMENTS; COVENANTS:

A. Parcel 1 Owner hereby grants and declares for the benefit of Parcel 2, and for the benefit of the owners, lessees, customers, employees, patrons, licensees, and invitees utilizing Parcel 2, a perpetual non-exclusive easement for ingress, egress and parking over and upon that portion of Parcel 1 from time to time designated as "Ingress/Egress Easement B" and located within the area upon Parcel 1 (the "Parcel 1 Easement Area") depicted on the Plat of Survey attached hereto as Exhibit C and by this reference incorporated herein and made a part hereof with the following legal description:

Ingress/Egress Easement B:

An Ingress and Egress Easement over that part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along the South line thereof, 536.54 feet; thence North 00 degrees 25 minutes 35 seconds West, 23.00 feet to the Place of Beginning; thence North 89 degrees 34 minutes 25 seconds East parallel with said South line of the Northwest Quarter of the Southeast Quarter, 496.48 feet; thence Northeasterly 39.27 feet along a curve to the left, having a radius of 25.00 feet, the chord of which bears North 44 degrees 34 minutes 25 seconds East, 35.36 feet; thence North 00 degrees 25 minutes 35 seconds West, 69.00 feet; thence Northwesterly 39.27 feet along a curve to the left, having a radius of 25.00 feet, the chord of which bears North 45 degrees 25 minutes 35 seconds West, 35.36 feet to a line 142.00 feet North of and parallel said South line of the Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along said parallel line, 496.48 feet; thence South 00 degrees 25 minutes 35 seconds East, 22.00 feet to a line 120.00 feet North of and parallel with said South line; thence North 89 degrees 34 minutes 25 seconds East along said parallel line, 485.76 feet; thence South 00 degrees 25 minutes 35 seconds East, 73.00 feet to a line 47.00 feet North of and parallel with said South line; thence South 89 degrees 34 minutes 25 seconds West along said parallel line, 485.76 feet; thence South 00 degrees 25 minutes 35 seconds West, 24.00 feet to the Place of Beginning; Also, an Ingress and Egress Easement over that part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along the South line thereof, 536.54 feet; thence North 00 degrees 25 minutes 35 seconds West, 47.00 feet to the Place of Beginning; thence North 89 degrees 34 minutes 25 seconds East parallel with said South line, 23.86 feet; thence North 00 degrees 25 minutes 35 seconds West 73.00 feet; thence South 89 degrees 34 minutes 25 seconds West parallel with said South line, 23.86 feet; thence South 00 degrees 25 minutes 35 seconds East 73.00 feet to the Place of Beginning, in McHenry County, Illinois.

B. Parcel 2 Owner hereby grants and declares for the benefit of Parcel 1, and for the benefit of the owners, lessees, customers, employees, patrons, licensees and invitees utilizing Parcel 1, a perpetual non-exclusive easement for ingress, egress and parking over and upon that portion of Parcel 2 from time to time designated as "Ingress/Egress Easement A" and located within the area upon Parcel 2 (the "Parcel 2 Easement Area") depicted on the Plat of Survey attached hereto as Exhibit C and by this reference made a part hereof with the following legal description:

Ingress/Egress Easement A:

An Ingress and Egress Easement over that part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along the South line thereof, 536.54 feet; thence North 00 degrees 25 minutes 35 seconds West, 23.00 feet to the Place of Beginning; thence South 89 degrees 34 minutes 25 seconds West parallel with the said South line of the Northwest Quarter of the Southeast Quarter, 751.49 feet to the East right-of-way line of Erick Street; thence North 00 degrees 49 minutes 19 seconds East along said East right-of-way line, 27.01 feet to a line 50.00 feet North of and parallel with said South line; thence North 89 degrees 34 minutes 25 seconds East along said parallel line, 85.53 feet; thence Northeasterly 54.98 feet along a curve to the left, having a radius of 35.00 feet, the chord of which bears North 44 degrees 34 minutes 25 seconds East, 49.50 feet; thence North 00 degrees 25 minutes 35 seconds West, 22.00 feet; thence Northeasterly 54.98 feet along a curve to the right, having a radius of 35.00 feet, the chord of which bears North 44 degrees 34 minutes 25 seconds East, 49.50 feet to a line 142.00 feet North of and parallel said South line of the Northwest Quarter of the Southeast Quarter; thence North 89 degrees 34 minutes 25 seconds East along said parallel line, 595.38 feet; thence South 00 degrees 25 minutes 35 seconds East, 22.00 feet to a line 120.00 feet North of and parallel with said South line; thence South 89 degrees 34 minutes 25 seconds West along said parallel line, 606.38 feet; thence South 00 degrees 25 minutes 35 seconds East, 73.00 feet to a line 47.00 feet North of and parallel with said South line; thence North 89 degrees 34 minutes 25 seconds East along said parallel line, 606.38 feet; thence South 00 degrees 25 minutes 35 seconds West, 24.00 feet to the Place of Beginning, in McHenry County, Illinois.

