CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
May 7, 2024
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – April 10, 2024 Budget Workshop Meeting**
   April 16, 2024 Regular City Council Meeting

5. **Accounts Payable**

6. **Public Presentation**
   The public is invited to make an issue oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the City staff, Mayor or City Council will not be allowed at this time, nor will any comment from the Council. Personal invectives against City staff or elected officials are not permitted.

7. **Mayor's Report**

8. **City Council Reports**

9. **Consent Agenda**
   a. **The Quarry Cable Park 2024 Use Fees and the Cottage on the Beach 2024 Concession Menu**
   b. **Special Event Request and Fee Waiver – Prairie Ridge High School Fishing Tournaments at Three Oaks Recreation Area**
   c. **Class 16 Temporary Liquor License Request – Knights of Columbus Fr. McCormick Council #3880**
   d. **Approval of an Agreement between the City of Crystal Lake and Nicor Gas for the installation of a pulser at City Hall**
   e. **County Zoning Request – 4215 South Illinois Route 31, Woodstock, IL - Variation to allow a setback 20 feet from the north side property line instead of the required 30-foot minimum**
   f. **County Zoning Request – 4115 Doty Road, Woodstock, IL - Conditional Use to allow for a commercial solar energy facility**

10. **Class 20 and Class 16 Temporary Liquor License Requests - Dravet Syndrome Foundation**

11. **City Code Amendment to Increase the Number of Class 7 Liquor Licenses – Applicant: Casa Chapala Mexican Grill Inc. d/b/a Casa Chapala Mexican Grill, located at 1295 N. Randall Road, #104**

12. **City Code Amendment to Increase the Number of Class 7 Liquor Licenses – Applicant: Crystal Lake Buffet Inc., d/b/a Crystal Lake Buffet, located at 18 Crystal Lake Plaza**

13. **142 Edgewood Avenue - Simplified Residential Zoning Variations from: the maximum height of 18 feet for an accessory structure to allow 18 feet 10 inches, a variation of 10 inches, the limit of a**

dormer at 20% of the length of the side, a maximum of 6 feet 4 inches to allow 14 feet on two elevations, a variation of 7 feet 6 inches per elevation, the required rear yard setback of 20 feet to allow five (5) feet, a variation of 15 feet

14. 4504 E. Terra Cotta Avenue – Annexation Public Hearing; Comprehensive Land Use Plan Map Amendment from Commerce to Industry, Rezoning upon Annexation from E Estate Residential to M-L PUD Manufacturing Limited Planned Unit Development, Preliminary Planned Unit Development and Special Use Permit to allow a self-storage facility

15. 295, 345, and 395 Pathway Court - Comprehensive Land Use Plan Amendment from Urban Residential to High Density Residential, Rezoning from R-2 Single Family Residential to R-3B PUD Multi-Family Residential, and Preliminary and Final Planned Unit Development and Variations for a 312-unit apartment complex

16. Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and approving the continuation of the consultant contract with A5 Branding + Digital and marketing initiatives for Fiscal Year 2024B

17. Approval of an Intergovernmental Agreement between the McHenry County Conservation District (MCCD) and the City of Crystal Lake Regarding Improvements near the Intersection of Main Street and South Walkup Avenue (Commons Shopping Center Entrance)

18. Proposal Award – Information Technology Managed Services

19. Selection of Approved Traffic Engineering Consultants

20. Bid Award – Rock Salt for Snow and Ice Control

21. Bid Award - 2024 Crack Sealing, McHenry County Municipal Partnership Initiative (McMPI)

22. Bid Award - 2024 Pavement Patching Program, McHenry County Municipal Partnership Initiative (McMPI)

23. Purchase of Fire Rescue Pumpers

24. Purchase of Leased City Vehicles

25. Resolution Establishing a Youth Commission

26. Council Inquiries and Requests

27. Adjourn to Executive Session for the purpose of discussing matters of pending and probable litigation, the sale, purchase or lease of real property, collective bargaining and personnel

28. Reconvene to Regular Session

29. Adjourn

If special assistance is needed in order to participate in a City of Crystal Lake public meeting, please contact Melanie Nebel, Executive Assistant, at 815-459-2020, at least 24 hours prior to the meeting, if possible, to make arrangements.

Agenda Item No: 9a

City Council
Agenda Supplement

Meeting Date: May 7, 2024

Item: The Quarry Cable Park 2024 Use Fees and the Cottage on the Beach 2024 Concession Menu

Staff Recommendation: 1. Motion to adopt a Resolution approving the 2024 Use Fees per section 5.02 of the property use agreement between Quarry Cable Park, LLC and the City of Crystal Lake, and;

2. Motion to adopt a Resolution approving the 2024 Concession Menu per section 9(a) of the Concessionaire Lease Agreement between the Cottage on the Beach and the City of Crystal Lake.

Staff Contact: Nick Hammonds, Deputy City Manager

The Quarry Cable Park 2024 Pricing:

Per section 5.02 of the City's Property Use Agreement with Quarry Cable Park, LLC, the concessionaire must submit their proposed fees for the use of the facility by members of the public. The 2023 fees and the proposed 2024 fees are depicted in the below table. The proposed fees are in compliance with the terms of the property use agreement.

The Quarry Cable Park Use Fees / Rates				
		2023	*2024*	
RATES	2hr	$50	*$50*	
	All day	$70	*$70*	
RENTAL	Helmet	$8	*$8*	
	Life Vest	$10	*$10*	
	Standard Board	$20	*$20*	
	Demo Board	$40	*$40*	
MULTI-RIDE	5 pk (2-Hour)	$225	*$225*	Save $25
	5 pk (All-Day)	$300	*$325*	Save $50
	10 pk (2-Hour)	$450	*$475*	Save $50
	10 pk (All-Day)	$625	*$675*	Save $75
SEASON	Q Pass Unlimited	$850	*$850*	
	Parking	Additional	Additional	

Section 5.02 of the property use agreement states that "the Use Fees shall be based upon the prevailing market rate for similar facilities." It also states that the City's approval of the use fees cannot be unreasonably withheld. The Quarry Cable Park is proposing to keep the majority of their 2024 pricing the same as last year. Based on a sampling of several similar cable parks, it is the determination of

City Staff that the 2024 Quarry Cable Park fees at the Three Oaks Recreation Area are in line with the prevailing market at other cable park facilities.

Sample of Cable Park Pricing	2 hour pass	4 hour pass	All Day
Action Wake Park, MI	$48	$50	$60
Hydrous Cable Park, Allen, TX	$60	$120	NA
Wake Nation, Fairfield, OH	-	-	$54
The Quarry Cable Park, Crystal Lake, IL	$50	-	$70

The Cottage on the Beach 2024 Menu:

Per section 9(a) of the Concessionaire Lease Agreement with the Cottage on the Beach, the concessionaire (the Cottage on the Beach) must submit their proposed menu, including a description and price for each food item, 30 days prior to the concessions opening date. The 2024 proposed menu and pricing are depicted in the below tables. The proposed menu is in compliance with the Concessionaire Lease Agreement. The 2024 menu prices will remain the same as the 2023 prices.

The Cottage on the Beach Proposed Menu				
	2023	*2024*	*2024*	*2024*
Menu Item	Single Item	*Single Item*	*Small Combo (Fries and Drink)*	*Large Combo (Fries and Drink)*
Quarter Pound Hamburger	$7.00	*$7.00*	*$11.00*	*$12.00*
Quarter Pound Cheeseburger	$8.00	*$8.00*	*$12.00*	*$12.00*
Grilled Chicken Sandwich	$8.00	*$8.00*	*$12.00*	*$13.00*
Hot Dog	$4.00	*$4.00*	*$8.00*	*$9.00*
Chicken Tenders (3)	$7.00	*$7.00*	*$10.00*	*$11.00*
Fries	$4.00	*$4.00*		
Cheese Fries	$5.00	*$5.00*		
Pretzel Bites with Cheese	$6.00	*$6.00*		
Nachos with Cheese	$5.00	*$5.00*		
Chips	$1.00	*$1.00*		
Sundae	$4.00	*$4.00*		
Cookie Sandwiches	$5.00	*$5.00*		
Packaged Ice Cream	$5.00	*$5.00*		
Single Scoop Cone	$4.00	*$4.00*		
Double Scoop Cone	$5.50	*$5.50*		
Rootbeer Float	$5.00	*$5.00*		
Sherbet Tubes	$4.00	*$4.00*		
Ice Pops	$1.25	*$1.25*		
16 oz Fountain Drink	$3.00	*$3.00*		
22 oz Fountain Drink	$4.00	*$4.00*		
Island Oasis Smoothies	$6.00	*$6.00*		
Juice Box	$3.00	*$3.00*		
Milk	$3.00	*$3.00*		

Votes Required to Pass:

Simple majority vote of the City Council.

24R-___

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that per section 5.02 of the Property Use Agreement between the City of Crystal Lake and Quarry Cable Park, LLC, the City approves the 2024 Use Fees/Rates for the use of the Facilities by members of the public, and that per section 9(a) of the Concessionaire Lease Agreement between the City of Crystal Lake and the Cottage on the Beach, the City approves the 2024 Concession Menu.

The approved Use Fees are depicted in the below table.

The Quarry Cable Park Use Fees / Rates				
		2023	*2024*	
RATES	2hr	$50	*$50*	
	All day	$70	*$70*	
RENTAL	Helmet	$8	*$8*	
	Life Vest	$10	*$10*	
	Standard Board	$20	*$20*	
	Demo Board	$40	*$40*	
MULTI-RIDE	5 pk (2-Hour)	$225	*$225*	Save $25
	5 pk (All-Day)	$300	*$325*	Save $50
	10 pk (2-Hour)	$450	*$475*	Save $50
	10 pk (All-Day)	$625	*$675*	Save $75
SEASON	Q Pass Unlimited	$850	*$850*	
	Parking	Additional	Additional	

The approved Concession Menu is depicted in the below table.

The Cottage on the Beach Proposed Menu				
	2023	*2024*	*2024*	*2024*
Menu Item	Single Item	*Single Item*	*Small Combo (Fries and Drink)*	*Large Combo (Fries and Drink)*
Quarter Pound Hamburger	$7.00	*$7.00*	*$11.00*	*$12.00*
Quarter Pound Cheeseburger	$8.00	*$8.00*	*$12.00*	*$12.00*
Grilled Chicken Sandwich	$8.00	*$8.00*	*$12.00*	*$13.00*
Hot Dog	$4.00	*$4.00*	*$8.00*	*$9.00*
Chicken Tenders (3)	$7.00	*$7.00*	*$10.00*	*$11.00*
Fries	$4.00	*$4.00*		
Cheese Fries	$5.00	*$5.00*		
Pretzel Bites with Cheese	$6.00	*$6.00*		
Nachos with Cheese	$5.00	*$5.00*		
Chips	$1.00	*$1.00*		

Draft

Sundae	$4.00	*$4.00*		
Cookie Sandwiches	$5.00	*$5.00*		
Packaged Ice Cream	$5.00	*$5.00*		
Single Scoop Cone	$4.00	*$4.00*		
Double Scoop Cone	$5.50	*$5.50*		
Rootbeer Float	$5.00	*$5.00*		
Sherbet Tubes	$4.00	*$4.00*		
Ice Pops	$1.25	*$1.25*		
21 oz Fountain Drink	$3.00	*$3.00*		
32 oz Fountain Drink	$4.00	*$4.00*		
Island Oasis Smoothies	$6.00	*$6.00*		
Juice Box	$3.00	*$3.00*		
Milk	$3.00	*$3.00*		

DATED this 7th day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblien, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 7, 2024
APPROVED: May 7, 2024

Draft

The Cottage On The Beach!

A Gathering Place!



Fresh Burgers, Sandwiches, Snacks

		Combo (Fries & Soda)	Large
Hamburger (QTR Pounder)	$7	$11	$12
Cheeseburger (QTR Pounder)	$8	$12	$12
Grilled Chicken Sandwich	$8	$12	$13
Hot Dog	$4	$8	$9
Chicken Tenders (3)	$7	$10	$11

Basket Of Fries $4 **Cheese Fries $5** **Nachos n' Cheese $5**

Pretzel Bites $6 Sherbet Tubes $3

Sodas $3(16oz) $4 (22oz) Juice Boxes $3

Choc Milk $3 Water Bottle $2

Island Oasis Smoothies $6

Candy Bars $1.25 Ice Pops $1.25

pepsi







Ice Cream & Smoothies

Build Your Own Single Scoop Sundae.....$4

Add Toppings... 50c each, Strawberries,

Hot Fudge,-Chopped Nuts,

Cookie Dough







PACKAGED ICE CREAM $5

Rootbeer Float $5

Sherbet Tubes.....$4



Vanilla or Chocolate Single Scoop

Cone or Cup..... $3.50 Double..... $5.50

ISLAND OASIS SMOOTHIES $6



QUARRY CABLE PARK (https://thequarrycablepark.com/)

2024 RATES

DAY | MULTI | SEASON

QUARRY CABLE PASSES

Day Passes

EQUIPMENT NOT INCLUDED

2 Hour Pass | $50

All Day Pass | $70

Weekend Policy: The Quarry will only sell 2 hour passes on the Beginner 2.0 Cable System. Equipment Rental is also only available for 2 hours.

Gift Cards are available in the Quarry Pro-Shop.

SEASON PASS | $850

The season will run from Memorial Weekend through Labor Day Weekend!

MULTI-RIDE 2-HOUR PASSES

Five 2-Hour Passes | $225

Ten 2-Hour Passes | $475

Five All-Day Passes | $325

Ten All-Day Passes | $675

RENTALS

QUARRY CABLE PARK (https://thequarrycablepark.com/)

Equipment provided by Liquid Force.

Helmet | $8

U.S. Coast Guard Approved Vest | $10

Standard Board | $20

Demo Wakeskate | $20

Demo Board | $40



()

UNIT Parktech AG (http://www.unit-parktech.com/)

LIQUID FORCE (http://www.liquidforce.com)

(https://twitter.com/shredthequarry/?) (https://www.instagram.com/shredthequarry/?) (https://www.facebook.com/shredthequarry/)

©2017 The Quarry Cable Park | All Rights Reserved.

Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: May 7, 2024

Item: Special Event Request and Fee Waiver – Prairie Ridge High School Fishing Tournaments at Three Oaks Recreation Area

Council Discretion: Motion to approve a waiver of fees for District 155 students associated with the Prairie Ridge High School Fishing Tournament, to be held on Sunday, May 19, 2024, from 8:00 a.m. to 11:00 a.m., and a waiver of fees for an additional weekday fishing tournament for District 155 students at the Three Oaks Recreation Area, subject to the recommended conditions, for a total fee waiver request of $310.

Staff Contact: Nick Hammonds, Assistant City Manager

Background:

The Prairie Ridge High School bass fishing team is requesting approval for a fishing tournament to be held at the Three Oaks Recreation Area on Sunday, May 19, 2024, from 8:00 a.m. to 11:00 a.m. The tournament will be hosted by Prairie Ridge High School, and Crystal Lake South High School may also participate. The petitioner requests the exclusive reserved use of 13 of the City's 26 row boats, and a waiver of fees for five boats for District 155 students.

Prairie Ridge High School is additionally requesting a weekday in May to hold a fishing tournament for Prairie Ridge High School students only, with a waiver of fees. The weekday event would be from 3:45 p.m. to 5:45 p.m. on a mutually agreed upon date between the City and the School. The petitioner requests five boats to be reserved for this event as well, with a waiver of fees. The organizers have also agreed to perform voluntary service hours at the park.

The event was held in 2018, 2021, 2022, and 2023. The event and the fee waiver requests from the previous events were approved by the City Council.

City Staff Review:

City Staff has reviewed the event and identified financial and park user impacts.

Financial Impact:

The following table provides a breakdown of the costs for the fishing tournaments. It is proposed that all five boats used by District 155 students will have no fee.

Event	*Amount*
May 19, 2024 (5 boats requested) for 3 Hours	
Fee for 5 boats for District 155 Schools	$190
Weekday 2024 Event – District 155 Schools Only for 2 Hours	
Fee for 5 boats for District 155 Schools	$120
Total Fees Waived for Both Events:	**$310**

Park User Impact

The operations at the park will be open as normal throughout the day and the beach will not be open at this time in the season. The petitioner is requesting exclusive use of 13 boats from 8:00 a.m. to 11:00 a.m. on the day of the event. This leaves 13 available row boats for guests to rent at the Marina. Since there is typically high demand for fishing boats on a Sunday morning early in the season, the availability of boats for the general public will be limited. Staff will create social media posts to notify the public of the event and limited boat rentals.

Recommended Conditions:

City staff has reviewed the petitioner's request and offers the following conditions:

1. Comply with all City Code regulations and Special Event requirements, including all insurance requirements. Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement.
2. Comply with all fishing and safety guidelines.
3. Maintain access to all fire lanes and the south lake marina boat ramp. Provide a plan for all on-site signage prior to the event, which shall be reviewed by the City and approved prior to placement.
4. The majority of participating students will be under 18 years of age. Participants aged 14 to 15 must have an accompanying adult on the boat, and students aged 16 and 17 must have prior guardian consent to fish without an adult on board. Participants shall follow all fishing and safety requirements during the tournament.
5. All debris created by the event shall be cleaned up during and after the event.
6. In the case of inclement weather, an alternate date can be approved by the City Manager.
7. Prairie Ridge High School must provide insurance, severe weather and evacuation plan, hold harmless and liability waivers by May 10, 2024 or the event may be cancelled.

The petitioner is aware of the recommended conditions and plans to be present at the meeting.

Votes Required to Pass:

Simple majority vote of the City Council

Nick Hammonds

From: Stegenga, Andrew <stegengaandrew@dist156.org>
Sent: Tuesday, April 9, 2024 10:14 AM
To: Nick Hammonds
Subject: Bass fishing question

Follow Up Flag: Follow up
Flag Status: Completed

Stop - Look - Think - Decide: This email originated from outside of the City. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I am reaching out to see if it is possible to set up a Fox Valley Conference bass fishing tournament at 3 oaks this spring? I have spoken with 5 total teams in the conference and we were looking to set up a spring tournament every year and 3 oaks would be a perfect fit for the schools.

We are looking at Saturdays or Sundays if that is possible and we would be looking at a 3-4 hour tournament.

Please let me know what the next steps would be for setting this up.

Thank you for your time,

Andrew Stegenga

--
Andrew Stegenga
Social Science Dept.
McHenry West Campus
Bass Fishing Advisor

Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: May 7, 2024

Item: Class 16 Temporary Liquor License Request – Knights of Columbus Fr. McCormick Council #3880

Staff Recommendation: Motion to approve issuance of a Class 16 Temporary Liquor License to the Knights of Columbus Fr. McCormick Council #3880

Staff Contact: Nick Hammonds, Deputy City Manager

Background:
The City has received a request from the Knights of Columbus Fr. McCormick Council #3880 for the issuance of a Class 16 Temporary Liquor License in order to sell beer and wine at their 'Taste of Kermas' Dinner event being held at the Oak Street Church Community Center, located at 451 W. Terra Cotta Avenue on Saturday, May 25, 2024 from 6:00 p.m. to 10:00 p.m.

Section 329-5-P of the City Code permits the issuance of a Class 16 Temporary Liquor License for the retail sale of beer and wine for consumption upon the premises specified in the license where sold. The license shall be issued to not-for-profit corporations qualified to do business in the State of Illinois. The license shall be for a period not to exceed three (3) days, and shall be issued only for special events sponsored by the not-for-profit corporation requesting the license.

The Council has approved similar events in the past and other temporary liquor license requests for the Knights of Columbus Fr. McCormick Council #3880.

Votes Required to Pass:
Simple majority

CITY OF CRYSTAL LAKE

Class "16"
Temporary Liquor License

General Information:

- A Class "16" **Temporary** Liquor License authorizes the retail sale of beer and wine for consumption upon the premises specified in the license.
- The license applicant must be a **not-for-profit** corporation qualified to do business in the State of Illinois.
- The license is valid for a period not to exceed three (3) days and may only be used for special events sponsored by the not-for-profit corporation requesting the license.
- Patrons of the premises where the beer and wine are to be sold are required to wear a non-transferrable, one use only, disposable wristband or other means of identification identifying them as patrons of the area that is subject to the license.
- Issuance of a Class "16" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

Bob Wyman
815-529-1832

City of Crystal Lake
Application for Temporary Liquor License

CLASS "16"
Beer and Wine

The undersigned hereby makes application for a license for the sale at retail of beer and wine under the provisions of the City of Crystal Lake Liquor Licensing Ordinance:

1. Applicant's full name Knights of Columbus Fr. McCormick Council 3880
(Must be not-for-profit organization)

Address 451 W. Terra Cotta Ave. Phone Number 815-455-5400

2. Location where beer and wine will be sold:
Will be Served in the Community Center

3. Dates of the event **(not to exceed three (3) days)**: Taste of Kermas Dinner
May 25, 2024

4. Hours of operation: 6:00pm - 10:00pm

5. Describe the type of crowd and traffic control licensee will utilize. Parishioners, 2 entrances/exits on

6. Describe plan for refuse pickup. 2 Dumpsters with in 200 ft of Kitchen/Serving Area Rt. 176 and Oak St.

7. Please list the names and addresses of the members of the organization who will be selling beer and wine at the location pursuant to the license. If additional space is needed, please use reverse side.
Michael Brucker 9635 Stonecastle Ln. Village of Lakewood IL. 60014
Joseph Scherb 413 Hillcrest Rd. Crystal Lake IL 60014
Matt Carolli 374 Ridge Ave. Crystal Lake IL. 60014
2

8. **Please attach the following to your application:**
   - ✓ **License fee in the amount of *$20.00*. (Make checks payable to the "*City of Crystal Lake*".)**
   - ✓ **Proof of liquor liability insurance**
   - ✓ **Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer and wine on the property during the time requested.**
   - ✓ **Site plan of area where beer and wine will be sold.**
   - ✓ **Letter to the Mayor and City Council requesting approval of the issuance of a Class "16" Temporary Liquor License to applicant.**

[signature] 4/15/24
Signature of President Date

[signature] 4-15-24
Signature of Secretary Date

Both application and affidavit must be signed by the President and Secretary of the not-for-profit organization.

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

We swear that we will not violate any of the Ordinances of the City of Crystal Lake or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 15

day of April, 2024.

Notary Public

OFFICIAL SEAL
JUANITA M MGONIGLE
Notary Public, State of Illinois
My Commission Expires 10/31/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
265 Exchange Drive, Suite 100
Crystal Lake IL 60014

CONTACT NAME:
PHONE (A/C, No, Ext): 815-526-4127 FAX (A/C, No): 815-459-3363
E-MAIL ADDRESS: Select_Certifictes@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Insurance Company	24112
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Knights of Columbus Father McCormick Council #3880
1802 Cashel Lane
McHenry IL 60050

KNIGOFC-25

COVERAGES **CERTIFICATE NUMBER:** 1223465822 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		4846448	7/13/2023	7/13/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Equipment Floater			4846448	7/13/2023	7/13/2024	Limit	$6,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Event date: May 25, 2024. Event: "Taste of Kermas" Fund Raiser Dinner at St. Thomas the Apostle Church Community Center.
Certificate Holder is an Additional Insured as respects the General Liability Policy, pursuant to and subject to the policy's terms, definitions, conditions, and exclusions.

CERTIFICATE HOLDER

City of Crystal Lake
100 W. Woodstock St.
Crystal Lake IL 60014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ST. THOMAS THE APOSTLE
CATHOLIC CHURCH

April 10, 2024

Mayor Haig Haleblian
City Council Members
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Dear Mayor Haleblian and City Council Members,

With this letter we are requesting your permission to serve beer and wine at our upcoming Hispanic cultural dinner. This Dinner is being hosted by the Knights of Columbus Council #3880, and will be held in our Oak Street Church Community Center at 451 W. Terra Cotta Avenue, Crystal Lake, on Saturday, May 25, 2024. Doors will open at 6:00 pm and the cash bar (beer and wine) will be opened until 10:00 pm. We are selling tickets and anticipate 250 to attend.

Thank you for your kind consideration to our request. Should you require further information, please do not hesitate to contact us.

Sincerely in Christ,

Robert W. Jones

Rev. Robert W Jones, Pastor
St. Thomas the Apostle Church

272 King St, Crystal Lake, IL 60014 *(Parish Office)*
451 W. Terra Cotta Ave, Crystal Lake, IL 60014 *(Oak Street Church)*
453 Pierson St, Crystal Lake, IL 60014 *(Pierson Street Church)*

Phone 815-455-5400
Fax 815-455-2733
www.stthomascl.church

Knights of Columbus
Fr. McCormick Council #3880
P.O. Box 1365
Crystal Lake, IL 60014

April 5th, 2024

Mayor Haig Haleblian
City Council Members
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Honorable Mayor Haig Haleblian and City Council Members,

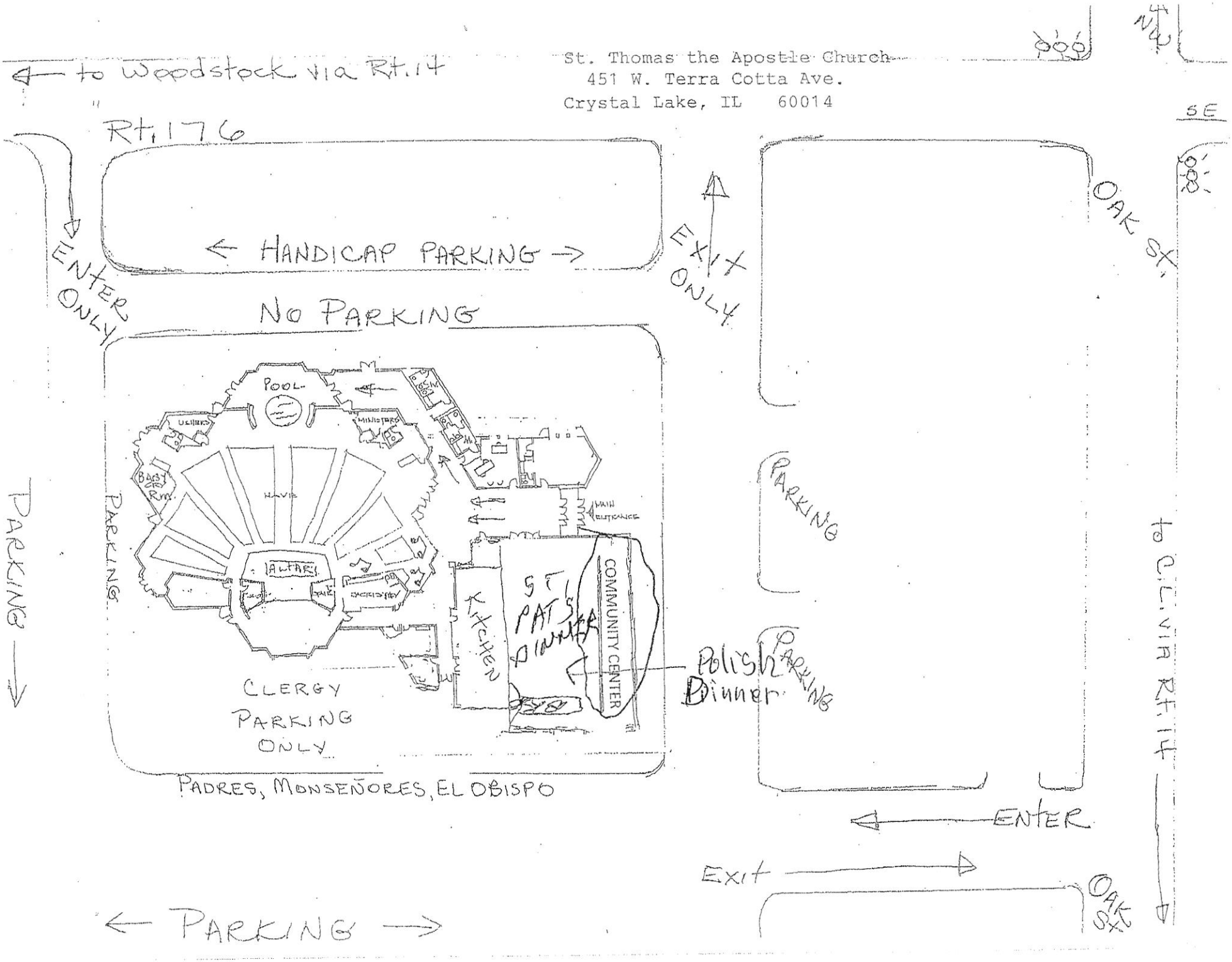
With this letter we are respectfully requesting your permission to sell beer and wine during our upcoming hispanic cultural dinner on May 25th, 2024 This dinner will be held in the community center at St Thomas the Apostle at 451 W. Terra Cotta Ave, Crystal Lake from 6pm to 10pm.

We are expecting the participation of around 200 people per dinner. As usual the net proceeds of the sales will be used to support our parish ministries and local charitable organizations. The Knight's are a 100% volunteer organization and have appreciated the long history of support from The City of Crystal Lake.

Thank you for your consideration of this request, and please let us know if there are any further questions.

Joe Scherb, Grand Knight
Fr. McCormick Council #3880
Knights of Columbus

St. Thomas the Apostle Church
451 W. Terra Cotta Ave.
Crystal Lake, IL 60014



Agenda Item No: 9d

City Council
Agenda Supplement

Meeting Date: May 7, 2024

Item: Approval of an Agreement between the City of Crystal Lake and Nicor Gas for the installation of a pulser at City Hall

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an Agreement between the City of Crystal Lake and Nicor Gas for the installation of a pulser to accurately measure use on the natural gas line

Staff Contact: Michael P. Magnuson, P.E., Director of Public Works and Engineering

---

Background:
The building automation system (BAS) at City Hall was recently replaced because the old system was at end of life and replacement parts were no longer available. The BAS capital project was part of the Fiscal Year 2022/2023 and 2023/2024 Capital Budget and was approved by City Council. The BAS controls the lighting, heating, ventilation and air conditioning systems at City Hall (including the Police Department, Fire Department and Public Works.)

The new BAS has already resulted in a substantial decrease in energy consumption. The system's capabilities can be further enhanced through monitoring natural gas usage in real time. In order to accomplish this, a "pulser" unit needs to be installed on the incoming gas line. The BAS already monitors electrical use in real time.

Nicor gas will install the pulser subject to approval of an agreement between Nicor Gas and the City. The one time cost for installation of the pulser by Nicor is $3,800.88. The City's legal counsel reviewed the agreement and has deemed it acceptable.

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE recently replaced the building automation system (BAS) at City Hall that controls the lighting, heating, ventilation and air conditioning systems; and

WHEREAS, the new BAS has already resulted in a substantial decrease in energy consumption; and

WHEREAS, the CITY would like to utilize the BAS to monitor natural gas usage in real time through the installation of a pulser on the natural gas service to City Hall; and

WHEREAS, Nicor Gas will install said pulser subject to approval of an agreement between the CITY and Nicor Gas.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement between Nicor Gas and the City of Crystal Lake for the installation of the pulser equipment.

DATED this 7th day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 7, 2024
APPROVED: May 7, 2024

Draft

Nicor Gas

1844 Ferry Rd
Naperville, IL 60563
630-983-8888 tel

Pulser Agreement

This Pulser Agreement (this "Agreement") is made and entered into as of _____ (the "Effective Date") by and between Nicor Gas ("Company") and City of Crystal Lake – Municipal Complex ("Customer"), whose premises are located at 100 W. Woodstock Street, Crystal Lake, IL 60014 (hereinafter called the "Premises").

The parties mutually agree to the following terms and conditions:

1. PULSER EQUIPMENT

a. Pulser Equipment: The Pulser equipment (the "Pulser Equipment") model and price, and installation terms are set forth in Exhibit A, attached hereto and incorporated herein.

b. Installation Costs: The price to install the Pulser Equipment shall include Company's costs to acquire the Pulser Equipment, Company's time and materials, handling charges and taxes.

c. Repair and Replacement Costs: Any charge to repair or replace the Pulser Equipment shall include Company's costs to acquire replacement Pulser equipment or replacement parts, if any, Company's time and materials, handling charges and taxes.

d. Disclaimer of Warranty: Customer acknowledges that Company has made no warranties and representations to Customer, whether written, oral or implied, with respect to the performance or use of the Pulser Equipment, any data or information produced by the Pulser Equipment, or Customer's own equipment and facilities as they may be affected by the Pulser Equipment. Customer acknowledges that Company provides the Pulser Equipment "as is", without warranty, to the fullest extent permitted by law and does not pass-thru any manufacturer's warranty or other warranty regarding the Pulser Equipment to Customer.

Draft

2. COMPANY'S OBLIGATIONS

a. Installation: Company shall install the Pulser Equipment, on Company's system at the Premises, as further described in Exhibit A. Company's obligation to install the Pulser Equipment is conditioned upon, among other things, Customer paying Company the Initial Payment and providing Company all needed access to the Premises.

a. Ownership of Pulser Equipment: The Pulser Equipment installed by Company shall be the property of the Company. Company shall, as applicable, acquire, install, inspect, test, operate, repair, replace, and own the Pulser Equipment, all in accordance (i) with Company specifications, (ii) with sound and prudent natural gas industry practices, and (iii) with all laws, rules and regulations of any authority having jurisdiction over Company. Company shall require its contractors and subcontractors furnishing labor, material, supplies and/or services for said work to follow the same practices. The Pulsing Equipment shall be subject to Company's sole discretion as to the standards and requirements of engineering, safety and method of use.

c. Repair and Replacement: Company shall repair and replace the Pulser Equipment on an as needed basis as determined by Company. Repair and replacement of the Pulser Equipment, as necessary, shall be completed within 30 business days after notification. Company shall, at its discretion, update or substitute Pulser Equipment (or like equipment) as Company or industry standards recommend. Company shall first provide a written

estimate of the repair or replacement costs to Customer for Customer's approval and payment. If Company is at the Premises, determines the Pulser Equipment needs to be repaired or replaced and is able to make the repair or replacement at that time, Customer may approve the work at that time with its signature, time and date on a written estimate of the costs. Company shall not charge Customer for repairs to the Pulser Equipment to the extent the costs of such repair are actually paid or borne by the manufacturer of the Pulser Equipment under any applicable warranty provided by such manufacturer.

d. Nonuse (zero voltage): A "zero voltage" condition indicates nonuse by Customer. If the Pulser Equipment is found with zero voltage during a visit to the Premises, Company shall, at its discretion, disconnect the Pulser Equipment. Company shall notify Customer of the Pulser Equipment status and provide a written estimate of the repair costs, if any.

e. Unsafe Conditions or Equipment Tampering: Company shall disconnect the Pulser Equipment if unsafe conditions or evidence of tampering are found at the Premises. It shall be the responsibility of Customer to rectify any and all unsafe conditions before Company will reactivate the Pulser Equipment. Company shall notify Customer of the Pulser Equipment status and provide a written estimate of the repair costs, if any.

3. CUSTOMER'S OBLIGATIONS

a. Customer's Facilities: Customer shall install all of the equipment and meet all of the installation terms set forth in Exhibit A prior to Company installing and activating the Pulser Equipment. The equipment installed by Customer on the Premises shall be the property of Customer ("Customer's Facilities"). Customer shall own Customer's Facilities. Customer shall bear all installation and ongoing costs of electricity for the Pulser Equipment and of data lines connecting with the Pulser Equipment. Customer shall, as applicable, design, engineer, install, construct, inspect, test, operate, repair, replace and maintain Customer's Facilities, all in accordance (i) with Customer's specifications, (ii) with sound and prudent practices, and (iii) with all laws, rules and regulations of any authority having jurisdiction over the Customer's Facilities. Customer shall require its contractors and subcontractors furnishing labor, material, supplies and/or services for said work to follow the same practices. Customer's Facilities shall be subject to Customer's sole discretion as to the standards and requirements of engineering, safety and method of use.

b. Indemnity: To the fullest extent permitted by law, Customer ("Indemnifying Party") agrees to protect, defend, indemnify and hold Company and its directors, officers, employees, attorneys-in-fact, agents, partners and affiliated companies ("Indemnified Party"), free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, including, but not limited to, the amounts of judgments, penalties, interest, court costs, investigation expenses and costs and reasonable attorney's fees incurred by the Indemnified Party in defense of same arising in favor of any governmental agencies, third parties or contractors, on account of taxes claims, liens, debts, personal injuries, death or damages to property, and all other claims or demands of every character occurring or in any way incident to, in connection with, or arising out of: (a) the use of the Pulser Equipment and/or any data produced by the Pulser Equipment; or (b) the Indemnifying Party's or its contractor's negligence, gross negligence or willful misconduct solely related to activities performed under this Agreement.

4. TERM AND TERMINATION

Draft

a. Term: This Agreement shall commence as of the Effective Date and remain in effect until terminated by either party, with or without cause and without penalty, upon 30 days prior written notice to the other party.

b. Termination by Company: Company may immediately terminate this Agreement if Customer fails to pay any amounts due under this Agreement and fails to remedy such default within five (5) calendar days after written notice of default. If Customer elects to discontinue use of the Pulser Equipment or opts not to repair or replace malfunctioning Pulser Equipment, Company may terminate this Agreement with five (5) calendar days' written notice. Customer will provide Company with written notice if it elects to discontinue use of the Pulser Equipment. Company may terminate this Agreement immediately if Company finds evidence of tampering or unsafe conditions at the Premises.

c. Termination Payments and Refunds: In the event this Agreement is terminated, any payment obligations of the parties shall survive until fulfilled. Customer shall be obligated to reimburse Company for all expense(s) reasonably incurred hereunder by Company as of the effective date of termination.

d. Equipment Removal: Upon termination, Company may, at Company's discretion, remove the Pulser Equipment. Customer shall provide Company all needed access to the Premises to remove the Pulser Equipment. Notwithstanding anything to the contrary herein, Company shall have the right to remove the Pulser Equipment immediately in the event Company finds evidence of tampering or unsafe conditions.

5. BILLING AND PAYMENT

a. Billing: After the installation, repair or replacement of the Pulser Equipment, Company shall reconcile the actual costs with the estimated costs identified in Exhibit A. Within 30 days of installation, repair or replacement of the Pulser Equipment, Company shall refund any overcharges to Customer, or Company shall issue a final invoice to Customer, as applicable.

b. Payment: Customer shall be responsible for the cost of the Pulser Equipment and Customer's Facilities. In consideration for the construction and installation of the Pulser Equipment, Customer will reimburse Company for the total cost incurred by Company. The payment shall be made in a single up-front payment ("Initial Payment") and a final true-up payment ("Final Payment"). The Initial Payment of the estimated costs shall be set forth in Exhibit A. Customer shall pay the Initial Payment at the execution of this Agreement. The Final Payment, if required, shall be due 15 days from the date of invoice. Customer shall make all payments in a timely manner. All payments to Company shall be made in such manner mutually agreed to by the parties.

c. Failure to Pay, Interest and Disputes: In the event Customer fails to remit full payment of amounts due Company hereunder, within 15 days from date of invoice, the unpaid amount shall be subject to a late interest charge, calculated at an annual percentage rate of the lower of 18% or the highest rate allowed by law, and shall remain due under the terms hereof. Customer retains the right to reasonably challenge costs and obtain reasonable back-up documentation from Company verifying all costs and charges. If Customer disputes in good faith, part or all of an invoice, then Customer shall provide notice of the disputed portion, including a written explanation of the dispute, and pay any undisputed portion no later than the due date. If an amount disputed is subsequently determined due,

Draft

then such amount shall be paid within ten (10) calendar days of such determination, along with interest accrued from the original due date through date paid. If an amount disputed is paid and is subsequently determined such amount is not due, then such amount shall be refunded to Customer within thirty (30) calendar days, along with interest accrued from the original due date through date refunded, or shall be credited to Customer's account upon Customer's request.

6. **MISCELLANEOUS**

a. Choice of Law: This Agreement shall be governed and construed according to the laws of the State of **Illinois**, without regard to its choice of law provisions.

b. Limitation of Liability: Neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract.

c. Severability: If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the provisions shall remain in effect to the extent allowed by law and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

d. Notices: All written notices required hereunder may be sent by facsimile, a nationally recognized overnight courier service, first class mail or hand delivered. Notices shall be considered given when received on a business day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a business day or is after 5:00 p.m. in the receiving party's time zone on a business day, then such facsimile shall be deemed to have been received on the next business day. Notice by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered three business days after posting.

Draft

If to Company:

c/o Nicor Gas.
1844 Ferry Rd
Naperville, IL 60563
Telephone: 847-443-8161
Account Executive: Thomas Hutchinson
Email: thutchi@southernco.com

With a copy, which shall not constitute notice, to:

Southern Company Gas
10 Peachtree Place NE
Atlanta, GA 30309
Attn: Legal Department

If to Customer:

Customer Name: City of Crystal Lake – Municipal Complex, Account 8499231000, Meter 4141140
Telephone: 815-790-6987
Fax: N/A
Contact Person: Eric Helm
Email: ehelm@crystallake.org

e. Assignment: This Agreement shall be binding upon and inure to the benefit of the assigns of the parties, however this Agreement shall not be assigned or transferred by Customer without prior written consent of Company, which consent shall not be unreasonably withheld.

f. Force Majeure: Force Majeure shall mean any circumstance that is beyond the reasonable control of the party claiming suspension, including but not limited to: (i) physical events such as acts of God, (ii) acts of others such as strikes, lockouts, riots, terrorism, and (iii) governmental actions. Force Majeure shall not mean economic hardship. Upon written notice of Force Majeure, neither party shall be liable to the other for failure to perform an obligation hereunder to the extent such failure was caused by Force Majeure, except with regard to Customer's obligation to make payments due.

g. Waiver: No waiver by either party of its rights under any provision of this Agreement shall be held to be a waiver or require forbearance in the future.

h. No Third Party Beneficiaries: There are no third party beneficiaries to this Agreement. No agent, consultant or contractor is intended to be a third party beneficiary of this Agreement.

i. Survival: Sections 3(b), 4(c), 4(d) and 6 shall survive the termination or expiration of this Agreement for any reason.

Draft

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each party represents and warrants that it has full and complete authority to enter into and perform this Agreement and has authorized its representative to execute this Agreement to be effective as of the date first above written.