C. The Parcel 1 Owner and the Parcel 2 Owner hereby covenant and agree that they shall each keep the easement areas on their respective parcels in a commercially reasonable condition and state of repair. Parcel 1 Owner shall be solely responsible for all costs regarding maintenance, repairs and replacements for the portion of the easement upon its parcel and one-half (1/2) of all expenses incurred by Parcel 2 Owner for repairs, maintenance and replacements for the easement portion of Parcel 2 being "Ingress/Egress Easement A".

Additionally, Parcel 1 Owner agrees to be responsible for one-half (1/2) of all reasonable and necessary expenses for the maintenance, repair and replacements of the Water Retention Areas existing on Parcel 2.

Upon receipt from Parcel 2 Owner of billing for said repairs, maintenance and/or replacements regarding the "Ingress/Egress Easement A" and Water Detention Areas, Parcel 1 Owner shall immediately upon receipt reimburse one-half (1/2) of any and all reasonable and necessary expenses to Parcel 2 Owner.

3. INSURANCE: The Parcel 1 Owner and the Parcel 2 Owner each agree that, upon the request of the other, they shall each promptly cause an endorsement to be added to their respective public liability insurance policies naming the other (and the mortgagee of the other parcel) as an additional insured for any loss, damage or claim arising out of or by reason of the use of the parking areas and drives on their respective parcels, as specified in this Declaration, and shall promptly deliver a Certificate of Insurance to the other evidencing such endorsement.

4. SUBDIVISION OF PARCELS: If part or all of Parcel 1 or part or all of Parcel 2 is hereafter divided into two (2) or more parts by separation of ownership or by lease, all parts shall enjoy the rights and benefits declared, granted and reserved in this Declaration.

5. RUNNING OF BENEFITS AND BURDENS: Subject to the limitations herein expressly set forth, all of the provisions of this Declaration, including the benefits and burdens, are declared to be perpetual covenants running with the land which are binding upon and inure to the benefit of Parcel 1 and Parcel 2 and their respective owners, users, occupants, successors and assigns as may hereafter exist.

6. TERMINATION OF COVENANT LIABILITY: Whenever a transfer of ownership of all or any portion of Parcel 1 or all or any portion of Parcel 2 shall occur, the transferor shall not be liable for any subsequent breach of the covenants set forth herein with respect to the property transferred; provided, however, that such transfer shall not result in the termination of such transferor's liability for a breach of a covenant occurring prior to such transfer. Upon transfer of ownership of part or all of Parcel 1 or part or all of Parcel 2, the new owner thereof shall be deemed to have acquired such parcel subject to all of the covenants and responsibilities herein provided and shall be deemed to have assumed all of the obligations binding upon such parcel arising, occurring, or to be performed on or after the date of such transfer. Notwithstanding anything set forth or implied herein to the contrary, no obligation to pay any funds which might arise hereunder with respect to a parcel of real estate which accrues prior to a transfer of ownership shall be binding upon a transferee of such parcel unless the transferee shall expressly assume, in writing, the obligation to pay such funds.

7. ENFORCEMENT: The rights and obligations set forth in this Declaration shall be deemed to be valuable proprietary rights of the Parcel 1 Owner and Parcel 2 Owner, and their respective developers, lessees, successors and assigns, requiring equitable protection in order to avoid irreparable injury which may not be adequately remedied by monetary damages. Each person, firm or entity which owns an interest in the real estate benefitted or burdened hereby shall have the right to specifically enforce this Declaration and, if appropriate, to obtain a temporary or permanent injunction to restrain the violation of the terms and provisions of this Declaration. Any such person, firm or entity, or their successors or assigns, may enforce this instrument by any appropriate action or proceeding filed in a court or administrative agency of competent jurisdiction. A successful party in such action or proceeding shall be entitled to recover from an unsuccessful party in such action or proceeding, a judgment against the unsuccessful party for all of the successful party's reasonable attorneys' fees, cost and expenses of litigation incurred in such action or proceeding. Such judgment may, if within the subject matter jurisdiction of such court or administrative agency, be included as part of the relief obtained in such action or proceeding.

8. INTERPRETATION: The rules of strict construction and contra proferentum shall not apply to this Declaration. This Declaration is to be given a reasonable construction so that the intention of the parties to confer a commercially reasonable right of mutual enjoyment as provided herein is carried out. Liberal construction of this Declaration shall not, however, be deemed to authorize the construction of this Declaration in a manner inconsistent with the intentions of the parties hereto as evidenced by the express terms hereof.

9. GOVERNING LAW; VENUE: This Declaration shall be governed, construed and interpreted in accordance with the laws of the State of Illinois and McHenry County, Illinois shall be deemed a proper venue for the enforcement hereof.

10. NOTICE TO PARTIES: Any and all notices required or permitted to be given hereunder may be served by a party or such party's attorneys, shall be in writing and shall be deemed served, if by personal

delivery, on the date the same is actually received by the addressee thereof; or, if by mail, on the next business day after the same is deposited with the United States Postal Service (or its successor) for mailing by Certified Mail, Return Receipt Requested, postage fully prepaid, addressed as hereinafter set forth; or, if by overnight messenger service (i.e. Federal Express) on the date of delivery by such overnight messenger service to the address as hereinafter set forth. Notices by mail and by overnight messenger service shall be addressed as follows or to such other address as the party entitled to receive such notice may, from time to time hereafter, designate in writing by giving written notice pursuant hereto:

If to Parcel 1 Owner:

125 Erick Corporate Center LLC

_____

_____

Attn: Cary Sherman

Gary Littrell and Fae Littrell

_____

_____

MJ Erick LLC

_____

_____

Horizons for the Blind

_____

_____

If to Parcel 2 Owner:

125 Erick Corporate Center LLC

_____

_____

Attn: Cary Sherman

Gary Littrell and Fae Littrell

_____

_____

MJ Erick LLC

_____

_____

Horizons for the Blind

_____

_____

11. SEVERABILITY: In the event any part of this Declaration is deemed to be void, voidable or otherwise unenforceable as being against public policy, or otherwise, such portion which is determined to be void, voidable or otherwise enforceable shall be deemed severed herefrom and the balance of this Declaration shall continue in full force and effect to the extent that it can continue to be enforced in a manner not materially inconsistent with the intentions of the parties as herein expressed; provided, however, that if reciprocal easements

granted pursuant to Section 2 hereof shall be deemed void or unenforceable as to either parcel, this Declaration of Reciprocal Easements shall be deemed revoked and void in its entirety.

12. HEADINGS: The headings set forth herein are for convenience of reference only and shall not be deemed to impair, enlarge or otherwise affect the substantive meaning of any provision to which such heading may relate.

13. ENTIRE AGREEMENT: This Declaration, including the exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the subject matter hereof, supersedes any and all prior agreements which may have heretofore been entered into relating to the subject matter hereof, and shall not be modified or amended except in writing signed by the party sought to be charged with such modification or amendment, which writing shall be in recordable form and shall be effective on the date the same is recorded with the Recorder of McHenry County, Illinois or in such other public or quasi-public office hereinafter designated for the recording of easements and other documents affecting title to the real estate comprising Parcel 1 and Parcel 2.

14. COUNTERPARTS: This Declaration may be executed in multiple counterparts, each one of which shall be deemed an original but all of which, taken collectively, shall be deemed a single instrument; provided, that this Declaration shall not be enforceable against any party hereto unless all parties hereto have executed at least one (l) counterpart.