Nicor Gas (signed in Atlanta)

By: _____
Name: _____
Title: _____
Date: _____

[CUSTOMER NAME]

By: _____
Name: _____
Title: _____
Date: _____

Draft

EXHIBIT A

To the Pulser Agreement dated 02/02/2024

Pulser Equipment Description, Charge, and Customer Obligations

Transportation Customer:	☒ Yes	☐ No	
Meter Type:	☐ Diaphragm	☐ Rotary A-Series ☒ Rotary B-Series	☐ Turbine
Drive Type:	☒ Integral	☐ ID	☐ N/A
Pulse Device:	☐ IMAC Diaphragm	☐ IMAC Pulse-A-Matic	☐ MpPlus
	☐ XA	☐ E-Series	☒ IMC
	☐ IMC	☐ Other	☐ Not Available
Pulser Specifications:	☐ Dry Contact	☒ Open Collector	
	☒ 5 – 15 VDC	☐ 5 – 24 VDC	
	☐ Temperature Compensated	☒ Fully Compensated	
Installation Type:	☒ Base	☐ Intrinsic	

Meter Number / Size: 4141140/ 16M

Location of Installation: City of Crystal Lake
100 W Woodstock St,
Crystal Lake, IL, 60014

Estimated Cost of Installation: $3,800.88
Estimated In-Service Date: 10 – 12 weeks after Pulser agreement effective date

Initial Payment: $3,800.88
Initial Payment Due Date: *03/02/2024*

Customer Obligations:
The Customer shall provide the following: (a) ground rod or building ground with resistance of 1 Ohm or less; (b) energized conductors from system accepting pulses to meter at a voltage not to exceed 5 – 15 VDC or 5 – 24 VDC, as indicated above; and, (c) software/counter to accumulate pulses.

Estimate Date: *02/02/2024*
Expiry Date: *05/02/2024*

END OF EXHIBIT

Draft

Agenda Item No: 9e

City Council
Agenda Supplement

Meeting Date: May 7, 2024

Item: COUNTY ZONING REQUEST

4215 South IL Route 47
City of Woodstock

Recommendation: City Council's discretion.

a) Motion to object to the proposed variation to allow a setback 20 feet from the north side property line instead of the required 30-foot minimum, directing staff to proceed with an objection to the County Hearing Officer

b) No action

Staff Contact: Elizabeth Maxwell, City Planner
Katie Rivard, Assistant City Planner

Background:

- As is customary with County Zoning requests within the City's mile and a half planning jurisdiction, the City received notice of this request.
- The subject property in question is zoned "A-1" Agriculture District and consists of approximately 8.8 acres.
- The subject property is surrounded by County Zoning District "A-1" Agriculture District on all four sides. There is an animal rescue center immediately south of the subject property and a ComEd utility easement to the west.

Request:

- The petitioners are requesting a variation to allow a setback 20 feet from the north side property line (interior side yard) instead of the required 30-foot minimum to allow for a barndominium (residence with attached agricultural barn).
- The subject property contains a metal storage container, frame lean-to, frame dog house, and gravel driveway.
- The petitioners also own the parcel to the north of the subject property. There is a Deed Restriction that ties the two (2) parcels together. The variance would allow them to remove the Deed Restriction in the future and sell the northern parcel, if desired.

- The property is not within the Crystal Lake Watershed, and staff does not have any concerns with this request.

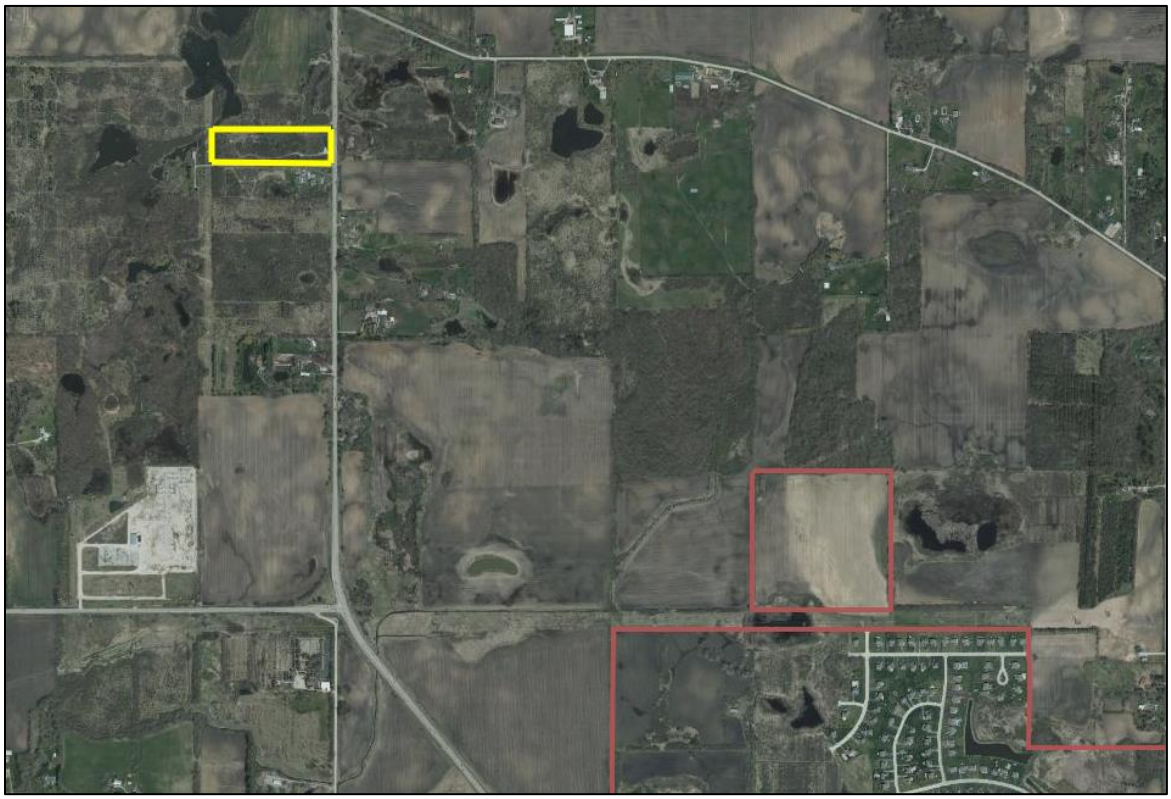
Votes Required to Pass: A simple majority.

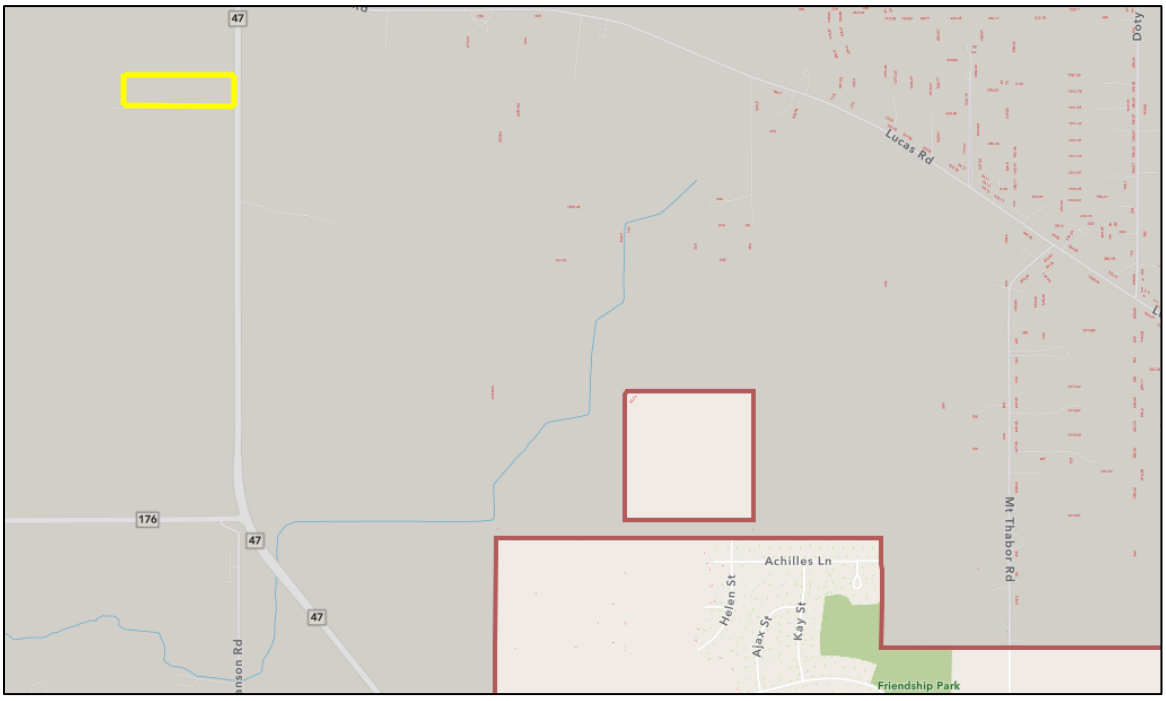
PIQ Map

4115 South IL Route 47, Woodstock, IL

Dorr Township

Approximately 0.96 miles outside of City Limits





Dorr Township **Hearing Date: May 14, 2024**

PLAN REVIEW REPORT

VARIATION REQUEST APPLICATION #2024-027

Applicant: Rafael Arellano and Susana Arellano-Bravo, Owners of Record

Request: ***Variation*** within the ***A-1 Agriculture*** district to allow for a setback of twenty (20) feet from the north side property line instead of the minimum thirty (30) feet required. *(McHenry County Unified Development Ordinance: Table 16.36-1)*

Location: The subject property consists of approximately 8.825 acres and is located on the west side of IL Route 47, approximately 1,200 feet south of the intersection of IL Route 47 and Lucas Road.
Common address: 4215 South IL Route 47, Woodstock, Illinois, in Dorr Township.
PIN: 13-29-200-008

Current Land Use: The property is designated ***AGRICULTURE*** on the Current Land Use map.

Adjacent Land Use:
North: *AGRICULTURE* East: *SINGLE-FAMILY RESIDENTIAL*
South: *AGRICULTURE/COMMERCIAL* West: *SINGLE-FAMILY RESIDENTIAL*

Current Zoning: The property is currently zoned ***E-1 Estate District.***

Adjacent Zoning:
North: E-1 Estate District *East: Vacant*
South: E-1 Estate District *West: Transportation/Communication/Utilities*

2030 Plan: The property is designated ***RETAIL*** on the *McHenry County Land Use Plan Map.*

Improvements: The subject property contains a metal storage container, frame lean-to, frame dog house, and gravel driveway, according to the Plat of Survey.

Natural Resources: The McHenry County ADID Wetland Inventory indicates the presence of High Quality Wetland in the northwest area of the parcel and Wetlands in the northeast area of the parcel. The Natural Resource Conservation Service (NRCS) inventory indicates the presence of Farmed Wetland Pasture in the northwest and northeast areas of the site. Due to the size of the parcel and minimal new construction on the site, impact to natural resources from the proposed use is minimal, according to Natural Resources Inventory (NRI) Letter L24-044-4600.

Flood Hazard Areas: No floodplains were found on the site.

Flood-of-Record: Historic flood-of-record was identified at the far northeast corner of the property. (Woodstock Quadrangle HA-256, Panel 0200J)

SARA: The site IS NOT located in a zone with elevated aquifer contamination potential, according to the McHenry County Sensitive Aquifer Recharge Area (SARA) map.

Comments/ Conclusion:

- Building Permit #K-5557 was applied for in March of 2024 to construct a Barndominium (residence with attached agricultural barn). The applicants were notified that the proposed structure did not meet the minimum thirty (30) foot setback from the north lot line. As the applicants own the parcel to the north of the PIQ, they filed a Deed Restriction with the Recorder of Deeds office, tying the two parcels together. This temporarily alleviates the setback concern so that the building permit can move forward to issuance. The granting of this Zoning Variance application would make it possible for the applicants to remove the Deed Restriction, thus allowing them to sell their northern parcel, if desired.
- The applicant should be aware that under **Section 16.20.020 (F)** of the ***McHenry County Unified Development Ordinance***, several standards are cited, all of which must be met in order for a Variation to be granted. These standards include hardship in relation to the site conditions, that the request is unique to the property, that the purpose of the request is not based on any monetary gain, that the petitioners did not cause or create the hardship, that the request is not detrimental to the public welfare and safety, that the request will not impair adequate light and air to adjacent property, or increase congestion in the public streets, or increase danger of fire, and that the request not confer any special privilege to the applicant that is denied to others of the same zoning district.
- An Illinois Department of Natural Resources (IDNR) report was not required for this project.

Aerial Photo

4215 South Illinois Route 47, Woodstock, Illinois

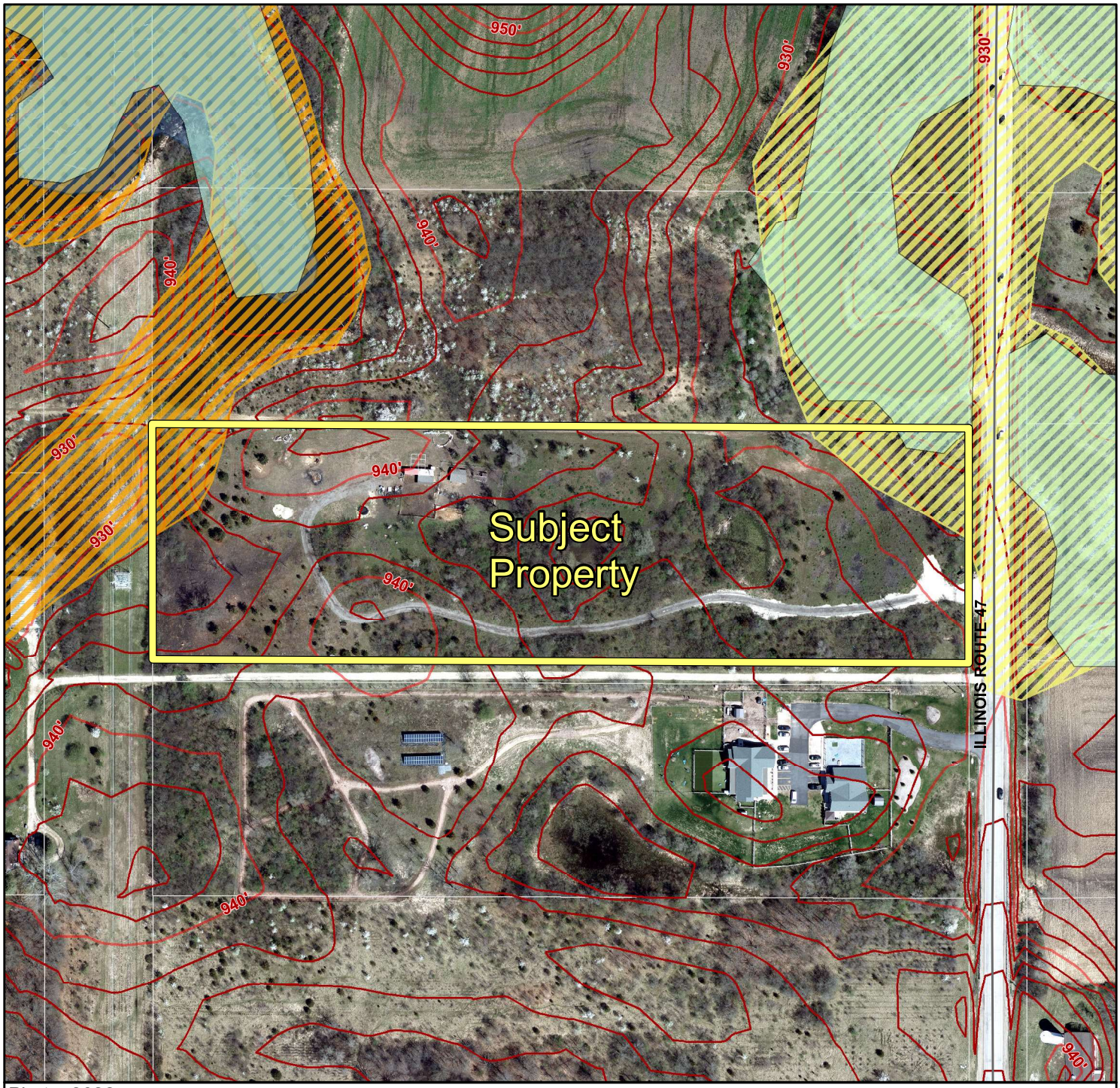


Photo: 2022

Any parcel lines depicted on the aerial photograph are for general reference only. Please refer to the plat of survey for the location of lot or parcel lines.

Elevation (feet above sea level)

Contours

Historic Flood Zone

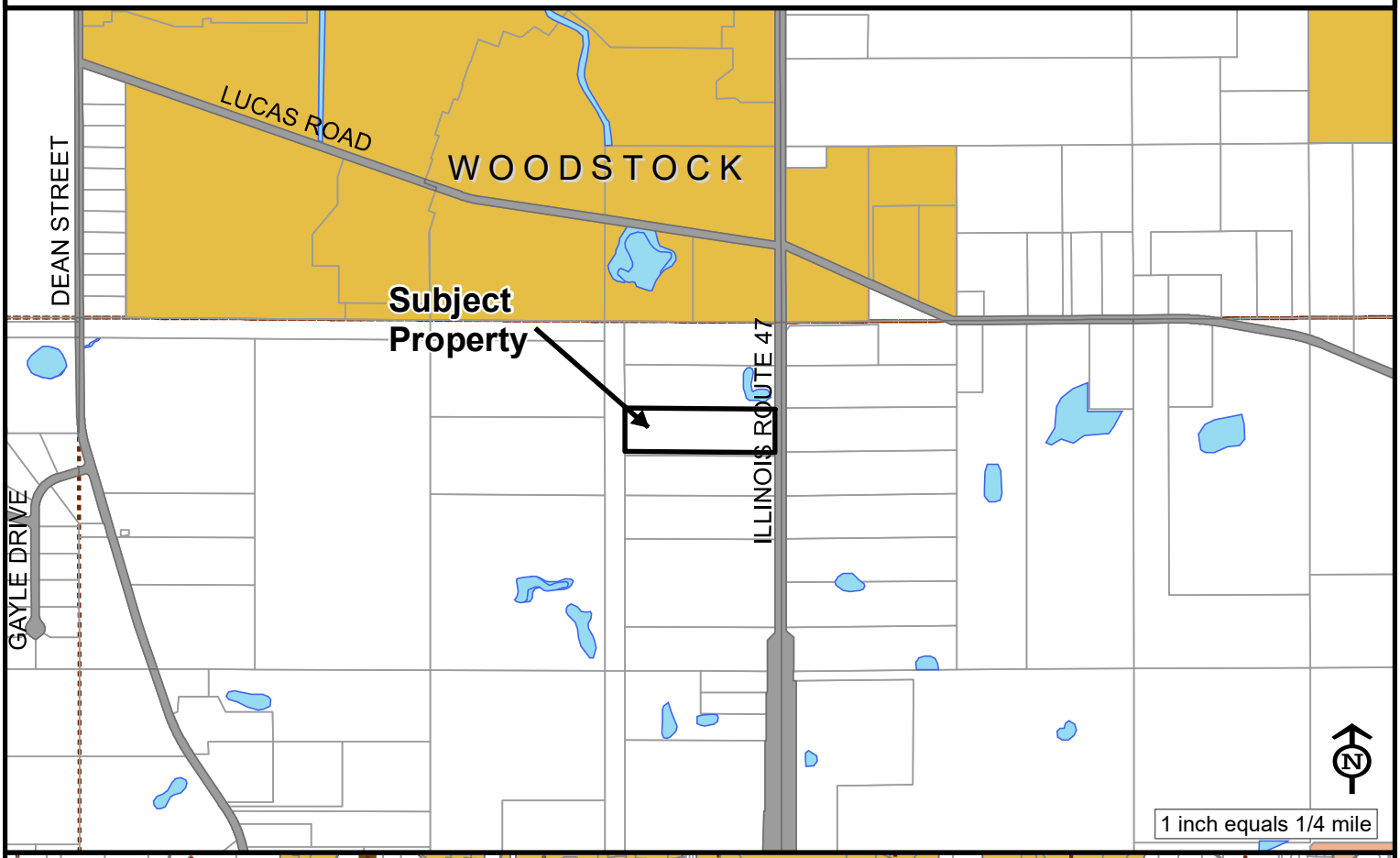
FEMA Flood Hazard Areas
- 0.2 % Annual Chance of Flood
- 1% Annual Chance of Flood
- Floodway

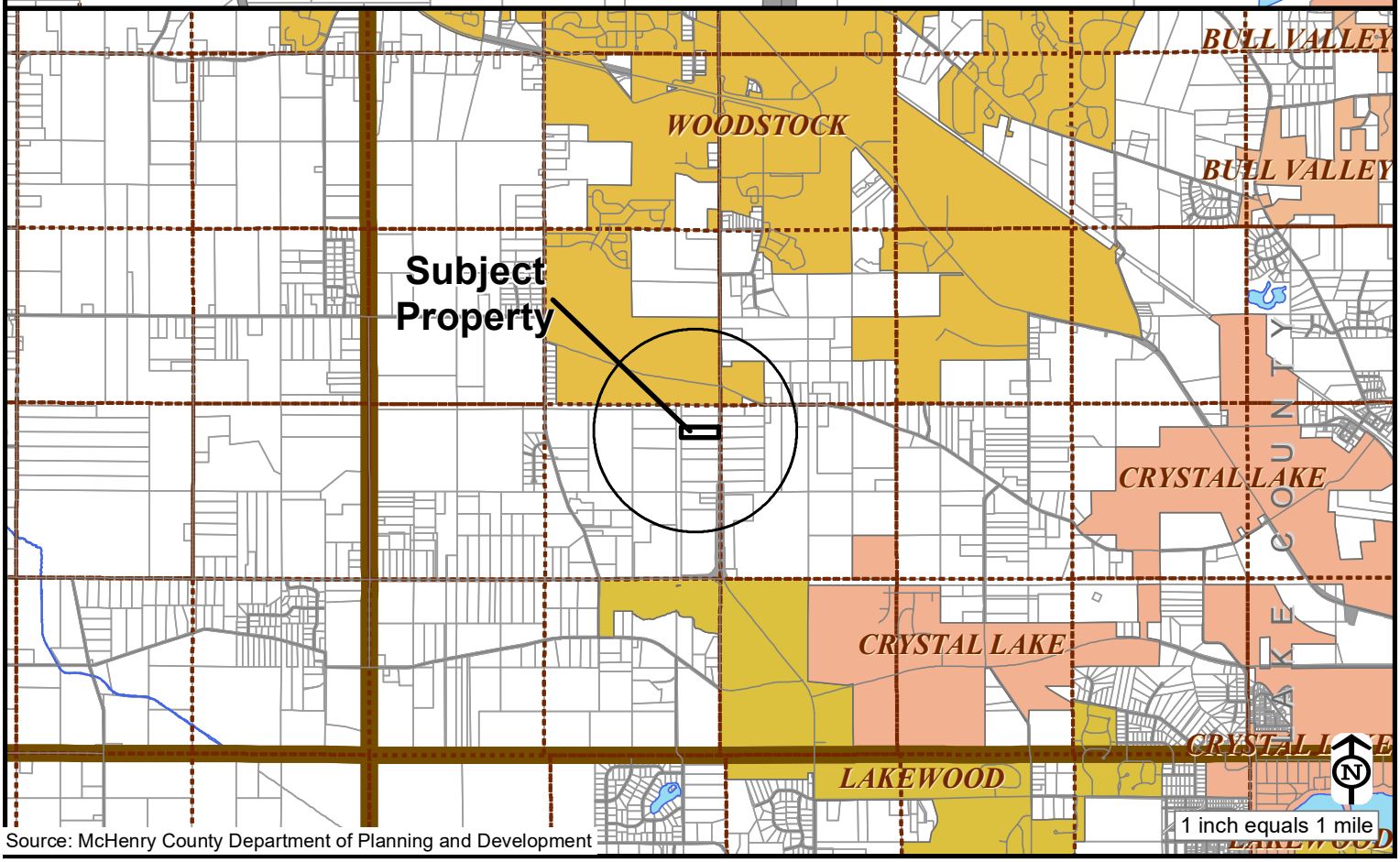
ADID Wetland Map 2005
- High Functional Value Wetland (hfvw)
- High Quality Wetland (hqw)
- Wetland (w)
- Farmed Wetland (fw)

0 100 200 400
Feet

Prepared by the McHenry County Department of Planning and Development

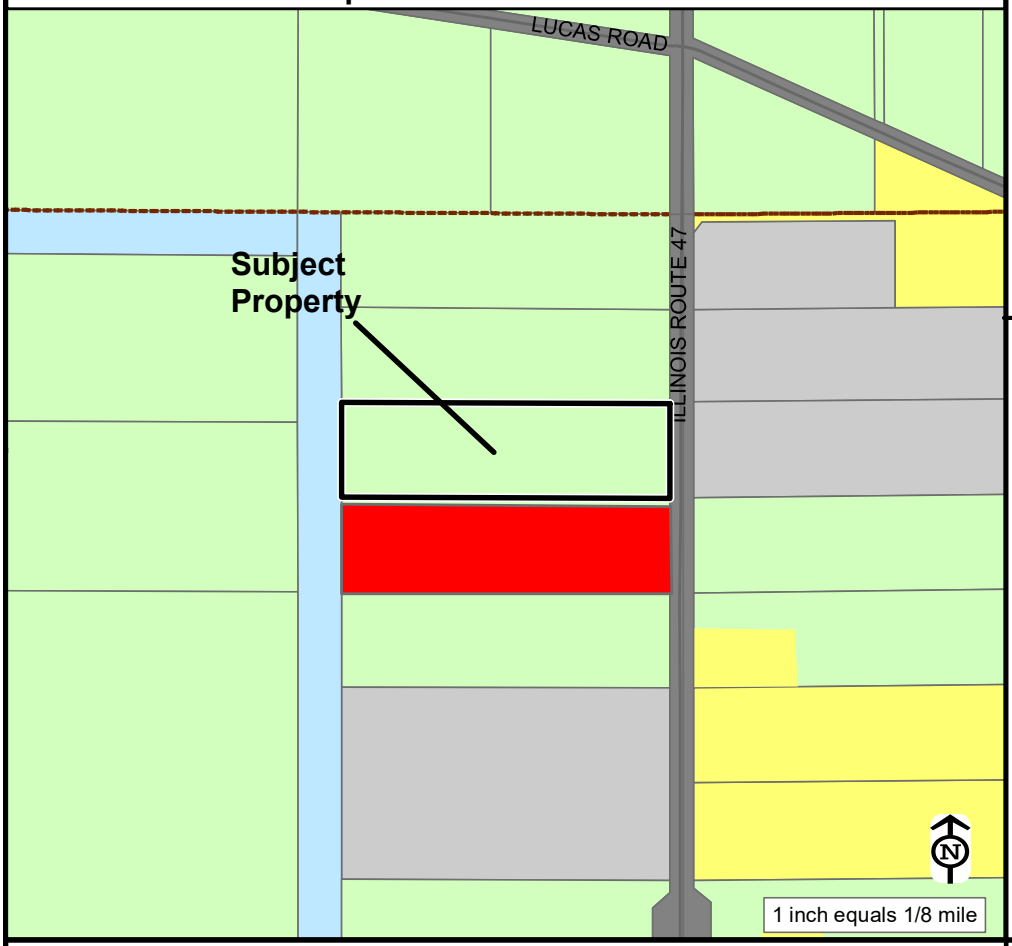
Location Map | **4215 South IL Route 47, Woodstock, Illinois** | **Dorr Township**





Source: McHenry County Department of Planning and Development

Current Land Use Map



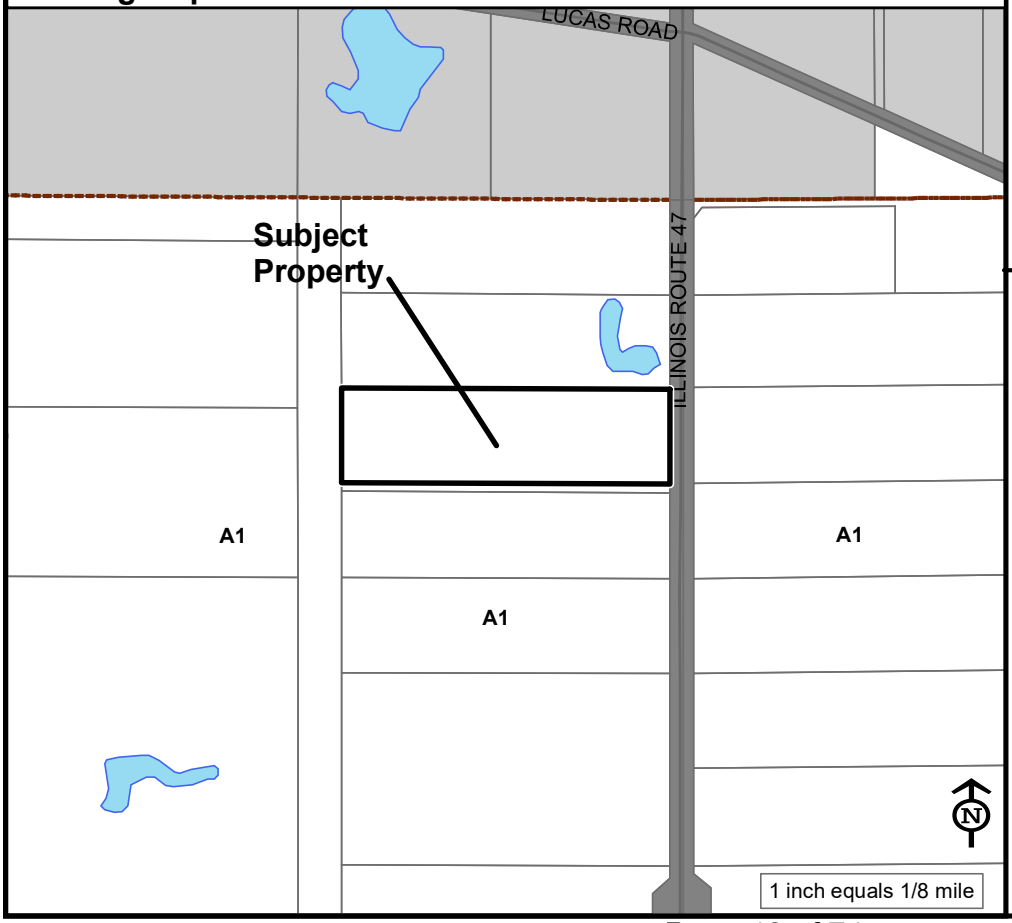
Current Land Use
Agriculture

Land Use Adjacent to the PIQ

North: *Agriculture*
South: *Agriculture/Commercial*
East: *Vacant*
West: *Transportation, Communication, Utilities*

- Agriculture
- MCCD Agriculture
- Single-Family Residential
- Multi-Family Residential
- Open Space
- Golf Course
- Commercial
- Office
- Industrial
- Mixed Use
- Earth Extraction
- Vacant
- Government / Institutional
- Transportation, Communication, Utilities
- Under Review

Zoning Map



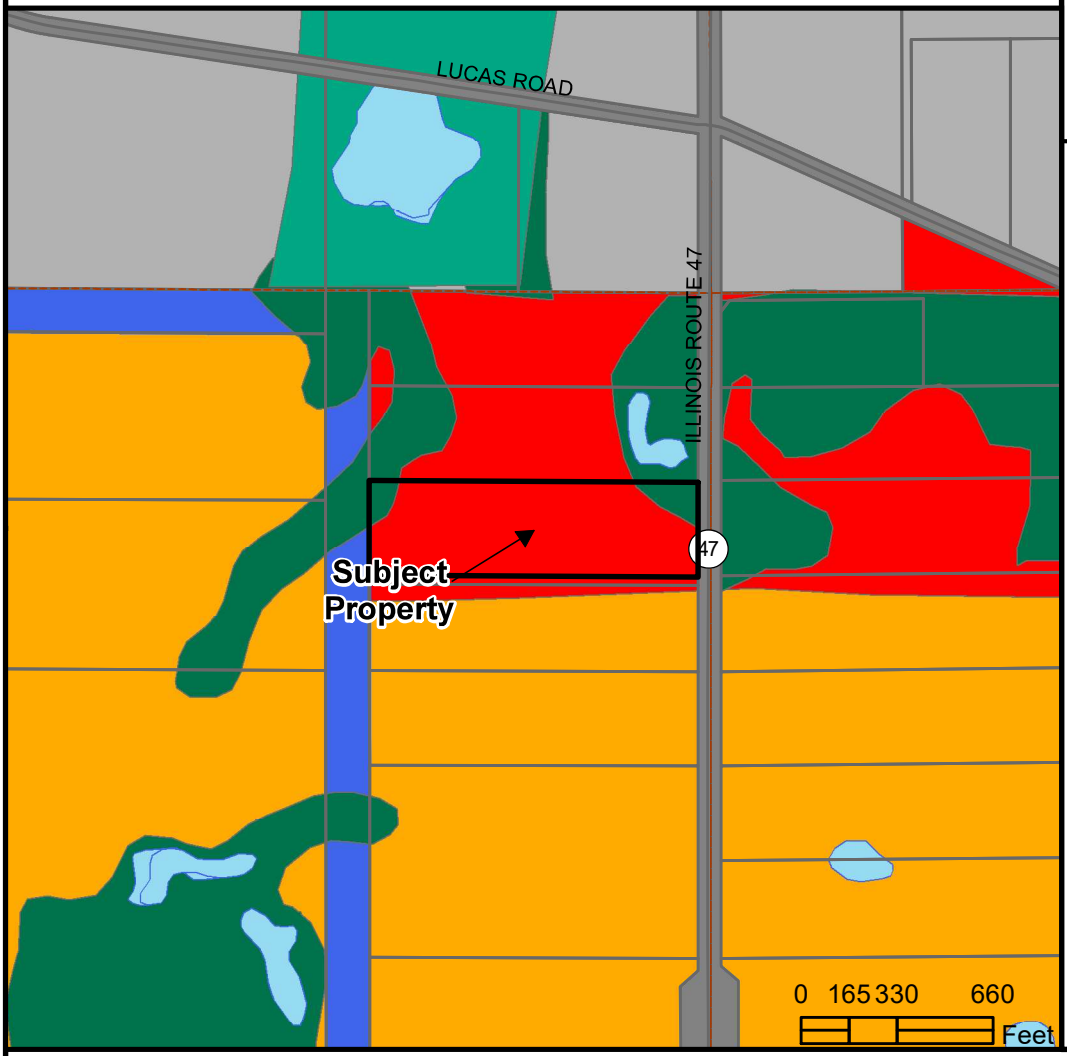
Current Zoning
A-1 Agriculture

Adjacent Zoning

North: A-1 Agriculture
South: A-1 Agriculture
East: A-1 Agriculture
West: A-1 Agriculture

- A-1 Agriculture
- A-2 Agriculture
- E-5 Estate
- E-3 Estate
- E-2 Estate
- E-1 Estate
- R-1 Single-Family Residential
- R-2 Two-Family Residential
- R-3 Multiple-Family Residential
- B-1 Neighborhood Business
- B-2 Liquour Business
- B-3 General Business
- O Office / Research
- I-1 Light Industrial
- I-2 Heavy Industrial
- PD Planned Development
- C Conditional Use
- V Variation
- Incorporated
- Legacy Neighborhood

McHenry County 2030 Comprehensive Plan Future Land Use Map



Future Land Use Map Designation

Retail/
Environmentally Sensitive Area

- Agricultural
- Open Space
- Environmentally Sensitive Area
- Estate
- Isolated Estate
- Residential
- Isolated Residential
- Retail
- Mixed Use
- Office, Research, Industrial
- Gov't, Institutional, Utilities
- TOD Existing Rail Station
- TOD Future Rail Station
- Active Earth Extraction Site
- Municipality

Scale: 1 inch = 1/8 mile

Municipal/Township Plan Designations

Dorr Township: Retail

Crystal Lake: No Designation Lakewood: No Designation

Woodstock: Commercial/Resource Conservation

McHenry County 2030 Comprehensive Plan — Text Analysis

Land Use

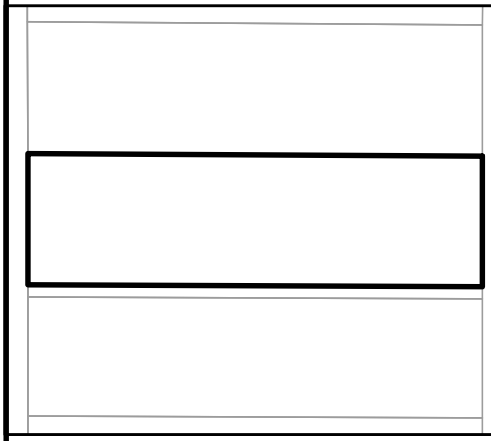
Residential includes existing and proposed areas for single-family and multifamily residential uses at gross densities of less than one acre per dwelling unit. Most residential development will occur following municipal annexation, particularly those that provide public sewer and water. Consideration should be given regarding nearby land uses and zoning, the availability of transportation, infrastructure, water supply, other public services, environmental limitations, and other factors required by law.

Environmentally Sensitive includes existing floodplains, floodways, wetlands 10 acres and larger from the Advanced Identification (ADID) inventory, and most McHenry County Natural Area Inventory (MCNAI) sites.

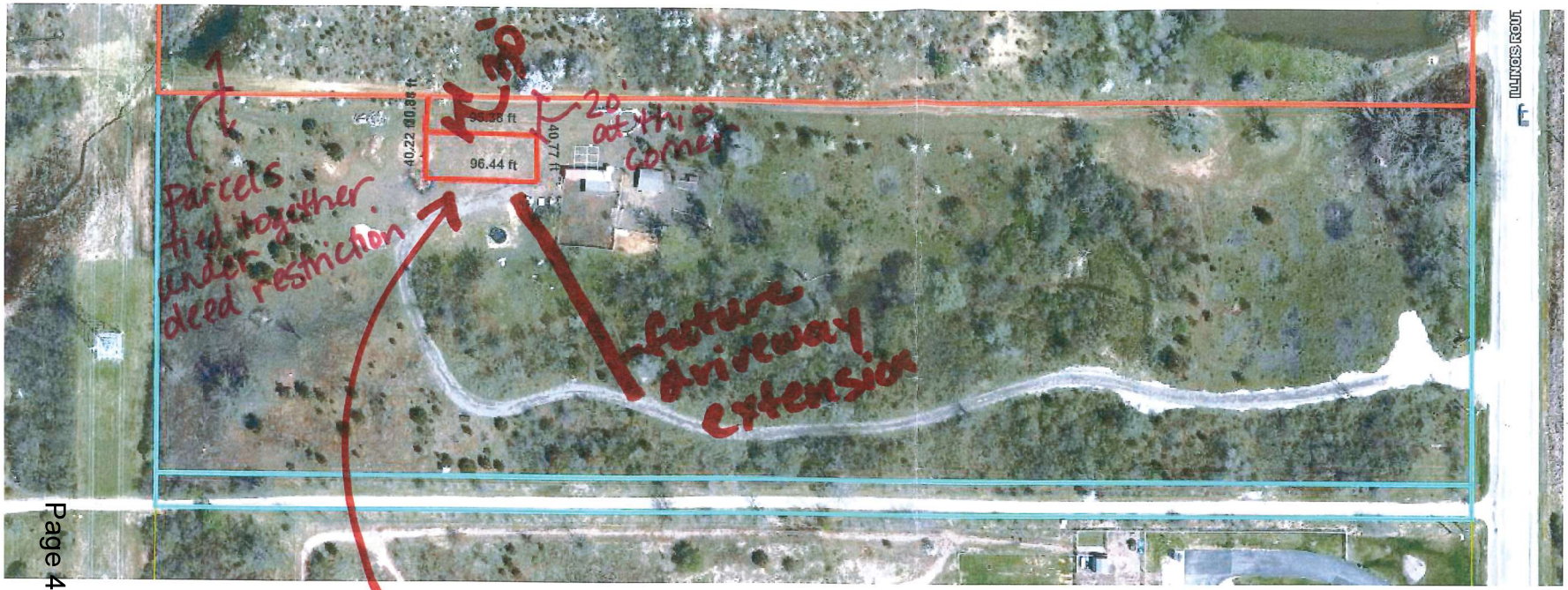
Sensitive Aquifer Recharge Areas

The site *IS NOT* located in a zone with elevated contamination potential.

Sensitive Aquifer Recharge Areas (SARA)



Sensitive Recharge Area



OFFICIAL SITE PLAN

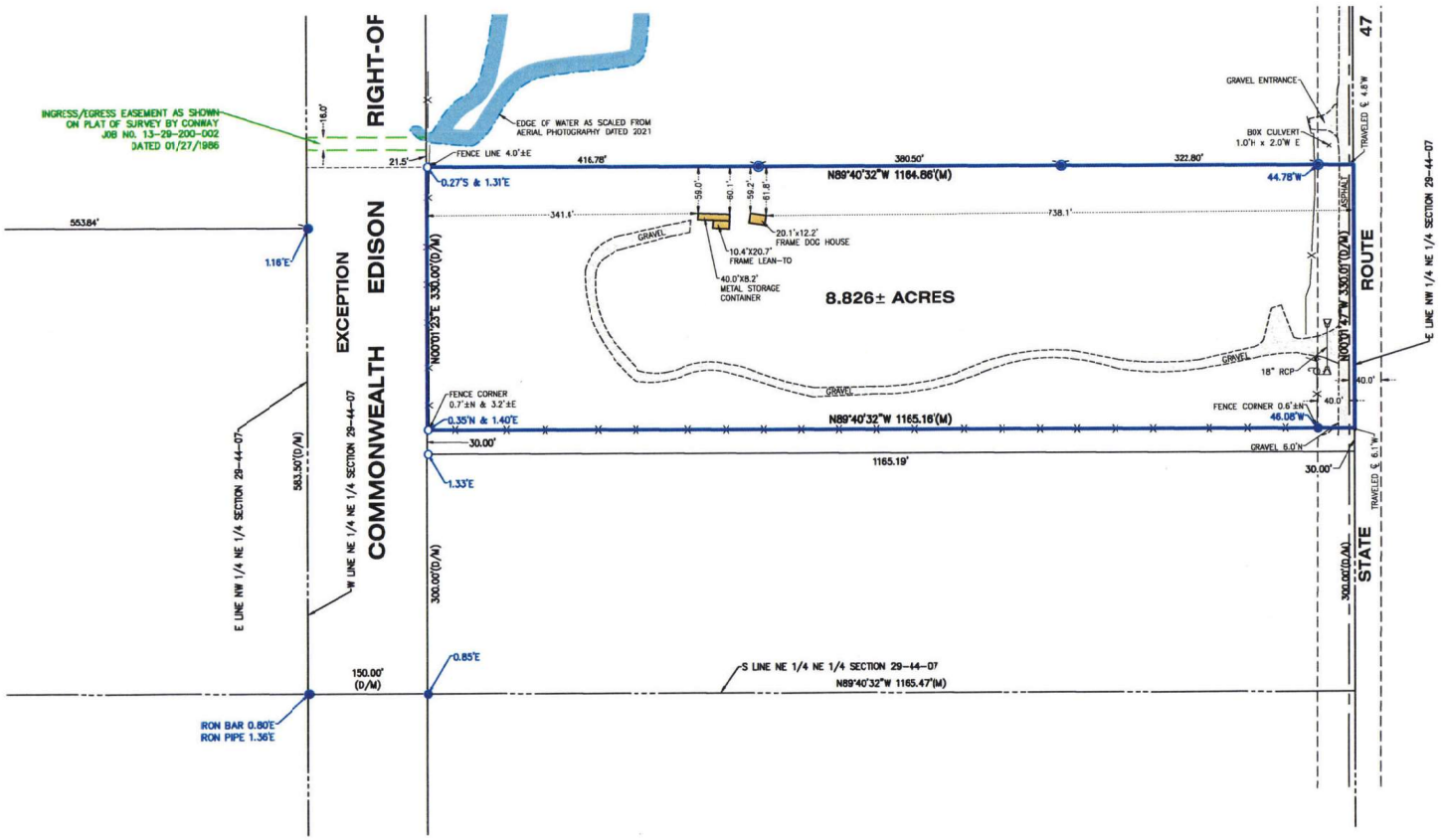
3/27/24 KS

RECEIVED
APR 17 2024
ZONING DIVISION

Vanderstappen
Land Surveying, Inc.
www.vandersinc.com
1316 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-8310 fax 815-337-8314
"Always faithful to the property line"

PLAT OF SURVEY

The North 330.0 feet of the South 660.0 feet of the Northeast Quarter of the Northeast Quarter of Section 29, (except the West 150.0 feet thereof) in Township 44 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois.