15. MORTGAGEES' CONSENT: This Declaration of Reciprocal Easements shall not be binding as to either Parcel 1 or Parcel 2 unless and until all mortgagees of record as to Parcel 1 and Parcel 2 consent hereto by execution of the Mortgagees' Consents attached hereto.

IN WITNESS WHEREOF, the undersigned hereby approve this Declaration and acknowledge that this Declaration shall be placed of record with the Recorder of McHenry County, Illinois for the purpose of affecting title to the parcels described herein.

125 ERICK CORPORATE CENTER, LLC

BY: _____
_____, Manager

HORIZONS FOR THE BLIND, INC.

BY: _____
_____, President

MJ ERICK LLC

BY:_____
_____, Manager

_____
GARY LITTRELL

_____
FAE LITTRELL

State of Illinois)
)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ as Manager of 125 Erick Corporate Center, LLC in behalf of 125 Erick Corporate Center, LLC.

_____
Notary Public

My Commission Expires: _____

State of Illinois)
)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ as President of Horizons for the Blind, Inc. in behalf of Horizons for the Blind, Inc.

_____
Notary Public

My Commission Expires: _____

State of Illinois)
)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ as Manager of MJ Erick LLC in behalf of MJ Erick LLC.

_____
Notary Public

My Commission Expires: _____

State of Illinois)
)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Gary Littrell and Fae Littrell.

_____
Notary Public

My Commission Expires: _____

This instrument was prepared by
And after Recording Return to:
Steven Dallas, Esq.
Regas, Frezados & Dallas LLP
20 N. Clark Street, Suite 1103
Chicago, Illinois 60602
312.236.4400

MORTGAGEE'S CONSENT

The undersigned, a holder of the Note secured by a Mortgage recorded on October 5, 2015 as Document No. 2015R 37485, hereby consents to the foregoing Declaration of Reciprocal Easements and agrees to recognize the same as a valid and binding easement which shall survive any mortgage foreclosure action or other collateral enforcement action or proceeding arising in connection with the aforesaid Mortgage.

IFF, an Illinois not-for-profit corporation

BY: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____ as _____ of IFF, an Illinois not-for-profit corporation, in behalf of IFF.

_____
Notary Public

My Commission Expires: _____

MORTGAGEE'S CONSENT

The undersigned, a holder of the Notes secured by Mortgages recorded on August 3, 2012 as Document No. 2012R0034704 and December 3, 2010 as Document No. 2010R0055431, hereby consents to the foregoing Declaration of Reciprocal Easements, and agrees to recognize the same as a valid and binding easement which shall survive any mortgage foreclosure action or other collateral enforcement action or proceeding arising in connection with the aforesaid Mortgage.

.

CRYSTAL LAKE BANK & TRUST
COMPANY N.A.

BY: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____ as _____ of Crystal Lake Bank & Trust Company N.A. in behalf of Crystal Lake Bank & Trust Company N.A.

_____
Notary Public

My Commission Expires: _____

EXHIBIT A

(Parcel 1)

Parcel 1:

Part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Beginning at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along the South line thereof, 536.54 feet; thence North 00 degrees 25 minutes 35 seconds West, 165.00 feet; thence North 89 degrees 34 minutes 25 seconds East parallel with the said South line, 539.41 feet to the East line of said Northwest Quarter of the Southeast Quarter; thence South 00 degrees 34 minutes 12 seconds West along said East line, 165.02 feet to the Place of Beginning in McHenry County Illinois.

PIN: 14-33-402-009-0000

COMMON ADDRESS: 125 Erick Street, Crystal Lake, IL 60014

EXHIBIT B

(Parcel 2)

Parcel 2:

Part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West, 536.54 feet to the Place of Beginning; thence continuing South 89 degrees 34 minutes 25 seconds West along said South line, 785.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North 00 degrees 49 minutes 19 seconds East along said West line, 165.04 feet to the North line of the South 165.00 feet of said Northwest Quarter of the Southeast Quarter; thence North 89 degrees 34 minutes 25 seconds East along said North line, 781.41 feet; thence South 00 degrees 25 minutes 35 seconds East, 165.00 feet to the Place of Beginning in McHenry County Illinois.

PINS: 14-33-402-001-0000
14-33-402-002-0000
14-33-402-003-0000
14-33-402-004-0000
14-33-402-005-0000
14-33-402-006-0000
14-33-402-007-0000
14-33-402-008-0000

COMMON ADDRESS: 125 Erick Street, Crystal Lake, IL 60014

EXHIBIT C

Vanderstappen
Land Surveying, Inc.
www.vandssurv.com
1316 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-8316 fax 815-337-8314
"Always located to the property line"

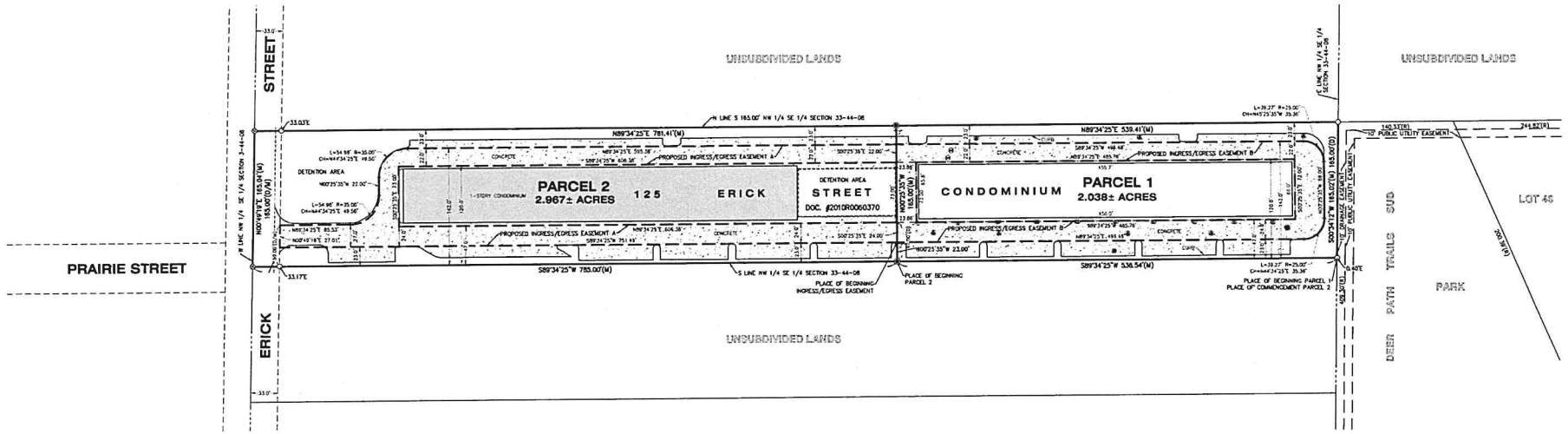
PLAT OF SURVEY

Parcel 1:
Part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Beginning at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along the South line thereof, 536.54 feet; thence North 00 degrees 25 minutes 35 seconds West, 165.00 feet; thence North 89 degrees 34 minutes 25 seconds East parallel with the said South line, 539.41 feet to the East line of said Northwest Quarter of the Southeast Quarter; thence South 00 degrees 34 minutes 12 seconds West along said East line, 165.02 feet to the Place of Beginning in McHenry County Illinois.

Ingress/Egress Easement A:
An Ingress and Egress Easement over that part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along the South line thereof, 536.54 feet; thence North 00 degrees 25 minutes 35 seconds West, 23.00 feet to the Place of Beginning; thence South 89 degrees 34 minutes 25 seconds West parallel with the said South line of the Northwest Quarter of the Southeast Quarter, 751.49 feet to the East right-of-way line of Erick Street; thence North 00 degrees 49 minutes 19 seconds East along said East right-of-way line, 27.01 feet to a line 50.00 feet North of and parallel with said South line; thence North 89 degrees 34 minutes 25 seconds East along said parallel line, 85.53 feet; thence Northeasterly 54.98 feet along a curve to the left, having a radius of 35.00 feet, the chord of which bears North 44 degrees 34 minutes 25 seconds East, 49.50 feet; thence North 00 degrees 25 minutes 35 seconds West, 22.00 feet; thence Northeasterly 54.98 feet along a curve to the right, having a radius of 35.00 feet, the chord of which bears North 44 degrees 34 minutes 25 seconds East, 49.50 feet to a line 142.00 feet North of and parallel said South line of the Northwest Quarter of the Southeast Quarter; thence North 89 degrees 34 minutes 25 seconds East along said parallel line, 595.38 feet; thence South 00 degrees 25 minutes 35 seconds East, 22.00 feet to a line 120.00 feet North of and parallel with said South line; thence South 89 degrees 34 minutes 25 seconds West along said parallel line, 606.38 feet; thence South 00 degrees 25 minutes 35 seconds East, 73.00 feet to a line 47.00 feet North of and parallel with said South line; thence North 89 degrees 34 minutes 25 seconds East along said parallel line, 606.38 feet; thence South 00 degrees 25 minutes 35 seconds West, 24.00 feet to the Place of Beginning, in McHenry County, Illinois.