LEGEND	
⊷	DOWN GUY
▷	FLARED END SECTION
●	FOUND IRON BAR
○	FOUND IRON PIPE
⊠	FOUND ROW MARKER
●	SET IRON BAR
Ⓣ	TELEPHONE MANHOLE
⊸	UTILITY POLE
(M)	MEASURED
(D)	DEED

100' 0' 100' 200'
SCALE: 1" = 100'

CLIENT: IQBAL SINGH
DRAWN BY: TPS CHECKED BY: APG
SCALE: 1"=100' SEC. 29 T. 44 R. 07 E.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 13-29-200-008
JOB NO.: 221254 I.D. UPD
FIELDWORK COMP.: 12/14/22 BK. ___ PG. ___
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: 190824

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.

ARTHUR P. GRITMACHER
035-003857
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
EXP. 11/30/2024
WOODSTOCK, ILLINOIS

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 12/19 A.D., 20 22.

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

By: _____
Illinois Professional Land Surveyor No. 3857

T:\PLATS\2022\1200-1399\221254_V-221254\221254-UPD-GROUND.dwg-Layout1-12/19/2022 8:18 AM

McHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT

1648 S. Eastwood Dr. Woodstock, Illinois 60098 (815) 338-0444 ext. 3 www.mchenryswcd.org

April 23, 2024

Rafael Arellano
4215 S. IL Rt. 47
Woodstock, IL 60098

Re:	Parcel # 13-29-200-008
Common Location:	4215 S. IL Rt. 47, Woodstock, IL 60098
NRI#	L24-044-4600
Zoning Change:	A1 to A1 Variance

Dear Mr. Arellano:

The McHenry-Lake County Soil and Water Conservation District has carefully reviewed your application for a Natural Resource Information Report on the Rafael Arellano property as applied for in Report #L24-044-4600. Due to size of parcel being rezoned and minimal new construction on the site, the SWCD finds that impact to natural resources from the proposed use is minimal for the purposes of the NRI report. A full Natural Resource Information Report will not be necessary, but we would like to highlight a few resources on the property.

Earthwork in or near a wetland requires a permit from the Army Corps of Engineers or the McHenry County Department of Planning & Development. The McHenry County ADID Wetland Inventory indicates the presence of High Quality Wetland in northwest area of the parcel and Wetlands in the northeast area of the parcel (see attached ADID Wetland Locations Map). The Natural Resource Conservation Service inventory indicates the presence of Farmed Wetland Pasture in the northwest and northeast areas of the (see attached NRCS Wetland Locations Map). It is recommended that a jurisdictional wetland delineation be performed on this parcel before any additional construction occurs. Please contact the Army Corps of Engineers and McHenry County Department of Planning & Development for permit information.

Office maps also indicate the presence of hydric soils in multiple locations of the parcel (see attached Hydric Soil Locations Map). Our wetland inventory is for informational and planning purposes only. Any proposed drainage work, in wet areas, requires a certified wetland delineation. If drainage work is to occur, please contact the Army Corps of Engineers and McHenry County Department of Planning & Development for permit information.

Additionally, the FEMA Flood Insurance Rate Map indicates that a 0.2% Annual Chance Flood Hazard flood plain is located in the parcel to the north of parcel 13-29-200-008 (see attached FEMA Floodplain Locations Map). If additional construction is to occur it is recommended that you contact the McHenry County Department of Planning & Development for possible permitting requirements.

This letter fulfills your requirement to notify the SWCD of land use changes as per the Illinois Compiled State Statutes, Chapter 70, Par. 405/1 et seq. Illinois Revised Statutes, Ch. 5, Par 106 et seq. and the McHenry County Stormwater Ordinance. If you have any questions concerning this letter, feel free to call our office.

Sincerely,



Ryan Bieber
Urban Conservation Specialist

ADID Wetland Locations



0 60 120 240 360 480
Feet

2019 Aerial Photograph
Produced By: McHenry-Lake County Soil & Water Conservation District

N

Key To Features

- farmed wetland
- high functional wetland
- high quality lake
- high quality wetland
- lake
- wetland

NRCS Wetland Locations



0 60 120 240 360 480
Feet

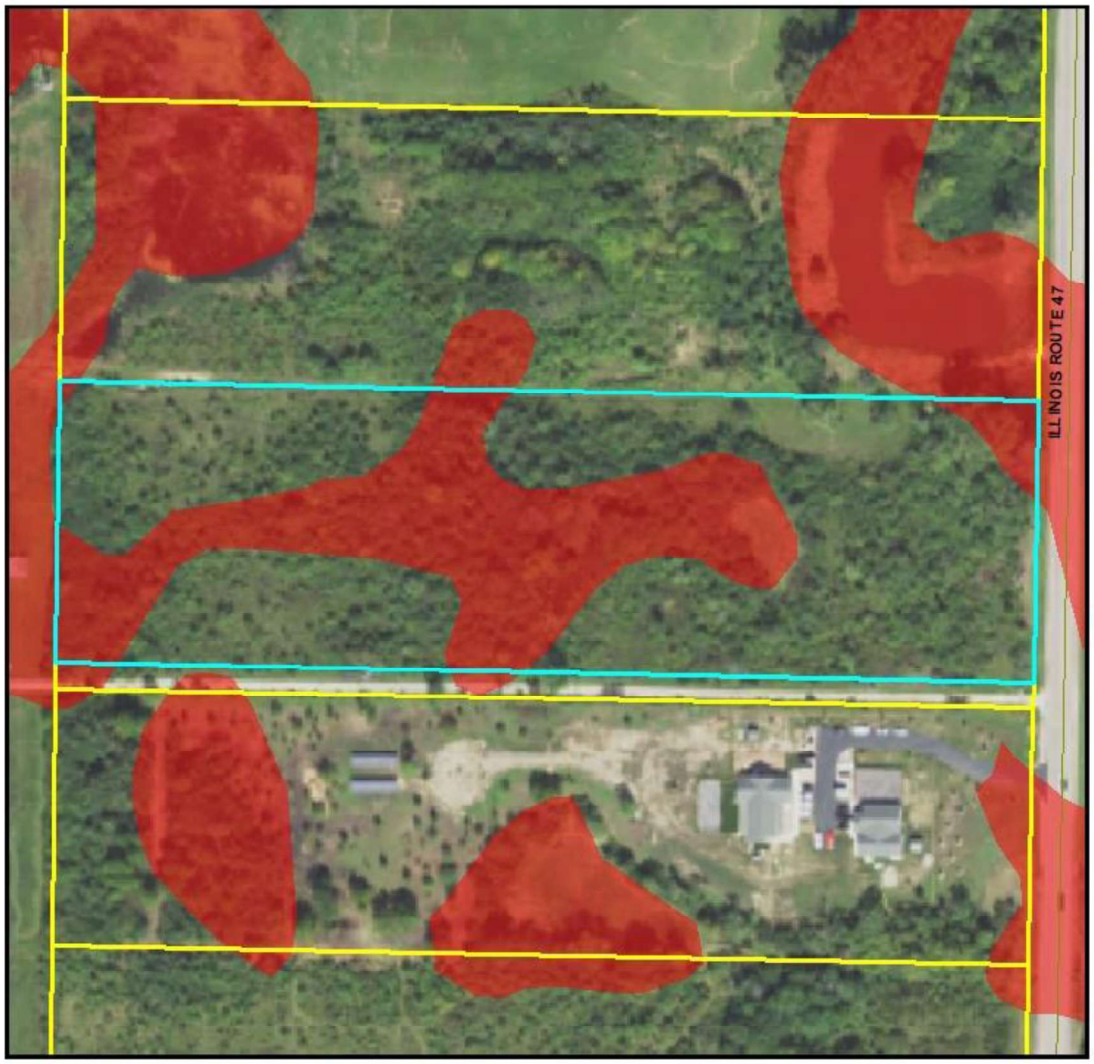
2019 Aerial Photograph
Produced By: McHenry-Lake County Soil & Water Conservation District

N

Key To Features

- Farmed Wetland
- Farmed Wetland Pasture
- Non-inventoried Hydric Soil
- Non-inventoried Soil With Hydric Inclusions
- Prior Converted
- Wetland

Hydric Soil Locations



FEMA Floodplain Locations



0 60 120 240 360 480 Feet

2019 Aerial Photograph
Produced By: McHenry-Lake County Soil & Water Conservation District

N

Key To Features

FEMA Floodplain

Flood Zone

- 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- 100 yr
- 100 yr with base flood elevations determined
- 100 yr with 1-3 ft. flood depths
- 100 yr usually sheet flow

IN THE MATTER OF THE APPLICATION OF ***RAFAEL ARELLANO AND SUSANA ARELLANO-BRAVO,*** OWNERS, FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR A ***VARIATION***	))) LEGAL NOTICE OF PUBLIC HEARING) # 2024-027))

Notice is hereby given in compliance with the McHenry County Unified Development Ordinance, that a public hearing will be held before the **McHenry County Hearing Officer,** in connection with this Ordinance, which would result in a **VARIATION** for the following described real estate:

The North 330.0 feet of the South 660.0 feet of the Northeast Quarter of the Northeast Quarter of Section 29, (except the West 150.0 feet thereof) in Township 44 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois.

PIN # 13-29-200-008

The subject property is located on ***the west side of IL Route 47 approximately 1200 feet south of the intersection of IL Route 47 and Lucas Road, with a common address of 4215 South IL Route 47, Woodstock, Illinois, in Dorr Township.***

The subject property is presently zoned ***"A1" Agriculture District*** and consists of approximately 8.825 **acres** with ***"A1" Agriculture zoning to the North, South, East and West***.

The Applicants are requesting ***a variation of the subject property to allow a setback twenty (20) feet from the north side property line instead of the required thirty (30) foot minimum.***

The Applicants and Owners of Record, presently reside at 178 Bloomfield Drive, Woodstock, Illinois, 60098.

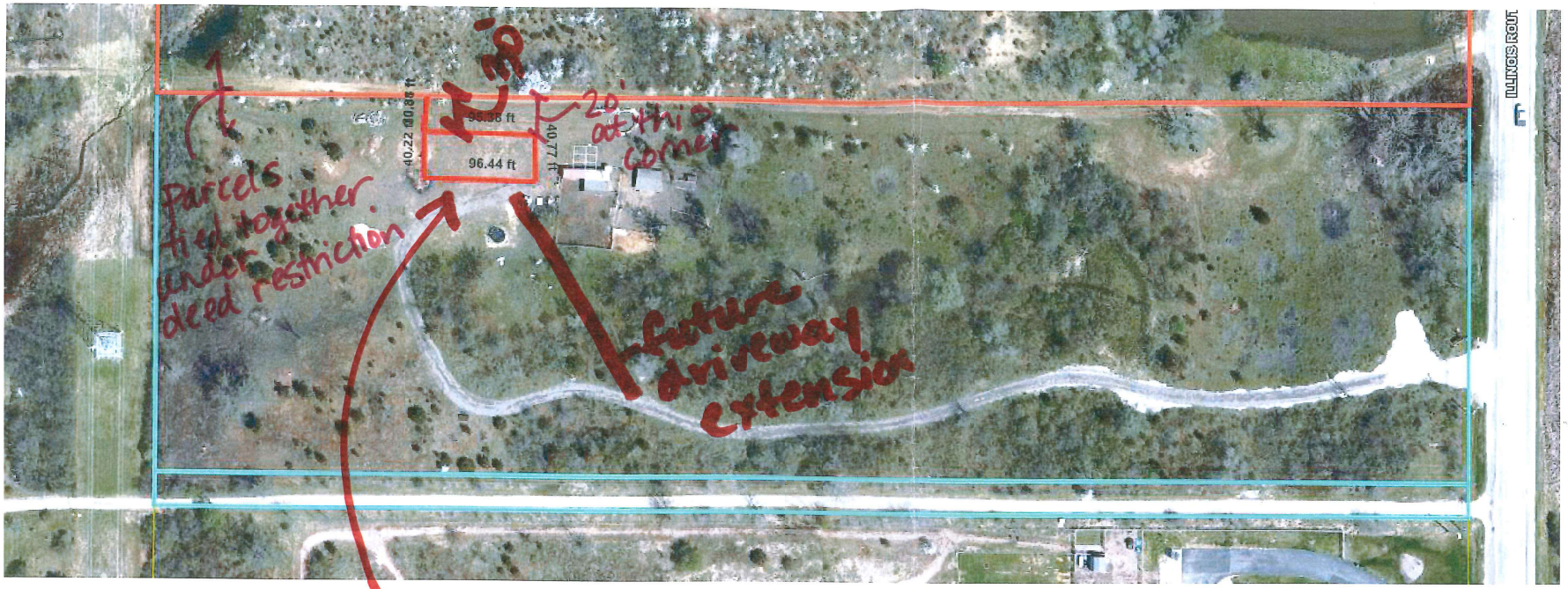
A hearing on this Zoning Application will be held on the 14th day of May 2024 at 11:00 A.M. in the County Board conference room at the McHenry County Government Center Administration Building 667 Ware Rd, Woodstock, Illinois at which time and place any person desiring to be heard may be present. The McHenry County Government Center Mailing address is 2200 N. Seminary Avenue, Woodstock, Illinois 60098.

DATED THIS 19TH DAY OF APRIL 2024.

By: Michael McNerney, MCHO
McHenry County Hearing Officer
2200 N. Seminary Avenue
Woodstock, IL 60098

Petitions for all Zoning hearings can be accessed at the following link:
www.mchenrycountyil.gov/county-government/new-meeting-portal and choosing the "Agenda" link for the specific meeting date.

Live audio streams of all Zoning hearings can be accessed at the following link:
www.mchenrycountyil.gov/county-government/new-meeting-portal and choosing the "Video" link for the specific meeting date.



OFFICIAL SITE PLAN

3/27/24 KS

RECEIVED
APR 17 2024
ZONING DIVISION

MCHENRY COUNTY PLANNING AND DEVELOPMENT
2200 N. SEMINARY AVENUE, WOODSTOCK, IL 60098
815-334-4560

Office Use Only

Petition #/Permit # 2024-027

APPLICATION FOR ZONING PETITION, ADMINISTRATIVE VARIATION OR SITE PLAN REVIEW

OWNER INFORMATION: Arellano-Brave

Name Rafael Arellano & Susana

Address 4215 S. IL Route 47

City, St, Zip Woodstock, IL 60098

Daytime Phon [redacted]

Email [redacted]

ATTORNEY or AGENT CONTACT INFORMATION (If Applicable):

Name

Address

City, St, Zip

Phone

Email

RECEIVED
APR 17 2024
ZONING DIVISION

APPLICANT (If other than owner):

Name Same

Address

City, St, Zip

Daytime Phone

Email

TRUSTEE/BENEFICIARY/OFFICERS/DIRECTORS/CONTRACT PURCHASER (please use separate page for additional information):

Name

Address

City, St, Zip

Phone

Email

PARCEL INFORMATION:

Address 13-29-200-008 4215 S. IL Route 47

City Woodstock Zip 60098

Parcel/Tax Number 13-29-200-008

Number of Acres 8.84

Applying For: (Check all that apply)	☐ Reclassification	Current Zoning: Requested Zoning:
	☐ Conditional Use & Site Plan Review	CUP Request:
	☐ Variation, Administrative ☑ Variation, Zoning	Variation Request:
	☐ Site Plan Review	Type:
	☐ Text Amendment	UDO Section(s):
	☐ Appeal	Type:

Please provide additional information on the back of this page.

To whom it may concern,

We are petitioning a ~~Zoning~~ Variance for a pole Barn being built on lot 13-29-200.008

the reason for the Variance is the East North Corner of the pole barn is 20 Feet to the North Property line. the West North Corner is 30 ft. We also own the Parcel North of the pole Barn. We ~~all~~ own all three parcels 13-~~20~~29-200-008, 13-29-200-007 and 13-29-200-002.

If you have any Futher questions, please feel Free to call me.

Rafael Arellano [redacted]

RECEIVED
APR 17 2024
ZONING DIVISION

NARRATIVE: Please use this space to explain your request in detail.

20' Ft instead of the 30' for a Backbuilding

CONSENT

I/We hereby authorize that the aforementioned applicant, attorney, and agent may act and testify on my behalf as my agent in the matter of this zoning application regarding the property listed above that is the subject of this application.

VERIFICATION

I/We hereby verify and attest to the truth and correctness of all facts, statements and information presented herein.

Owner's Signature

Rafael Arellano
Print Name

Signature

Print Name

SUBSCRIBED and SWORN to before me this 11 day of April, 2024.

NOTARY PUBLIC

LILIANA PEREZ
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 24, 2026

NARRATIVE: Please use this space to explain your request in detail.
20' Ft instead of the 30' for a Backyard new

CONSENT

I/We hereby authorize that the aforementioned applicant, attorney, and agent may act and testify on my behalf as my agent in the matter of this zoning application regarding the property listed above that is the subject of this application.

VERIFICATION

I/We hereby verify and attest to the truth and correctness of all facts, statements and information presented herein.

Owner's Signature

Print Name

Signature

Print Name

Susana Arellano-Bravo

SUBSCRIBED and SWORN to before me this 17 day of [illegible], 2024.

NOTARY PUBLIC

LILIANA PEREZ
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 24, 2026

CONSENT TO ON-SITE INSPECTION

I/We are the owners of record of the real estate which is the subject of this application. Owners of the described real estate do hereby freely and voluntarily consent to inspection of the site of the parcel in question for purposes of determining the appropriateness of the pending proposed zoning petition by the Zoning Enforcement Officer and/or designated representative, McHenry County Zoning Board of Appeals or where applicable, the McHenry County Hearing Officer, and hereby release such persons from any liability based in whole or in part on the inspection of the parcel in question. That in exchange for the above actions by the Applicant(s), McHenry County agrees that the Zoning Enforcement Officer and/or designated representative, member of the Zoning Board of Appeals or, if applicable, the McHenry County Hearing Officer, will inspect the parcel in question prior to considering the evidence presented upon the above application. In the case of Conditional Use applications, if approved by the McHenry County Board, the Zoning Enforcement Officer and/or designated representative many inspect the property periodically to ensure compliance with the adopting ordinance and any conditions therein.

ACCEPTANCE OF FEES FOR TRANSCRIPTION SERVICES

I/We, the applicant(s), verify that I/we are aware of the use of a transcription service utilized by McHenry County to prepare a record of public hearings. Applicant(s) agree to directly reimburse the Department of Planning and Development for all incurred transcript fees and associated costs for hearings before the McHenry County Zoning Board of Appeals or where applicable, the McHenry County Hearing Officer unless determined otherwise by McHenry County. The applicant(s) further recognizes failure to fully reimburse the County prior to the scheduled County Board Date will grant McHenry County the unconditional right to withhold the application from McHenry County Board action. Applicant(s) further understand that transcripts shall be retained by McHenry County as part of the permanent zoning application file.

ZONING APPLICATION INTERPRETATION

I/We understand that the McHenry County Department of Planning and Development Staff will review and evaluate this application per the text of the McHenry County Unified Development Ordinance, the Official Zoning Maps, and any relevant documentation provided by the applicant and otherwise available to the Department, and consult with other staff to create a Legal Notice and staff report.

ACCEPTANCE OF FEES FOR NOTIFICATION

I/We, the applicant(s), authorize the McHenry County Department of Planning and Development Staff to produce the Legal Notice of Public Hearing to be published and mailed per the requirements of Chapter 16.16 (Zoning Application Process) of the McHenry County Code of Ordinances. I/We agree to reimburse the County for the cost of certified mailing and publication to the newspaper, prior to a vote by the McHenry County Board, in order to meet the notification requirements for a public hearing by Illinois State Statute.

4-17-24

Owner's Signature

Rafael Arellano

Print Name

Signature

Susana Arellano-Bravo

Print Name

SUBSCRIBED and SWORN to before me this 17 day of April, 2024.

NOTARY PUBLIC

LILIANA PEREZ
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 24, 2026

Approval Standards for Variation

(McHenry County Unified Development Ordinance §16.20.020F)

This form must be completed for requests for variation. Yes and No answers are insufficient, please provide a minimum one or two sentence explanation.

1. What hardship is placed upon the property owner due to the particular surroundings, shape, or topographic conditions of the property if the strict letter of the zoning regulations were carried out? Topographical & Existing Electric Meter in place

2. How is the hardship described in question 1 unique to this property and not applicable to all properties within the same zoning district?
Facing was in place & electric

3. Other than increased monetary gain, what is the purpose of the variation?
A place for our animals to have in the winter where it has electric to help the Harsh Temp below Zero

4. Did the property owner or past owners create the difficulty or hardship that the variation seeks to relieve? NO

5. Will the variation be detrimental to the public welfare or injurious to other property or improvements in the neighborhood? NO

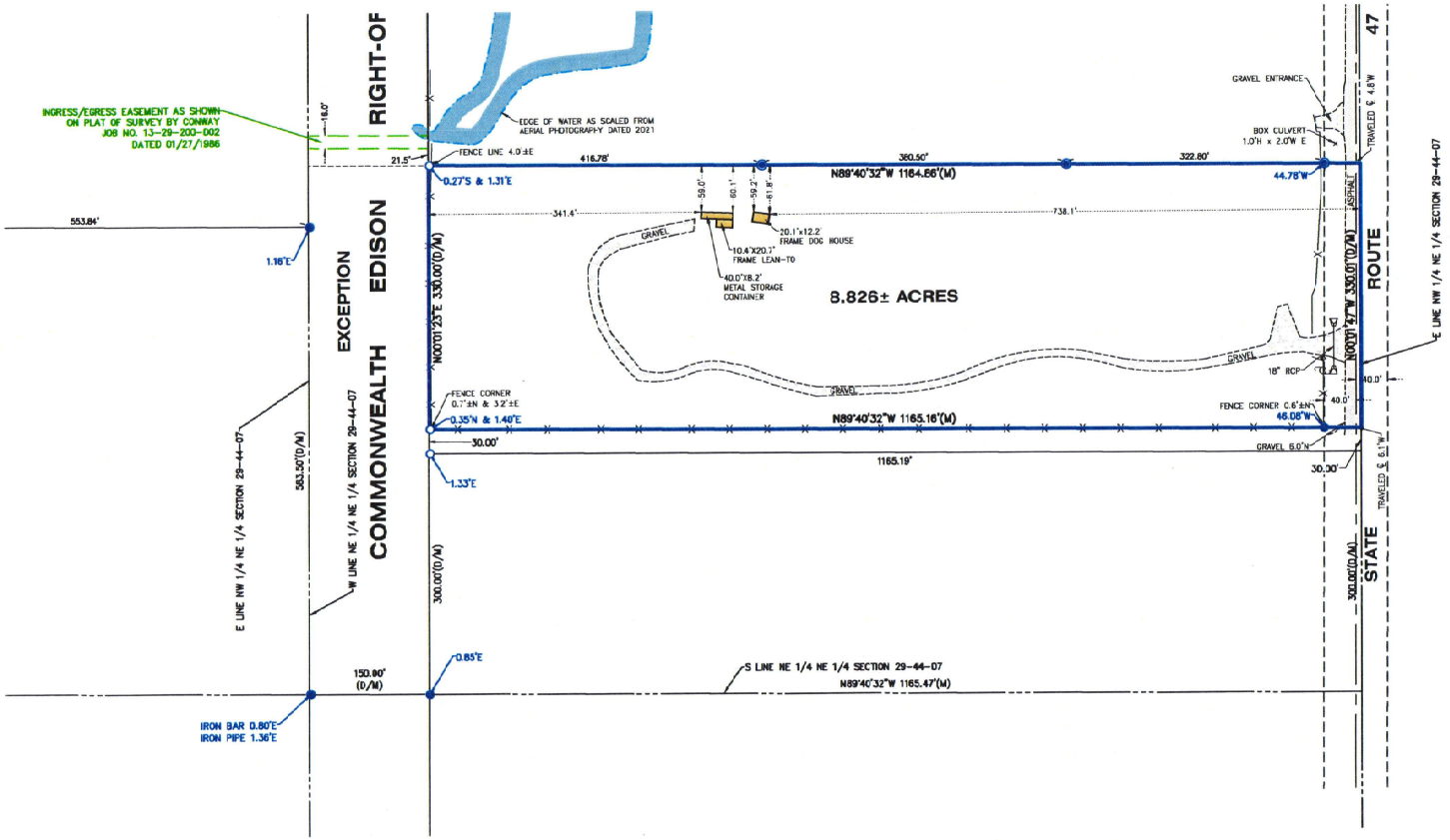
6. Will the variation: impair an adequate supply of light and air to adjacent property, increase congestion on the public streets, increase the risk of fire to adjacent property, or substantially diminish or impair property values within the neighborhood? NO

7. Will this variation confer special privilege to the property owner that is denied to other owners with property in the same zoning district? NO

Vanderstappen
Land Surveying, Inc.
www.vandersinc.com
1316 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-8310 fax 815-337-8314
"Always faithful to the property line"

PLAT OF SURVEY

The North 330.0 feet of the South 660.0 feet of the Northeast Quarter of the Northeast Quarter of Section 29, (except the West 150.0 feet thereof) in Township 44 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois.



LEGEND	
⊷	DOWN GUY
▷	FLARED END SECTION
●	FOUND IRON BAR
○	FOUND IRON PIPE
⊠	FOUND ROW MARKER
●	SET IRON BAR
Ⓣ	TELEPHONE MANHOLE
⊸	UTILITY POLE
(M)	MEASURED
(D)	DEED

100' 0' 100' 200'
SCALE: 1" = 100'

CLIENT: IQBAL SINGH
DRAWN BY: TPS CHECKED BY: APG
SCALE: 1"=100' SEC. 29 T. 44 R. 07 E.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 13-29-200-008
JOB NO.: 221254 I.D. UPD
FIELDWORK COMP.: 12/14/22 BK. ___ PG. ___
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: 190824

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.

ARTHUR P. GRITMACHER
035-003857
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
EXP. 11/30/2024
WOODSTOCK, ILLINOIS

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 12/19 A.D., 20 22.

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

By: _____
Illinois Professional Land Surveyor No. 3857

P:\PLATS\3800s\3800-3899\221254_V-221254\228254-UPD-GROUND.dwg-Layout1-12/16/2022 9:16 AM

Agenda Item No: 9f

City Council
Agenda Supplement

Meeting Date: May 7, 2024

Item: COUNTY ZONING REQUEST

4115 Doty Road
City of Woodstock, IL

Recommendation: City Council's discretion.

a) Motion to object to the proposed Conditional Use to allow for a commercial solar energy facility, directing staff to proceed with an objection to the County Hearing Officer

b) No action

Staff Contact: Elizabeth Maxwell, City Planner
Katie Rivard, Assistant City Planner

Background:

- As is customary with County Zoning requests within the City's mile and a half planning jurisdiction, the City received notice of this request.
- The subject property in question is zoned "A-1" Agriculture District and consists of approximately 20 acres. Currently, the subject property is used for farming.
- The subject property is surrounded by County zoning district "A-1" Agriculture District zoning to the north, east and west, and A1C to the south. Agricultural uses are to the north, east and west, and single-family residential to the south.
- The County's 2030 Land Use Plan identifies the subject property as Residential. The 2020 Comprehensive Plan, and the 2030 and Beyond Analysis Update supports the construction of commercial solar energy facilities within existing agricultural areas.

Request:

- The petitioners are requesting a commercial solar energy facility. The solar farm will take approximately 11 acres of the 20-acre site.

- The County requires a Conditional Use Permit for Solar Farms in the "A-1" Agriculture, "O" Office/Research, "I-1" Light Industrial and "I-2" Heavy Industrial zoning districts. The City of Crystal Lake requires a Special Use Permit in the F Farming, M-L Limited and M Manufacturing zoning districts.
- Height: The solar array will be no more than 20 feet in height at full tilt.
- Setbacks: The solar panels, structures and electrical equipment will be setback no less than 50 feet from any lot line, 50 feet from the nearest edge of the public road right-of-way, and 150 feet from the nearest point on the outside wall of any non-participating residences, which meets the County's setback requirements.
- Safety/Security: There will be an 8-foot high fence.
- Landscaping: The site will be planted with native pollinator friendly plantings.
- Per the County's UDO's Use Standards for Commercial Solar Energy Facilities, decommissioning plans shall require removal of all solar panels, electrical equipment, poles, piles, foundations, and conduits (above and below ground). Access roads, fencing, groundcover, and landscaping may remain only by agreement of property owner.
- The City of Crystal Lake requires a Special Use Permit for solar farms in the F – Farming, M-L Manufacturing Limited and M – Manufacturing zoning districts, subject to the following criteria:
    - The entire project site shall be surrounded with landscape and a fabric-wrapped chain link fence, which would screen the property from any roadways or public driveways. *The request does not specify the type of fence, and the landscape screening has not been determined.*
    - The grounds in and around the panels shall be repurposed for wildflowers or agriculture. A landscape plan is required. *The grounds will have native pollinator friendly seed mix.*
    - One ten-foot-wide paved drive shall provide access around the entire site. *There will be a 20-foot gravel access road to the interior of the site only.*
- The proposed solar farm does not meet the City's UDO requirements.
- The property is not within the Crystal Lake Watershed, and staff does not have any concerns with this request.

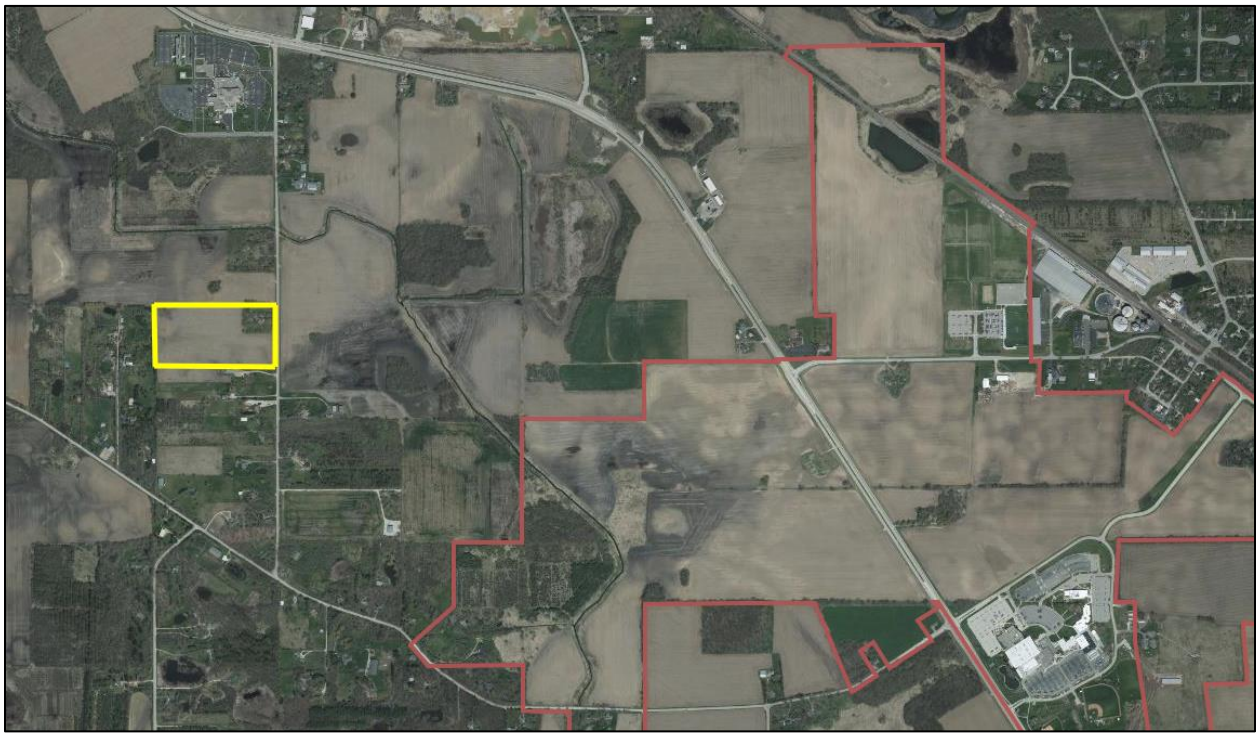
Votes Required to Pass: A simple majority.

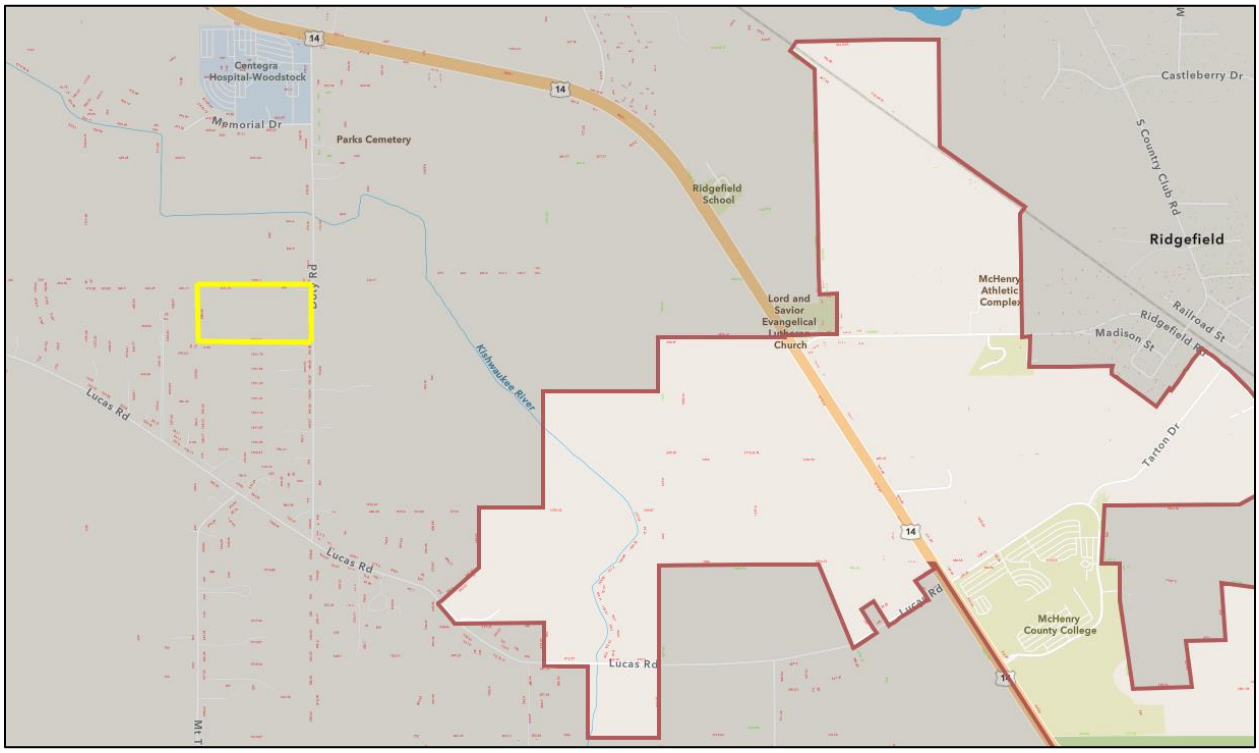
PIQ Map

4115 Doty Road, Woodstock, IL

Dorr Township

Approximately 0.5 miles outside of City Limits





McHenry County
Zoning Board of Appeals - Zoning Hearing
AGENDA

May 16, 2024, 1:30 PM
County Board Conference Room
Administration Building, 667 Ware Rd., Woodstock, IL 60098

Pages

1. CALL TO ORDER
2. ROLL CALL
3. NEW BUSINESS / PUBLIC HEARING
   - 3.1 2024-024 Doty Road Soar LLC, Dorr Twp, A1-A1C — 2
4. OLD BUSINESS
5. PUBLIC COMMENT
   Topics unrelated to public hearing - 3-minute time limit per speaker
6. ANNOUNCEMENTS
7. ADJOURNMENT

MCHENRY COUNTY PLANNING AND DEVELOPMENT
2200 N. SEMINARY AVENUE, WOODSTOCK, IL 60098
815-334-4560

Office Use Only

Petition #/Permit # 2024-024

APPLICATION FOR ZONING PETITION, ADMINISTRATIVE VARIATION OR SITE PLAN REVIEW

OWNER INFORMATION:	**ATTORNEY or AGENT CONTACT INFORMATION** (If Applicable):
Name Kolanowski Living Trust c/o Joseph and ~~Theresa Kolanowski~~	Name
Address 4115 Doty Road	Address
City, St, Zip Woodstock, IL 60098	City, St, Zip
Daytime Phone [redacted]	Phone
Email [redacted]	Email

APPLICANT (If other than owner):	**TRUSTEE/BENEFICIARY/OFFICERS/DIRECTORS/CONTRACT PURCHASER** (please use separate page for additional information):
Name Doty Road Solar, LLC	Name
Address 101 N. Wacker Drive, Suite 200	Address
City, St, Zip Chicago, IL 60606	City, St, Zip
Daytime Phone 317-760-3190	Phone
Email mkwiatkowski@nexamp.com	Email

PARCEL INFORMATION:

Address 4115 Doty Road

City Woodstock Zip 60098

Parcel/Tax Number 13-27-200-023 and 13-27-200-022

Number of Acres ~20

Applying For: (Check all that apply)	☐ Reclassification	Current Zoning: A-1 Requested Zoning: AIC
	☒ Conditional Use & Site Plan Review	CUP Request: Solar Farm
	☐ Variation, Administrative ☐ Variation, Zoning	Variation Request:
	☐ Site Plan Review	Type:
	☐ Text Amendment	UDO Section(s):
	☐ Appeal	Type:

Please provide additional information on the back of this page.

NARRATIVE: Please use this space to explain your request in detail.

See attached narrative

CONSENT

I/We hereby authorize that the aforementioned applicant, attorney, and agent may act and testify on my behalf as my agent in the matter of this zoning application regarding the property listed above that is the subject of this application.

VERIFICATION

I/We hereby verify and attest to the truth and correctness of all facts, statements and information presented herein.

Joseph C. Kolanowski
Owner's Signature

JOSEPH C. KOLANOWSKI
Print Name

Theresa A Kolanowski
Signature

Theresa A Kolanowski
Print Name

SUBSCRIBED and SWORN to before me
this 14 day of February, 2024.

Ann M. Schnulle
NOTARY PUBLIC

OFFICIAL SEAL
ANN M. SCHNULLE
Notary Public, State of Illinois
My Commission Expires 06-19-2027

NARRATIVE: Please use this space to explain your request in detail.

RECEIVED
APR - 1 2024
McHENRY COUNTY
PLANNING AND DEVELOPMENT

CONSENT

I/We hereby authorize that the aforementioned applicant, attorney, and agent may act and testify on my behalf as my agent in the matter of this zoning application regarding the property listed above that is the subject of this application.

VERIFICATION

I/We hereby verify and attest to the truth and correctness of all facts, statements and information presented herein.

Owner's Signature	***Signature***
	Chris Clark
Print Name	***Print Name***

SUBSCRIBED and SWORN to before me
this 27 day of March, 2024.

NOTARY PUBLIC

ERIN K MCCORMACK
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 01, 2030

CONSENT TO ON-SITE INSPECTION

I/We are the owners of record of the real estate which is the subject of this application. Owners of the described real estate do hereby freely and voluntarily consent to inspection of the site of the parcel in question for purposes of determining the appropriateness of the pending proposed zoning petition by the Zoning Enforcement Officer and/or designated representative, McHenry County Zoning Board of Appeals or where applicable, the McHenry County Hearing Officer, and hereby release such persons from any liability based in whole or in part on the inspection of the parcel in question. That in exchange for the above actions by the Applicant(s), McHenry County agrees that the Zoning Enforcement Officer and/or designated representative, member of the Zoning Board of Appeals or, if applicable, the McHenry County Hearing Officer, will inspect the parcel in question prior to considering the evidence presented upon the above application. In the case of Conditional Use applications, if approved by the McHenry County Board, the Zoning Enforcement Officer and/or designated representative many inspect the property periodically to ensure compliance with the adopting ordinance and any conditions therein.

ACCEPTANCE OF FEES FOR TRANSCRIPTION SERVICES

I/We, the applicant(s), verify that I/we are aware of the use of a transcription service utilized by McHenry County to prepare a record of public hearings. Applicant(s) agree to directly reimburse the Department of Planning and Development for all incurred transcript fees and associated costs for hearings before the McHenry County Zoning Board of Appeals or where applicable, the McHenry County Hearing Officer unless determined otherwise by McHenry County. The applicant(s) further recognizes failure to fully reimburse the County prior to the scheduled County Board Date will grant McHenry County the unconditional right to withhold the application from McHenry County Board action. Applicant(s) further understand that transcripts shall be retained by McHenry County as part of the permanent zoning application file.

ZONING APPLICATION INTERPRETATION

I/We understand that the McHenry County Department of Planning and Development Staff will review and evaluate this application per the text of the McHenry County Unified Development Ordinance, the Official Zoning Maps, and any relevant documentation provided by the applicant and otherwise available to the Department, and consult with other staff to create a Legal Notice and staff report.

ACCEPTANCE OF FEES FOR NOTIFICATION

I/We, the applicant(s), authorize the McHenry County Department of Planning and Development Staff to produce the Legal Notice of Public Hearing to be published and mailed per the requirements of Chapter 16.16 (Zoning Application Process) of the McHenry County Code of Ordinances. I/We agree to reimburse the County for the cost of certified mailing and publicat on to the newspaper, prior to a vote by the McHenry County Board, in order to meet the notification requirements for a public hearing by Illinois State Statute.

Joseph C. Kolanowski
Owner's Signature

JOSEPH C KOLANOWSKI
Print Name

Theresa A Kolanowski
Signature

Theresa A Kolanowski
Print Name

SUBSCRIBED and SWORN to before me
this 14 day of February, 2024.