Parcel 2:
Part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West, 536.54 feet to the Place of Beginning; thence continuing South 89 degrees 34 minutes 25 seconds West along said South line, 785.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North 00 degrees 49 minutes 19 seconds East along said West line, 165.04 feet to the North line of the South 165.00 feet of said Northwest Quarter of the Southeast Quarter; thence North 89 degrees 34 minutes 25 seconds East along said North line, 781.41 feet; thence South 00 degrees 25 minutes 35 seconds East, 165.00 feet to the Place of Beginning in McHenry County Illinois.

Ingress/Egress Easement B:
An Ingress and Egress Easement over that part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along the South line thereof, 536.54 feet; thence North 00 degrees 25 minutes 35 seconds West, 23.00 feet to the Place of Beginning; thence North 89 degrees 34 minutes 25 seconds East parallel with said South line of the Northwest Quarter of the Southeast Quarter, 496.48 feet; thence Northeasterly 39.27 feet along a curve to the left, having a radius of 25.00 feet, the chord of which bears North 44 degrees 34 minutes 25 seconds East, 35.36 feet; thence North 00 degrees 25 minutes 35 seconds West, 69.00 feet; thence Northwesterly 39.27 feet along a curve to the left, having a radius of 25.00 feet, the chord of which bears North 45 degrees 25 minutes 35 seconds West, 35.36 feet to a line 142.00 feet North of and parallel said South line of the Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along said parallel line, 496.48 feet; thence South 00 degrees 25 minutes 35 seconds East, 22.00 feet to a line 120.00 feet North of and parallel with said South line; thence North 89 degrees 34 minutes 25 seconds East along said parallel line, 485.76 feet; thence South 00 degrees 25 minutes 35 seconds East, 73.00 feet to a line 47.00 feet North of and parallel with said South line; thence South 89 degrees 34 minutes 25 seconds West along said parallel line, 485.76 feet; thence South 00 degrees 25 minutes 35 seconds West, 24.00 feet to the Place of Beginning; Also, an Ingress and Egress Easement over that part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along the South line thereof, 536.54 feet; thence North 00 degrees 25 minutes 35 seconds West, 47.00 feet to the Place of Beginning; thence North 89 degrees 34 minutes 25 seconds East parallel with said South line, 23.86 feet; thence North 00 degrees 25 minutes 35 seconds West 73.00 feet; thence South 89 degrees 34 minutes 25 seconds West parallel with said South line, 23.86 feet; thence South 00 degrees 25 minutes 35 seconds East 73.00 feet to the Place of Beginning, in McHenry County, Illinois.



LEGEND
BOLLARD
CATCH BASIN
CLEAN OUT
FIRE HYDRANT
FOUND IRON BAR
FOUND IRON PIPE
FOUND MAG NAIL
SANITARY MANHOLE
SET CROSS
SET IRON BAR
STORM MANHOLE
VALVE VAULT
(D) DEED
(R) RECORD
(M) MEASURE

60' 0' 60' 120'
SCALE: 1" = 60'

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

* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be hereon implied.
* This Survey and Plat of Survey are void without original embossed or colored seal and signature affixed.

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

CLIENT: ERICK STREET LLC
DRAWN BY: CKV CHECKED BY: APG
SCALE: 1"=60' SEC. 33 T. 44 R. 08 E.
BASIS OF BEARING: ASSUMED
P.I.N.: 14-33-402-00X
JOB NO.: 211136 I.D. MGS
FIELDWORK COMP.: 10/21/21 BK. PG.
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: 100557

02/04/2022 - ADDED PARCEL 2 AND EASEMENT B - CKV

STATE OF ILLINOIS)
) S.S.
COUNTY OF McHENRY)

In my professional opinion, and based on my observations, I hereby certify that we have surveyed the premises above described, and that the plat hereon is a true representation of the said survey. This professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated at Woodstock, McHenry County, Illinois 10/08 A.D., 20 21.

Vanderstappen Land Surveying Inc.
Design Firm No. 184-002792

By: _____
Illinois Professional Land Surveyor No. 3857

ARTHUR P. GRIMACER
035-003857
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
EXP. 11/30/2023
WOODSTOCK, ILLINOIS

FOR RECORDER'S USE ONLY

DECLARATION OF REMOVAL FROM THE PROVISIONS OF THE CONDOMINIUM PROPERTY ACT OF ILLINOIS

THIS DECLARATION made this _____ day of _____, 2022 by 125 Erick Corporate Center LLC, an Illinois limited liability company, Gary Littrell and Fae Littrell, MJ Erick, LLC, an Illinois limited liability company, and Horizons for the Blind, Inc.

WITNESETH:

WHEREAS, on December 29, 2010, 125 Erick Corporate Center LLC recorded in the office of the Recorder of Deeds of McHenry County, Illinois, a Declaration of Condominium Ownership and Bylaws, Easements, Restrictions, and Covenants, pursuant to the Condominium Property Act of Illinois, as Document No. 2010R0060370 and known as 125 Erick Street Condominium, to which Declaration was attached as Exhibit "B & D" a plat of survey of the following described real estate and all the condominium units thereon, namely, Units A103, A109, Al10, Al11, Al12, Al15, Al18, A120 and proposed condominium unit A121:

THE SOUTH 165 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS

COMMON ADDRESS: 125 Erick Street, Crystal Lake, Illinois

and to which Declaration was also attached as Exhibit "E" a list of all the condominium units with the percentage of interest in the common elements,

WHEREAS, 125 Erick Corporate Center LLC is presently the record owner of Units A109 and A110; Horizons for the Blind Inc. is presently the record owner of Unit A103; MJ Erick LLC is presently the record owner of Unit A112, Gary Littrell and Fae Littrell are presently the record owners of Units A111, A115, Al18 and A120, being all of said units in The 125 Erick Street Condominium and the total of the percentage interest in the common elements thereto, and

WHEREAS, the aforesaid record unit owners desire to remove and withdraw a portion of the common elements from the provisions of the Illinois Condominium Property Act pursuant to Section 765 ILCS 605/16 as provided therein. The property to be removed (the "Removed Property") has the following legal description:

> Part of the South 165.00 feet of the Northwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 8, East of the Third Principal Meridian, being described as follows: Beginning at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 34 minutes 25 seconds West along the South line thereof, 536.54 feet; thence North 00 degrees 25 minutes 35 seconds West, 165.00 feet; thence North 89 degrees 34 minutes 25 seconds East parallel with the said South line, 539.41 feet to the East line of said Northwest Quarter of the Southeast Quarter; thence South 00 degrees 34 minutes 12 seconds West along said East line, 165.02 feet to the Place of Beginning in McHenry County Illinois.

NOW, THEREFORE, the record unit owners for the purposes above set forth and pursuant to the Illinois Condominium Property Act, declare as follows:

I. The Removed Property is hereby removed and withdrawn from the provisions of the Declaration of Condominium Ownership, By-Laws, Easements and Covenants for 125 Erick Street Condominium recorded as Document No. 2010R0060370 on December 29, 2010, and from the provisions of the Condominium Property Act of the State of Illinois.

2. That upon the removal of the Removed Property from the Condominium Property

Act, title to the Removed Property shall vest 100% in 125 Erick Corporate Center, LLC, Horizons for the Blind, Inc., MJ Erick LLC and Gary Littrell and Fae Littrell.