NOTARY PUBLIC

OFFICIAL SEAL
ANN M. SCHNULLE
Notary Public, State of Illinois
My Commission Expires 06-19-2027

CONSENT TO ON-SITE INSPECTION
I/We are the owners of record of the real estate which is the subject of this application. Owners of the described real estate do hereby freely and voluntarily consent to inspection of the site of the parcel in question for purposes of determining the appropriateness of the pending proposed zoning petition by the Zoning Enforcement Officer and/or designated representative, McHenry County Zoning Board of Appeals or where applicable, the McHenry County Hearing Officer, and hereby release such persons from any liability based in whole or in part on the inspection of the parcel in question. That in exchange for the above actions by the Applicant(s), McHenry County agrees that the Zoning Enforcement Officer and/or designated representative, member of the Zoning Board of Appeals or, if applicable, the McHenry County Hearing Officer, will inspect the parcel in question prior to considering the evidence presented upon the above application. In the case of Conditional Use applications, if approved by the McHenry County Board, the Zoning Enforcement Officer and/or designated representative many inspect the property periodically to ensure compliance with the adopting ordinance and any conditions therein.

ACCEPTANCE OF FEES FOR TRANSCRIPTION SERVICES
I/We, the applicant(s), verify that I/we are aware of the use of a transcription service utilized by McHenry County to prepare a record of public hearings. Applicant(s) agree to directly reimburse the Department of Planning and Development for all incurred transcript fees and associated costs for hearings before the McHenry County Zoning Board of Appeals or where applicable, the McHenry County Hearing Officer unless determined otherwise by McHenry County. The applicant(s) further recognizes failure to fully reimburse the County prior to the scheduled County Board Date will grant McHenry County the unconditional right to withhold the application from McHenry County Board action. Applicant(s) further understand that transcripts shall be retained by McHenry County as part of the permanent zoning application file.

ZONING APPLICATION INTERPRETATION
I/We understand that the McHenry County Department of Planning and Development Staff will review and evaluate this application per the text of the McHenry County Unified Development Ordinance, the Official Zoning Maps, and any relevant documentation provided by the applicant and otherwise available to the Department, and consult with other staff to create a Legal Notice and staff report.

ACCEPTANCE OF FEES FOR NOTIFICATION
I/We, the applicant(s), authorize the McHenry County Department of Planning and Development Staff to produce the Legal Notice of Public Hearing to be published and mailed per the requirements of Chapter 16.16 (Zoning Application Process) of the McHenry County Code of Ordinances. I/We agree to reimburse the County for the cost of certified mailing and publication to the newspaper, prior to a vote by the McHenry County Board, in order to meet the notification requirements for a public hearing by Illinois State Statute.

	Signature
	Chris Clark
Owner's Signature	***Print Name***
Print Name	

SUBSCRIBED and SWORN to before me
this 27 day of March, 2024.

NOTARY PUBLIC

ERIN K MCCORMACK
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 01, 2030

Approval Standards for Conditional Use

(McHenry County Unified Development Ordinance §16.20.040E)

This form must be completed for requests for conditional use. Yes and No answers are insufficient, please provide a minimum one or two sentence explanation.

1. Please describe how the conditional use meets all applicable standards of UDO §16.56 (Use Standards) and §16.60 (Site Development Standards)?
   We believe the proposed project complies with the requirements specified in UDO §16.56, Use Standards of the McHenry County Zoning Ordinance. The proposed special use has been designed to conform with the setback and screening regulations of the AG zoning district.
2. Is the conditional use compatible with the existing or planned future development of the area? Yes, we believe it to be compatible. This is a low-density area for residential development and the site is surrounded by agriculture. The site is setback far enough and provides screening so it is not visible from road or adjacent residential.
3. Is the conditional use detrimental to or endanger the public health, safety, morals, comfort or general welfare of the area?
   Please see next page.
4. Will the conditional use be injurious to the use and enjoyment of other property in the area?
   Please see next page.
5. Will the conditional use substantially diminish and impair property value in the area?
   Please see next page.
6. Are adequate utilities, access roads, drainage, and other necessary facilities provided?
   Please see next page.
7. Has conditional use operation been designed to provide ingress and egress to minimize traffic congestion and hazard on the public streets?
   Please see next page.
8. Will the conditional use conform to the applicable standards of the underlying zoning district?
   Yes, it will conform.
9. Will the conditional use be reasonably in the interest of the public welfare?
   Yes, it will be a quiet use once it is in operation, setback from public roads and will not generate traffic or any other impact to public services. Local residents will be able to subscribe to the solar garden and receive 15% credit towards their electric bill.
10. Will there be adequate measures taken to provide protection to groundwater recharge and groundwater quality?
    Yes, we will be planting native species and pollinators which increase groundwater infiltration and help stabilize the soil, especially compared to normal agricultural practices.

Approval Standards for Conditional Use

(McHenry County Unified Development Ordinance §16.20.040E)

3. Is the conditional use detrimental to or endanger the public health, safety, morals, comfort or general welfare of the area?

   The proposed project contains equipment that has been tested for toxicity and impacts to public health and safety. The modules proposed for this project do not pose a material risk of toxicity. The entire solar array will be secured with a minimum height of 6 feet and no more than 8 feet farm fence to provide safety and prevent unintended access to the project area. Of all the components, the inverter generates the most noise, which is comparable to household appliances. Additionally, the solar array is setback from nearby properties according to the County ordinance. As such, it is not anticipated to affect the public's comfort or welfare. There will be no lighting, odors, fumes, dust, or vibration generated from the operation of the solar facility.

4. Will the conditional use be injurious to the use and enjoyment of other property in the area?

   The proposed project will not be injurious to the use and enjoyment of other property in the immediate vicinity. The proposed special use will be a passive and quiet development that will not generate substantial noise, traffic, or activity. Once operational, the project is not anticipated to require additional development or construction. For these reasons, the establishment of this special use will not present any adverse impacts to the other neighboring properties.

5. Will the conditional use substantially diminish and impair property value in the area?

   Although solar facilities are relatively new to Illinois, there is significant research showing solar farms do not materially impact property values of adjacent properties. There are various publicly available studies conducted by consulting firms such as Cohn-Reznick which conclude that properties adjacent to solar projects have not experienced consistent negative impacts on property values. Further, Nexamp has consulted with a certified general appraiser for other projects in the state, who concluded there is no available market data indicating that solar projects have a negative impact on nearby property values.

6. Are adequate utilities, access roads, drainage, and other necessary facilities provided?

   Adequate utilities, access drive, drainage, and/or other necessary facilities are available or will not be necessary to serve the proposed use. Generally, the proposed solar development does not require access to utilities such as natural gas, water or sanitary sewer. The routing of the electrical infrastructure required to connect to the ComEd electric system is shown on the enclosed plans. The project will be required to maintain current drainage patterns with design considerations or stormwater management.

7. Has conditional use operation been designed to provide ingress and egress to minimize traffic congestion and hazard on the public streets?

   The proposed access point will be designed and constructed as required by the County Highway and IDOT to minimize traffic impacts on public streets. During construction, impacts to roads will be minimal as oversize truck loads will be not necessary. During operation, the facility will generate very little traffic as there will only be several scheduled on-site maintenance-related visits per year.

MCHENRY COUNTY PLANNING AND DEVELOPMENT
2200 N. SEMINARY AVENUE, WOODSTOCK, IL 60098
815-334-4560

Office Use Only

Petition #/Permit # _____

CORPORATE DISCLOSURE

Applications shall be brought in the name of the record title owner or the owner(s) of the beneficial interest through authorized agents. If application is made by a corporation or partnership for any zoning map amendment, variation, or conditional use permit, the application and notice shall identify the names and addresses of all officers and directors and all shareholders/stockholders owning an interest in excess of seven and one-half percent (7.5%)

If an owner, officer, director, shareholder/stockholder is another legal entity and not an individual, we require the same information (name, title, address) for that entity.

Name of Entity: Nexamp Capital, LLC

Name	Title (officers, directors, shareholders/stockholders)	Address (address, city, state, zip)	Percent of ownership interest
See attached			

Please attach additional information, if needed.

*Extracted from Title 16: Unified Development Ordinance §16.16.020 §§ A1-4 (2014).

RECEIVED
APR - 1 2024
McHENRY COUNTY
PLANNING AND DEVELOPMENT

Applicant Information

Nexamp Capital, LLC a Delaware Limited Liability Company registered to do business in Illinois.

Officers and Directors:

Zaid A. Ashai, President - 101 Summer Street, Flr 2, Boston, MA 02110,

John Murphy, Senior Vice President - 101 Summer Street, Flr 2, Boston, MA 02110,

Chris Clark, Senior Vice President - 101 Summer Street, Flr 2, Boston, MA 02110,

Will Thompson, Senior Vice President - 101 Summer Street, Flr 2, Boston, MA 02110,

Peter Tawczynski, Treasurer - 101 Summer Street, Flr 2, Boston, MA 02110,

Kamran Idrees, Secretary - 101 Summer Street, Flr 2, Boston, MA 02110

Main Office: 101 Summer Street, Flr 2, Boston, MA 02110

MCHENRY COUNTY PLANNING AND DEVELOPMENT
2200 N. SEMINARY AVENUE, WOODSTOCK, IL 60098
815-334-4560

Office Use Only

Petition #/Permit # _____

DBA (Doing Business As...) DISCLOSURE

Applications shall be brought in the name of the record title owner or the owner(s) of the beneficial interest through authorized agents. If the applicant or the owner that he/she represents is a business or entity doing business under an assumed name, the name and ***residence*** of all true and actual owners of such business or entity.

If an owner, officer, director, shareholder/stockholder is another legal entity and not an individual, we require the same information (name, title, address) for that entity.

Name of Entity: See Attached

Name	**Title (officers, directors, shareholders/stockholders)**	**Residence (address, city, state, zip)**	**Percent of ownership interest**
See Attached			

Please attach additional information, if needed.

*Extracted from Title 16: Unified Development Ordinance §16.16.030 §§ B.3.h & C.3.i (2014).

Applicant Information



Doty Road Solar, LLC a Delaware Limited Liability Company registered to do business in Illinois.

Officers and Directors:

Zaid A. Ashai, President - 101 Summer Street, Flr 2, Boston, MA 02110,

John Murphy, Senior Vice President - 101 Summer Street, Flr 2, Boston, MA 02110,

Chris Clark, Senior Vice President - 101 Summer Street, Flr 2, Boston, MA 02110,

Will Thompson, Senior Vice President - 101 Summer Street, Flr 2, Boston, MA 02110,

Peter Tawczynski, Treasurer - 101 Summer Street, Flr 2, Boston, MA 02110,

Kamran Idrees, Secretary - 101 Summer Street, Flr 2, Boston, MA 02110

Main Office: 101 Summer Street, Flr 2, Boston, MA 02110

MCHENRY COUNTY PLANNING AND DEVELOPMENT
2200 N. SEMINARY AVENUE, WOODSTOCK, IL 60098
815-334-4560

Office Use Only

Petition #/Permit # 2024-024

LAND TRUST BENEFICIAL DISCLOSURE

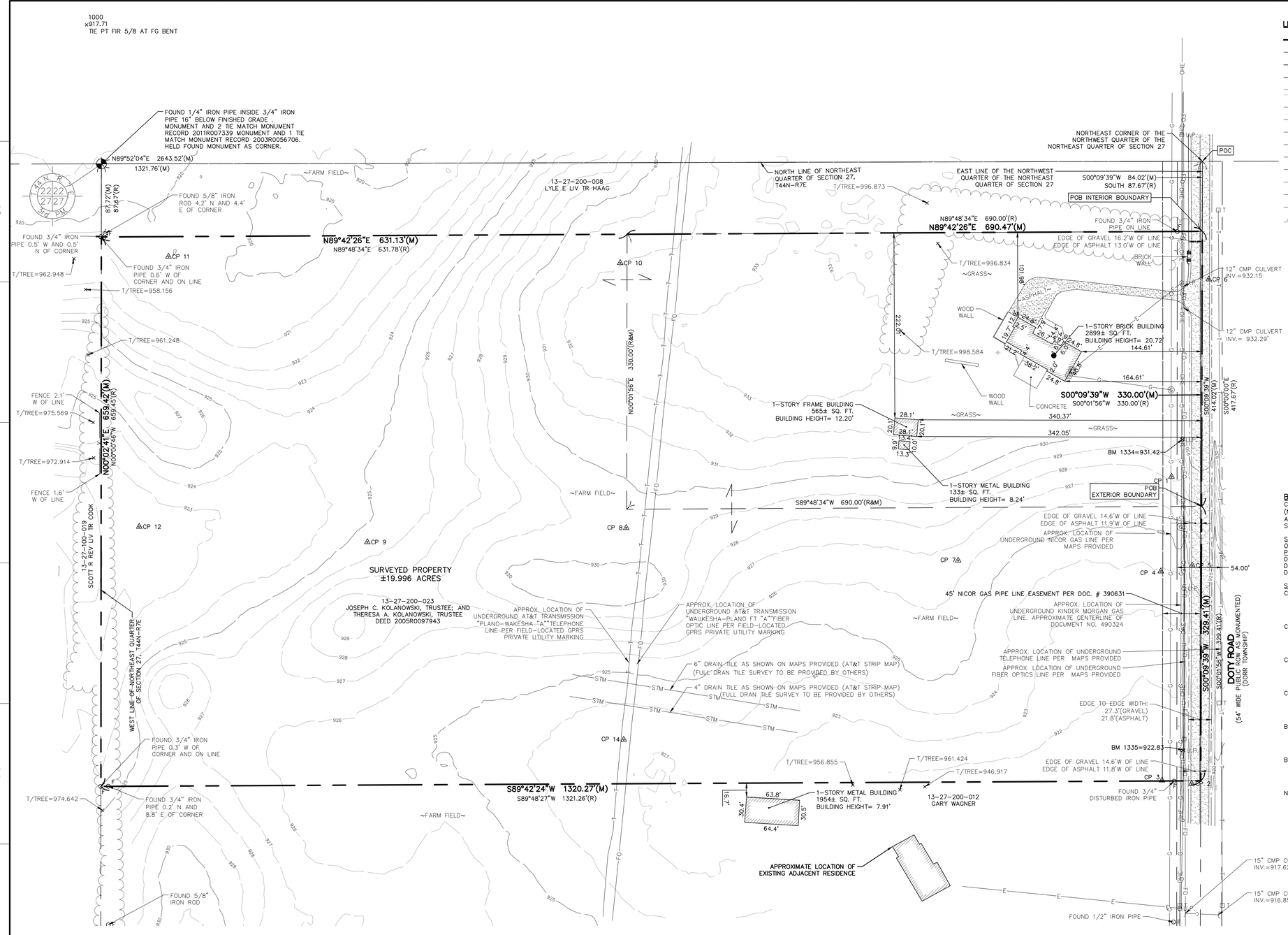
Applications shall be brought in the name of the record title owner or the owner(s) of the beneficial interest through authorized agents. If application is made by the trustee or beneficiary of any land trust for any zoning map amendment, variation, or conditional use permit, the application and notice shall identify each beneficiary of such land trust by name and address and define his/her interest. All applications shall be verified by the applicant in the applicant's capacity as trustee or by the beneficiary(s) as a beneficial owner(s) of an interest in such land trust.

If a beneficiary of any land trust is another legal entity and not an individual, we require the same information (name, title, address) for that entity.

Name of Entity:	Kolanowski Living Trust		
Name	**Title (officers, directors, shareholders/stockholders)**	**Address (address, city, state, zip)**	**Percent of ownership interest**
Joseph C. Kolanowski	trustee	4115 Doty Rd, Woodstock, IL 60098	
Theresa A. Kolanowski	trustee	same	

Please attach additional information, if needed.

*Extracted from Title 16: Unified Development Ordinance §16.16.030 §§ A1-4 (2014).



LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY INTERIOR/ADJACENT LINE
- EXISTING EASEMENT LINE
- EXISTING CONTOUR
- EXISTING STORM SEWER
- EXISTING UNDERGROUND GAS
- EXISTING UNDERGROUND TELEPHONE
- EXISTING UNDERGROUND FIBER OPTIC
- EXISTING UTILITY UNSPECIFIED
- EXISTING UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING FENCE
- EXISTING EDGE OF GRAVEL
- EXISTING VEGETATION LINE
- SECTION CORNER
- FOUND SURVEY MONUMENT
- SURVEY MONUMENT TO BE SET
- EXISTING FLARED END SECTION
- EXISTING WELL
- EXISTING GAS VALVE
- EXISTING FIBER HANDHOLE
- EXISTING UNDERGROUND FIBEROPTIC MARKER
- EXISTING TELEPHONE RISER
- EXISTING UNDERGROUND TELEPHONE MARKER
- EXISTING AIR CONDITIONING UNIT
- EXISTING ELECTRIC METER
- EXISTING UTILITY POLE
- EXISTING MAILBOX
- EXISTING ASPHALT
- EXISTING BUILDING

BENCHMARKS AND CONTROL:

COORDINATES SHOWN HEREON ARE PER ILLINOIS STATE PLANE EAST ZONE (NAD83) 2011 ADJUSTMENT, IN US SURVEY FEET. ELEVATIONS SHOWN HEREON ARE PER NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) IN US SURVEY FEET.

SOURCE BENCHMARK
OPUS SOLUTION ON POINT 1 USING THE FOLLOWING CORS BASE STATIONS:

PID	DESIGNATION
DI1663	DP5A HANOVER PARK COOP CORS ARP
DM5964	DP6B WOOD DALE 2 CORS ARP
DG9095	KAR2 KARA CO 2 COOP CORS ARP

SITE CONTROL POINTS:

CP 1: SET 5/8" IRON ROD WITH ATWELL CAP
NORTHING: 2040441.15
EASTING: 966482.20
ELEVATION: 928.22

CP 2: SET MAG NAIL AT FINISHED GRADE
NORTHING: 2040072.66
EASTING: 966506.40
ELEVATION: 921.61

CP 5: SET MAG NAIL AT FINISHED GRADE
NORTHING: 2040334.55
EASTING: 966507.06
ELEVATION: 925.69

CP 6: SET MAG NAIL AT FINISHED GRADE
NORTHING: 2040677.99
EASTING: 966526.93
ELEVATION: 933.92

BM 1334: TOP OF SET COTTON SPINDLE IN EAST FACE OF UTILITY POLE
NORTHING: 2040485.9
EASTING: 966495.3
ELEVATION: 931.42

BM 1335: TOP OF SET COTTON SPINDLE IN EAST FACE OF UTILITY POLE
NORTHING: 2040112.9
EASTING: 966496.2
ELEVATION: 922.83

NOTE: CONTROL POINTS 3, 4, 7-12, & 14 ARE TEMPORARY CONTROL POINTS USED FOR AERIAL TOPOGRAPHIC DATA COLLECTION.

GENERAL NOTES

1. COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
2. THE INTENDED PLOT SIZE FOR THIS SHEET IS 24"X36", RESPECTIVELY NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
3. UTILITIES SHOWN HEREON ARE BY VISIBLE LOCATION OF ABOVE GROUND STRUCTURES, MARKS IN FIELD AND PROVIDED MAPS. UNDERGROUND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON.
4. CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
5. INITIAL FIELD WORK COMPLETED ON 11/28/2023, SUBSEQUENT FIELD WORK COMPLETED ON 01/18/2024.

LEGAL DESCRIPTION PER STEWART TITLE GUARANTY COMPANY COMMITMENT NO. 23000030650.

COMMITMENT DATE: JULY 17, 2023

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27, SAID POINT BEING 87.67 FEET SOUTH OF (AS MEASUED ALONG SAID EAST LINE), THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 01 MINUTES 56 SECONDS WEST ALONG SAID EAST LINE, 330.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 34 SECONDS WEST, 690.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 56 SECONDS EAST, 330.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 34 SECONDS EAST, 690.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS;
ALSO,
THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27, SAID POINT BEING 417.67 FEET SOUTH OF (AS MEASURED ALONG SAID EAST LINE), THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 01 MINIUTES 56 SECONDS WEST ALONG SAID EAST LINE, 329.41 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 27 SECONDS WEST, 1321.26 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE NORTH 00 DEGREES 00 MINUTES 46 SECONDS WEST, ALONG THE LAST MENTIONED WEST LINE, 659.45 FEET TO A POINT WHICH IS 87.67 FEET SOUTH OF (AS MEASUED ALONG SAID WEST LINE), THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE NORTH 89 DEGREES 48 MINUTES 34 SECONDS EAST, ALONG A LINE 87.67 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 631.78 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 56 SECONDS WEST, 330.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 34 SECONDS EAST, 690.00 FEET TO A POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

0 30 60
1" = 60 FEET

811 Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT © 2024 ATWELL LLC NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	2/19/24
B	CLIENT REVIEW SET	2/29/24
C	COUNTY COMMENTS	3/29/24

P.E. seal/Consultant:

Project:
DOTY ROAD SOLAR, LLC
SPECIAL USE PERMIT PLANS
4115 DOTY ROAD
WOODSTOCK, ILLINOIS 60098

Drawing Title:
EXISTING CONDITIONS PLAN

Drawn by: CMP/LEH | Scale: As Noted | Approved by: MBK

Dwg No: C-100 | Size: D | Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. and Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, inc.

CAD FILE: 230052870-100-EC.DWG

DOTY ROAD SOLAR, LLC

A 1.8 MW (AC) GROUND-MOUNTED SOLAR POWER GENERATING FACILITY

4115 DOTY ROAD
WOODSTOCK, DORR TOWNSHIP, MCHENRY COUNTY, ILLINOIS 60098

SPECIAL USE PERMIT PLANS

DEVELOPMENT TEAM

APPLICANT/CONTRACTOR
DOTY ROAD SOLAR, LLC
101 N. WACKER DRIVE, SUITE 200
CHICAGO, IL 60606
CONTACT: MATT KWIATKOWSKI

OWNER
NEXAMP, INC.
101 SUMMER STREET, THIRD FLOOR
BOSTON, MA 02110
PHONE: (847) 212-1585

CIVIL ENGINEER/LANDSCAPE ARCHITECT/SURVEYOR
ATWELL, LLC
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
PHONE: (630) 577-0800
FAX: (630) 577-0900
CONTACT: MICHAEL KEITH, P.E.

GOVERNING AGENCIES CONTACTS

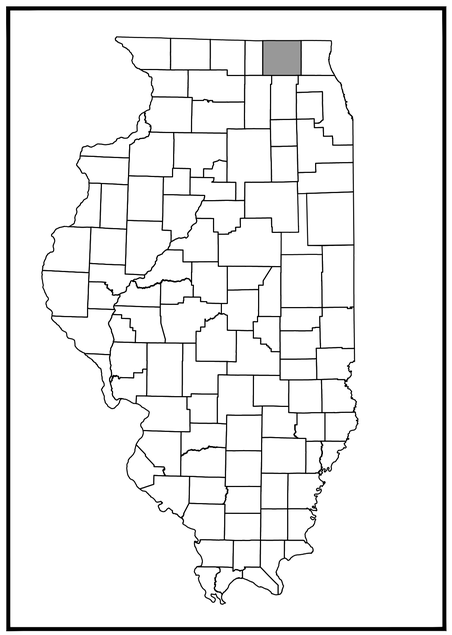
MUNICIPALITY
MCHENRY COUNTY PLANNING AND DEVELOPMENT DEPARTMENT
2200 NORTH SEMINARY AVENUE
WOODSTOCK, IL 60098
PHONE: (815) 334-4561
CONTACT: KIM SCHARLOW, PLANNER

DORR TOWNSHIP ROAD DISTRICT
12322 DAVIS ROAD
WOODSTOCK, IL 60098
PHONE: (815) 338-1060
CONTACT: JOHN FULLER, HIGHWAY COMMISSIONER

SOIL AND WATER CONSERVATION DISTRICT
MCHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT
1648 S. EASTWOOD DRIVE
WOODSTOCK, IL 60098
PHONE: (815) 338-0444 x3

SHEET INDEX

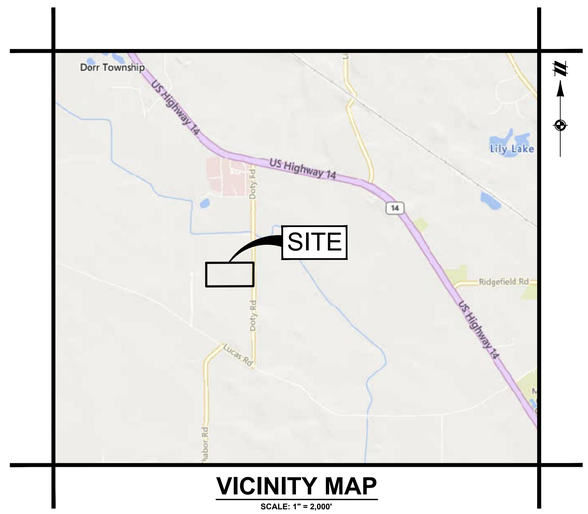
C-000 COVER SHEET
C-100 EXISTING CONDITIONS PLAN
C-200 SITE LAYOUT PLAN
C-300 GRADING PLAN
C-400 LANDSCAPE PLAN
C-500 DETAILS



ILLINOIS
NOT TO SCALE



MCHENRY COUNTY
NOT TO SCALE



VICINITY MAP
SCALE: 1" = 2,000'

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	2/19/24
B	CLIENT REVIEW SET	2/29/24
C	COUNTY COMMENTS	3/29/24	

P.E. seal/Consultant:

Project:
DOTY ROAD SOLAR, LLC
SPECIAL USE PERMIT PLANS
4115 DOTY ROAD
WOODSTOCK, ILLINOIS 60098

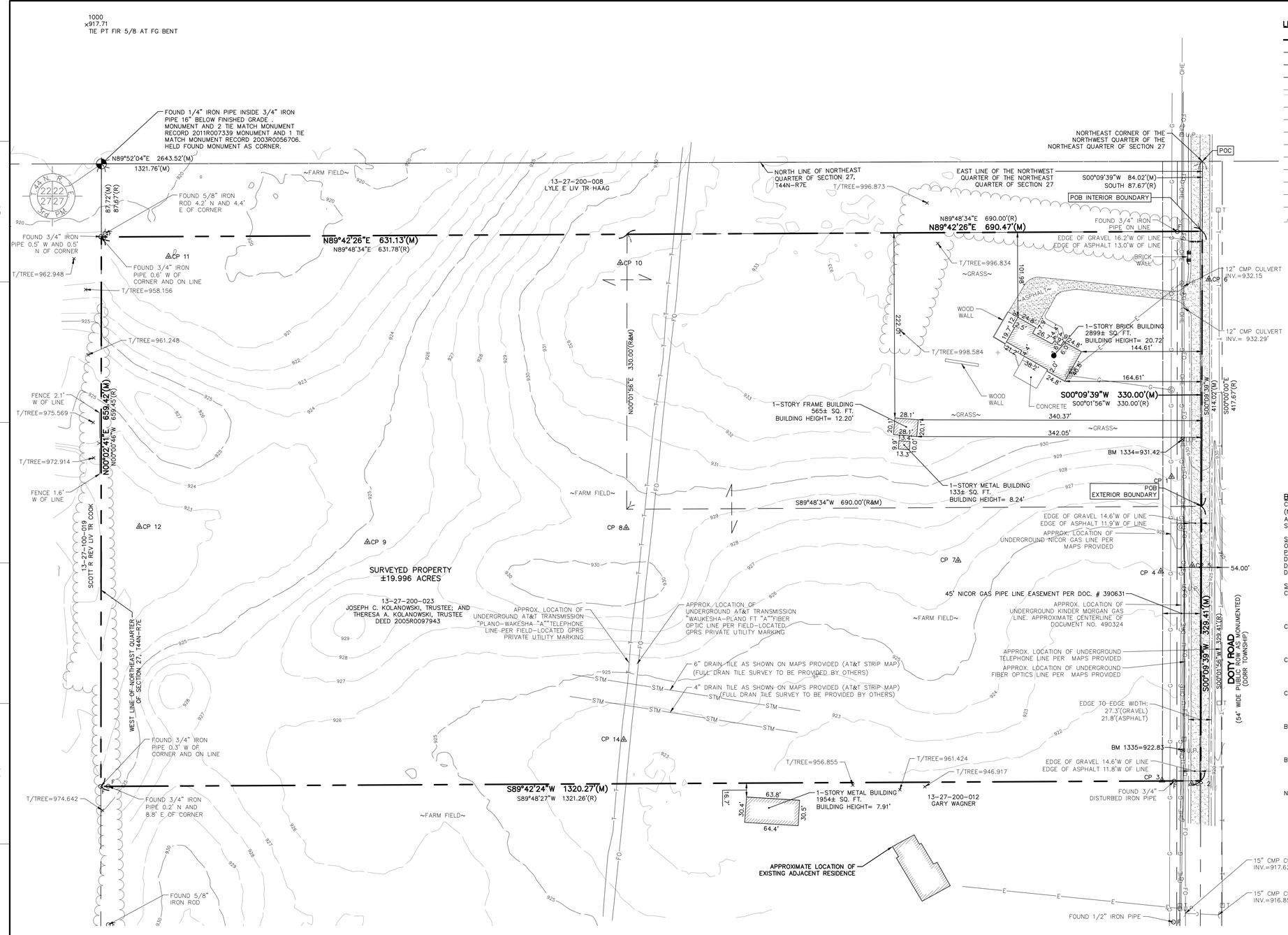
Drawing Title:
COVER SHEET

Drawn by: CMP/LEH | Scale: As Noted | Approved by: MBK

Dwg No: C-000 | Size: D | Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc.and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, inc.

CAD FILE: 23005287C-000-CV.DWG



LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY INTERIOR/ADJACENT LINE
- EXISTING EASEMENT LINE
- EXISTING CONTOUR
- EXISTING STORM SEWER
- EXISTING UNDERGROUND GAS
- EXISTING UNDERGROUND TELEPHONE
- EXISTING UNDERGROUND FIBER OPTIC
- EXISTING UTILITY UNSPECIFIED
- EXISTING UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING FENCE
- EXISTING EDGE OF GRAVEL
- EXISTING VEGETATION LINE
- SECTION CORNER
- FOUND SURVEY MONUMENT
- SURVEY MONUMENT TO BE SET
- EXISTING FLARED END SECTION
- EXISTING WELL
- EXISTING GAS VALVE
- EXISTING FIBER HANDHOLE
- EXISTING UNDERGROUND FIBEROPTIC MARKER
- EXISTING TELEPHONE RISER
- EXISTING UNDERGROUND TELEPHONE MARKER
- EXISTING AIR CONDITIONING UNIT
- EXISTING ELECTRIC METER
- EXISTING UTILITY POLE
- EXISTING MAILBOX
- EXISTING ASPHALT
- EXISTING BUILDING

BENCHMARKS AND CONTROL:

COORDINATES SHOWN HEREON ARE PER ILLINOIS STATE PLANE EAST ZONE (NAD83) 2011 ADJUSTMENT, IN US SURVEY FEET. ELEVATIONS SHOWN HEREON ARE PER NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) IN US SURVEY FEET.

SOURCE BENCHMARK
OPUS SOLUTION ON POINT 1 USING THE FOLLOWING CORS BASE STATIONS:

PID	DESIGNATION
DI1663	DP5A HANOVER PARK COOP CORS ARP
DM5964	DP6B WOOD DALE 2 CORS ARP
DG9095	KAR2 KARA CO 2 COOP CORS ARP

SITE CONTROL POINTS:

CP 1: SET 5/8" IRON ROD WITH ATWELL CAP
NORTHING: 2040441.15
EASTING: 966482.20
ELEVATION: 928.22

CP 2: SET MAG NAIL AT FINISHED GRADE
NORTHING: 2040072.66
EASTING: 966506.40
ELEVATION: 921.61

CP 5: SET MAG NAIL AT FINISHED GRADE
NORTHING: 2040334.55
EASTING: 966507.06
ELEVATION: 925.69

CP 6: SET MAG NAIL AT FINISHED GRADE
NORTHING: 2040677.99
EASTING: 966526.93
ELEVATION: 933.92

BM 1334: TOP OF SET COTTON SPINDLE IN EAST FACE OF UTILITY POLE
NORTHING: 2040485.9
EASTING: 966495.3
ELEVATION: 931.42

BM 1335: TOP OF SET COTTON SPINDLE IN EAST FACE OF UTILITY POLE
NORTHING: 2040112.9
EASTING: 966496.2
ELEVATION: 922.83

NOTE: CONTROL POINTS 3, 4, 7-12, & 14 ARE TEMPORARY CONTROL POINTS USED FOR AERIAL TOPOGRAPHIC DATA COLLECTION.

GENERAL NOTES

1. COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
2. THE INTENDED PLOT SIZE FOR THIS SHEET IS 24"X36", RESPECTIVELY NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
3. UTILITIES SHOWN HEREON ARE BY VISIBLE LOCATION OF ABOVE GROUND STRUCTURES, MARKS IN FIELD AND PROVIDED MAPS. UNDERGROUND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON.
4. CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
5. INITIAL FIELD WORK COMPLETED ON 11/28/2023, SUBSEQUENT FIELD WORK COMPLETED ON 01/18/2024.

LEGAL DESCRIPTION PER STEWART TITLE GUARANTY COMPANY COMMITMENT NO. 23000030650.

COMMITMENT DATE: JULY 17, 2023

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27, SAID POINT BEING 87.67 FEET SOUTH OF (AS MEASUED ALONG SAID EAST LINE), THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 01 MINUTES 56 SECONDS WEST ALONG SAID EAST LINE, 330.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 34 SECONDS WEST, 690.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 56 SECONDS EAST, 330.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 34 SECONDS EAST, 690.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS;
ALSO,
THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27, SAID POINT BEING 417.67 FEET SOUTH OF (AS MEASURED ALONG SAID EAST LINE), THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 01 MINIUTES 56 SECONDS WEST ALONG SAID EAST LINE, 329.41 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 27 SECONDS WEST, 1321.26 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE NORTH 00 DEGREES 00 MINUTES 46 SECONDS WEST, ALONG THE LAST MENTIONED WEST LINE, 659.45 FEET TO A POINT WHICH IS 87.67 FEET SOUTH OF (AS MEASUED ALONG SAID WEST LINE), THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE NORTH 89 DEGREES 48 MINUTES 34 SECONDS EAST, ALONG A LINE 87.67 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 631.78 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 56 SECONDS WEST, 330.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 34 SECONDS EAST, 690.00 FEET TO A POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

0 30 60
1" = 60 FEET

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	2/19/24
B	CLIENT REVIEW SET	2/29/24
C	COUNTY COMMENTS	3/29/24

P.E. seal/Consultant:

Project:
DOTY ROAD SOLAR, LLC
SPECIAL USE PERMIT PLANS
4115 DOTY ROAD
WOODSTOCK, ILLINOIS 60098

Drawing Title:
EXISTING CONDITIONS PLAN

Drawn by: CMP/LEH | Scale: As Noted | Approved by: MBK

Dwg No: C-100 | Size: D | Sheet Rev: C

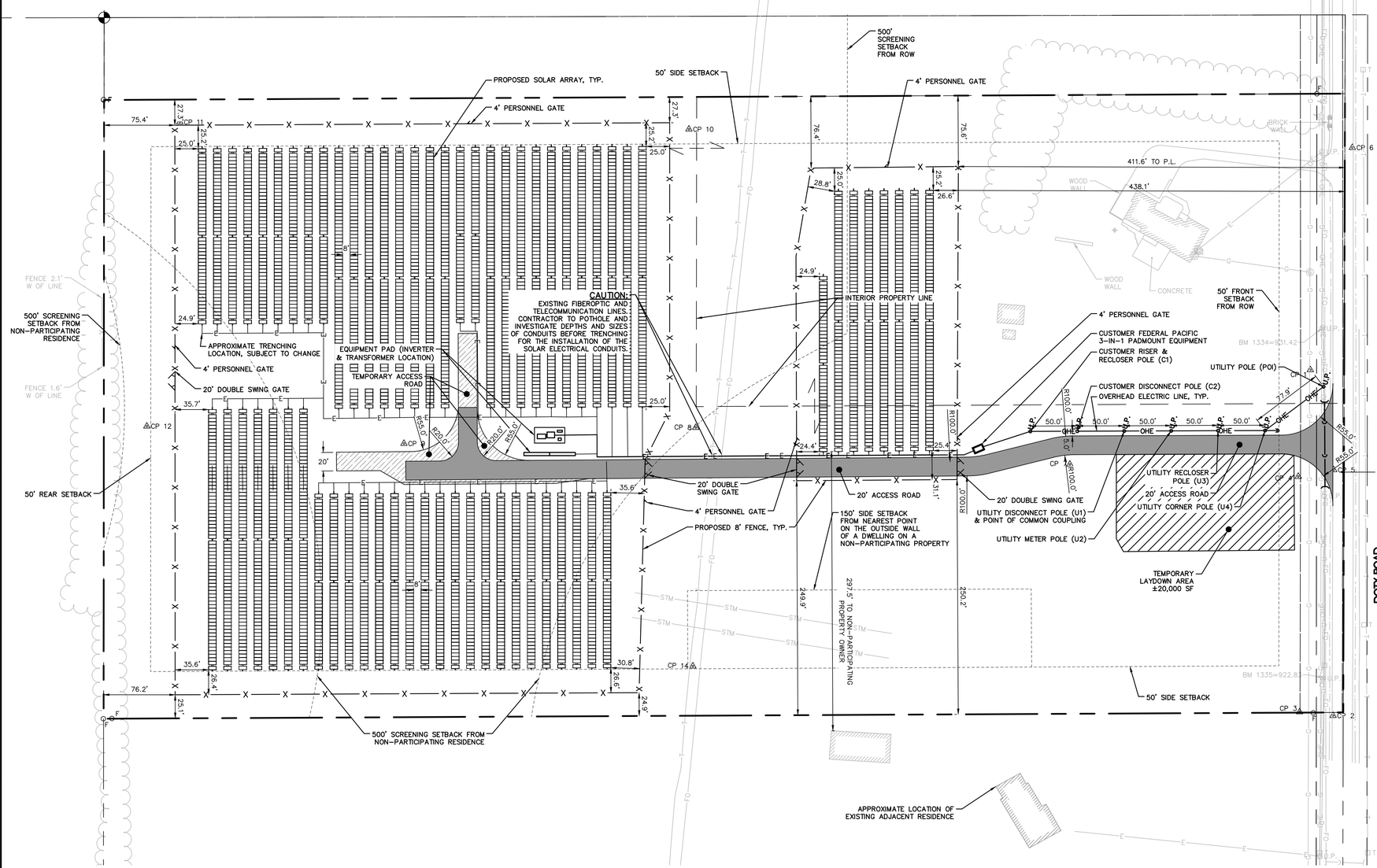
811 Know what's below. Call before you dig.
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT ©2024 ATWELL LLC NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. and Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, inc.

CAD FILE: 230052870-100-EC.DWG



LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY INTERIOR/ADJACENT LINE
- EXISTING EASEMENT LINE
- EXISTING STORM SEWER
- PROPOSED STORM
- EXISTING UNDERGROUND GAS
- EXISTING UNDERGROUND TELEPHONE
- EXISTING UNDERGROUND FIBER OPTIC
- EXISTING UTILITY UNSPECIFIED
- EXISTING UNDERGROUND ELECTRIC
- PROPOSED UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- PROPOSED UNDERGROUND ELECTRIC
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING EDGE OF GRAVEL
- EXISTING VEGETATION LINE
- PROPOSED PERMANENT GRAVEL (19,213 ± SF)
- PROPOSED TEMPORARY GRAVEL (5,524 ± SF)

SITE DATA

PIN:	13-27-200-022 AND 13-20-200-023
JURISDICTION:	DORR TOWNSHIP, MCHENRY COUNTY
ZONING DISTRICT:	A-1 (AGRICULTURAL DISTRICT)
CURRENT LAND USE:	FARM LAND
PARCEL AREA:	± 20.00 ACRES
LIMITS OF DISTURBANCE:	± 13.4 ACRES
FENCED AREA:	± 8.5 ACRES
PROPOSED IMPERVIOUS AREA:	± 0.53
FEMA FLOOD HAZARD:	ZONE X PER FIRM MAP #17111C0200J DATED 11/16/2006

SOLAR ZONING SETBACKS	REQUIRED	PROPOSED
FRONT (EAST):	50'	412'
SIDE (NORTH):	50'	52'
SIDE (SOUTH):	50'/150'	52'/297'
REAR (WEST):	50'	100'

SETBACK REQUIREMENTS ARE FOR SOLAR PANELS AND EQUIPMENT PADS. LANDSCAPING AND FENCES HAVE A 0' SETBACK REQUIREMENT.

HEIGHT RESTRICTIONS: NO STRUCTURE, EXCLUDING POWER LINES FOR INTERCONNECTION, MAY EXCEED TWENTY (20) FEET IN HEIGHT. POWER LINE SHALL BE PLACED UNDERGROUND TO THE MAXIMUM EXTENT POSSIBLE.

GENERAL NOTES

1. THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS. THE CONTRACTOR SHALL ALSO PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER AND ARCHITECT AS REQUIRED.
2. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AND ALL CONSTRUCTION MEANS AND METHODS.
3. LIMITS OF WORK SHALL BE EROSION CONTROL BARRIERS AS INDICATED ON DRAWINGS.
4. ANY ALTERATION TO THESE DRAWINGS MADE IN THE FIELD DURING CONSTRUCTION SHALL BE RECORDED BY THE CONTRACTOR ON RECORD DOCUMENTS.
5. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
6. EXISTING TREES AND SHRUBS OUTSIDE THE FENCE LINE SHALL NOT BE CLEARED, UNLESS OTHERWISE NOTED. ALL EXISTING VEGETATION INSIDE FENCE LINE SHALL BE CLEARED AND GRUBBED.
7. FOR DRAWING LEGIBILITY, ALL EXISTING TOPOGRAPHIC FEATURES, EXISTING UTILITIES, PROPERTY BOUNDARIES, EASEMENTS, ETC. MAY NOT BE SHOWN ON ALL DRAWINGS. REFER TO ALL REFERENCED DRAWINGS AND OTHER DRAWINGS IN THIS SET FOR ADDITIONAL INFORMATION.

ZONING DISTRICT:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH CONDITIONS THAT MAY BE PROMULGATED BY THE **MCHENRY COUNTY PLANNING DEPARTMENT, COUNTY SOIL AND WATER CONSERVATION DISTRICT, AND MUNICIPAL AGENCIES.**
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING, SECURING AND COMPLIANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT, AS ADMINISTERED BY THE STATE ENVIRONMENTAL PROTECTION AGENCY.

LAYOUT AND MATERIALS NOTES:

1. ALL LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
2. CONTRACTOR SHALL REPORT SIGNIFICANT CONFLICTS TO THE OWNER AND THE ENGINEER FOR RESOLUTION.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN SITE PLAN DIMENSIONS AND BUILDING PLANS BEFORE PROCEEDING WITH ANY PORTION OF SITE WORK WHICH MAY BE AFFECTED SO THAT PROPER ADJUSTMENTS TO THE SITE LAYOUT CAN BE MADE IF NECESSARY.
4. PROTECT EXISTING PROPERTY MONUMENTS AND ABUTTING PROPERTIES DURING CONSTRUCTION ACTIVITIES.

811 Know what's **below.** **Call** before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT © 2024 ATWELL LLC NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	2/19/24
B	CLIENT REVIEW SET	2/29/24
C	COUNTY COMMENTS	3/29/24

P.E. seal/Consultant:

Project:
DOTY ROAD SOLAR, LLC
SPECIAL USE PERMIT PLANS
4115 DOTY ROAD
WOODSTOCK, ILLINOIS 60098

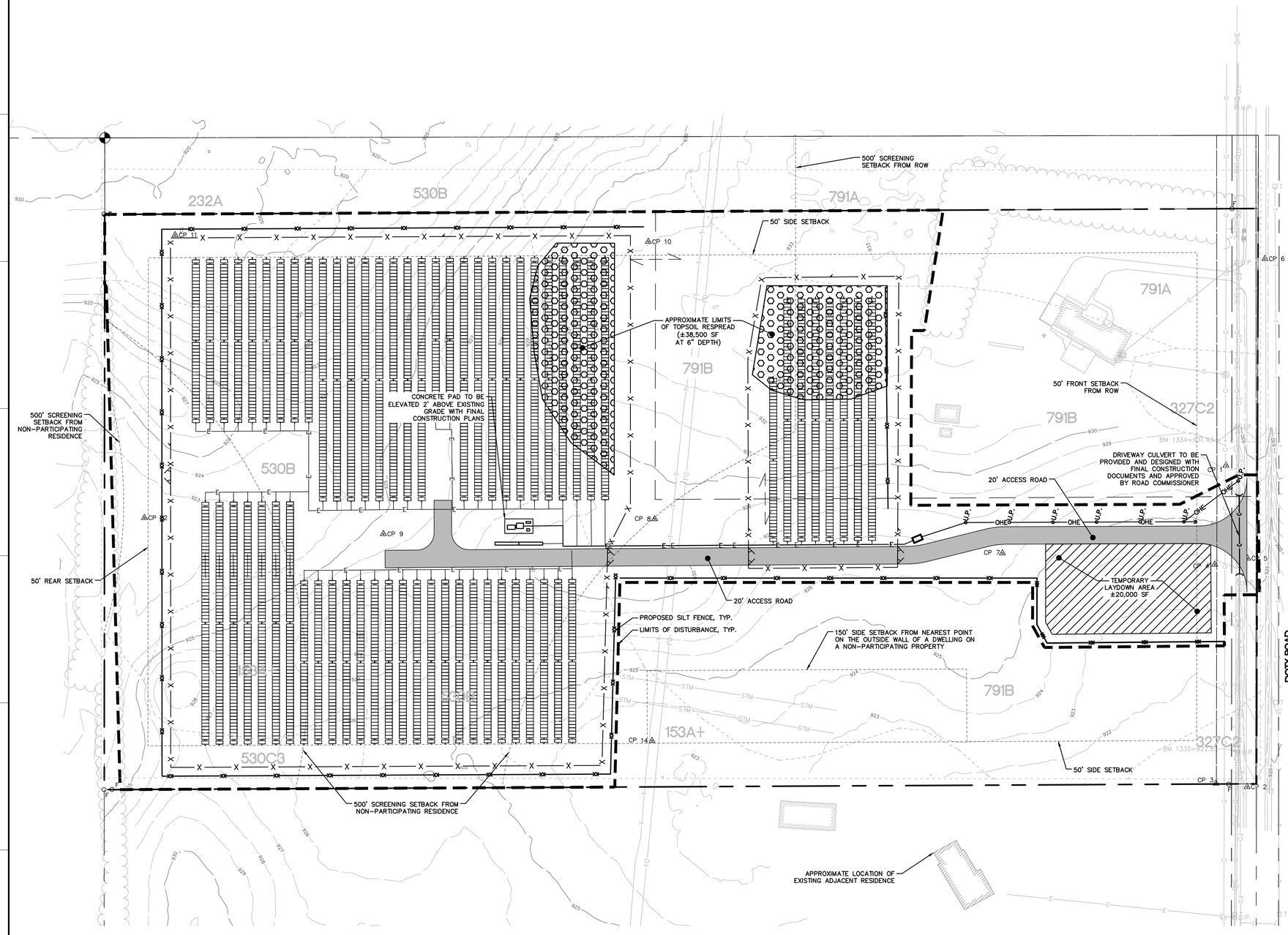
Drawing Title:
SITE LAYOUT PLAN

Drawn by: CMP/LEH | Scale: As Noted | Approved by: MBK

Dwg No:	Size: D	Sheet Rev:
C-200		C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, inc.

CAD FILE: 23005287C-200-LDWG



LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY INTERIOR/ADJACENT LINE
- EXISTING EASEMENT LINE
- EXISTING CONTOUR
- EXISTING STORM SEWER
- PROPOSED STORM
- EXISTING UNDERGROUND GAS
- EXISTING UNDERGROUND TELEPHONE
- EXISTING UNDERGROUND FIBER OPTIC
- EXISTING UTILITY UNSPECIFIED
- EXISTING UNDERGROUND ELECTRIC
- PROPOSED UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- PROPOSED UNDERGROUND ELECTRIC
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING EDGE OF GRAVEL
- EXISTING VEGETATION LINE
- APPROXIMATE LIMITS OF EXISTING SOIL TYPE
- PROPOSED SILT FENCE
- PROPOSED GRAVEL
- TOPSOIL RESPREAD

SOIL LEGEND

SOIL TYPE	SOIL RATING	SOIL NAME
153A+	B/D	PELLA SILT LOAM, 0 TO 2 PERCENT SLOPES OVERWASH
232A	C/D	ASHKUM SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES
327C2	B	FOX SILT LOAM, 4 TO 6 PERCENT SLOPES, ERODED
530B	C	OZAUKEE SILT LOAM, 2 TO 4 PERCENT SLOPES
530C3	C	OZAUKEE SILTY CLAY LOAM, 4 TO 6 PERCENT SLOPES, SEVERELY ERODED
791A	B	RUSH SILT LOAM, 0 TO 2 PERCENT SLOPES
791B	B	RUSH SILT LOAM, 2 TO 4 PERCENT SLOPES

STORMWATER SUMMARY

DISTURBED AREA: 13.4± ACRES
PROPOSED IMPERVIOUS AREA: 0.53± ACRES
AVERAGE EXISTING SOIL RATING: C

EXISTING COVER: STRAIGHT ROW CROPS
CN FOR EXISTING SITE: 88

PROPOSED COVER: MEADOW
CN FOR PROPOSED SITE: 71

- THE DRAINAGE AREA WILL NOT BE ALTERED BETWEEN THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS.
- THE DIFFERENCE BETWEEN THE TIME OF CONCENTRATION OF THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS WILL BE NEGLIGIBLE.
- DUE TO THE LARGE REDUCTION IN THE CURVE NUMBER BETWEEN THE EXISTING AND PROPOSED CONDITIONS, THE PROPOSED RUNOFF WILL BE REDUCED, THUS CAUSING NO NEGATIVE IMPACTS ON THE DOWNSTREAM TRIBUTARY AREAS.
- NO DETENTION IS PROPOSED.

EROSION CONTROL AND SEDIMENTATION NOTES:

1. THIS PLAN IS PROVIDED FOR INFORMATION PURPOSES AT THIS TIME. AN EROSION AND SEDIMENT CONTROL PLAN AND SWPPP WILL NEED TO BE FILED WITH THE ILEPA AND LOCAL JURISDICTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. A CONSTRUCTION ENTRANCE AND AN EROSION CONTROL BARRIER SHALL BE INSTALLED AS INDICATED IN THE PLAN PRIOR TO THE COMMENCEMENT OF DEMOLITION OR CONSTRUCTION OPERATIONS.
3. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES DURING ENTIRE CONSTRUCTION PERIOD.
4. ANY SEDIMENT TRACKED ONTO PUBLIC RIGHT-OF-WAYS SHALL BE SWEPT AT THE END OF EACH WORKING DAY.
5. ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
6. ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF-SITE.
7. SITE ELEMENTS TO REMAIN MUST BE PROTECTED FOR DURATION OF PROJECT.
8. ALL TOPSOIL ENCOUNTERED WITHIN THE LIMITS OF THE PROPOSED PERMANENT AND TEMPORARY GRAVEL ROADS, EQUIPMENT PAD AREA, AND AREAS OF CUT AND FILL SHALL BE STRIPPED AS NEEDED AND STOCKPILED FOR REUSE. EXCESS TOPSOIL SHALL BE DISPOSED OF ON SITE AS DIRECTED BY OWNER. TOPSOIL PILES SHALL REMAIN SEGREGATED FROM EXCAVATED SUBSURFACE SOIL MATERIALS.
9. ADDITIONAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
10. ALL POINTS OF CONSTRUCTION EGRESS OR INGRESS SHALL BE MAINTAINED TO PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADS.
11. TEMPORARY DIVERSION DITCHES, PERMANENT DITCHES, CHANNELS, EMBANKMENTS AND ANY DENUDED SURFACE WHICH WILL BE EXPOSED FOR AN EXTENDED PERIOD OF TIME SHALL BE STABILIZED AS REQUIRED.
12. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED AND MAINTAINED ON A DAILY BASIS DURING CONSTRUCTION TO ENSURE THAT CHANNELS, DITCHES AND PIPES ARE CLEAR OF DEBRIS AND THAT THE EROSION CONTROL BARRIERS ARE INTACT.
13. DUST SHALL BE CONTROLLED AS NEEDED BY SPRINKLING OR OTHER APPROVED METHODS AS NECESSARY, OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
14. CARE SHALL BE EXERCISED SO AS TO PREVENT ANY UNSUITABLE MATERIAL FROM MIGRATING OUTSIDE THE LIMIT OF WORK.
15. ADDITIONAL EROSION CONTROL SHALL BE LOCATED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
16. CLEAN AND MAINTAIN EROSION CONTROL BARRIER AS REQUIRED DURING CONSTRUCTION OPERATIONS TO ENSURE ITS CONTINUED FUNCTIONALITY.
17. OVERALL SITE DEVELOPMENT WILL MAINTAIN EXISTING TOPOGRAPHY AND STORM WATER DRAINAGE PATTERNS.
18. THE OVERALL DEVELOPMENT WILL BE RE-SEEDED AS NEEDED TO DEVELOP A PERMANENT VEGETATIVE COVER AS INDICATED ON THE LANDSCAPE PLAN. COVER CROP OR OTHER TEMPORARY STABILIZATION WILL BE IMPLEMENTED IN THE INTERIM.
19. NO CONSTRUCTION ACTIVITIES, AS PART OF THE SITE DEVELOPMENT, SHALL OCCUR WITHIN ANY DELINEATED WETLANDS OR WETLAND BUFFERS, AS REQUIRED BY THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES.

0 30 60
1" = 60 FEET

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	2/19/24
B	CLIENT REVIEW SET	2/29/24
C	COUNTY COMMENTS	3/29/24

P.E. seal/Consultant:

Project:
DOTY ROAD SOLAR, LLC
SPECIAL USE PERMIT PLANS
4115 DOTY ROAD
WOODSTOCK, ILLINOIS 60098

Drawing Title:
GRADING PLAN

Drawn by: CMP/LEH | Scale: As Noted | Approved by: MBK

Dwg No: C-300 | Size: D | Sheet Rev: C

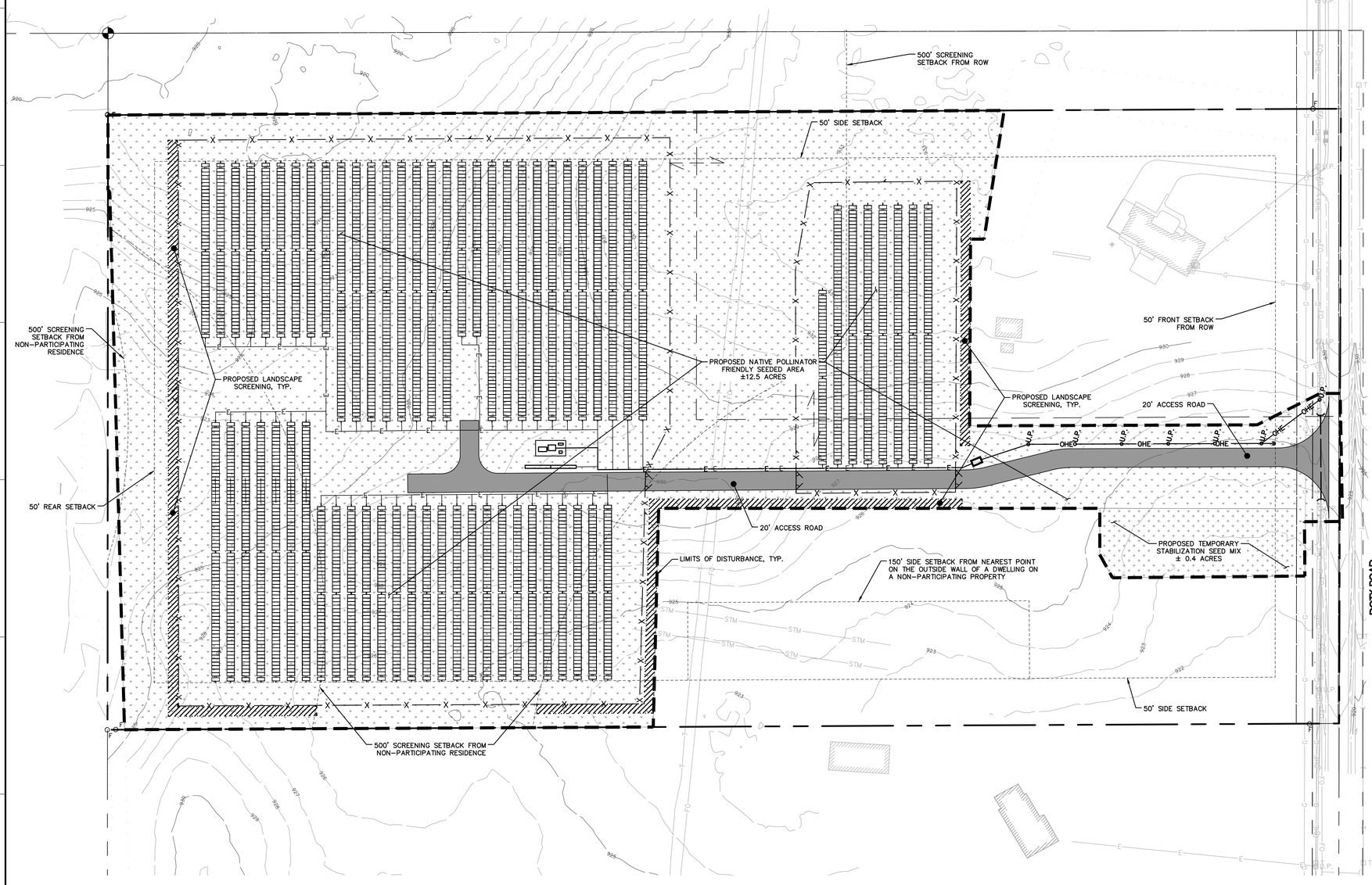
811 Know what's below. Call before you dig.
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT © 2024 ATWELL LLC NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, inc.

CAD FILE: 23005287C-300-GLDWG



LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY INTERIOR/ADJACENT LINE
- EXISTING EASEMENT LINE
- EXISTING CONTOUR
- EXISTING STORM SEWER
- PROPOSED STORM
- EXISTING UNDERGROUND GAS
- EXISTING UNDERGROUND TELEPHONE
- EXISTING UNDERGROUND FIBER OPTIC
- EXISTING UTILITY UNSPECIFIED
- EXISTING UNDERGROUND ELECTRIC
- PROPOSED UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- PROPOSED UNDERGROUND ELECTRIC
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING EDGE OF GRAVEL
- EXISTING VEGETATION LINE
- PROPOSED PERMANENT GRAVEL
- PROPOSED NATIVE POLLINATOR FRIENDLY SEED MIX (TO BE PROVIDED WITH FINAL CONSTRUCTION DOCUMENTS)
- TEMPORARY STABILIZATION/SEEDING
- PROPOSED LANDSCAPE SCREENING (TO BE PROVIDED WITH FINAL CONSTRUCTION DOCUMENTS)

PLANTING NOTES:

1. ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
2. ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF SITE.
3. PROVIDE CRIBBING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
4. PLANTING SEED SHALL BE SOWN IN SEASONAL CONDITIONS AS APPROPRIATE FOR GOOD SEED SURVIVAL, OR AT SUCH TIMES AS APPROVED BY THE OWNER.
5. PROTECT NEWLY TOPSOILED, GRADED AND/OR SEEDED AREAS FROM TRAFFIC AND EROSION. KEEP AREAS FREE OF TRASH AND DEBRIS RESULTING FROM LANDSCAPE CONTRACTOR OPERATIONS.
6. REPAIR AND RE-ESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO THE SPECIFIED GRADE AND TOLERANCES.
7. ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
8. ANY PROPOSED SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITH MATERIAL EQUIVALENT TO THE DESIRED MATERIAL IN OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE. PROPOSED SUBSTITUTIONS WILL ONLY BE CONSIDERED IF SUBMITTED WITH ENUMERATED REASONS WHY SUBSTITUTIONS ARE PROPOSED.
9. THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.
10. FOLLOWING VEGETATION DIE-BACK, THE SOIL SHALL BE LIGHTLY PREPPED WITH DISKS AND HARROWS IN ORDER TO CREATE A VIABLE SEEDBED. IN SOME CASES OF EXTREME COMPACTION, THE SITE SHOULD BE DECOMPACTED WITH THE USE OF SOIL RIPPERS TO BREAK UP THE SOIL.
11. PLANTING SEED SHALL BE SOWN IN SEASONAL CONDITIONS AS APPROPRIATE FOR GOOD SEED SURVIVAL, OR AT SUCH TIMES AS APPROVED BY THE OWNER.

0 30 60
1" = 60 FEET

Know what's **below.** **Call** before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT © 2024 ATWELL LLC NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	2/19/24
B	CLIENT REVIEW SET	2/29/24
C	COUNTY COMMENTS	3/29/24

P.E. seal/Consultant:

Project:
DOTY ROAD SOLAR, LLC
SPECIAL USE PERMIT PLANS
4115 DOTY ROAD
WOODSTOCK, ILLINOIS 60098

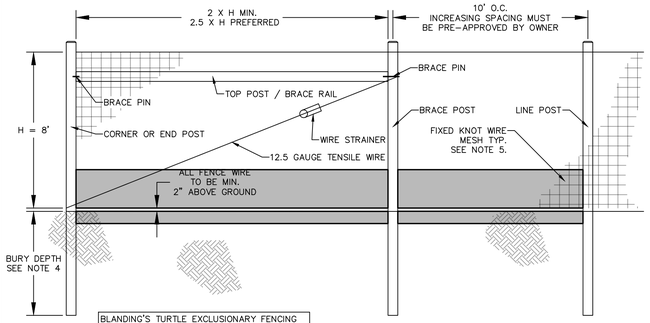
Drawing Title:
LANDSCAPE PLAN

Drawn by: CMP/LEH | Scale: As Noted | Approved by: MBK

Dwg No: C-400 | Size: D | Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc.and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, Inc.

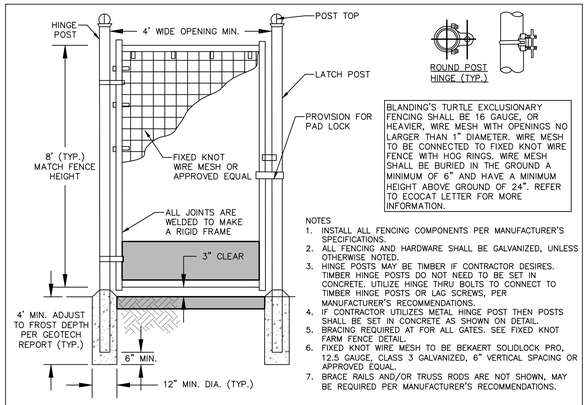
CAD FILE: 23005287C-400-LS.DWG



BLANDING'S TURTLE EXCLUSIONARY FENCING SHALL BE 16 GAUGE, OR HEAVIER, WIRE MESH WITH OPENINGS NO LARGER THAN 1" DIAMETER. WIRE MESH TO BE CONNECTED TO FIXED KNOT WIRE FENCE WITH HOG RINGS. WIRE MESH SHALL BE BURIED IN THE GROUND A MINIMUM OF 6" AND HAVE A MINIMUM HEIGHT ABOVE GROUND OF 24". REFER TO ECOCAT LETTER FOR MORE INFORMATION.

NOTES
1. INSTALL ALL FENCING COMPONENTS PER MANUFACTURES SPECIFICATIONS.
2. ALL FENCING AND HARDWARE SHALL BE GALVANIZED, UNLESS OTHERWISE NOTED.
3. ALL SQUARE POSTS TO BE MIN. 5"X5" NOMINAL SIZE OR ROUND POST WITH MIN. 5" OR 6" DIAMETER PRESSURE TREATED WOOD OR APPROVED EQUAL. PREFER POSTS TO HAVE A CHAMFERED TOP.
4. ALL LINE POST TO BE SET TO A MIN. DEPTH OF 4' BELOW GRADE, ALL CORNER, END, OR GATE POSTS SHALL BE SET TO A MIN. DEPTH OF 6' BELOW GRADE, UNLESS OTHERWISE NOTED.
5. FIXED KNOT WIRE MESH TO BE BEKAERT SOLIDLOCK® PRO, 12.5 GAUGE, CLASS 3 GALVANIZED, 6" VERTICAL SPACING OR APPROVED EQUAL.
6. BRACING IS REQUIRED AT ALL CORNER, END, AND GATE POSTS. DOUBLE BRACING (TWO BRACE ASSEMBLIES IN A ROW) SHOULD BE USED FOR STRAIGHT RUNS OF FENCE THAT EXCEED 1,000 LF. AN ADDITIONAL BRACE ASSEMBLY SHOULD BE INSTALLED MID SPAN FOR STRAIGHT RUNS OF FENCE THAT EXCEED 1,320 LF. ADDITIONAL BRACING MAY BE STILL BE REQUIRED OVER UNEVEN TERRAIN. CONTRACTOR SHALL INSTALL ADDITIONAL BRACING AS NEEDED IF DEFLECTION IS NOTICED DURING TENSIONING.

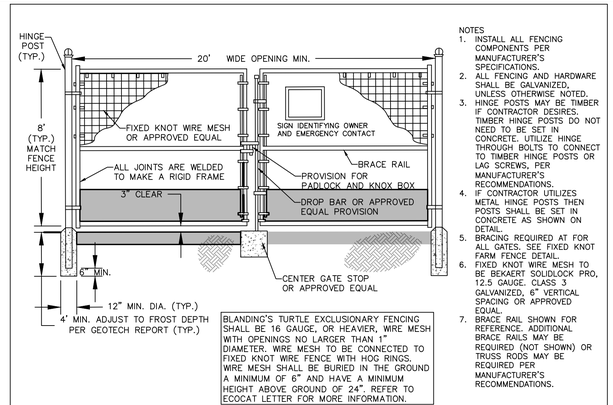
FIXED KNOT FARM FENCE
NOT TO SCALE



BLANDING'S TURTLE EXCLUSIONARY FENCING SHALL BE 16 GAUGE, OR HEAVIER, WIRE MESH WITH OPENINGS NO LARGER THAN 1" DIAMETER. WIRE MESH TO BE CONNECTED TO FIXED KNOT WIRE FENCE WITH HOG RINGS. WIRE MESH SHALL BE BURIED IN THE GROUND A MINIMUM OF 6" AND HAVE A MINIMUM HEIGHT ABOVE GROUND OF 24". REFER TO ECOCAT LETTER FOR MORE INFORMATION.

NOTES
1. INSTALL ALL FENCING COMPONENTS PER MANUFACTURER'S SPECIFICATIONS.
2. ALL FENCING AND HARDWARE SHALL BE GALVANIZED, UNLESS OTHERWISE NOTED.
3. HINGE POSTS MAY BE TIMBER IF CONTRACTOR DESIRES. TIMBER HINGE POSTS DO NOT NEED TO BE SET IN CONCRETE. UTILIZE HINGE THRU BOLTS TO CONNECT TO TIMBER HINGE POSTS OR LAG SCREWS, PER MANUFACTURER'S RECOMMENDATIONS.
4. IF CONTRACTOR UTILIZES METAL HINGE POSTS THEN POSTS SHALL BE SET IN CONCRETE AS SHOWN ON DETAIL.
5. BRACING REQUIRED AT FOR ALL GATES. SEE FIXED KNOT FARM FENCE DETAIL.
6. FIXED KNOT WIRE MESH TO BE BEKAERT SOLIDLOCK PRO, 12.5 GAUGE, CLASS 3 GALVANIZED, 6" VERTICAL SPACING OR APPROVED EQUAL.
7. BRACE RAILS AND/OR TRUSS RODS ARE NOT SHOWN, MAY BE REQUIRED PER MANUFACTURER'S RECOMMENDATIONS.

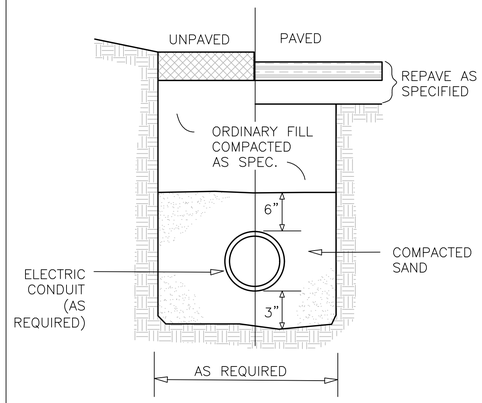
FIXED KNOT FARM FENCE – PERSONNEL GATE
NOT TO SCALE



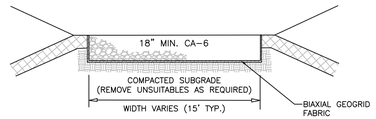
BLANDING'S TURTLE EXCLUSIONARY FENCING SHALL BE 16 GAUGE, OR HEAVIER, WIRE MESH WITH OPENINGS NO LARGER THAN 1" DIAMETER. WIRE MESH TO BE CONNECTED TO FIXED KNOT WIRE FENCE WITH HOG RINGS. WIRE MESH SHALL BE BURIED IN THE GROUND A MINIMUM OF 6" AND HAVE A MINIMUM HEIGHT ABOVE GROUND OF 24". REFER TO ECOCAT LETTER FOR MORE INFORMATION.

NOTES
1. INSTALL ALL FENCING COMPONENTS PER MANUFACTURER'S SPECIFICATIONS.
2. ALL FENCING AND HARDWARE SHALL BE GALVANIZED, UNLESS OTHERWISE NOTED.
3. HINGE POSTS MAY BE TIMBER IF CONTRACTOR DESIRES. TIMBER HINGE POSTS DO NOT NEED TO BE SET IN CONCRETE. UTILIZE HINGE THROUGH BOLTS TO CONNECT TO TIMBER HINGE POSTS OR LAG SCREWS, PER MANUFACTURER'S RECOMMENDATIONS.
4. IF CONTRACTOR UTILIZES METAL HINGE POSTS THEN POSTS SHALL BE SET IN CONCRETE AS SHOWN ON DETAIL.
5. BRACING REQUIRED AT FOR ALL GATES. SEE FIXED KNOT FARM FENCE DETAIL.
6. FIXED KNOT WIRE MESH TO BE BEKAERT SOLIDLOCK PRO, 12.5 GAUGE. CLASS 3 GALVANIZED, 6" VERTICAL SPACING OR APPROVED EQUAL.
7. BRACE RAIL SHOWN FOR REFERENCE. ADDITIONAL BRACE RAILS MAY BE REQUIRED (NOT SHOWN) OR TRUSS RODS MAY BE REQUIRED PER MANUFACTURER'S RECOMMENDATIONS.

32' WIDE FIXED KNOT FARM FENCE – DOUBLE SWING GATE
NOT TO SCALE

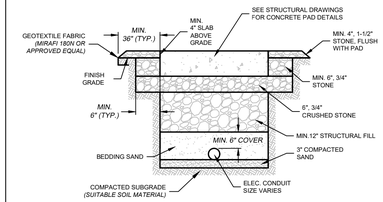


ELECTRIC CONDUIT TRENCH
NOT TO SCALE

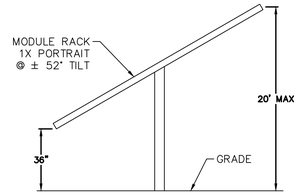


NOTES:
1. REMOVE TOPSOIL AND ALL UNSUITABLE MATERIAL AS REQUIRED AND REPLACE WITH GRAVEL.
2. GEOGRID FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1 OR 2, CLASS I, II, OR IV AND SHALL BE PLACED OVER THE CLEARED AREA PRIOR TO THE PLACING OF ROCK.

ACCESS DRIVE CROSS SECTION
NOT TO SCALE



SUBSOIL EQUIPMENT FOUNDATION DETAIL
NOT TO SCALE



SOLAR ARRAY RACK DETAIL
NOT TO SCALE

nexamp
101 Summer Street, 2nd Flr, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

ATWELL
865.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	2/19/24
B	CLIENT REVIEW SET	2/29/24
C	COUNTY COMMENTS	3/29/24

P.E. seal/Consultant:

Project:
DOTY ROAD SOLAR, LLC
SPECIAL USE PERMIT PLANS
4115 DOTY ROAD
WOODSTOCK, ILLINOIS 60098

Drawing Title:
DETAILS
Drawn by: CMP/LEH Scale: As Noted Approved by: MBK

Dwg No: C-500 Size: D Sheet Rev: C

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. and its subsidiaries. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, Inc.

CAD FILE: 230052870-500-DT.DWG

March 29, 2024

Kimberly Scharlow
McHenry County Planning and Development
2200 N. Seminary Avenue
Woodstock, IL 60098

Re: Conditional Use Permit – Doty Road Solar, LLC
Proposed 1.8-MW(AC) Commercial Solar Collector System

Applicant: Doty Road Solar, LLC.
Project Location: 4115 Doty Road, Woodstock, IL 60098

Dear Members of the Planning and Zoning Board, and County Board:

On behalf of Doty Road Solar, LLC., please find enclosed and below is our:

- Project narrative and with project details
- Special Use Permit Application:
  - Special Use Permit Application
  - Special Use Permit Civil Plan Set
  - SHPO Clearance Report
  - EcoCAT Termination Letter
  - Natural Resource Inventory Report from McHenry SWCD
  - ALTA Land Title and Topographic Survey incl. Legal Description
- Application Fee $2,300.00

Project Narrative:

Doty Road Solar, LLC is requesting approval of a Conditional Use Permit to allow for development and operation of a 1.8 (AC) ground-mounted distributed generation solar garden facility on the approximately 20-acre subject property (PINS: 13-27-200-023 and 13-27-200-022). The project intends develop approximately 11 acres of the overall parcels. The arrays would be installed over existing farmland and enclosed with a fenced area for safety and security measures.

Nexamp Background:

In 2007, U.S. Army veterans Will Thompson and Dan Leary realized a vision for making a range of renewable energy options more affordable and accessible to homeowners and businesses throughout the Commonwealth of Massachusetts. The pair launched NexGen Energy Solutions, a turnkey provider of renewable energy and carbon solutions, in their hometown of North Andover, Massachusetts. NexGen became Nexamp later in 2007.

During the early years, Nexamp delivered a variety of energy systems for residential, commercial, municipal and agricultural customers. Energy solutions offered included solar PV, solar thermal, micro-wind, geothermal heating and cooling, and a wide array of energy efficiency services. In 2011, the company began shifting its focus fully toward commercial and industrial solar facilities, working with businesses and municipalities that wanted to offset their traditional utility energy power using on-site renewable solar generation.

2015 marked Nexamp's first Community Solar project and the beginning of a new chapter for the company. Leveraging its integrated approach of developing, building, owning and operating solar plants, Nexamp turned its focus to community solar, and alongside that the mission of making the benefits of solar power available to everyone—homeowners, renters, non-profits, small businesses, farms and more. Nexamp was named NECEC Clean Energy Company of the Year in 2015 and a Solar Power World Top 3 Commercial Solar Developer in 2017.

In 2016, Mitsubishi's Diamond Generating Corporation made a significant investment in Nexamp, and in 2018 the group made an additional investment that gave it a controlling interest. Nexamp secured an additional round of investment in 2021, this time with Generate Capital, a leading clean energy private equity firm. Serving a rapidly expanding network of individuals, property owners, businesses and communities that benefit from its nationally distributed portfolio of solar assets, Nexamp is a Massachusetts-based, nationally headquartered solar company that is laying the groundwork for a cleaner, more secure and resilient energy future.

Nexamp entered the Illinois market in 2018, and has since become a market leader, with a large share of the currently operating community solar projects in the state.

Project Details:

In your review of this Special Use Permit request, we ask that staff, the Planning and Zoning Board, and City Council consider the following:

I. Project components:

- Solar modules (i.e. panels) are mounted on racking that slowly rotate and track the sun; there are approximately 4,500 modules proposed to be installed;
- At full tilt, the height of the solar array will not exceed 20 feet in height;
- The solar modules are treated with anti-reflective coating to minimize glare;
- The racking is mounted to metal piles. Concrete foundations are not anticipated;
- The system will be remotely monitored, meaning there will be little traffic generated;
- Electrical cables will be installed underground for the entire project with exception of a series of poles necessary to interconnect with ComEd along Doty Road;
- Perimeter security fencing up to 8 ft. height;
- Location of proposed structures is in compliance with County setback requirements;
- Existing drainage patterns will be maintained throughout the site to the maximum extent possible;
- Limited area of gravel driveway for site access and maintenance;
- The transformer will be located within the fence-on a concrete equipment pad;
- Disturbed areas will be re-vegetated with a pollinator friendly seed mix;

II. Construction:

- Estimated approximately 20 to 30 jobs will be created during construction;
- Most jobs will be local but some may be brought in if the skill set required is not available;
- Typical jobs created include construction jobs - i.e. equipment operators, electricians, fence installers, laborers and construction managers;

III. Development Schedule:

- Anticipated construction start is Spring of 2025, depending on a number of factors;
- Duration of construction is typically +/- 6 months;

IV. Traffic:

- Construction traffic will typically be standard semi-tractor trailers – oversized loads are not anticipated;
- At the start of construction there may be a half dozen deliveries a day and will then taper off to 1 to 2 delivery trucks per day;
- There will be proximately 30 – 40 employees at a time during construction;

V. Maintenance:

- There are typically several site visits per year to maintain the system;
- No employees will be permanently located on-site;
- The site will be remotely monitored;
- Typically, Nexamp relies on rainfall to clean the panel surfaces. As such, it is not anticipated chemicals for cleaning the solar panels will be used, stored or disposed of on this site;
- Typically, any snowfall will slide off the panels. Therefore, we do not anticipate any snow removal unless necessary.

On behalf of Doty Road Solar, LLC we thank you in advance for your consideration of our request for approval. In the interim, please contact us with any questions regarding our submittal or if any additional information is required.

Sincerely,

Matt Kwiatkowski
Business Development Manager
P: 317-760-3190
E: MKwiatkowski@nexamp.com

IN THE MATTER OF THE APPLICATION OF	)
DOTY ROAD SOLAR, LLC, *APPLICANT*	)
FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT	) LEGAL NOTICE OF PUBLIC HEARING
ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR A	) # 2024-024
CONDITIONAL USE	)

Notice is hereby given in compliance with the McHenry County Unified Development Ordinance, that a public hearing will be held before the **McHenry County Zoning Board of Appeals,** in connection with this Ordinance, which would result in a ***CONDITIONAL USE*** for the following described real estate:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST ¼ OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHWEST ¼ OF THE NORHTEAST ¼ OF SAID SECTION 27, SAID POINT BEING 87.67 FEET SOUTH OF (AS MEASUED ALONG SAID EAST LINE), THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 01 MINUTES 56 SECONDS WEST ALONG SAID EAST LINE, 330.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 34 SECONDS WEST, 690.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 56 SECONDS EAST, 330.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 34 SECONDS EAST, 690.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS; ALSO, THAT PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORHTEAST ¼ OF SAID SECTION 27, SAID POINT BEING 417.67 FEET SOUTH OF (AS MEASURED ALONG SAID EAST LINE), THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 01 MINIUTES 56 SECONDS WEST ALONG SAID EAST LINE, 329.41 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 27 SECONDS WEST, 1321.26 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 27; THENCE NORTH 00 DEGREES 00 MINUTES 46 SECONDS WEST, ALONG THE LAST MENTIONED WEST LINE, 659.45 FEET TO A POINT WHICH IS 87.67 FEET SOUTH OF (AS MEASURED ALONG SAID WEST LINE), THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHEAST 1/4/ OF SAID SECTION 27; THENCE A NORTH 89 DEGREES 48 MINUTES 34 SECONDS EAST, ALONG A LINE 87.67 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 27, A DISTANCE OF 631.78 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 56 SECONDS WEST, 330.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 34 SECONDS EAST, 690.00 FEET TO A POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PIN 13-27-200-023 and 13-27-200-022

The subject property is located on the west side of Doty Road approximately one-half (.5) miles south of the intersection of Doty Road and U.S. Highway 14***, with a common address 4115 Doty Road, Woodstock, Illinois, in Dorr Township.***

The subject property is presently zoned ***"A-1" Agriculture District*** and consists of approximately **19.996 acres** with ***"A-1" Agriculture District to the North, East and West and "A-1C" Agriculture District with a Conditional Use Permit zoning to the South.***

The Applicant is requesting **a CONDITIONAL USE** ***of the subject property to allow for a commercial solar energy facility.***

The Applicant, Doty Road Solar, LLC is wholly owned by Nexamp Capital, LLC. The officers of both entities are: Zaid A. Ashai, President; John Murphy, Sr. Vice President; Chris Clark, Sr. Vice President; Will Thompson, Sr. Vice President; Peter Tawczynski, Treasurer; and Kamran Idrees, Secretary. They can be reached at 101 Summer St. Flr 2, Boston, MA 02110. Josheph C. Kolanowski and Theresa A. Kolaonwski as trustees of the Kolanowski Living trust, the property owner, reside at 4115 Doty Rd, Woodstock, Illinois.

A hearing on this Petition will be held on the 16th day of May 2024 at 1:30 P.M. in the County Board conference room at the McHenry County Government Center Administration Building 667 Ware Rd, Woodstock, Illinois at which time and place any person desiring to be heard may be present. The McHenry County Government Center Mailing address is 2200 N. Seminary Avenue, Woodstock, Illinois 60098.

DATED THIS 19TH DAY OF APRIL 2024.

By: Linnea Kooistra, Chair
McHenry County Zoning Board of Appeals
2200 N. Seminary Avenue
Woodstock, IL 60098

Petitions for all Zoning Board of Appeals hearings can be accessed at the following link: www.mchenrycountyil.gov/county-government/new-meeting-portal and choosing the "Agenda" link for the specific meeting date.

Live audio streams of all Zoning Board of Appeals hearings can be accessed at the following link: www.mchenrycountyil.gov/county-government/new-meeting-portal and choosing the "Video" link for the specific meeting date.

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: May 7, 2024

Item: Class 20 and Class 16 Temporary Liquor License Requests - Dravet Syndrome Foundation

Staff Recommendation: Motion to approve issuance of a Class 20 and Class 16 Temporary Liquor Licenses to the Dravet Syndrome Foundation

Staff Contact: Nick Hammonds, Deputy City Manager

Background:
The City received a request from the Dravet Syndrome Foundation for the issuance of a Class 20 Temporary Liquor License in order to offer beer and wine as a raffle prize for a fundraiser on Sunday, June 9, 2024. While raffle licenses are approved administratively per the City Code, the issuance of a temporary liquor license requires consideration by the City Council.

The organization will need a temporary liquor license as the awarding of alcoholic liquor as a raffle prize is considered the sale of alcohol by the State Liquor Control Act. The alcoholic raffle prizes will be awarded at the Veterans Acres Rotary Building, located at 431 N. Walkup Road, on Sunday, June 9, 2024 and must be picked up by Tuesday, June 11, 2024.

Additionally, the Dravet Syndrome Foundation has requested the issuance of a Class 16 Temporary Liquor License in order to sell beer and wine at the BarbeCURE for Cora fundraiser being held at the Veterans Acres Rotary Building, located at 731 N. Walkup Road, on Sunday, June 9, 2024 from 4:00 p.m. to 7:00 p.m.

Section 329-5-T of the City Code permits the issuance of a Class 20 Temporary Liquor License for the retail sale of alcoholic liquor on the premises in packages only but not for consumption on the premises specified in the license where sold. The license shall be issued to not-for-profit corporations or organizations qualified to do business in the State of Illinois. The license shall be for a period not to exceed three days and shall be issued only for special events sponsored by the not-for-profit corporation or organization requesting the license.

Section 329-5-P of the City Code permits the issuance of a Class 16 Temporary Liquor License for the retail sale of beer and wine for consumption upon the premises specified in the license where sold. The license shall be issued to not-for-profit corporations qualified to do business in the State of Illinois. The license shall be for a period not to exceed three (3) days, and shall be issued only for special events sponsored by the not-for-profit corporation requesting the license.

Attached for City Council review is a copy of all supporting documentation regarding this request.

The Dravet Syndrome Foundation will receive their raffle license following the approval of the Class 20 Temporary Liquor License with a condition of needing to obtain the host liquor liability insurance by June 5, 2024.

Votes Required to Pass:
Simple majority

CITY OF CRYSTAL LAKE

Class "20"
Temporary Liquor License

General Information:

- A Class "20" **Temporary** Liquor License authorizes the retail sale of alcoholic liquor on the premises specified in the license in packages only but not for consumption on the premises where sold.
- The license applicant must be a **not-for-profit** corporation qualified to do business in the State of Illinois.
- The license is valid for a period not to exceed three (3) days and may only be used for special events sponsored by the not-for-profit corporation requesting the license.
- Issuance of a Class "20" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

City of Crystal Lake
Application for Temporary Liquor License

CLASS "20"
Alcoholic Liquor in Packages Only

The undersigned hereby makes application for a license for the sale at retail of alcoholic liquor in packages only under the provisions of the City of Crystal Lake Liquor Licensing Ordinance:

1. Applicant's full name Dravet Syndrome Foundation
(Must be not-for-profit organization)

Address PO Box 3026, Cherry Hill, NJ 08034 Phone Number (203) 392-1955

2. Location where beer in packages only will be sold:
Veterans Acres Rotary Building 431 N. Walkup Road Crystal Lake, Illinois 60012

3. Dates of the event (**not to exceed three (3) days**): 06/09/2024

4. Hours of operation: 4pm - 7pm CDT

5. Describe the type of crowd and traffic control licensee will utilize.

6. Describe plan for refuse pickup. Dumpsters on site. (AS)

7. Please list the names and addresses of the members of the organization who will be selling alcoholic liquor in packages only at the location pursuant to the license. If additional space is needed, please use reverse side.
See attached list (AS)

8. **Please attach the following to your application:**
   - ☑ **License fee in the amount of *$20.00*. (Make checks payable to the "*City of Crystal Lake*".)**
   - ☐ **Proof of liquor liability insurance**
   - ☑ **Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer in packages only on the property during the time requested.**
   - ☑ **Site plan of area where beer in packages only will be sold.**
   - ☑ **Letter to the Mayor and City Council requesting approval of the issuance of a Class "20" Temporary Liquor License to applicant.**

Signature of President — Date 4/11/24

Signature of Secretary — Date 04/01/24

Both application and affidavit must be signed by the President and Secretary of the not-for-profit organization.