3. Horizons for the Blind, Inc., MJ Erick LLC, Gary Littrell and Fae Littrell agree that the Removed Property is intended to be transferred to 125 Erick Corporate Center, LLC, and Horizons for the Blind, Inc., MJ Erick LLC, Gary Littrell and Fae Littrell hereby agree to convey by quit claim deed the Removed Property to 125 Erick Corporate Center, LLC within twenty (20) days of the date title to the Removed Property vests in 125 Erick Corporate Center, LLC, Horizons for the Blind, Inc., MJ Erick LLC and Gary Littrell and Fae Littrell. No consideration shall be paid by 125 Erick Corporate Center, LLC to Horizons for the Blind, Inc., MJ Erick LLC, Gary Littrell or Fae Littrell.

4. This Declaration of Removal From the Provisions of the Condominium Property Act of Illinois shall not be binding unless and until all mortgagees of record consent hereto by execution of the Mortgagees' Consents attached hereto.

IN WITNESS WHEREOF, the undersigned hereby approve this Declaration and acknowledge that this Declaration shall be placed of record with the Recorder of McHenry County, Illinois for the purpose of affecting title to the parcels described herein.

125 ERICK CORPORATE CENTER, LLC

BY: _____

_____, Manager

HORIZONS FOR THE BLIND, INC.

BY: _____

_____, President

MJ ERICK LLC

BY: _____

_____, Manager

GARY LITTRELL

FAE LITTRELL

State of Illinois)
)
County of_____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by_____as Manager of 125 Erick Corporate Center, LLC in behalf of 125 Erick Corporate Center, LLC.

_____
Notary Public

My Commission Expires:_____

State of Illinois)
)
County of_____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by_____as President of Horizons for the Blind, Inc. in behalf of Horizons for the Blind, Inc.

_____
Notary Public

My Commission Expires:_____

State of Illinois)
)
County of_____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by_____as Manager of MJ Erick LLC in behalf of MJ Erick LLC.

_____
Notary Public

My Commission Expires:_____

State of Illinois)
)
County of_____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by Gary Littrell and Fae Littrell.

_____
Notary Public

My Commission Expires:_____

Permanent Tax Numbers:

14-33-402-001-0000 (affects Unit Al03)

14-33-402-002-0000 (affects Unit A109)

14-33-402-003-0000 (affects Unit A110)

14-33-402-004-0000 (affects Unit Al11)

14-33-402-005-0000 (affects Unit Al12)

14-33-402-006-0000 (affects Unit Al15)

14-33-402-007-0000 (affects Unit Al18)

14-33-402-008-0000 (affects Unit A120)

14-33-402-009-0000 (affects Proposed Unit A121)

This instrument was prepared by
And after Recording Return to:

Steven Dallas, Esq.
Regas, Frezados & Dallas LLP
20 N. Clark Street, Suite 1103
Chicago, Illinois 60602
312.236.4400

MORTGAGEE'S CONSENT

The undersigned, a holder of the Note secured by a Mortgage recorded on October 5, 2015 as Document No. 2015R 37485, hereby consents to the foregoing Declaration of Removal from the Provisions of the Condominium Property Act of Illinois, and agrees to recognize the same as valid and binding.

IFF, an Illinois not-for-profit corporation

BY: _____

STATE OF ILLINOIS)
)
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by _____ as_____of IFF, an Illinois not-for-profit corporation, in behalf of IFF.

_____
Notary Public

My Commission Expires:_____

MORTGAGEE'S CONSENT

The undersigned, a holder of the Note secured by Mortgages recorded on August 3, 2012 as Document No. 2012R0034704 and December 3, 2010 as Document No. 2010R0055431, hereby consents to the foregoing Declaration of Removal from the Provisions of the Condominium Property Act of Illinois, and agrees to recognize the same asvalid and binding.

CRYSTAL LAKE BANK & TRUST COMPANY N.A.

BY:_____

STATE OF ILLINOIS)
)
COUNTY OF_____)

The foregoing instrument was acknowledged before me this __ day of _____, 2022 by _____ as _____ of Crystal Lake Bank & Trust Company N.A. in behalf of Crystal Lake Bank & Trust Company N.A.

_____
Notary Public

My Commission Expires:_____