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

We swear that we will not violate any of the Ordinances of the City of Crystal Lake or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 1

day of April, 2024.

Notary Public



INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Illinois
County of Lake } ss.

On this the 11th day of April, 2024, before me,
Day *Month* *Year*

Felipe Aguirre, the undersigned Notary Public,
Name of Notary Public

personally appeared Theron Odlaug,
Name(s) of Signer(s)

☐ personally known to me – **OR** –

☑ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

FELIPE AGUIRRE
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 23, 2025

Place Notary Seal/Stamp Above

Felipe Aguirre
Signature of Notary Public

My Commission Expires
Nov. 23, 2025
Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: City of Crystal Lake Affidavit Class 20 Temporary Liquor License

Document Date: April 11, 2024 Number of Pages:

Signer(s) Other Than Named Above:

©2023 National Notary Association

Dravet Syndrome
Foundation

PO Box 3026
Cherry Hill, NJ 08034

P 203-392-1955
E info@dravetfoundation.org
W www.dravetfoundation.org

April 25, 2024

To The Mayor and City Council of Crystal Lake,

I am writing today to ask for the approval of the issuance of a Class "20" Temporary Liquor License to host BarbeCURE for Cora (a barbecue fundraiser) on Sunday, June 9th from 4pm-7pm in honor of our daughter, Cora, who was diagnosed with Dravet syndrome January of 2023. Dravet syndrome is a rare and severe form of epilepsy that impacts individuals from infancy, leading to frequent and prolonged seizures, developmental delays, and a myriad of other difficulties.

Event information:
Nature of Event: Summer Barbecue
Drinks: Beer, wine, and seltzers
Raffle: Raffle Baskets (8 - 10 baskets each valuing around $100) tickets for sale at event
50/50 raffle: Raffle tickets for sale at the event

All funds raised at BarbeCURE for Cora will go to the Dravet Syndrome Foundation (DSF) and will be used for research and patient assistance for those with Dravet syndrome (like Cora) and other intractable childhood epilepsies. With the help of donations, DSF has been able to award over $9.1M in research grants and over $250K in patient assistance grants since our inception in 2009. You can learn more about Dravet syndrome and our foundation and its programs at www.dravetfoundation.org. Please reach out to me with any questions on this event or our foundation.

Thank you for considering our request.

Sincerely,
Brian Buchek

Event and Raffle Coordinator
Dravet Syndrome Foundation

Alaina Skurski

From: Brian Buchek [redacted]
Sent: Wednesday, May 1, 2024 10:27 AM
To: Alaina Skurski
Subject: Liquor license server addresses

Stop - Look - Think - Decide: This email originated from outside of the City. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Alaina ,

Below are the names and addresses of our volunteers that will be serving behind the bar.

TJ Liebetrau
11106 Lucas Rd
Woodstock IL 60098

Ryan Loftus
6835 Highgate rd
Carpentersville IL 60110

Adam Sielig
314 s. Whitehall
Palatine IL 60067

Walter Prestel
1214 Appleby Cir
Mundelein IL 60060

Thanks for your help ,

Brian Buchek
Sent from my iPhone

BATHROOMS

RAFFLES

GATE

ROTARY BUILDING

EXETER ROAD

NT

CITY OF CRYSTAL LAKE

Class "16"
Temporary Liquor License

General Information:

- A Class "16" **Temporary** Liquor License authorizes the retail sale of beer and wine for consumption upon the premises specified in the license.
- The license applicant must be a **not-for-profit** corporation qualified to do business in the State of Illinois.
- The license is valid for a period not to exceed three (3) days and may only be used for special events sponsored by the not-for-profit corporation requesting the license.
- Patrons of the premises where the beer and wine are to be sold are required to wear a non-transferrable, one use only, disposable wristband or other means of identification identifying them as patrons of the area that is subject to the license.
- Issuance of a Class "16" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

City of Crystal Lake
Application for Temporary Liquor License

CLASS "16"
Beer and Wine

The undersigned hereby makes application for a license for the sale at retail of beer and wine under the provisions of the City of Crystal Lake Liquor Licensing Ordinance:

1. Applicant's full name Dravet Syndrome Foundation
(Must be not-for-profit organization)

Address PO Box 3026, Cherry Hill, NJ 08034 Phone Number (203) 392-1955

2. Location where beer and wine will be sold: Veterans Acres 431 N. Walkup Road Crystal Lake, Illinois 60012

3. Dates of the event (**not to exceed three (3) days**): 06/09/2024

4. Hours of operation: 4pm - 7pm CDT

5. Describe the type of crowd and traffic control licensee will utilize.

6. Describe plan for refuse pickup. Dumpsters on site. (AS)

7. Please list the names and addresses of the members of the organization who will be selling beer and wine at the location pursuant to the license. If additional space is needed, please use reverse side.
See attached list (AS)

8. **Please attach the following to your application:**

- ☑ **License fee in the amount of *$20.00*. (Make checks payable to the "*City of Crystal Lake*".)**
- ☐ **Proof of liquor liability insurance**
- ☑ **Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer and wine on the property during the time requested.**
- ☑ **Site plan of area where beer and wine will be sold.**
- ☑ **Letter to the Mayor and City Council requesting approval of the issuance of a Class "16" Temporary Liquor License to applicant.**

Signature of President — Date 4/11/24

Signature of Secretary — Date 04/01/24

Both application and affidavit must be signed by the President and Secretary of the not-for-profit organization.

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Illinois
County of Lake } ss.

On this the 11th day of April, 2024, before me,
Day Month Year

Felipe Aguirre, the undersigned Notary Public,
Name of Notary Public

personally appeared Theron Odlaug,
Name(s) of Signer(s)

☐ personally known to me – **OR** –

☑ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

FELIPE AGUIRRE
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 23, 2025

Felipe Aguirre
Signature of Notary Public

My Comission Expires
Nov. 23, 2025
Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

Place Notary Seal/Stamp Above

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: City of Crystal Lake Affidavit Class 16 Temporary Liquor License

Document Date: April 11, 2024 Number of Pages: _____

Signer(s) Other Than Named Above: _____

©2023 National Notary Association

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

We swear that we will not violate any of the Ordinances of the City of Crystal Lake or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 1

day of April, 2024.

Notary Public



Dravet Syndrome
Foundation

PO Box 3026
Cherry Hill, NJ 08034

P 203-392-1955
E info@dravetfoundation.org
W www.dravetfoundation.org

April 25, 2024

To The Mayor and City Council of Crystal Lake,

I am writing today to ask for the approval of the issuance of a Class "16" Temporary Liquor License to host BarbeCURE for Cora (a barbecue fundraiser) on Sunday, June 9th from 4pm-7pm in honor of our daughter, Cora, who was diagnosed with Dravet syndrome January of 2023. Dravet syndrome is a rare and severe form of epilepsy that impacts individuals from infancy, leading to frequent and prolonged seizures, developmental delays, and a myriad of other difficulties.

Event information:
Nature of Event: Summer Barbecue
Drinks: Beer, wine, and seltzers
Raffle: Raffle Baskets (8 - 10 baskets each valuing around $100) tickets for sale at event
50/50 raffle: Raffle tickets for sale at the event

All funds raised at BarbeCURE for Cora will go to the Dravet Syndrome Foundation (DSF) and will be used for research and patient assistance for those with Dravet syndrome (like Cora) and other intractable childhood epilepsies. With the help of donations, DSF has been able to award over $9.1M in research grants and over $250K in patient assistance grants since our inception in 2009. You can learn more about Dravet syndrome and our foundation and its programs at www.dravetfoundation.org. Please reach out to me with any questions on this event or our foundation.

Thank you for considering our request.

Sincerely,
Brian Buchek

Event and Raffle Coordinator
Dravet Syndrome Foundation

Alaina Skurski

From: Brian Buchek [redacted]
Sent: Wednesday, May 1, 2024 10:27 AM
To: Alaina Skurski
Subject: Liquor license server addresses

Stop - Look - Think - Decide: This email originated from outside of the City. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Alaina ,

Below are the names and addresses of our volunteers that will be serving behind the bar.

TJ Liebetrau
11106 Lucas Rd
Woodstock IL 60098

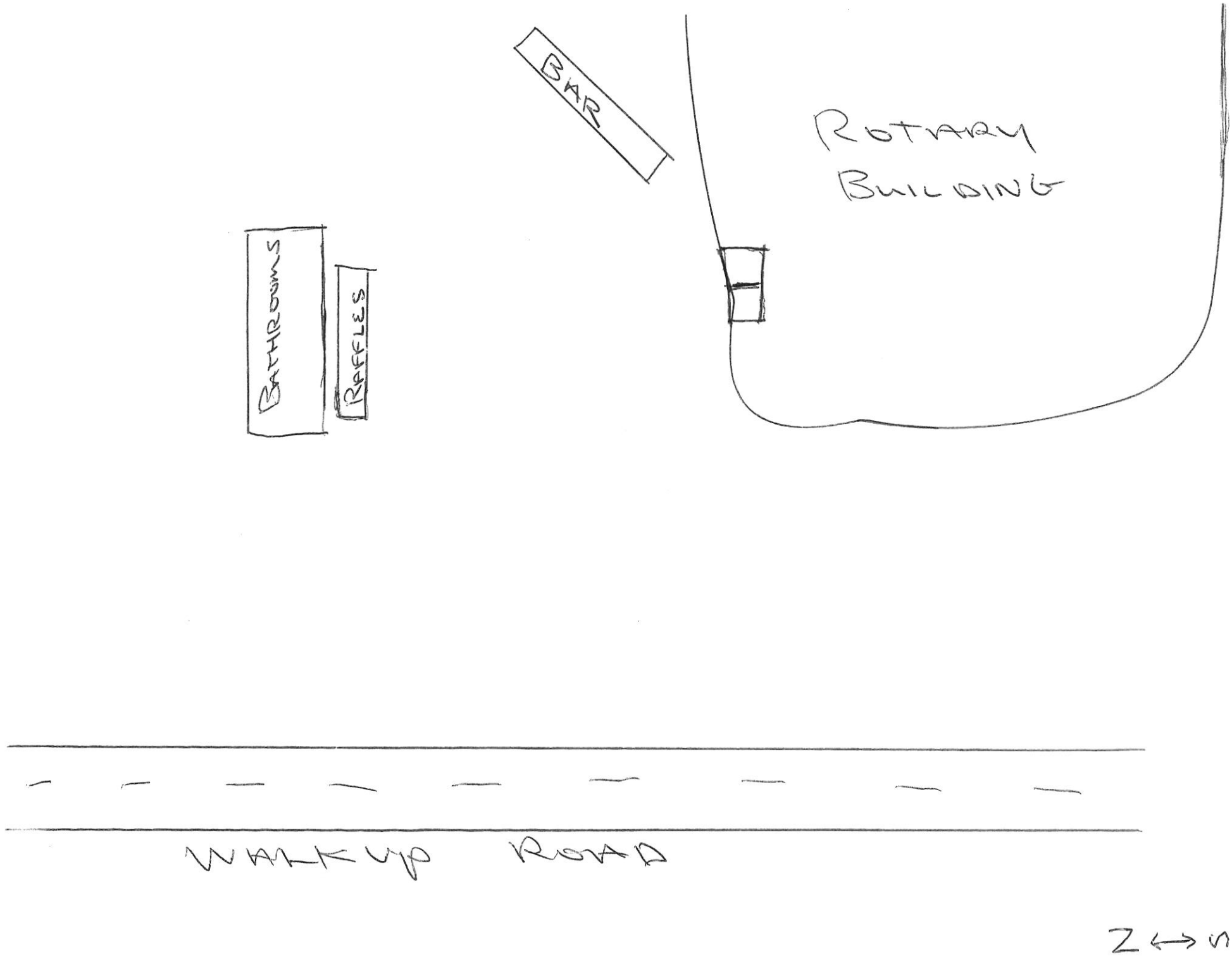
Ryan Loftus
6835 Highgate rd
Carpentersville IL 60110

Adam Sielig
314 s. Whitehall
Palatine IL 60067

Walter Prestel
1214 Appleby Cir
Mundelein IL 60060

Thanks for your help ,

Brian Buchek
Sent from my iPhone


BAR
ROTARY BUILDING
BATHROOMS
RAFFLES
WALK UP ROAD
Z ↔ N

Alaina Skurski

From: Anne Sandor <asandor@crystallakeparks.org>
Sent: Tuesday, April 23, 2024 12:14 PM
To: Alaina Skurski
Subject: Park Board Approved Events

Stop - Look - Think - Decide: This email originated from outside of the City. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Alaina

The Park Board approved the following events at the April 18, 2024, Park Board meeting.

The Knights of Columbus Tootsie Roll Drive -Lippold Park September 20-21, 2024
John Orso, Financial Secretary
1075 Abbey Dr
Crystal Lake, IL 60014
[redacted]

Dravet Syndrome BarbeCURE for Cora Fundraising Event with 50/50 Raffle at the Rotary Building in Veteran Acres on June 9, 2024.
Mackenzie Buchek
630 Arrowhead Lane
Crystal Lake, IL 60012
[redacted]

Thank you!

Anne Sandor | Executive Assistant/Office Manager

Serving the Residents of Crystal Lake and Lakewood

CRYSTAL LAKE PARK DISTRICT
EXPLORE | PLAY | EXPERIENCE

Check out our current activity guide
p: 815.459.0680 ext.1204
a: 1 E. Crystal Lake Avenue, Crystal Lake IL 60014
w: **crystallakeparks.org**

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: May 7, 2024

Item: City Code Amendment to Increase the Number of Class 7 Liquor Licenses – Applicant: Casa Chapala Mexican Grill Inc. d/b/a Casa Chapala Mexican Grill, located at 1295 N. Randall Road, #104

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 25 liquor licenses from the currently permitted 5 licenses to 6 licenses, in order to allow for the issuance of a new Class 25 liquor license to Casa Chapala Mexican Grill Inc. d/b/a Casa Chapala Mexican Grill, located at 1295 N. Randall Road, #104

Staff Contact: Nick Hammonds, Assistant City Manager
Melanie Nebel, Executive Assistant

Background:

Casa Chapala Mexican Grill Inc. d/b/a Casa Chapala Mexican Grill, located at 1295 N. Randall Road, #104 is opening a new restaurant at the former Andy's Burrito location.

As such, Casa Chapala Mexican Grill Inc. is requesting that the City Council approve an increase in the number of Class 25 licenses to allow for the creation of a liquor license for Casa Chapala Mexican Grill Inc. d/b/a Casa Chapala Mexican Grill, located at 1295 N. Randall Road, #104.

The Class 25 license authorizes the retail sale, of alcoholic liquor, for consumption, on the premises as well as the retail sale of alcoholic liquor in the original package between the hours of 7:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 7:00 a.m. and 2:00 a.m. Friday and Saturday; and 7:00 a.m. on Sunday and 1:00 a.m. on Monday. A Class A Type restaurant may be located on the premises.

The annual fee for such a license shall be the sum of $1,350.

Current Class 7 License Holders:

Name	Address	Zoning
Williams Street Tap	80 N. Williams Street	"B 4"
Garfield's Beverage Depot	305 Virginia Street	"B-2"
Coleman's	7608 Virginia Road	"B-2"
Binny's Beverage Depot	5380 Northwest Hwy	"B-2 PUD"
Moontime Smokin' Que	88 Railroad Street	"B-4"

The applicant has submitted all of the necessary paperwork. There are no zoning issues with the request.

The following conditions must be met prior to the license being issued:

- Payment of Prorated License Fee

The attached Ordinance approves an increase in the number of Class 25 liquor licenses in order to allow the creation the issuance of a new Class 25 liquor license to Casa Chapala Mexican Grill Inc. d/b/a Casa Chapala Mexican Grill, located at 1295 N. Randall Road, #104.

Votes Required to Pass:
Simple majority

Ord. No.
File No. 255 L

The City of Crystal Lake

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, as follows:

SECTION I: That CHAPTER 329 LIQUOR LICENSES Section 329-6 Limitations on licenses shall be as follows:

1. Class 25 License shall be increased from 5 to 6.

SECTION II: That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

SECTION III: That all Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

DATED at Crystal Lake, Illinois, this 7th day of May 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 7, 2024
APPROVED: May 7, 2024

Draft

Dear Mayor and City Council,

Hello, my name is Javier Zepeda, owner of Casa Chapala Mexican Grill here in Crystal Lake. I am writing you this letter to express my interest in being able to sell alcohol in my establishment. I have my first location, Casa Chapala's Grill, in Wheeling, Illinois. I have currently obtained a Liquor License and Gaming License there for the past 6 years and have not received prior violations.

The reason I would like to be licensed in my establishment is to be able to help generate revenue in my establishment to be able to push a bit more revenue and have more dine-in experiences. Due to the prior location that was established before, we receive the majority of our clientele who carry out orders. We would love to invite patrons to be able to sit down and have a wonderful dine-in experience with our personnels.

I hope you find this letter well and are able to understand my reasonings and willing to provide more information if needed.

Thank you,
Javier Zepeda
Casa Chapala Mexican Grill

LL24-000002
Liquor License

Applicant Name	Javier Zepeda
Applicant Email	Casachapalacl@gmail.com
Applicant Address	4931 thistle lane Lake in the hills IL 60156
Applicant Company Name	Casa chapala mexican grill
Applicant Company Address	1295 N Randall rd #104 Crystal lake IL 60014
Applicant Home Phone	
Applicant Cell Phone	[redacted]
Applicant Work Phone	
Application Type	New
License Classification	Class 25
Do you have a Class 28 Supplemental Liquor License	No
Have you applied for a Crystal Lake Video Gaming License?	No
Legal Name	Casa chapala mexican grill inc
DBA	Casa chapala mexican grill inc
Phone Number	2243330199
Contact Person Name	Javier Zepeda
Contact Person Email	Casachapalacl@gmail.com
Contact Person Address	4931 thistle lane Lake in the hills IL 60156
Contact Person Company Name	Casa chapala mexican grill
Contact Person Company Address	1295 N Randall rd #104 Crystal lake IL 60014
Contact Person Home Phone	
Contact Person Cell Phone	[redacted]
Contact Person Work Phone	
Manager Name	Javier Zepeda
Manager Email	Casachapalacl@gmail.com
Manager Address	4931 thistle lane Lake in the hills IL 60156
Manager Company Name	Casa chapala mexican grill
Manager Company Address	1295 N Randall rd #104 Crystal lake IL 60014
Manager Home Phone	
Manager Cell Phone	[redacted]
Manager Work Phone	

Manager Status	Current Manager
Citizenship	Yes
Officer Full Name and Title	Javier zepeda owner
Home Address	4931 thistle lane lake in the hills IL 60156
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	[redacted]
Email	[redacted]
Officer Full Name and Title	Javier zepeda/ owner
Does this officer have a middle initial?	1
Home Address	4931 thistle lane lake in the hills il 60156
Phone Number	[redacted]
Email	[redacted]
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	Lisa lee
Address of Lessor	1540 E dundee rd suite 240 palatine IL 60074
Period Covered by Lease	3 years
Has applicant made application for a similar license for premises other than described in this application?	No
Has a previous license by any state or subdivision, or the federal government been revoked?	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or	No
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a	Yes

supplemental Class 28 Liquor License)	
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in Crystal Lake
Liquor Liability Insurance Expiration	03/11/2025
Is your Surety Bond Continuous?	Yes
Surety Bond Expiration	03/11/2025
Check this box to confirm above statement	1
Payment Type	50% Installment

Attach Lease Agreement: Executed Lease 7-29-2021.pdf
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant:

Letter CL.pdf
Owner / Registered Agent Signature: signature.png
Partner / Manager Signature: signature.png
Proof of Liquor Liability Insurance: Casa Crystal Lake.pdf
Surety Bond ($1000 payable to City of Crystal Lake): Surety bond CL.pdf
Upload Certificate of Occupancy Click Here for form: Occupancy CL.pdf
Upload signed affidavit Click Here for form: Affidavit.pdf

AFFIDAVIT

STATE OF Illinois)
) SS
COUNTY OF McHenry)

I (we) swear that I (we) will not violate any of the ordinances of the City of Crystal Lake or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of my (our) knowledge and belief.

(Affidavit must be signed in front of a notary public.)

Please sign below:

Javier Zepeda — Owner
Printed Full Name — Title

Javier Zepeda — 3/20/2024
Applicant Signature — Date

Javier Zepeda
Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

20 day of March, 2024.

Malane J Berg
Notary Public

My commission expires: 08/09/2025

(SEAL)

"OFFICIAL SEAL"
MALANE J BERG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/09/25

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Effective Date: March 19th, 2024

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 66995334

That we, Casa Chapala Mexican Grill, Inc.

of Crystal Lake, State of Illinois, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of Illinois, as Surety, are held and firmly bound unto the Village of Crystal Lake, State of Illinois, as Obligee, in the penal sum of One Thousand and 00/100 DOLLARS ($1,000.00), lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed Liquor Village of Crystal Lake

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until March 19th, 2025, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this 19th day of March, 2024.

Casa Chapala Mexican Grill, Inc.
Principal

Principal

WESTERN SURETY COMPANY

By _____
Larry Kasten, Vice President

Form 532-8-2023

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 19th day of March, 2024, before me, the undersigned officer, personally appeared Larry Kasten, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

S. GREEN
NOTARY PUBLIC
SEAL SOUTH DAKOTA SEAL

S. Green
Notary Public — South Dakota

My Commission Expires: February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____, known to me to be the individual ___ described in and who executed the foregoing instrument and acknowledged to me that ___he ___ executed the same.

My commission expires

_____, _____

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires

_____, _____

_____
Notary Public

Western Surety Company

License or Permit No. _____

LICENSE AND PERMIT BOND

As _____ of _____

State of _____

Name of Applicant _____

Address _____

Filed _____, _____

Approved this _____ day of _____, _____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor Village of Crystal Lake

bond with bond number 66995334

for Casa Chapala Mexican Grill, Inc.
as Principal in the penalty amount not to exceed: $ 1,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 19th day of March, 2024.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 19th day of March, 2024, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires February 12, 2027

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F9701

CASAC-2 OP ID: LG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 630-268-1600 Concklin Insurance Agency Inc 240 S Westmore/Meyers Rd Lombard, IL 60148 Michael Mormando	CONTACT NAME: Michael Mormando PHONE (A/C, No, Ext): 630-268-1600 FAX (A/C, No): 630-629-0486 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Illinois Casualty Company — 15571
INSURED Casa Chapala Mexican Grill Inc DBA Casa 1295 N Randall Rd #104 Crystal Lake, IL 60014	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR			BP49110	03/11/2024	03/11/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Liquor Liability						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO			BP49110	03/11/2024	03/11/2025	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N / A		WC20545	03/11/2024	03/11/2025	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Liquor Liability			LL114340	03/11/2024	03/11/2025	Liquor	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITYCRY

City of Crystal Lake
100 West Woodstock Street
Crystal Lake, IL 60014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Melamed

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

LEASE

This Lease made this 28th day of July, 2021, by and between Shiner Management Group, Inc. as agent for Next Crystal Lake L.L.C. (hereinafter referred to as "Landlord") and Nora Nancy Cabral Garcia and Ramon Garcia (hereinafter referred to as "Tenant").

W I T N E S S E T H

ARTICLE I

BASIC LEASE PROVISIONS

Section 1.1 Basic Lease Provisions.

(a) Landlord: Shiner Management Group, Inc.
3201 Old Glenview Road
Suite 235
Wilmette, IL 60091

(b) Tenant: Nora Nancy Cabral Garcia and Ramon Garcia
384 Lloyd Street
Cary, IL 60013

(c) Term: The term of this Lease and the Tenant's obligation to pay Rent hereunder shall commence upon: (a) the date one hundred fifty (150) days after the day that the Landlord, or the Landlord's architect, notifies Tenant that the Landlord's work in the Leased Premises (as herein defined) is completed; provided, however, Landlord's work shall be deemed complete if it is being delayed by failure of the Tenant to complete its work; or (b) the date on which Tenant shall open the Leased Premises for business to the public, whichever of said dates shall first occur (the applicable date hereinafter called the "Commencement Date"). Each of the parties hereto agrees that, upon the Commencement Date of the Lease or from time to time thereafter, upon the request of the other party, it will execute and deliver such further instruments as may be appropriate, setting forth the Commencement Date and the date of expiration of the term of this Lease. The term of this Lease shall end on the last day of the Fifth consecutive Lease Year (as said term "Lease Year" is hereinafter defined), after the Commencement Date unless sooner terminated as herein provided. The Fifth Lease Year shall consist of fifteen (15) months.

(d) Fixed Minimum Monthly Rent: Tenant agrees to pay to the Landlord at the office of the Landlord or at such other place designated by the Landlord, without any prior demand therefore, without any deduction or setoff whatsoever, as its "Fixed Minimum Monthly Rent":

A. the total sum of ~~Ninety-nine Thousand Five Hundred Thirteen and 16/100 Dollars ($99,513.16)~~ One Hundred Twenty Thousand Seven Hundred Fifty Fived and 16/100 ($120,755.16) payable as follows:

(i) the sum of Twenty-one Thousand Six Hundred and 00/100 Dollars ($21,600.00) payable in twelve (12) equal monthly installments, each in the amount of One Thousand Eight Hundred and 00/100 ($1,800.00), to be paid in advance on the first day of each and every calendar month commencing on the first day of the First Lease Year through the last day of the First Lease Year, inclusive; and

(ii) the sum of Twenty-two Thousand Two Hundred Forty-eight and 00/100 Dollars ($22,248.00) payable in Twelve (12) equal monthly installments, each in the amount of One Thousand Eight Hundred and 00/100 Dollars ($1,854.00), to be paid in advance on the first day of each and every calendar month commencing on the first day of the Second Lease Year through the last day of the Second Lease Year, inclusive; and

(iii) the sum of Twenty-two Thousand Nine Hundred Fifteen and 44/100 Dollars ($22,915.44) payable in twelve (12) equal monthly installments, each in the amount of One Thousand Nine Hundred Nine and 62/100 Dollars ($1,909.62), to be paid in advance on the first day of each and every calendar month commencing on the first day of the Third Lease Year through the last day of the Third Lease Year, inclusive; and

(iv) the sum of Twenty-three Thousand Six Hundred Two and 92/100 Dollars ($23,602.92) payable in twelve (12) equal monthly installments, each in the amount of One Thousand Nine Hundred Sixty-six and 91/100 Dollars ($1,966.91), to be paid in advance on the first day of each and every calendar month commencing on the first day of the Fourth Lease Year through the last day of the Fourth Lease Year, inclusive; and

(v) the sum of Thirty Thousand Three Hundred Eighty-eight and 80/100 Dollars ($30,388.80) payable in fifteen (15) equal monthly installments, each in the amount of Two Thousand Twenty-five and 92/100 Dollars ($2,025.92), to be paid in advance on the first day of each and every calendar month commencing on the first day of the Fifth Lease Year through the last day of the Fifth Lease Year, inclusive.

(e) Tenant's Use of the Leased Premises:
Operation of a Mexican Restaurant for sit down and carry out service and for no other purpose. Tenant shall not be allowed to sell pizza. Tenant shall be allowed to sell alcohol for on-premises consumption only. If Tenant sells alcohol at the Leased Premises for on-premises consumption only, Tenant shall notify Landlord and Tenant shall provide any and all insurance required by State Law or Tenant's and/or Landlord's insurance carrier in order to properly cover all parties due to such sale. Tenant shall name Landlord and its agents as additional insured on any aforementioned insurance coverage.

Section 1.2 Significance of a Basic Lease Provision.

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 of this Article shall be deemed and construed to incorporate all of the terms provided under each such Basic Lease Provision.

Section 1.3 Enumeration of Exhibits.

The exhibits enumerated in this Section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as part of this Lease.

Rider

Exhibit A. Legal Description of Shopping Center.

Exhibit B. Site Plan.

Exhibit C. Description of Landlord's Work.

Exhibit D. Description of Tenant's Work.

Exhibit E. Design Criteria for Tenant's Signage.

ARTICLE II

LEASED PREMISES AND TERM.

Section 2.1 Shopping Center.

Landlord is the owner of a tract of land located in Crystal Lake, IL which premises are sometimes referred to as "Landlord's Tract," and legally described on Exhibit A. Landlord's Tract, together with the tentative original buildings to be constructed thereon, are depicted on Exhibit B, and said tracts and any improvements and appurtenances constructed thereon are sometimes hereinafter referred to as the "Shopping Center." Landlord reserves the right to change the number and location of buildings, building dimensions, the number of floors in any of the buildings, store dimensions, appearance of the buildings and the identity and type of other stores and tenancies, provided only that the size of the Leased Premises (as hereinafter defined), reasonable access to Tenant's store premises and the parking facilities shall be consistent with zoning requirements.

Section 2.2 Leased Premises.

(a) In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, Landlord hereby leases and demises to Tenant and Tenant hereby leases from Landlord, subject to and with the benefit of the terms of this Lease, the store premises sometimes herein referred to as the "Leased Premises" and more particularly described as follows: All of the store premises known as 1295 Randall Road, Suite 104, Crystal Lake, IL, consisting of approximately 1,200 square feet, as crosshatched on the site plan attached hereto and made a part hereof as Exhibit B. Said Leased Premises shall be measured from the exterior face of exterior walls and the center line of any walls which Tenant shares with other tenants or occupants of the Shopping Center provided that no deduction from leasable space shall be made for columns, stairs, elevators or any interior construction or equipment within the six (6) boundaries which demise the Leased Premises.

(b) Landlord specifically excepts and reserves to itself the use of the roof, the exterior portions of the Leased Premises, other than the storefront and such areas within the Leased Premises required for installation of utility lines and other installations required to service other tenants of the Shopping Center, from time to time during the term of this Lease, it being agreed that such utility lines and other installations upon completion shall not materially interfere with Tenant's general use and occupancy of the Leased Premises. In the event that Tenant's specific consent is required, however, such consent shall not be unreasonably withheld. No rights are conferred on Tenant, and Landlord specifically reserves, all

rights to the land and improvements below the floor level of the Leased Premises and to the air rights above the Leased Premises and to the land and improvements located on and within the common areas unless otherwise specifically provided.

Section 2.3 Entry by Tenant.

Tenant shall have the right upon notification from the Landlord or Landlord's supervising architect to enter the Leased Premises for the purpose of installation of trade fixtures and otherwise preparing the Leased Premises for the conduct of the Tenant's business therein. Such entry by Tenant on the Leased Premises shall be subject to all the terms, covenants and conditions of this Lease, except the covenants relating to payment of rent which shall nevertheless accrue in accordance with Section 1.1(c). During such installation of trade fixtures and other work performed by and/or for Tenant in or about the Leased Premises or the Shopping Center, the Tenant, its agents, employees and contractor shall work in harmony with and subject to the schedule of Landlord, its agents, employees and contractors. Landlord shall have no liability whatsoever for loss or damage to Tenant's fixtures or any of its work or property or of Tenant's contractor's work or property.

Section 2.4 Failure of Tenant to Open.

In the event the Landlord notifies the Tenant that the Leased Premises are ready for occupancy and the Tenant fails to take possession and to open the Leased Premises for business with all trade fixtures, stocked and staffed within one hundred fifty (150) days from said notice, then the Landlord shall have any and all remedies herein provided.

Section 2.5 Excuse of Landlord's Performance.

Anything in this Agreement to the contrary notwithstanding, providing such cause is not due to the willful or gross negligent act of the Landlord, the Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any force majeure, including but not limited to, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through act of God or other cause beyond the control of the Landlord.

Section 2.6 Completion Date.

Landlord agrees that it shall use reasonable efforts to substantially complete construction of the Leased Premises on or before the full execution of the Lease. In the event that for any reason or cause whatsoever (other than the default by Tenant in the performance of any of the terms, covenants and conditions in this Lease on the part of Tenant to be performed) Landlord shall fail to substantially complete its obligations for the construction of the Leased Premises and make them ready for occupancy on or before said date, Landlord shall not be subject to any liability for the failure to give possession on said date. Under such circumstances, the rent reserved and covenants to be performed herein shall not commence until the Leased Premises are available for occupancy by Tenant under the terms hereof and no such failure to give possession on that date shall affect the validity of this Lease or the obligations of Tenant hereunder, nor shall the same be construed to extend the term of this Lease.

Section 2.7 Lease Year.

The term "Lease Year" as hereinafter referred to, means a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the Commencement Date of the term hereof if the Commencement Date shall occur on the first day of the calendar month; if not, then the first Lease Year shall commence on the first day of the calendar month next following the Commencement Date of the term hereof. The phrase "Lease Year" or "Term of this Lease" as used herein shall include all full Lease Years and any partial month at the commencement of the term.

ARTICLE III

CONSTRUCTION BY LANDLORD AND TENANT

Section 3.1 Construction by Landlord.

Tenant shall accept the Leased Premises in an "as-is, where-is" condition with no work being required of Landlord. Landlord represents and warrants that the HVAC, electric and plumbing serving the Leased Premises shall be in good working order at the time that the Tenant takes possession of the Leased Premises.

Section 3.2 Construction by Tenant.

All work other than that to be performed by Landlord is to be done by Tenant in a good and workmanlike manner, free of all mechanic lien claims, by bonded contractors, approved by Landlord, at Tenant's expense and in accordance with the outline specifications set forth in the schedule entitled Tenant's Work and attached hereto as Exhibit D, the design criteria for Tenant's signage, attached hereto as Exhibit E and the plans and specifications hereinafter referred to in this Section 3.2. Tenant agrees that within forty-five (45) days from date hereof, at its sole cost and expense, it will prepare and deliver to Landlord, for Landlord's approval, four complete sets of plans and specifications (including engineering, mechanical, plumbing and electrical work, if applicable) covering Tenant's work as set forth in Exhibits D and E, in such detail as Landlord may require and in full compliance with Exhibits D and E, and all applicable statutes, ordinances, rules, regulations and codes, certified by a licensed and registered architect and a licensed and registered professional engineer. In the event Landlord shall notify Tenant that Tenant's plans and specifications are not approved, Tenant shall have fifteen (15) days from the date of Landlord's disapproval to revise the plans and specifications and resubmit them to Landlord for Landlord's approval. If said plans and specifications are not so submitted within said forty-five (45) days Landlord may (a) proceed with its work as hereinabove provided and any changes or revisions thereof required thereafter shall be made at Tenant's sole expense, and Landlord shall have the right to determine whether said changes shall be made by Landlord's contractor or Tenant's contractor; or (b) terminate this Lease as provided in Section 10.1 of Article X herein. In such event Landlord shall have the right to recover as liquidated damages and not as a penalty a sum of money equal to three month's Fixed Minimum Monthly Rent. Tenant shall not commence Tenant's Work until Tenant has received full and final approval from Landlord.

Section 3.3 Obligations of Tenant before Lease Term Begins.

Tenant shall perform diligently such of its obligations contained in Exhibit D as are to be performed by it prior to the beginning of the Lease Term, and shall complete its work not later than one hundred fifty (150) days after the Leased Premises are made available to it for its work. Tenant shall also observe and perform all of its obligations under this Lease (except its obligations to pay Fixed Minimum Monthly Rent, pro rata share of Real Estate Taxes, insurance and common area charges) from the date upon which the Leased Premises are made available to Tenant for its work until the Commencement Date of the Lease Term in the same manner as though the Lease began when the Leased Premises were so made available to Tenant. Prior to the Commencement Date, Tenant shall furnish detailed evidence satisfactory to Landlord as to the cost of Tenant's work, and that Tenant's work has been completed and paid for in full.

ARTICLE IV

METHOD OF RENT PAYMENT

Section 4.1 Rent, Fixed Minimum Monthly.

Tenant agrees to pay rent and all other charges set forth herein, to Landlord, or to such other person as Landlord may direct in writing from time to time, without demand, at such place as Landlord may by notice in writing to Tenant from time to time direct at the following rates and times:

> Fixed Minimum Monthly Rent, as provided in Section 1.1, payable in advance in equal successive monthly installments on the first day of each calendar month included in the Lease Term. For any portion of a calendar month included at the beginning of the Lease Term, one thirtieth of such monthly payment for each day of such portion, payable on the first day of such portion.

ARTICLE V

COMMON AREAS AND FACILITIES

Section 5.1 Common Areas and Facilities.

Landlord shall make available from time to time such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate. Landlord shall operate, manage, equip, light, insure, secure, repair and maintain the common area and facilities for their intended purposes in such manner as Landlord shall in its sole discretion determine and may from time to time change the size, location and nature of any common area and facility and may make installations including kiosks therein and move and remove such installations. Landlord shall have the right to close the common area or any part thereof on such non-business days or during such non-business hours as Landlord shall in its sole discretion determine.

Section 5.2 Use of Common Areas.

During the term hereof, as long as Tenant is not in default under the terms and conditions of this Lease, Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the common areas as designated from time to time by Landlord, subject to the conditions hereinafter stated and to such reasonable regulations as Landlord may from time to time impose, including the

designation of specific areas in which cars owned by Tenant, its permitted concessionaires, officers, employees and agents must be parked. Tenant agrees to abide by such regulations and cause its permitted concessionaires, officers, employees, agents, customers and invitees to conform thereto. Landlord may at any time close temporarily any common area to make repairs or changes to prevent the acquisition of public rights in such area or to discourage noncustomer parking; and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof. Tenant shall upon request furnish to Landlord the license numbers and description of the cars operated by Tenant and its permitted concessionaires, officers and employees. Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their permitted concessionaires, officers, employees, agents, customers and invitees, to use any part of the parking areas and other common areas. Failure of Tenant to abide by Landlord's rules and regulations shall be considered to be a default by Tenant hereunder and shall entitle Landlord to exercise any of its rights and/or remedies herein set forth.

Section 5.3 Charges for Common Area and Facilities.

For each Lease Year of the Lease Term, Tenant will pay to Landlord in the manner provided for in Sections 5.4 and 5.5 its pro rata share of common area charges. As used in this Lease, the term "common area charges" means the total of all items of cost and expense expended, (including appropriate reserves) in managing the Shopping Center, operating, equipping, protecting, policing, lighting, repairing, replacing and maintaining the common areas and their facilities, including but not limited to, all costs and expenses for or pertaining to (1) any fees for the management of the Shopping Center; (2) maintaining and repairing as shall be required in Landlord's or its designee's judgment to preserve the utility and condition of the common areas in substantially the same condition and status as the common areas shall be in as of the time of the completion of the original construction and installation thereof; (3) security, fire protection and traffic direction and control; (4) cleaning and removal of rubbish, dirt, debris, snow and ice; (5) planting, replanting and replacing flowers and landscaping; (6) water, drainage and sewerage; (7) liability, property damage, fire, extended coverage malicious mischief, vandalism, workmen's compensation and employees' liability and any other casualty and liability insurance, and rent interruption insurance; (8) wages, health and welfare benefits, pension benefits, vacations, unemployment taxes and social security taxes; (9) personal property taxes; (10) permits and licenses; (11) supplies; (12) the operation of loudspeakers and other equipment supplying music; (13) utility services and lighting (including the cost of light bulbs and electric current), parking lot striping, maintenance, repair and replacement of any paving, curbs, sidewalks or drainage and lighting facility; (14) depreciation or rental and finance charges of machinery and equipment used in the operation of the common areas (but not including depreciation of the original cost of constructing the common areas of the Shopping Center); (15)maintenance and repair of the roof, gutters and downspouts; and (16) administrative charges not to exceed twenty percent (20%) of the total costs of operating and maintaining the common areas (exclusive of such administrative charges and management fees) and such other costs as Landlord may determine are required for the proper maintenance and repair of the common areas and their facilities.

Section 5.4 Tenant's Pro Rata Share.

Tenant's pro rata share of the common area charges shall be calculated by multiplying the total of the common area charges by a fraction, the numerator of which is the gross square footage of the Leased Premises and the denominator of which is the gross leasable square footage of the Shopping Center.

Section 5.5 Payment of Common Area Charges.

The annual charges for common area maintenance shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Landlord (the "Common Area Payments"). Promptly after the end of each Calendar Year, Landlord shall furnish Tenant a statement in reasonable detail of the actual common area charges expended by Landlord during such period (the CAM Statement). If the Common Area Payments for such period exceed Tenant's pro rata share of the amount set forth in the CAM Statement, such overpayment shall be credited against the next succeeding payments due pursuant to this Section, provided however that if such overpayment has been made in the final year of the Term, Tenant shall be entitled to a refund, payable within thirty (30) days after demand by Tenant. In the event that the Common Area Payments for such period are less than Tenant's pro rata share of the common area charges, Tenant shall pay the difference within ten (10) days of receipt of the CAM Statement. This provision shall survive the expiration or earlier termination of this Lease.

ARTICLE VI

UTILITY SERVICE

Section 6.1 Utilities.

Tenant agrees that throughout the term of this Lease or for such period prior to the term that Tenant has the right of possession of the Leased Premises, it will provide and pay when due at Tenant's sole cost and expense, all utility charges consumed or used in connection with the Leased Premises, including, but not limited to, water, gas, electric, sewer and telephone including all deposits, meter fees, installation, hook-up and connection fees and including all utility charges used in the operation of Tenant's heating, ventilating and air-conditioning system.

If Tenant receives utilities through a meter which utilities are also supplied to other Tenants of the Shopping Center, then Tenant shall pay to Landlord as additional rent within five (5) days after demand therefore a sum equivalent to its proportionate share of the total utility meter charges as Tenant's portion thereof and a sum equivalent to its proportionate share of the total water and sewer charges as Tenant's portion thereof. In no event shall Landlord be liable for interruptions of failures in the supply of utilities to the Leased Premises.

Tenant's portion of such charges shall be determined by multiplying the total charges incurred by a fraction, the numerator of which shall be the gross square footage of the Leased Premises and the denominator of which shall be the total number of gross square feet within that portion of the Shopping Center which is included in and connected to the same utility meters as the Leased Premises.

ARTICLE VII

LANDLORD'S ADDITIONAL COVENANTS

Section 7.1 Repairs by Landlord.

Landlord covenants at its expense to keep the structural portions of the underground foundations of the Leased Premises and the structural portions of the concrete floors and exterior walls as same are defined in Article VIII, Subsection 8.1 F(b) hereof, in good repair and condition, unless any necessary work is required because of damage caused by any act, omission or negligence of Tenant, any permitted concessionaires or their respective employees, agents, invitees, licensees or contractors. Landlord shall not be required to commence any such repair until a reasonable time after written notice from Tenant that the same is necessary. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which event the obligations of Landlord shall be controlled by Article IX. Except as provided in this Section 7.1, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Leased Premises, or any equipment, facilities or fixtures contained therein which shall be the responsibility of Tenant as provided in Article VIII, Subsection 8.1 F and G.

Section 7.2 Quiet Enjoyment.

Landlord covenants that the Tenant on paying the rent and performing Tenant's obligations in this Lease shall peacefully and quietly have and hold and enjoy the Leased Premises through the term of this Lease or until it is terminated as in this Lease provided.

ARTICLE VIII

TENANT'S ADDITIONAL COVENANTS

Section 8.1 Affirmative Covenants.

Tenant covenants at its expense at all times during the Lease Term and such further time as Tenant occupies the Leased Premises or any part thereof:

A. To perform promptly all of the obligations of Tenant set forth on this Lease and to pay when due the Fixed Minimum Monthly Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant without any deductions, off-sets or counterclaims whatsoever.

B. To use the Leased Premises only as set forth on the second page of this Lease in Section 1.1 (f), and to operate its business in the Leased Premises under Tenant's Trade Name provided in Section 1.1(b), and to conduct its business at all times in a high grade and reputable manner so as to produce the maximum volume of sales and transactions and to help establish and maintain a high reputation for the Shopping Center.

C. To spend for advertising during each Lease Year during the entire term hereof not less than two percent (2%) of Tenant's gross sales at the Premises and in compliance with the remaining provisions of this section 8.1 C.

In any advertising program of Tenant in the Chicago metropolitan area, Tenant agrees to cause the store located in the Premises to be included so that said store will receive at least equivalent treatment with respect to advertising and publicity as is afforded other stores now owned, operated or hereafter

acquired by Tenant and to cause mention of the address, trade name and location of said store in such advertising and publicity as often as reasonably possible.

D. Except when and to the extent that the Leased Premises are untenantable by reason of damage by fire or other casualty, to use and continuously operate for retail sales purposes all of the Leased Premises other than such minor portions thereof as are reasonably required for storage and office purposes; to use such storage and office space only in connection with the business conducted by Tenant in the Leased Premises; to furnish and install all trade fixtures which shall at all times be suitable and proper for carrying on Tenant's business; to carry a full and complete stock of seasonable merchandise offered for sale at competitive prices, to maintain adequate trained personnel for efficient service to customers; to open for business and remain open during the entire Lease Term on all business days, including such evenings and during such business hours as shall be determined by Landlord; and to light its display windows and signs, if any, during any hours when the Shopping Center or the Leased Premises are open for business.

E. To store in the Leased Premises only such merchandise as is to be offered for sale at retail within a reasonable time after receipt; to store all trash and refuse in adequate containers within the Leased Premises which Tenant shall maintain in a neat and clean condition and so as not to be visible to members of the public shopping in the Shopping Center and so as not to create any health or fire hazard and to attend to the daily disposal thereof in the manner designated by Landlord; to properly dispose of all garbage, refuse or waste in the dumpsters for your Leased Premises, and all liquid waste (i.e. pesticides, any chemicals, solvents, paint and related products) to be disposed of properly and not disposed of through the plumbing fixtures or dumped on, in or about the Leased Premises; to keep all drains inside the Leased Premises clean; to receive and deliver goods and merchandise only in the manner and at such times and in such areas as any be designated by Landlord; and to conform to all rules and regulations which Landlord may make in the management and use of the Shopping Center requiring such conformance by Tenant's employees. If the Leased Premises are used for the sale of food for consumption, such as for a restaurant or snack bar, Tenant shall store all trash, refuse and garbage in a garbage storeroom or compartment which Tenant shall install and keep in repair at its sole expense. The temperature thereof shall constantly be maintained at no less than 50 degrees or more than 55 degrees Fahrenheit.

F. (a) Throughout the term of this Lease, Tenant shall, at Tenant's sole cost and expense, keep the entire Leased Premises in good repair, maintaining the Leased Premises at all times in a first class manner, including, but not limited to, the fire protection system, pipes, plumbing, conduit, all glass, store fronts, electric wiring, air conditioning and heating equipment, boilers, motors, engines, tanks, machinery, equipment, fixtures, appliances, furniture, floor coverings, walls, wall coverings, ceilings, decor, partitions, doors, entranceways, bathrooms, dressing rooms and appurtenances belonging thereto installed for the use or used in connection with the Leased Premises and Tenant shall, at Tenant's sole cost and expense, by contractors or mechanics approved by Landlord,

make as and when needed all repairs in or about the Leased Premises and in and to all such equipment, fixtures, appliances and appurtenances necessary to keep the same in good order and condition.

When used in this Lease the term "repairs" shall include all replacements, renewals, alterations, additions and betterments. All repairs made by Tenant shall be of new first class material and workmanship and at least equal to the original work.

(b) As used in this Article and Article VII, the expression "exterior walls" shall not be deemed to include interior walls, dry wall, partitions, studs, framing, store front or store fronts, plate glass, window cases, or window frames, door or door frames. It is understood and agreed that the Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or improvement to and upon the Leased Premises or the mechanical equipment exclusively serving the Leased Premises at any time except as in this Lease expressly otherwise provided.

(c) Tenant shall, upon the request of Landlord, refurbish all or any portion of the interior of the Leased Premises to the end that furnishings, furniture, flooring, partitions, ceilings, walls, fixtures, equipment and other appointments in the interior of the Leased Premises shall be at all times in a first class condition and appearance.

(d) In accordance with the applicable provision contained in Exhibit C, Landlord will provide Tenant with a roof mounted H.V.A.C. system to service the Leased Premises at the inception of this Lease. Thereafter Tenant shall be responsible for the cost and expense of repairing, maintaining and replacing said H.V.A.C. system throughout the Lease Term. Tenant is obligated to obtain its own maintenance contract for HVAC System, and provide Landlord with evidence of such contract at commencement of this Lease.

G. To make all repairs, alterations, additions or replacements to the Leased Premises whether interior or exterior, structural or non-structural, required by any law or ordinance or any order, code, regulation or requirement of any public authority because of Tenant's use of the Leased Premises; to keep the Leased Premises equipped with all safety appliances so required because of such use; to procure any licenses and permits required for any such use; and to comply with the orders and regulations of all governmental authorities, at Tenant's expense.

H. If the Leased Premises be or become infested with vermin, Tenant shall at Tenant's expense cause the same to be exterminated from time to time to the satisfaction of Landlord and shall employ such exterminators and such exterminating company or companies as shall be approved by Landlord.

I. Subject to the provisions of Section 8.2 F, to pay promptly when due the entire cost of any work in the Leased Premises undertaken by Tenant so that the Leased Premises shall at all times be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all such

work in a good and workmanlike first class manner, employing new materials of good quality; to perform such work only with contractors and plans previously approved of in writing by Landlord; to comply with all governmental ordinances, codes, rules, regulations and requirements and to save Landlord and Landlord's mortgagee and beneficiaries and their respective agents and employees harmless and indemnified from all injury, loss, claims or damage to any persons or property occasioned by or growing out of such work.

J. Tenant agrees to maintain, at Tenant's sole cost and expense, in responsible companies, public liability insurance, insuring Landlord and Landlord's mortgagee and beneficiaries and their respective agents and employees and Tenant, as their interest may appear, against all claims, demands, or action for injury to or death of any one individual in any one occurrence in an amount of not less than $1,000,000.00 and if there is an aggregate on the Tenant's insurance policy, that aggregate shall not be less than $2,000,000.00 and for damage to property in an amount not less than $500,000.00 made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business in or upon the Leased Premises and anywhere upon the Shopping Center (Landlord shall have the right to direct Tenant to reasonably increase said amounts whenever it considers them inadequate) and in addition, and in like amounts, covering Tenant's contractual liability under the aforesaid hold harmless provision; to carry business interruption/extra expense coverage; to carry like coverage against loss or damage by boilers, compressors and machinery, if any, to maintain plate glass insurance on a full replacement cost basis (no deduction for depreciation) covering all plate glass on the Leased Premises; an All Risk Fire Insurance policy with Special Form coverage endorsement including, but not limited to, vandalism and malicious mischief covering all of the improvements, structures, stock in trade, fixtures, furnishings, furniture, equipment, personal property and contents of the Leased Premises to the extent of their full replacement cost with no deduction for depreciation. All of said insurance shall be carried with responsible companies authorized to do business in the State of Illinois, rated AAA by Best's Insurance Rating Service and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Landlord and Landlord's mortgagee. The policies (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium, shall be deposited with the Landlord prior to Tenant's possession or occupancy of the Leased Premises whichever shall first occur and upon renewals of such policies, not less than thirty (30) days prior to expiration of the term of such coverage. If Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect and Tenant shall pay Landlord the premium cost thereof upon demand. Each such payment shall constitute additional rent payable by Tenant under this Lease and Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord, in addition to any and all other rights and remedies provided Landlord under the terms of this Lease, shall also be entitled to recover as damages for such breach the

uninsured amounts of any loss, to the extent of any deficiency in the insurance required by the provisions of this Lease.

K. Not Used.

L. To permit Landlord, Landlord's mortgagee and beneficiaries and their respective agents and employees to enter the Leased Premises at reasonable times for the purpose of inspecting same, of making repairs, additions or alterations thereto or to the building in which the same are located and of showing the Leased Premises to prospective purchasers, lenders and tenants. Landlord shall have the right to place "For Rent" signs upon the Leased Premises six (6) months prior to the expiration of the term hereof. Tenant agrees that any such entry, inspection and repairs, additions or alterations, shall not constitute eviction of Tenant in whole or in part and rent in no way shall abate.

M. To remove, at the termination of this Lease by lapse of time or otherwise, such of Tenant's goods and effects as are not permanently affixed to the Leased; to remove such of the alterations and additions and signs made by Tenant as Landlord may request; to repair any damage caused by such removal; and peaceably to yield up the Leased Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove) and all fixtures, furnishings, floor coverings and equipment which are permanently affixed to the Leased Premises, which shall thereupon become the property of Landlord, in clean and good order, repair and condition, damage by fire and reasonable wear and tear excepted. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of the Landlord.

N. This Lease shall be subject and subordinate to the lien of any deed of trust or mortgage which Lessor may place upon the premises, and to all terms, conditions and provisions thereof, to all advances made, and to any renewals, extensions, modifications or replacements thereof; provided, however, that if the Lease is in full force and effect and there are no defaults thereunder on the part of the Lessee, the right of possession of Lessee to the Leased Premises and Lessee's rights arising out of this Lease shall not be affected or disturbed by the mortgagee in the exercise of any of its rights under the deed of trust or mortgage or the note secured thereby, nor shall Lessee be named as a party defendant to any foreclosure of the lien or mortgage, nor in any other way be deprived of its rights under this Lease. In the event that the mortgagee, or any other person, acquires title to the premises pursuant to the exercise of any remedy provided for in the deed of trust or mortgage, this Lease shall not be terminated or affected by said foreclosure or sale, or any such proceeding, and the mortgagee shall agree that any sale of the premises pursuant to the exercise of any rights and remedies under the deed of trust or mortgage, or otherwise, shall be made subject to this Lease, and the rights of the Lessee hereunder. Lessee agrees to attorn to the mortgagee or such person as its new Landlord, and the Lease shall continue in full force and effect as a direct lease between Lessee and mortgagee or such other person, upon all the terms, covenants and agreements set forth in this Lease.

Tenant further waives the provisions of any statute or rule or law, now or hereafter in effect, which may give or purport to

give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligation of Tenant hereunder in the event any such foreclosure proceeding is brought, prosecuted or completed.

Tenant shall execute and deliver whatever instruments may be required under the terms of this Section and, in the event Tenant fails to do so within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead so to do.

O. (a) Tenant agrees to pay to Landlord, Tenant's pro rata share of the Real Estate Taxes (as hereinafter defined) during the term of this Lease, including any period during which Tenant shall transact business in the Leased Premises prior to the commencement of the term of this Lease ("Real Estate Tax Payment"). For the purposes of this Section, the term "Real Estate Taxes" shall include all real estate taxes, assessments, including special taxes and special assessments, water and sewer rents (except water meter charges and sewer rent based thereon) and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, present or future and each and every installment thereof which shall or may, during the Lease Term, be levied, assessed, imposed, become due and payable, or liens upon or arising in connection with the use, occupancy or possession of or grow due or payable out of or for the Shopping Center or any part thereof. Tenant further agrees that Landlord may include any cost or expense, expended by Landlord with respect to any efforts on the part of Landlord or Landlord's representatives to minimize, reduce, protest, negotiate, or adjust any real estate tax bill, tax assessment, or assessed valuation with regard to the Shopping Center including the cost of appraisals, witness fees and attorney's fees and costs in the Real Estate Tax Payment set forth below.

If at any time during the Lease Term the methods of taxation prevailing at the commencement of the Lease Term shall be changed or altered so that in lieu of, in addition to, or as a substitute for the whole or any part of the taxes now levied, assessed or imposed on real estate as such, there shall be levied, assessed or imposed (i) a tax on the rents received from such real estate, and/or (ii) a license fee measured by the rents receivable by Landlord from the Shopping Center or any portion thereof, and/or (iii) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon the Shopping Center or any portion thereof, then the same shall be included in the computation of Real Estate Taxes hereunder.

For each Lease Year of the Lease Term, Tenant will pay to Landlord Tenant's pro rata share of Real Estate Taxes, as additional rent, promptly without demand in an amount to be estimated by Landlord and in the event Landlord is required under any mortgage covering part of or all of the Shopping Center to escrow Real Estate Taxes, Landlord may use the amount required to be so escrowed as the basis for its estimate and to be adjusted at the end of each Lease Year based upon the Landlord's actual costs when

determinable based upon final tax bills. Any amount equal to 1/12th of the Landlord's estimate of current Real Estate Taxes shall be paid in advance during the term of the Lease on the first day of each calendar month and a proportionate sum for the partial month, if any, at the commencement of the Lease Term based upon the total square footage of the Leased Premises. The Real Estate Tax Payment shall consist of all items of cost and expense for Real Estate Taxes. The Real Estate Tax Payment shall be based upon a ratio of the total square footage of the Leased Premises to the total leasable square footage of the Shopping Center (which includes all leased areas, parking and other common areas, all of which Tenant pays its pro rata share of taxes on), as of the day of assessment. Said payment may increase or decrease from time to time and shall survive the expiration or earlier termination of the Lease Term. Within a reasonable time after the end of the Calendar Year, Landlord shall notify Tenant of the actual amount due from Tenant. Any amount paid by Tenant which exceeds the aforesaid amount due shall be credited against the next succeeding payments due pursuant to this Section. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of notice from Landlord. Anything herein to the contrary notwithstanding, if there is more than one tax parcel comprising the Shopping Center and if any of the tax bills for any of the parcels of the Shopping Center are paid in whole by the tenant and/or tenants of that parcel, the denominator of Tenant's pro rata share will be reduced by those buildings on those parcels and the total tax bill for which the tenant will be charged, will not include the aforementioned bills.

(b) For each Lease Year of the Lease Term, or such period of time Tenant shall have the right of possession of the Leased Premises, Tenant will pay to Landlord Tenant's pro rata share of insurance charges as additional rent, promptly without demand, in an amount to be estimated by Landlord and to be adjusted at the end of each Lease Year based upon Landlord's actual costs therefore (the "Insurance Payment"). An amount equal to 1/12th of Landlord's estimate of the current Insurance Payment shall be payable in advance during the term of the Lease on the first day of each calendar month and a proportionate sum for the partial month, if any, at the commencement of the Lease Term based upon the total square footage of the Leasable Premises. The Insurance Payment shall consist of all items of cost and expense to keep the Shopping Center in Landlord's judgment fully insured including, but not limited to, the cost of the premiums for All Risk Fire Insurance (with all extended coverage endorsement) placed on an agreed amount, full replacement cost basis with no deduction for depreciation, public liability, property damage insurance, rent loss, boiler, compressor and machinery insurance and any other costs incurred in the placing of said insurance, but excluding any costs of insuring the common areas which costs have been included in the Common Area Payment. The Insurance Payment shall be the Tenant's pro rata share based upon a ratio of the total square footage of the Leased Premises to the total leasable square footage of the Shopping Center. Said payment may increase or decrease from time to time and shall survive the ex-

piration or earlier termination of the Lease Term. Subsequent to Landlord's receipt of the actual insurance bill, Landlord shall furnish Tenant a statement of Tenant's actual pro rata share of the insurance charges. Any amount paid by Tenant which exceeds the amount due by Tenant shall be credited on the next succeeding payments due, pursuant to this Section. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of Landlord's statement.

P. To remain fully obligated under this Lease notwithstanding any assignment or sublease or any indulgence granted by Landlord to Tenant or to any assignee or sublessee of Tenant.

Q. To promptly furnish Landlord, from time to time, financial statements and annual reports, reflecting Tenant's (and Guarantor's, if any) current financial condition, whenever requested by Landlord.

R. (a) Prior to Commencement Date and thereafter throughout the term of this Lease, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governments, departments, commissions, boards and officers and all orders, rules and regulations of the National Board of Fire Underwriters, Illinois Inspection and Rating Bureau, the local Board of Fire Underwriters, or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Leased Premises and to all or any parts thereof and/or any and all facilities used in connection therewith, or to the use or manner of use of the Leased Premises, or the owners, tenants or occupants thereof, whether or not any such law, ordinance, order, rule, regulation or requirement shall interfere with the use and enjoyment of the Leased Premises. Tenant shall not be required to make structural repairs or alterations unless it has by its use of the Leased Premises or method of operation therein violated such laws, ordinances, orders, rules, regulations, or requirements.

(b) Tenant shall likewise, at Tenant's sole cost and expense observe and comply with the requirements of all insurance policies and the recommendations of all insurance inspections and insurance carriers with respect thereto at any time in force with respect to the Leased Premises, the Shopping Center or any part thereof.

(c) The Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the provisions of this Article VIII and, in any event, Tenant agrees to indemnify and hold harmless the Landlord, Landlord's mortgagee, beneficiaries and their respective agents and employees, against all liability, damages, costs and expenses, including reasonable attorney's fees arising therefrom. Tenant shall promptly give notice to Landlord of any notice of violation received by Tenant. Without diminishing the obligation of Tenant, if Tenant shall at any time after five (5) days notice by Landlord fail or neglect to comply or commence to comply as expeditiously as is reasonably feasible, with any of said

laws, rules, requirements, orders, directions, ordinances or regulations concerning or affecting the Leased Premises or the use and occupancy thereof, as hereinabove provided and, if a stay is necessary, shall have failed to obtain a stay or continuance thereof, Landlord shall be at liberty to comply therewith and all expenses consequent thereon shall be borne and paid by Tenant; and upon Tenant's failure so to pay, Landlord may pay the same and any payments so made by Landlord, together with the interest thereon at the Lease Interest Rate, as defined herein in Section 11.16, shall immediately become due and payable by Tenant as additional rent.

S. To comply with all present or future rules and regulations for the use and occupancy of the Shopping Center as Landlord, in its sole discretion, from time to time promulgates. Landlord shall have no liability for violation by any other Tenant or Tenants, their agents, employees, customers or invitees of the Shopping Center, or any rules or regulations, nor shall such violation or the waiver thereof excuse Tenant from full and complete compliance therewith.

T. Tenant covenants and agrees to become and remain a member in good standing of any Merchants Association now existing or which may hereafter be organized for the Shopping Center. Tenant agrees to abide by the rules and regulations thereof, to use Tenant's best efforts to develop within said Association an effective promotional and public relations policy and to join with other tenants in such joint promotional sales campaigns as may be put on by said Merchants Association.

Section 8.2 Negative Covenants.

Tenant covenants at all times during the Lease Term and such further time as Tenant occupies the Leased Premises or any part thereof:

A. Not to directly or indirectly (including, but not limited to, any officer, director or shareholder owning 10% or more of the common stock if Tenant is corporation) engage in, own or operate any business similar to that authorized to be conducted hereunder or to permit the use of the same or similar trade names within a radius of three (3) miles from the Shopping Center during the Lease Term hereof; provided, however, that nothing herein shall be construed to prevent the operation of any of Tenant's existing stores under their present trade names. The parties mutually contemplate that Tenant's initial development of sales within the afore described distance will reasonably result in an amount of rent payable to Landlord in excess of the Fixed Minimum Monthly Rent set forth herein and therefore agree that in the event of any violation of the covenant contained in the previous sentence, in addition to all the remedies provided for herein for default, the Fixed Minimum Monthly Rent provided for in Section 1.1 shall be increased from the date of such violation for the remainder of the Lease Term to one hundred twenty-five percent (125%) of the rate effective from time to time for the balance of the Lease. Landlord and Tenant agree that the actual damage to Landlord, as a result of any such violation, while substantial, is impossible to compute and agree that, at Landlord's election, Landlord may treat such increase in rent as liquidated damages.

B. Not to injure, overload, deface or otherwise harm the Leased Premises; or commit any nuisance; nor unreasonably annoy owners

or occupants of neighboring property; nor use the Leased Premises for any hazardous purpose or in any manner that will suspend, void or make inoperative any policy or policies of insurance at any time carried on any improvements within the Shopping Center or in any manner which will increase the cost of any of Landlord's insurance; nor burn any trash or refuse; or sell, display, distribute or give away any alcoholic liquors or beverages; nor sell, distribute or give away any product in the common areas, nor make any use of the Leased Premises which is improper, immoral, offensive or contrary to any law or ordinance or any regulation of any governmental authority; nor conduct or permit any going-out-of-business, bankruptcy, fire, auction, or similar sale on the Leased Premises; nor use any system for the reception of music which has not been approved by Landlord; nor use any advertising such as hand bill, flashing lights, searchlights, loudspeakers, phonographs, sound amplifiers or radio or television receiving equipment; nor load, unload or park any truck or delivery vehicle in any area of the Shopping Center other than the area or areas designated therefor by Landlord; nor use any sidewalks, walkways, entranceways to the Leased Premises, or Common Areas in the Shopping Center for the storage or disposal of trash or refuse or the keeping, selling, giving away, promoting or displaying of any merchandise or other object, it being agreed by Tenant, that Tenant shall conduct all its business operations inside the Leased Premises and Tenant shall not conduct any business operation or any other operation of any nature whatsoever, nor place any object of any nature whatsoever outside the Leased Premises, including, but not by way of limitation, the use of any of the foregoing for any newsstand, cigar stand, sidewalk shop or any business occupation or undertaking (such uses of such areas being reserved to Landlord and its designees); nor place any fence, structure, barricade, building, improvement, division rail or obstruction of any type or kind on any part of the Common Areas, sidewalks, walkways and entranceways to the Leased Premises, nor use the courts and walks for any purpose other than pedestrian traffic; nor install or use any writings, sign or advertising device anywhere in, on, or in connection with the Leased Premises, other than a store identity sign approved by Landlord, on any part of the exterior of the Leased Premises, nor use or permit the use of any portion of the Leased Premises as living quarters, sleeping apartments or lodging rooms; nor do any act tending to injure the reputation of the Shopping Center.

C. Not to make any alterations or additions, nor permit the making of any holes in the walls, partitions, ceilings or floors, nor permit the painting or placing of any exterior signs, writings, placards or advertising media, awnings, aerials, antenna or the like, without on each occasion obtaining written consent of Landlord and not to attach interior signs, writings, placards or advertising media to the glass, doors and store fronts or locate the same in such manner as to obstruct in any way the view of Tenant's store from the outside.

D. Not to operate any coin or token operating vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages or services to the general public, including, but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, food, candy, cigarettes or other commodities.

E. Not to assign, sell, mortgage, pledge or in any manner transfer this Lease or any interest therein, by operation of law or otherwise or sublet the Leased Premises or any part or parts thereof, or permit occupancy by anyone with, through or under it.

If this Lease be assigned or if the Leased Premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupancy and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release from further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to further assignment or subletting, or relieve Tenant from primary liability under the terms of this Lease. In the event of any such request for consent, Tenant shall pay to Landlord all of Landlord's costs which are incurred in reviewing Tenant's request for consent, including, but not limited to, Landlord's attorney's fees and expenses. If Tenant requests Landlord's consent to an assignment of this Lease or a sublease Landlord may, in lieu of granting such consent or withholding the same, terminate this Lease effective on the proposed effective date of said assignment or on proposed commencement date specified in the sublease, as the case may be, to which Landlord's consent was requested.

F. Not to suffer any mechanic's lien to be filed against the Leased Premises or the Shopping Center by reason of any work, labor, services or materials performed at or furnished to the Leased Premises, to Tenant or to anyone holding the Leased Premises through or under the Tenant. If any such mechanic's lien shall at any time be filed, Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, but Tenant shall have the right to contest any and all such liens; provided security satisfactory to Landlord is deposited with it. If Tenant shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Landlord and the amount so paid by Landlord and/or all costs and expenses, including reasonable attorney's fees and costs, incurred by Landlord in procuring the discharge of such lien, shall be deemed to be additional rent and together with interest thereon at the Lease Interest Rate shall immediately become due and payable by Tenant to Landlord on the first day of the next following month. Nothing in this Lease contained shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Leased Premises to any lien or liability under the Mechanic's Lien Law of the State of Illinois.

ARTICLE IX

DAMAGE OR TAKING AND RESTORATION

Section 9.1 Fire, Explosion, or Other Casualty.

In the event the Leased Premises are damaged by fire, explosion or any other casualty to an extent which is less than fifty percent (50%) of the cost of replacement of the Leased Premises, the damage shall be repaired by Landlord at Landlord's expense within a reasonable time period thereafter, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered as a result of such damage and that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment. In the event of any such damage and (a) Landlord is not required to repair as hereinabove provided, or (b) the Leased Premises shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement, or (c) the building which the Leased Premises are a part is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement, or (d) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than twenty-five percent (25%) of the aggregate cost of replacement, Landlord may elect either to repair or rebuild the Leased Premises of the building or buildings, or to terminate this Lease one hundred twenty (120) days after the occurrence of the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenantable, in whole or in part, the damage shall not have been due to the default or neglect of Tenant, a proportionate abatement of the Fixed Minimum Monthly Rent shall be allowed from the date when the damage occurred until the date Landlord completes the work, said prorations to be computed on the basis of the relation which the gross square foot area of the space rendered untenantable bears to the square foot floor space of the Leased Premises. If the Landlord is required or elects to repair the Leased Premises as herein provided, Tenant shall repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

Section 9.2 Eminent Domain.

If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, the Lease Term shall cease as of the day possession shall be taken by such public authority and Tenant shall pay rent up to that date with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date possession is taken. If less than all of the floor area of the Leased Premises shall be so taken, the Lease Term shall cease only on the parts so taken as of the day possession shall be taken by such public authority and Tenant shall pay rent up to that day with appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date possession is taken and thereafter the Fixed Minimum Monthly Rent shall be equitably adjusted. Landlord shall at its expense make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining premises a complete architectural unit, provided that Landlord shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award received by Landlord. If the floor area of the Leased Premises so taken leaves space no longer suitable for the purpose set forth in this Lease, then the Lease Term shall cease and Tenant shall pay rent up to the day possession is taken, with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date of the taking of possession by such public authority. If more than twenty-five percent (25%) of the floor area of the building in which the Leased

Premises are located or more than twenty-five percent (25%) of the aggregate floor area of all of the buildings in the Shopping Center shall be taken under the power of eminent domain, Landlord may, by notice in writing to Tenant, deliver on or before the day of surrendering possession to the public authority, terminate this Lease and Fixed Minimum Monthly Rent shall be paid or refunded as of the date of termination. All compensation awarded for any taking part of the Leased Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Leased Premises or otherwise and Tenant hereby assigns to Landlord all of the Tenant's right, title and interest in and to any and all such compensation; provided, however, that Landlord shall not be entitled to any separate award specifically made to Tenant for the taking of Tenant's trade fixtures or furniture. Notwithstanding the foregoing, Tenant shall have the right to separately petition for the taking of its trade fixtures or furniture including moving expenses provided that it may not seek an award for any leasehold or other interest in real estate.

ARTICLE X

DEFAULTS BY TENANT AND REMEDIES

Section 10.1

Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:

(a) If an order, judgment or decree shall be entered by any court adjudicating the Tenant or any Guarantor of this Lease as bankrupt or insolvent or approving a petition seeking reorganization of the Tenant or Guarantor or appointing a receiver, trustee or liquidator of the Tenant or Guarantor of all or a substantial part of the Tenant's or said Guarantor's assets and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) days; or

(b) Tenant or any Guarantor shall file an answer admitting the material allegations of a petition filed against the Tenant or Guarantor in any bankruptcy, reorganization or insolvency proceeding or under any laws relating to the relief of debtors, readjustment or indebtedness, reorganization, arrangement, composition or extension; or

(c) Tenant or any Guarantor shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver, trustee or liquidator of Tenant or the Guarantor, or any of the assets of Tenant of the Guarantor; or

(d) Tenant or any Guarantor shall file a voluntary petition in bankruptcy or shall admit in writing its inability to pay its debts as they come due or shall file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law; or

(e) A decree or order appointing a receiver of the property of Tenant or of the property of the Guarantor shall be made and such decree or order shall not have been vacated within sixty (60) days from the date of entry or granting thereof; or

(f) Tenant shall vacate the Leased Premises or abandon same during the term hereof; or

(g) Tenant shall default in making any payment of rent or other payment required to be made by Tenant hereunder when due as herein provided; or

(h) Tenant shall repeatedly be late in the payment of rent or other payment required to be paid hereunder or shall repeatedly default in the keeping, observing or performing of other covenants or agreements herein contained to be kept, observed or performed by Tenant; or

(i) Tenant shall be in default in the performance of or compliance with any of the agreements, terms, covenants or conditions in this Lease other than those referred to in the foregoing sub-paragraphs (a) through (h) of this Section for a period of twenty (20) days after notice from Landlord to Tenant specifying the items in default or in the case of a default which cannot, with due diligence, be cured within said twenty (20) day period, Tenant fails to proceed within said twenty (20) day period to cure the same and thereafter to prosecute the curing of such default with due diligence (it being intended if in connection with a default not susceptible of being cured with due diligence within said twenty (20) day period that the time of Tenant within which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence).

Upon the occurrence of any one or more of such events of default, Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating this Lease. Upon termination of this Lease or of Tenant's right to possession, Tenant shall immediately surrender possession and vacate the Leased Premises and deliver possession thereof to Landlord and Landlord or Landlord's agents may immediately or any time thereafter without notice, re-enter the Leased Premises and remove all persons and all or any property therefrom, either by any suitable action or proceeding at law or equity or by force or otherwise, without being liable for indictment, prosecution or damages therefor, and repossess and enjoy the Leased Premises together with all additions, alterations and improvements thereon, together with the right to receive all income of and from the Leased Premises.

Upon termination of this Lease, Landlord shall be entitled to recover as liquidated damages and not as a penalty, all rent and other sum due and payable by Tenant on the date of termination plus an amount equal to the present value of (i) a sum of money equal to the value of the Fixed Minimum Monthly Rent and other sums provided herein to be paid by Tenant to Landlord for the remainder of the Lease Term, and (ii) the costs of performing any other covenants to be performed by Tenant.

If the Landlord elects to terminate the Tenant's right to possession only, without terminating this Lease, Landlord may, at the Landlord's option, enter into the Leased Premises, remove the Tenant's signs and other evidences of tenancy and take and hold possession thereof as hereinabove provided, without such entry and possession terminating this Lease or releasing the Tenant, in whole or in part from the Tenant's obligations to pay the rent hereunder for the full term or from any other obligations of the Tenant under this Lease. Landlord may, but shall be under no obligation to, re-let all or any part of the Leased Premises for such rent and upon terms as shall be

satisfactory to Landlord (including the right to re-let the Leased Premises for a term greater or lesser than that remaining of the term of this Lease, the right to re-let the Leased Premises as a part of a larger area, the right to change the character or use made of the Leased Premises and the right to grant concessions of free rent). For the purpose of such reletting, Landlord may decorate or make any repair, changes, alterations or additions in or to the Leased Premises that may be necessary or desirable. If Landlord does not re-let the Leased Premises, Tenant shall pay to Landlord damages equal to the amount of the rent and other sums provided herein to be paid by Tenant for the remainder of the original term. If the Leased Premises are re-let and a sufficient sum shall not be realized from such re-letting after payment of all expenses of such decorations, repairs, changes, alterations, additions and the expenses of repossession and such re-letting and the collection of the rent herein provided and other payment required to be made by Tenant under the provisions of this Lease for the remainder of the term of this Lease, then, in such event, Tenant shall pay to Landlord on demand any such deficiency and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Section from time to time and all costs and expenses of Landlord, including attorney's fees, incurred in connection with any such suit shall be paid by Tenant.

Tenant hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any statute; and, except as is herein otherwise provided, Tenant for and on behalf of itself and all persons claiming through or under Tenant, also waives any and all rights of redemption or re-entry or repossession by Landlord in case of any expiration or termination of this Lease. The term "enter", "re-enter", "entry" or "re-entry" as used in this Lease are not restricted to their technical legal meanings.

Anything herein to the contrary notwithstanding, if Tenant shall pay its Rent and the check comes back to Landlord "NSF" more than once during any one Lease Year, Tenant shall be obligated to pay its Rent via a certified or bank check.

Landlord and Tenant both hereby warrant and represent that they have been advised by counsel with respect to their rights to a trial by jury and hereby waive any such right to a trial by jury.

Section 10.2 Holdover by Tenant.

In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder and without the execution of a new lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Leased Premises as a Tenant from month to month at a daily rental of the Fixed Minimum Monthly Rent divided by five (5), subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

Tenant shall also be responsible for the payment to Landlord of any direct or indirect cost or expense or loss suffered by Landlord arising from Tenant's holding over.

Section 10.3 Landlord's Right to Cure Defaults.

Landlord may, but shall not be obligated to cure, at any time, without notice, any default by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord,

including without limitation, reasonable attorney's fees and costs together with interest on the amount of costs and expenses so incurred at the Lease Interest Rate, as defined herein in Section 11.16, shall be paid by Tenant to Landlord on demand.

Section 10.4 Effect of Waivers of Default.

No consent or waiver, express or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

Section 10.5 Remedies Cumulative.

No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as the occasion may arise or as may be deemed expedient.

Section 10.6 Security Deposit.

To secure the faithful performance by Tenant of all of the covenants, conditions and agreements in this Lease set forth and contained on the part of the Tenant to be fulfilled, kept, observed and performed, including, but without limiting the generality of the foregoing, such covenants, conditions and agreements in this Lease which became applicable upon its termination by re-entry or otherwise, Tenant has deposited with Landlord's beneficiary the sum of Three Thousand Six Hundred and 00/100 Dollars ($3,600.00)as a Security Deposit on the understanding: (a) that such deposit or any portion thereof may be applied to the curing of any default that may exist, without prejudice to any other remedy or remedies which the Landlord may have on account thereof and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same will be restored to its original amount; (b) that should the Leased Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee and if the same be turned over as aforesaid, Tenant hereby releases Landlord and Landlord's mortgagee and beneficiaries and their respective agents and employees from any and all liability with respect to the Security Deposit and its application or return and Tenant agrees to look to such grantee for such application or return; (c) that Landlord or its beneficiaries shall not be obligated to hold said deposit as a separate fund, but on the contrary may commingle it with other funds; and (d) that if Tenant shall faithfully perform all of the covenants and agreements in this Lease contained on the part of Tenant to be performed, the sum deposited or the part or portion thereof not previously applied, shall be returned to Tenant without interest no later than thirty (30) days after the expiration of the Lease Term or any renewal or expiration thereof provided Tenant has vacated the Leased Premises and surrendered possession thereof to Landlord at the expiration of the Lease Term and is not in default of any of the terms of this Lease.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.1 Mutual Indemnification.

Landlord and Tenant each agree to hold harmless, defend and indemnify the other party, with respect to any and all claims or liability, including costs of reasonable attorneys' fees arising from any injury or death to person or damage to property on the Leased Premises or any other portion of the Shopping Center occasioned by any act or omission of the other party.

Section 11.2 Mutual Waiver of Subrogation Rights.

Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Leased Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense, but only to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof.

Section 11.3 Passageways, etc.

No permanent or temporary revocations or modifications of any license, permit or privilege to occupy or use or maintain any passageway or structure in, over or under any street or sidewalk, nor any permanent or temporary deprivation of any existing right, privilege or easement appurtenant to the Leased Premises, shall operate as or be deemed an eviction of the Tenant or in any way terminate, modify, diminish or abate the obligation of the Tenant to pay the full rental and additional rental as in this Lease provided and to perform each and every covenant thereof.

Section 11.4 Adjacent Excavation-Shoring.

If an excavation shall be made upon land adjacent to the Leased Premises or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Leased Premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which the Leased Premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Landlord, Landlord's mortgagee and beneficiaries and their respective agents and employees or diminution or abatement of rent.

Section 11.5 Tenant's Conflicts.

Tenant hereby covenants, warrants and represents to Landlord that by executing this Lease and by Tenant's operation of the Leased Premises under this Lease, it is not violating, has not violated and will not be violating any restrictive covenants or agreements contained in any other lease or contract affecting the Tenant or any affiliate, associate or any other person or entity with whom or with which Tenant is related or connected financially or otherwise. Tenant hereby covenants and agrees to indemnify and save harmless Landlord, Landlord's beneficiaries, any future owner of the fee or any part thereof and any mortgagee thereof against and from all liabilities,

obligations, damages, penalties, claims, costs and expenses, including attorneys' fees, paid suffered or incurred by them or any of them as a result of any breach of the foregoing covenant, Tenant's liability under this covenant extends to the acts and omissions of any subtenant and any agent, servant, employee or licensee of Tenant or of any sub-tenant of Tenant.

Section 11.6 Notice from One Party to the Other.

Any notice or demand from Landlord to Tenant or from Tenant to Landlord shall be mailed either by overnight courier or by certified mail addressed, if to Tenant at the address of Tenant or such other address as Tenant shall have last designated by notice in writing to Landlord and, if to Landlord, to the place then established for the payment of rent and such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be conclusive evidence of such service; otherwise service shall be effective upon mailing.

Any notice, correspondence or payments to Landlord should be sent and all checks made payable to:

Next Crystal Lake LLC
3201 Old Glenview Road
Suite 235
Wilmette, IL 60091

Section 11.7 Brokerage.

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease other than Horizon Realty Services and covenants to pay, hold harmless and indemnify Landlord from and against any and all costs, expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

Section 11.8 Voting Control of Tenant.

If Tenant is a corporation and if at any time during the Lease Term the person or persons who own or control a majority of its voting shares at the time of the execution of this Lease cease to own or control a majority of such shares, Tenant shall so notify Landlord and Landlord may terminate this Lease by notice to Tenant given within 90 days thereafter.

Section 11.9 Relationship of the Parties.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provisions contained herein, nor any acts of the parties hereto shall be deemed to create any relationship other than Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural and the masculine gender shall include the female and neuter genders.

Section 11.10 Estoppel Certificates.

At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications,

that the same is in full force and effect as modified and stating the modifications) and the dates to which the Fixed Minimum Monthly Rent and other charges have been paid, or any other information relative to this Lease which the Landlord may reasonably request.

Section 11.11 Short Form Lease.

Tenant agrees not to record this Lease and both Landlord and Tenant agree to execute, acknowledge and deliver at any time after the date of this Lease, at the request of the other, a "short form lease" suitable for recording, setting forth those items, except rental, contained herein.

Section 11.12 Applicable Law and Construction.

The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. Whenever a period of time is provided in this Lease for Landlord to do or perform any act or thing, Landlord shall not be liable or responsible for any force majeure, including, but not limited to, delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of the Landlord and in any such event said time period shall be extended for the amount of time Landlord is so delayed. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles. Whenever it becomes necessary to determine square foot areas hereunder such measurements shall be taken from the outside of exterior walls or the center of any common walls as the case may be.

Section 11.13 Execution of Lease by Landlord and Landlord's Exculpation.

Landlord's broker, if any, has no authority to make or agree to make a Lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an order to lease or a reservation of, or option for, the Leased Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant and no act or omission of any employee or agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof. Further, if the Landlord or any successors in interest shall be an individual, joint venture, tenancy in common, firm or partnership, general or limited, there shall be no personal liability on such individual or on the members of such joint venture, tenancy in common, firm or partnership, in respect to any of the covenants and conditions of this Lease. The Tenant shall look solely to the equity of the Landlord in the property for the satisfaction of the remedies of the Tenant in the event of a breach by the Landlord of any of the covenants and conditions of this Lease.

Section 11.14 Financing Modifications.

If any financing institution requires any modifications of the terms and provisions of this Lease as a condition to such financing as Landlord may desire, then Tenant shall execute and deliver such modifications as may be required for such purposes. In the event Tenant fails to do so within ten (10) days after demand in writing,

Tenant hereby constitutes and irrevocably appoints Landlord as its attorney in fact and its name, place and stead to do so. Such modification or modifications shall not affect any of the provisions of this Lease relating to the amount of Fixed Minimum Monthly Rent, reducing the purposes for which the Leased Premises may be used, the size and/or location of the Leased Premises, the duration and/or Commencement Date of the term of this Lease or reducing the improvements to be made by the Landlord to the Leased Premises prior to delivery of possession.

Section 11.15 Indemnity for Litigation.

Tenant agrees to pay all costs and expenses, including reasonable attorney's fees and costs, which may be incurred by or imposed on Landlord, either in enforcing this Lease or in any litigation to which Landlord, without fault on its part, may be a party and if paid by Landlord, shall be so much additional rent due on the next rent date after such payment together with interest at the Lease Interest Rate. In any case where Landlord hires an attorney for the collection of any judgment against Tenant, Tenant agrees to pay the attorney fees, which may be up to one-third of the judgment collected from Tenant or any hourly fees that may be incurred in regard to collection of such judgment.

Section 11.16 Time of Essence.

Time is of the essence of this Lease and all provisions herein and relating thereto shall be strictly construed.

Section 11.17 Interest on Late Payment and Lease Interest Rate.

Any rent or other charges which shall not be paid when due shall bear interest at the Lease Interest Rate from the date from when the same is payable under the terms of this Lease until the date the same shall be paid. The term "Lease Interest Rate" when used herein shall be defined as four percent (4%) over and above the base rate of interest as announced from time to time by Bank of America or any substitute rate of interest hereinafter utilized by Bank of America if they should cease to use a base rate as currently used. Anything herein to the contrary notwithstanding, in addition to interest, Tenant shall owe a late fee of One Hundred and 00/100 Dollars ($100.00) on any rent or other charges not received within five (5) days of when due. If any payment made to Landlord from Tenant is returned due to non-sufficient funds, Tenant shall pay to Landlord a fee of Twenty-five Dollars ($ 25.00), due upon demand.

Section 11.18 Receipt.

No receipt of money by Landlord from the Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

Section 11.19 Binding Effect of Lease.

The covenants, agreements and obligations herein contained except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, devisees, successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the covenants and agreements

to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

Section 11.20 Limitation of Liability.

It is understood and agreed that nothing in this Lease contained shall be construed as creating any liability whatsoever against the Landlord except for Landlord's interest in the Shopping Center, and that Tenant and any party claiming through Tenant shall look solely to Landlord's interest in the Shopping Center with respect to satisfaction of any liability of Landlord hereunder.

Section 11.21 - Hazardous Material.

As used in this Lease, the term "Hazardous Materials" shall mean and include any substance that is or contains petroleum, asbestos, polychlorinated biphenyls, lead, or other substance, material or waste which is now or is hereafter classified or considered to be hazardous or toxic under any federal, state or local law, rule, regulation or ordinance relating to pollution or the protection or regulation of human health, natural resources or the environment (collectively "Environmental Laws") or poses or threatens to pose a hazard to the health or safety of persons on the Leased Premises or any adjacent property.

Tenant agrees that during its use and occupancy of the Leased Premises it will not permit Hazardous Materials to be present on or about the Leased Premises except in a manner and quantity necessary for the ordinary performance of Tenant's business and that it will comply with all Environmental Laws relating to the use, storage o disposal of any such Hazardous Materials.

If Tenant's use of Hazardous Materials on or about the Leased Premises results in a release, discharge or disposal of Hazardous Materials on, in, at, under, or emanating from, the Leased Premises or the property in which the Leased Premises are located, Tenant agrees to investigate, clean up, remove or remediate such Hazardous Materials in full compliance with (a) the requirements of (i) all Environmental Laws and (ii) any governmental agency or authority responsible for the enforcement of any Environmental Laws; and (b) any additional requirements of Landlord that are reasonably necessary to protect the value of the Leased Premises or the property in which the Leased Premises are located. Landlord shall also have the right, but not the obligation, to take whatever action with respect to any such Hazardous Materials that it deems reasonably necessary to protect the value of the Leased Premises or the property in which the Leased Premises are located. All costs and expenses paid or incurred by Landlord in the exercise of such right shall by payable by Tenant upon demand.

Upon reasonable notice to Tenant, Landlord may inspect the Leased Premises for the purpose of determining whether there exists on the Leased Premises any Hazardous Materials or other condition or activity that is in violation of the requirements of this Lease or of any Environmental Laws. The right granted to Landlord herein to perform inspections shall not create a duty on Landlord's part to inspect the Leased Premises, or liability on the part of Landlord for Tenant's use, storage or disposal of Hazardous Materials, it being understood that Tenant shall be solely responsible for all liability in connection therewith.

Tenant shall surrender the Leased Premises to Landlord upon the expiration or earlier termination of this Lease free of debris, waste or Hazardous materials placed on or about the Leased Premises by Tenant or its agents, employees, contractors or invitees, and in a condition which complies with all Environmental Laws.

Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims, losses (including without limitation loss in value of the Leased Premises or the property in which the Leased Premises are located), liabilities and expenses (including reasonable attorney's fees) (collectively "Claims") sustained by Landlord attributable to (I) any Hazardous Materials placed in or at the Leased Premises by Tenant or (II) Tenant's breach of any provision of this Section 11.21

This provision of the Section 11.21 shall survive the expiration or earlier termination of this Lease.

Section 11.22 - Additional Rent.

For purposes of this Lease, Tenant's prorata share of common area maintenance, insurance, real estate taxes, late fees and interest shall be considered additional rent.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year first above written.

LANDLORD: Shiner Management Group, Inc. as agent for Next Crystal Lake LLC

By: _____

Its: President

Tenant: Nora Nancy Cabral Garcia and Ramon Garcia

By: _____
Nora Nancy Cabral Garcia

By: _____
Ramon Garcia

RIDER TO LEASE

Rider to that certain Lease Agreement (the "Lease") dated 7/28/2021 between Shiner Management Group, Inc. as agent for Next Crystal Lake LLC (Landlord) and Nora Nancy Cabral Garcia and Ramon Garcia (Tenant) for the Leased Premises commonly known as 1295 Randall Road, Suite 104, Crystal Lake, IL.

This Rider and the terms and conditions herein are made a part of the Lease as if set forth verbatim. In the event of a conflict between the terms and provisions of this Rider and the terms and

provisions of the Lease, the terms and provisions of the Rider shall control.

I. Tenant shall have the one (1) five (5) option to extend the term of this Lease under the same terms, covenants, and conditions of the Lease except for the Fixed Minimum Monthly Rent as set forth below:

Option I:

(i) the sum of Twenty-five Thousand Forty and 40/100 Dollars ($25,040.40), payable in twelve (12) equal monthly installments, each in the amount of Two Thousand Eighty-six and 70/100 Dollars ($2,086.70) to be paid in advance on the first day of each and every calendar month commencing with the first day of the Sixth Lease Year through the last day of the Sixth Lease Year, inclusive; and

(ii) the sum of Twenty-five Thousand Seven Hundred Ninety-one and 60/100 Dollars ($25,791.60), payable in twelve (12) equal monthly installments, each in the amount of Two Thousand One Hundred Forty-nine and 30/100 Dollars ($2,149.30) to be paid in advance on the first day of each and every calendar month commencing with the first day of the Seventh Lease Year through the last day of the Seventh Lease Year, inclusive; and

(iii) the sum of Twenty-six Thousand Five Hundred Sixty-five and 36/100 Dollars ($26,565.36), payable in twelve (12) equal monthly installments, each in the amount of Two Thousand Two Hundred Thirteen and 78/100 Dollars ($2,213.78) to be paid in advance on the first day of each and every calendar month commencing with the first day of the Eighth Lease Year through the last day of the Eighth Lease Year, inclusive; and

(iv) the sum of Twenty-seven Thousand Three Hundred Sixty-two and 28/100 Dollars ($27,362.28), payable in twelve (12) equal monthly installments, each in the amount of Two Thousand Two Hundred Eighty and 19/100 Dollars ($2,280.19) to be paid in advance on the first day of each and every calendar month commencing with the first day of the Ninth Lease Year through the last day of the Ninth Lease Year, inclusive; and

(v) the sum of Twenty-eight Thousand One Hundred Eighty-three and 20/100 Dollars ($28,183.20), payable in twelve (12) equal monthly installments, each in the amount of Two Thousand Three Hundred Forty-eight and 60/100 Dollars ($2,348.60) to be paid in advance on the first day of each and every calendar month commencing with the first day of the Tenth Lease Year through the last day of the Tenth Lease Year, inclusive.

Tenant must notify Landlord in writing of intentions to extend the term of this Lease. Unless Landlord has received notification by certified mail, overnight courier or via facsimile of Tenant's intention to extend said Lease, at least one hundred eighty (180) days prior to expiration of the primary term, this Lease will

automatically expire. Renewal option may not be executed unless Tenant is current in base rental, common area charges, tax and insurance charges and any other charges, and in no way is in default.

II. Tenant shall have the right to install a cooking hood in the Leased Premises pursuant to Tenant's permit plans first approved by Landlord and then submitted for approval to the City of Crystal Lake.

III. Tenant shall install at its sole cost and expense around all roof exhaust fans a grease gutter system. Tenant shall be responsible for obtaining a maintenance agreement for the upkeep of the grease gutter system and provide a copy of the same to Landlord.

IV. Tenant shall provide for the proper removal of any of its grease that may be produced from the Leased Premises via the common grease trap at the Shopping Center and Tenant shall contribute to the cost to remove grease from the grease trap and maintain and clean the grease trap.

EXHIBIT A

SHOPPING CENTER LEGAL DESCRIPTION

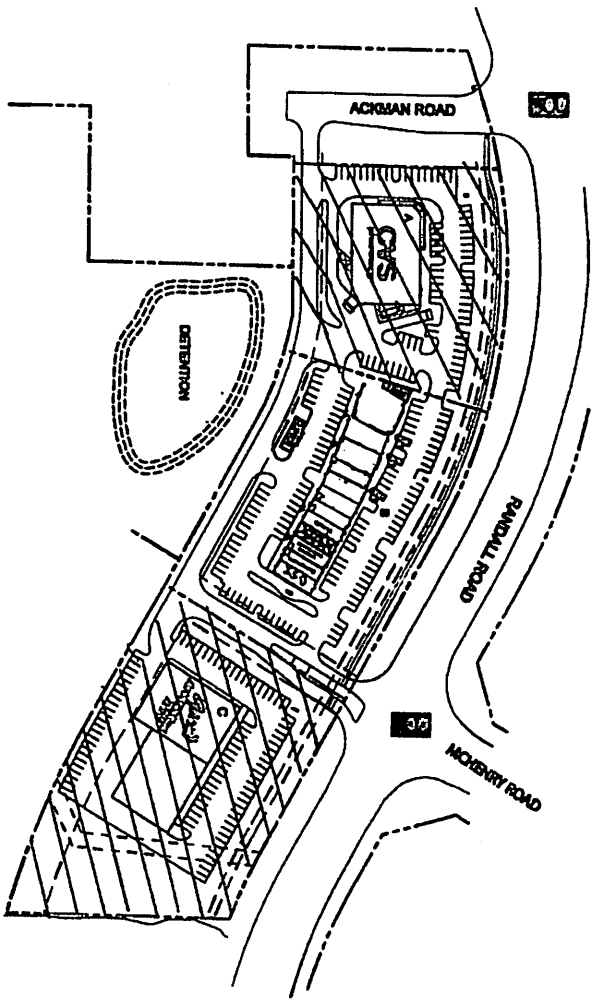
LOTS 2 THROUGH 3 OF THE CROSSROADS OF CRYSTAL LAKE SUBDIVISION RECORDED OCTOBER 6, 2006 DOCUMENT NUMBER 2006R0073937 IN THE COUNTY OF MCHENRY

EXHIBIT B

XXX = LEASED PREMISES

/// = NOT PART OF THE SHOPPING CENTER

NOTE - Common ROAD REPAIR & MAINTENANCE INCLUDED IN Common AREA MAINTENANCE



Crossroads of Crystal Lake

Crystal Lake, Illinois

Shiner Group, LLC.

3201 Old Glenview Road, Suite 255 Wilmette, IL 60091

(847) 256-8800 FAX: (847) 256-2372

V. **EXHIBIT C**

All work other than that specifically provided for hereunder to be performed by Landlord is to be done by Tenant, at Tenant's expense, and shall be hereinafter referred to as "Tenant's Work". Landlord's Work to conform with all applicable government codes.

LANDLORD'S WORK

Tenant shall accept the Leased Premises in an "as-is, where-is" condition with no work being required of Landlord. Landlord represents and warrants that the HVAC, electric and plumbing serving the Leased Premises shall be in good working order at the time that the Tenant takes possession of the Leased Premises.

EXHIBIT D

The Tenant's work which shall conform to all applicable governing codes shall include, but not be limited to, the following:

Tenant to construct and equip its demised premises in accordance with the complete plans and specifications provided by the Tenant, prior to commencement of said construction as provided for in this Lease. The Tenant must follow the provisions of the Landlord's procedure, address and minimum requirement forms in the submission of preliminary and working plans to the Landlord. These procedural forms will be supplied to Tenant with Landlord's blockout plans.

TENANT'S WORK

1.	FLOORING:	All floor coverings.
2.	WALLS:	All interior partitions, certain walls within the premises. No exposed studs or block permitted (except exposed block permitted in stock areas not accessible to the public). No combustible material permitted above ceiling or sprinkler coverage.
3.	COLUMNS:	Centerline of Tenant divider walls may or may not be on the centerline on columns. Any special treatment, furring or finishes of these columns occurring in the Tenant divider walls shall be by the Lessee, in accordance with applicable building and fire codes.
4.	CEILINGS:	All special coves, drops, and ceilings. Ceilings to be constructed of underwriters' approved non-combustible materials. No combustible material permitted above ceiling or sprinkler coverage.
5.	PAINTING:	All painting or covering of interior walls and ceiling surfaces.
6.	SIGN:	Shall be in accordance with Landlord's sign requirements.
7.	FIXTURES:	All store fixtures, cases, paneling, cornices, etc.
8.	SPECIAL EQUIPMENT:	Alarm systems or other protective devices, P.A. system, fire extinguishers, conveyors, elevators, escalators, dumb waiters, time clocks, delivery door buzzers, storm and screen doors, storm enclosures, dry chemical fire protection systems, and all lighting and electrical work not covered in No. 6 of Owner's Work.
9.	SPECIAL VENTILATION:	All ventilation and related equipment.

10. TELEPHONE EQUIPMENT: All conduits for telephone wires. Lessee shall make all necessary arrangements with telephone company for service.

PLUMBING: Any drinking fountains, water coolers, or other plumbing fixtures beyond the washroom fixtures to be installed at Tenant's expense.

12. UTILITY CONNECTIONS: All connections to utilities, including meters, equipment, hookup, etc.

13. Tenant agrees that utility lines may pass through its store area to service other tenants and building areas.

14. Tenant agrees that only union labor affiliated with the A.F.L.-/C.I.O. building trades will be used in performance of Tenant's work.

15. Tenant and/or its contractor and/or subcontractors to obtain and pay for all permits and comply with all building codes, ordinances, regulations and requirements of fire insurance rating bureau. Landlord's approval of plans does not release Tenant from this obligation.

16. Tenant agrees to require its contractor and/or subcontractors to furnish Landlord evidence of adequate insurance coverage prior to Tenant's contractors performing any work in Tenant's premises, and Tenant agrees to indemnify and hold harmless Landlord from and against any claims, actions or damages resulting from acts or neglects of Tenant, its agents, employees, contractors or subcontractors in the performance of Tenant's work.

17. Tenant and/or its contractors and/or subcontractors are limited to performing their work including any office or storage for construction purposes within the demised premises only. Tenant and/or its contractors and/or subcontractors shall each be responsible for daily removal from the project all trash, rubbish and surplus material resulting from construction, fixturing and merchandising of the demised premises.

18. Tenant and/or its contractor and/or subcontractors are responsible for temporary utilities for their work including payment of utility charges.

19. Upon approval by Landlord of Tenant's working plans, Tenant shall cause construction to promptly commence and will use every effort to cause the demised premises to be completed in time for the grand opening date of the project.

20. Landlord may require Tenant to erect temporary barricades to close off the demised premises from the mall until Tenant's heating and air conditioning are operative, or to screen Tenant's Premises from public view during construction if the mall is open to the public. Said temporary barricade or screen to be constructed and painted in accordance with Landlord's plans that are in the possession of the Project Manager.

21. Tenant and/or its contractor must present to the Landlord's Project Manager at the project one (1) complete set of working drawings and specifications approved by the Landlord and appli-

cable governing authorities before permission will be given to start construction on the demised premises.

22. Tenant shall obtain all necessary permits for Tenant's work.

23. Tenant and/or his subcontractor must carry the following insurance requirements and deliver copies to the Landlord prior to the start of construction:

    A. Worker's Compensation
    B. $1,000,000.00 Public Liability
    C. $ 100,000.00 Property Damage

24. Any equipment and/or fixtures to be hanged from the ceiling shall be attached to structural members only, and not from any duct work, conduit, decking, etc.

25. Roof: Tenant shall not make any installation whatsoever on the roof above the Premises or any other portion of the roof of the Shopping Center.

26. Roof penetrations required by Tenant and approved in writing by Landlord (cutting of roof deck material and the repair of same) shall be performed, repaired and maintained by Landlord's roofing contractor at Tenant's expense.

27. Any damage caused by Tenant to Landlord's sprinkler systems will be repaired by Landlord at Tenant's expense. Landlord's sprinkler main will become active on a schedule established by Landlord. Should Tenant require that the Landlord's sprinkler mains be modified or changed, such work will be performed by Landlord's contractor at Tenant's expense.

28. If due to Tenant's work, utilities lines are terminated, such utility lines, to include but not limited to plumbing or electrical, shall be removed from the Leased Premises as part of Tenant's work.

EXHIBIT E

DESIGN CRITERIA FOR TENANT'S SIGNAGE

1. Intent - The following criteria shall govern the design, construction, installation and maintenance of all signage installed by Tenant at any time in conjunction with the provisions of the Lease attached hereto of which this is expressly made a part thereof. No sign, advertisement, notice, lettering, writing, placard or similar device shall be installed, exhibited, inscribed, painted, affixed or attached on or any part of the Leased Premises (interior or exterior), except as expressly permitted by this Exhibit E. No symbol, design, name, mark or insignia adopted by the Landlord for the Shopping Center shall be used by Tenant without the prior written consent of Landlord. Landlord reserves the right from time to time to revise these criteria as Landlord in its sole judgment deems fit. The Landlord's interpretation of the following sign criteria shall be final and controlling.

2. General Requirements - Tenant shall identify its space by signage designed, constructed, installed and maintained at Tenant's sole cost and expense. All exterior signage shall be for store identification purposes only. Such identification signage shall be attached as follows:

   a. Primary Sign - The primary sign shall be attached to the canopy of the Leased Premises via a raceway.

   b. Walkway Sign - The walkway sign shall be attached by the underside of the soffit to the pedestrian walkway located at the center line of the entrance to the Leased Premises.

   c. All signs shall be installed with concealing fastening devises. All metal parts of the sign shall be of non-rusting material. All conductors, transformers, wiring, clips, lamps, tubes, equipment and other mechanisms shall be concealed and no exposed real lighting will be permitted.

   d. All signs are subject to the prior written approval of the Landlord.

   e. The primary sign shall have internally illuminated individual Letters. No box signs are allowed.

   f. Allowable Size -

      (1) Primary Sign:

Frontage of Store Front	Allowable Length of Lettering
16 feet	12.5 feet
20 feet	15 feet
30 feet	22.5 feet
35 feet	26.25 feet
40 feet	30 feet
60 feet	45 feet

In the event the sign ordinance of the City of Crystal Lake does not allow signs this large, the ordinance of the City of Crystal Lake will supersede this Exhibit E.

g. Storefronts over 60 feet in frontage shall have a maximum sign area of fifty percent (50%) of the lineal footage of the storefront. In the event the sign ordinance of the City of Crystal Lake does not allow signs this large, the ordinance of the City of Crystal Lake will supersede this Exhibit E.

h. The lettering for the signs shall have a maximum height of 30 inches. In the event the sign ordinance of the City of Crystal Lake does not allow signs this large, the ordinance of the City of Crystal Lake will supersede this Exhibit E.

i. Primary Sign shall be centered on Tenant's space.

j. Illuminated signs shall be connected to the Tenant's meter. The layout and type of illuminated fixtures shall be subject to the Landlord's approval.

k. The names, stamps or decals of any sign manufacturers, installer or maintenance contractor shall not be visible.

l. Signs not Permitted - the following types of signs and sign components are not permitted:

(1) Cloth, paper, cardboard and similar stickers or decals around, or on solid surfaces at the exterior of the Tenant's space.

(2) Free-standing signs.

(3) Moving or rotating signs.

(4) Noisemaking devices.

(5) Exposed components.

(6) Odor-producing devices.

(7) Exposed neon, exposed lamps.

(8) Flashing or blinking signage.

m. The Tenant shall supply and install at its expense a uniform store identification sign in accordance with Landlord's requirements for Tenant's service door. Tenant shall not post any additional signs in the service areas. Tenant shall supply and install at its expense a uniform "Store ID and Hours" sign on the entrance door to the Leased Premises. Tenant shall not post any additional signs in front of the Leased Premises.

n. No illuminated signs shall be located within the interior of the Leased Premises except those which are required by applicable law, ordinance, code or regulation. All such signs shall conform to the intent, standards and restrictions of this Exhibit E.

o. All signs located in the interior of Leased Premises shall be in good taste, shall not distract from the general appearance of the Leased Premises and the Shopping Center and shall not obstruct in any way the view of Tenant's store from the outside.

3. Landlord's Approval of Sign Drawings - Landlord's approval of Tenant's plans and specifications for Tenant's Work shall not be deemed to include approval of Tenant's signage by Landlord. Tenant, at its expense, shall submit separate drawings and specifications for all its proposed signage, which drawings and specifications shall include materials and color selections in such detail as Landlord may require, in full compliance with this Exhibit E and all applicable statutes, ordinances, rules, regulations and codes. The sign drawings shall clearly show the location of Tenant's signage of a store front elevation drawing, the size and style of the lettering, insignia or logo and indicate clearly the colors, materials, construction and attachment details. In the event Landlord shall notify Tenant that Tenant's sign drawings and specifications are not approved, Tenant shall have fifteen (15) days from the date of Landlord's disapproval to revise the sign drawings and specifications and resubmit them to Landlord for Landlord's approval. Tenant shall not commence to install any signage until Tenant has received full and final approval from Landlord and Tenant has obtained at its expense all necessary permits and approvals therefor. Tenant's signage construction shall be of new first class materials and the installation of Tenant signage shall be in a first quality workmanlike manner. Tenant shall at all times maintain its signage in a first class neat and clean condition making at its expense all necessary repairs and replacements. The terms and conditions of the attached Lease and Exhibits shall apply to the design, construction, installation, maintenance and use of Tenant's signage.

4. Disclaimer - Landlord or Landlord's Architect's approval of Tenant's signage plans and specifications or to any changes, modifications or additions thereto and any inspections made by Landlord or Landlord's Architect and the issuance of an Architect's Certificate of Acceptance by Landlord's Architect shall not constitute the assumption of any liability, obligation or responsibility on the part of Landlord or Landlord's Architect. Tenant and Tenant's Architect shall be solely responsible for such signage plans and specifications meeting the requirements of any statutes, ordinances, rules, regulations and codes and for their fitness and suitability for their intended use and purpose; and Tenant does hereby release Landlord and Landlord's Architect from any loss, cost, claim or damage arising in any manner whatsoever from Tenant's signage plans and specifications and Tenant's Work.

ASSIGNMENT OF LEASE

This Assignment is made this 21st day of February 2024 by and between: (i) NORA NANCY CABRAL GARCIA and RAMON GARCIA, of Belvidere, Illinois (hereinafter, collectively referred to as "Assignor"); and (ii) JAVIER ZEPEDA, an individual residing in Lake In The Hills, Illinois (hereinafter referred to as "Assignee"). The parties, Assignor and Assignee, are collectively referred to as the "Parties" or individually as a "Party."

WITNESSETH

WHEREAS, on or about July 28, 2021, Assignor entered into a lease (hereinafter referred to as the "Lease") for the real property located at 1295 Randall Road, Suite 104, Crystal Lake, Illinois (hereinafter referred to as the "Leased Premises"), a copy of said lease has been provided by Assignor to Assignee;

WHEREAS, Assignor has entered into a purchase and sale agreement with Assignee for certain business assets, which agreement is contingent upon Assignee being approved by the landlord of the Leased Premises for an assumption of the Lease and/or a new lease agreeable to Assignee;

WHEREAS, the Landlord, RealCashFlowGeeks LLC has consented to the assumption of and assignment of the Lease by Assignee from Assignor;

WHEREAS, the parties hereto desire to define the terms of their agreement in writing.

NOW THEREFORE, in consideration of these premises and the covenants and conditions hereinafter set forth and intending to be legally bound, the parties mutually agree as follows:

1.1 Upon the execution of this Agreement, Assignor will pay all amounts owed to Landlord, $7,113.89, in Certified Funds.

1.2 Upon the execution of this Agreement, Assignor will pay Landlord an additional assignment fee and legal fees of $1,850.00.

1.3 Upon payment of said amounts owed to Landlord, Assignor hereby assigns, transfers, conveys, and sets over unto Assignee the Lease.

1.4 Assignee hereby accepts the assignment and acknowledges that Assignee is and shall be liable under the terms and conditions of the Lease, including a personal guaranty on behalf

of Assignee, and that Assignor shall have no further right, title, interest, or obligation under the Lease or to the Leased Premises.

1.5 Upon the execution of this Agreement, the $3,600.00 security deposit (previously paid by Assignor) which is currently being held by Landlord will continue to be held by Landlord, but shall be for the benefit of Assignee.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have duly executed this Agreement the day and year first written above.

ASSIGNOR:

NORA NANCY CABRAL GARCIA

RAMON GARCIA

ASSIGNEE:

JAVIER ZEPEDA

LANDLORD:

REALCASHFLOWGEEKS LLC

51929-5

AGREEMENT FOR SALE AND PURCHASE

This Agreement made this 13th day of February 2024 by and between: (i) NORA NANCY CABRAL GARCIA and RAMON GARCIA, of Belvidere, Illinois (hereinafter, collectively referred to as "Seller"); and (ii) JAVIER ZEPEDA, an individual residing in Lake In The Hills, Illinois (hereinafter referred to as "Buyer"). The parties, Seller and Buyer, are collectively referred to as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, Seller is the operator of a business named Andy's Burrito Express, with a principal place of business located at 1295 Randall Road, Suite 104, Crystal Lake, Illinois;

WHEREAS, on or about July 28, 2021, Seller entered into a lease (hereinafter referred to as the "Lease") for the real property located at 1295 Randall Road, Suite 104, Crystal Lake, Illinois (hereinafter referred to as the "Leased Premises"), a copy of said lease has been provided by Seller to Buyer;

WHEREAS, Seller is the owner of certain business equipment, supplies, assets, goodwill (collectively, the "Business Assets");

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller, all of Seller's rights and interest to the Business Assets, the Lease, and the Leased Premises;

WHEREAS, Seller and Buyer intend that this Agreement is contingent upon Buyer being approved by the landlord of the Leased Premises for an assumption of the Lease and/or a new lease agreeable to Buyer; and

WHEREAS, the parties hereto desire to define the terms of their agreement in writing.

NOW THEREFORE, in consideration of these premises and the covenants and conditions hereinafter set forth and intending to be legally bound, the parties mutually agree as follows:

Article 1 - Interest to be Conveyed & Price

1.1 Subject to the terms herein, Buyer agrees to purchase from Seller and Seller agrees to sell, assign, transfer, and deliver to Buyer, the Business Assets, furniture and furnishings, equipment, supplies, restaurant utensils, cash register, goodwill, all transferable business licenses, any security deposit held by landlord, and all items located within the Leased Premises.

1.2 The purchase price shall be One Hundred Thousand Dollars ($100,000.00) and shall be payable as follows:

a) On execution of this Agreement, Buyer shall tender to Seller Twenty Thousand Dollars ($20,000.00), in certified funds or a cashier check

b) On the first of each month, beginning the second full month following the execution of this Agreement, Buyer shall tender a monthly payment in the amount of Five Thousand Dollars ($5,000.00) to Seller, which monthly amount shall continue until the balance is paid in full.

Article 2 – Termination/Assumption of Lease

2.1 This Agreement is contingent upon Seller receiving a termination of all of Seller's obligations under the Lease, from the landlord, including any personal guarantee.

2.2 This Agreement is contingent upon Buyer receiving approval from landlord for a new lease, on terms agreeable to Buyer, and/or assumption of the Lease, from the landlord.

Article 3 – Release

3.1 Seller, on behalf of itself and its representatives, successors, heirs and assigns, hereby releases and forever discharges Buyer and his respective officers, directors, employees, agents, successors and assigns from any and all rights, interest, claims, demands, liabilities, causes of action and expenses, including, but not limited to, attorneys' fees, of any kind or nature whatsoever, whether known or unknown, both in law and equity, that Seller ever had, now has, or may have arising out of or relating to the Lease or to any other matter, cause or thing from the beginning of time to the date of this Agreement.

3.2 Buyer, on behalf of itself and its representatives, successors, heirs and assigns, hereby releases and forever discharges Seller and his respective officers, directors, employees, agents, successors and assigns from any and all rights, interest, claims, demands, liabilities, causes of action and expenses, including, but not limited to, attorneys' fees, of any kind or nature whatsoever, whether known or unknown, both in law and equity, that Seller ever had, now has, or may have arising out of or relating to the Lease or to any other matter, cause or thing from the beginning of time to the date of this Agreement.

Article 4 - Warranties

4.1 Seller represents and warrants that: all fixtures, equipment, utensils, and all other equipment related to normal operations of the business is now in working condition and will be in working condition when Buyer takes possession; the premises and the operation of the business are not in violation in any way of any laws or regulations; no actions, suits, mechanics liens, legal proceeding, or other proceeding are pending before any court or governmental agency involving or affecting the Business Assets; there is no other agreement to sell the Business Assets; Seller has incurred no liabilities encumbering the Business Assets to be sold under this Agreement; and Seller has full right and authority to enter into and perform under this Agreement.

Article 5 – Cost of Litigation

5.1 If any litigation should commence between the Parties concerning this Agreement, then the prevailing Party shall be entitled to, in addition to such other relief as may be granted, to a reasonable sum for his attorneys' fees and costs as determined by the Court in such litigation.

Article 6 – Notice

6.1 Any notice to a Party shall be effective on the day following successful transmission via email or on the tenth calendar day following the date of mailing, with notice to each Party as follows:

Seller: Ramon Garcia
280 High Line St, #1B
Belvidere, Illinois 61008
Geralv1199@gmail.com

Buyer: Javier Zepeda
4931 Thistle Lane
Lake In The Hills, Illinois 60156
Jzepeda93@gmail.com

Article 7 - Miscellaneous

7.1 This Agreement shall be binding upon the parties hereto and their respective officers, directors, heirs, personal representatives, successors and assigns.

7.2 The failure in any one or more instances of a party to insist upon the strict performance of any provision of this Agreement or to exercise any right conferred in this Agreement, shall not be construed as a waiver of such provision or right, and the waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of a subsequent breach of that provision. No waiver, except a waiver expressly set forth in this Agreement, shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

7.3 Articles and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of any part of this Agreement.

7.4 Where the context so indicates, the masculine shall include the feminine and neuter, the singular shall include the plural and "person" shall include a corporation and other entities.

7.5 The validity, interpretation and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Illinois without giving effect to its conflicts of law provisions.

7.6 This Agreement shall not be modified except by written document executed by the parties hereto.

7.7 This Agreement constitutes the entire and only understanding and agreement among the parties hereto with respect to the subject matter hereof. All prior or contemporaneous understandings, discussions or agreements with respect to such subject matter are expressly superseded by this Agreement.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have duly executed this Agreement the day and year first written above.

SELLER:

NORA NANCY CABRAL GARCIA

RAMON GARCIA

BUYER:

JAVIER ZEPEDA

DocuSign Envelope ID: F8C4CB10-FC72-4FB1-9B17-3349CD832EF0

ASSIGNMENT OF LEASE

This Assignment is made this 23rd day of April 2024 by and between: (i) JAVIER ZEPEDA, an individual residing in Lake In The Hills, Illinois (hereinafter referred to as "Assignor"); and (ii) CASA CHAPALA MEXICAN GRILL INC., an Illinois Corporation (hereinafter referred to as "Assignee"). The parties, Assignor and Assignee, are collectively referred to as the "Parties" or individually as a "Party."

WITNESSETH

WHEREAS, on or about February 21, 2024, Assignor entered into an Assignment of a July 28, 2021 lease (hereinafter referred to as the "Lease") for the real property located at 1295 Randall Road, Suite 104, Crystal Lake, Illinois (hereinafter referred to as the "Leased Premises"), a copy of said lease has been provided by Assignor to Assignee;

WHEREAS, Assignor has entered into a purchase and sale agreement with Assignee for certain business assets, which agreement is contingent upon Assignee being approved by the landlord of the Leased Premises for an assumption of the Lease and/or a new lease agreeable to Assignee.

WHEREAS, the Landlord, RealCashFlowGeeks LLC has consented to the assumption of and assignment of the Lease by Assignee from Assignor.

WHEREAS, the parties hereto desire to define the terms of their agreement in writing.

NOW THEREFORE, in consideration of these premises and the covenants and conditions hereinafter set forth and intending to be legally bound, the parties mutually agree as follows:

1.1 Assignor hereby assigns, transfers, conveys, and sets over unto Assignee the Lease.

1.2 Assignee hereby accepts the assignment and acknowledges that Assignee is and shall be liable under the terms and conditions of the Lease.

1.3 Assignor shall remain as a guarantor of the Lease and shall personally guarantee payment of all amounts owed by Assignee for the Leased Premises.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have duly executed this Agreement the day and year first written above.

ASSIGNOR:

DocuSigned by:
E8B122FD2A1F42C...

4/23/2024

JAVIER ZEPEDA

ASSIGNEE:

DocuSigned by:
E8B122FD2A1F42C...

4/23/2024

CASA CHAPALA MEXICAN GRILL INC.

LANDLORD:

4/23/2024

REALCASHFLOWGEEKS LLC

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: May 7, 2024

Item: City Code Amendment to Increase the Number of Class 7 Liquor Licenses – Applicant: Crystal Lake Buffet Inc., d/b/a Crystal Lake Buffet, located at 18 Crystal Lake Plaza, Unit W

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 3 liquor licenses from the currently permitted 4 licenses to 5 licenses, in order to allow for the issuance of a new Class 3 liquor license to Crystal Lake Buffet Inc., d/b/a Crystal Lake Buffet, located at 18 Crystal Lake Plaza, Unit W

Staff Contact: Nick Hammonds, Assistant City Manager
Melanie Nebel, Executive Assistant

Background:

Crystal Lake Buffet Inc., d/b/a Crystal Lake Buffet, located at 18 Crystal Lake Plaza, Unit W is opening a new restaurant at 18 Crystal Lake Plaza, Unit W. The restaurant is located in the former Asian Buffet space.

As such, Crystal Lake Buffet Inc. is requesting that the City Council approve an increase in the number of Class 3 licenses to allow for the creation of a liquor license for Crystal Lake Buffet Inc., d/b/a Crystal Lake Buffet, located at 18 Crystal Lake Plaza, Unit W.

The Class 3 license authorizes the retail sale, on the premises specified, of alcoholic liquor, for consumption, on the premises as well as the retail sale of alcoholic liquor in the original package between the hours of 11:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 11:00 a.m. and 2:00 a.m. Friday and Saturday; and 10:00 a.m. on Sunday and 1:00 a.m. on Monday. A Class A type restaurant may be located on the premises.

The annual fee for such license shall be the sum of $1,475.

Current Class 3 License Holders:

Name	Address	Zoning
Chili's Grill & Bar	5620 Northwest Highway (Bohl Farm)	"B-2 PUD"
Georgio's Chicago Pizzeria & Pub	75 E. Woodstock Street	"B-4"
Texas Roadhouse	835 Cog Circle (Archway East)	"B-2 PUD"
Little Rice	1024 S. McHenry Avenue, Units G & H	

The applicant has submitted all of the necessary paperwork. There are no zoning issues with the request.

The following conditions must be met prior to the license being issued:

- Payment of Prorated License Fee

The attached Ordinance approves an increase in the number of Class 3 liquor licenses in order to allow the creation the issuance of a new Class 3 liquor license to Crystal Lake Buffet Inc., d/b/a Crystal Lake Buffet, located at 18 Crystal Lake Plaza, Unit W.

Votes Required to Pass:
Simple majority

Ord. No.
File No. 255 L

The City of Crystal Lake

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, as follows:

SECTION I: That CHAPTER 329 LIQUOR LICENSES Section 329-6 Limitations on licenses shall be as follows:

1. Class 3 License shall be increased from 4 to 5.

SECTION II: That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

SECTION III: That all Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

DATED at Crystal Lake, Illinois, this 7th day of May 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 7, 2024
APPROVED: May 7, 2024

Draft

To whom it may concern;

Dear Mayor. This is Evonne; I own Crystal Lake Buffet at 18w Crystal Lake Plaza. I am writing to ask if you can please approve me to have a liquid license for my location. I am very appreciative, and thank you in advance.

Evonne

LL24-000004
Liquor License

Applicant Name	evonne huang
Applicant Email	crystallakebuffet8888@gmail.com
Applicant Address	1491 white chapel lane algonquin il 60014
Applicant Company Name	crystal lake buffet
Applicant Company Address	18 crystal lake plaza crystal lake IL 60014
Applicant Home Phone	[redacted]
Applicant Cell Phone	
Applicant Work Phone	
Application Type	New
License Classification	Class 03
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	Crystal lake buffet inc
DBA	Crystal Lake buffet
Phone Number	7793564148
Contact Person Name	evonne huang
Contact Person Email	crystallakebuffet8888@gmail.com
Contact Person Address	1491 white chapel lane algonquin il 60014
Contact Person Company Name	crystal lake buffet
Contact Person Company Address	18 crystal lake plaza crystal lake IL 60014
Contact Person Home Phone	[redacted]
Contact Person Cell Phone	
Contact Person Work Phone	
Manager Name	evonne huang
Manager Email	crystallakebuffet8888@gmail.com
Manager Address	1491 white chapel lane algonquin il 60014
Manager Company Name	crystal lake buffet
Manager Company Address	18 crystal lake plaza crystal lake IL 60014
Manager Home Phone	[redacted]
Manager Cell Phone	
Manager Work Phone	
Manager Status	Current Manager
Citizenship	Yes

Officer Full Name and Title	fanny ng and manager
Home Address	255 spring point dr.
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	[redacted]
Email	
Officer Full Name and Title	Fanny Ng and Manager
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	255 Spring Point Drive Carpentersville IL 60110
Date of Birth	[redacted]
Phone Number	
Email	
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	Tom Eilers
Address of Lessor	650 Roosevelt road ste 204
Period Covered by Lease	4/1/2024-3/31/2035
Has applicant made application for a similar license for premises other than described in this application?	No
Has a previous license by any state or subdivision, or the federal government been revoked?	No
xHas applicant (including any partner, officer, manager, member or director, or any stockholder holding in the aggregate more than a 5% ownership interest in the applicant), ever been convicted of a f	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be	No

disqualified to receive a license by reason of any matter or	
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	Yes
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in Crystal Lake
Liquor Liability Insurance Expiration	03/15/2025
Is your Surety Bond Continuous?	No
Surety Bond Expiration	03/28/2025

Check this box to confirm above statement	1
Payment Type	Full Amount

Attach Lease Agreement: Crystal lake Buffet 18W Lease.pdf
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: Untitled.pdf
Owner / Registered Agent Signature: signature.png
Partner / Manager Signature: signature.png
Proof of Liquor Liability Insurance: image1 (3).jpeg
Surety Bond ($1000 payable to City of Crystal Lake): image0 (9).jpeg
Upload signed affidavit Click Here for form: affidavit.pdf

AFFIDAVIT

STATE OF Illinois)
) **SS**
COUNTY OF McHenry)

I (we) swear that I (we) will not violate any of the ordinances of the City of Crystal Lake or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of my (our) knowledge and belief.

(Affidavit must be signed in front of a notary public.)

Please sign below:

Evonne Huang — President
Printed Full Name — Title

[signature] — 4/24/2024
Applicant Signature — Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

24th day of April, 2024.

[signature]
Notary Public

My commission expires: OCT 7, 2025

(SEAL)

VINCENT NG
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 7, 2025

LEASE

This document is intended to be a binding real estate contract.

THIS LEASE made and entered into this 15th day of March, 2024 by and between Crystal Lake Limited Partnership by its Agent, The Danelle Corporation hereinafter called "Landlord", and Crystal Lake Buffet, Inc., an Illinois corporation hereinafter called "Tenant".

WITNESSETH:

LEASING OF PREMISES

1. In consideration of the rents, covenants and agreements hereinafter reserved and contained to be observed and performed by the Tenant, Landlord hereby demises and leases to Tenant, and Tenant accepts from Landlord the premises outlined in red on Exhibit "A" hereto attached and hereby made a part hereof:

Space 18W containing approximately 7,800 square feet.

(hereinafter referred to as "Leased Premises", or "Premises") in the shopping development known as:

Crystal Lake Plaza
Highway 14 & Keith Avenue
Crystal Lake, Illinois 60014

(the "Shopping Center" or "Center"). The Leased Premises shall be deemed to extend to the exterior face of all exterior walls, to the exterior faces of all interior walls, to the demising line where there is no wall or to the center line of those walls separating the Leased Premises from other premises, together with the appurtenances specifically granted in this Lease, but reserving and excepting to Landlord the use of the exterior walls and the roof and the right to install, maintain, use, repair, and replace pipes, ducts, conduits and wires leading through the Leased Premises and serving other parts of the Shopping Center in locations which will not materially interfere with Tenant's use thereof. Landlord reserves the right to change the size and dimensions of the Shopping Center, and to change the number and location of buildings, the building dimensions, the number of floors in the buildings, store dimensions (other than the Leased Premises), the identity and type of other stores and tenancies, and the common areas which are now or hereafter become part of the Shopping Center.

TERM OF LEASE

2. The term of this Lease shall commence on the 1st day of April, 2024 and shall end on the 30th day of June, 2034, unless sooner terminated as hereinafter provided (such period together with any renewals or extensions thereof is

hereinafter referred to as the "Lease Term").

RENT, ITS DETERMINATION AND METHOD OF PAYMENT

3. Tenant hereby covenants and agrees to pay to Landlord, without demand, at the office of Madison Corporate Group, Inc. 650 Roosevelt Rd. Suite 204 Glen Ellyn, Illinois 60137 or at such other place as Landlord may by notice in writing to Tenant from time to time direct, Rent at the following rates and times:

(a) Fixed Minimum Annual Rent during the Lease Term and any extension thereof in the amount of Column 1 Dollars ($ Column 2) per year, such Fixed Minimum Annual Rent to be paid in-twelve (12) equal monthly installments, each in the amount of Column 3 Dollars ($ Column 4) such installment to be paid in advance on the first-day of each and every calendar month during the Lease Term hereof except for the first installment which shall be paid as provided in paragraph 18 hereof. For any fractional calendar month during the Lease Term, such monthly installment shall be prorated.

Period	Column 1	Column 2	Column 3	Column 4
7/1/2024 – 6/30/2025	Sixty-seven Thousand Five Hundred & no cents	$ 67,500.00	Five Thousand Six Hundred Twenty-five & no cents	$ 5,625.00
7/1/2025 – 6/30/2026	Sixty-nine Thousand Five Hundred Forty & no cents	$ 69,540.00	Five Thousand Seven Hundred Ninety-five & no cents	$ 5,795.00
7/1/2026 – 6/30/2027	Seventy-one Thousand Six Hundred Forty & no cents	$ 71,640.00	Five Thousand Nine Hundred Seventy & no cents	$ 5,970.00
7/1/2027 – 6/30/2028	Seventy-three Thousand Eight Hundred & no cents	$ 73,800.00	Six Thousand One Hundred Fifty & no cents	$ 6,150.00
7/1/2028 – 6/30/2029	Seventy-six Thousand Twenty & no cents	$ 76,020.00	Six Thousand Three Hundred Thirty-five & no cents	$ 6,335.00
7/1/2029 – 6/30/2030	Seventy-eight Thousand Three Hundred & no cents	$ 78,300.00	Six Thousand Five Hundred Twenty-five & no cents	$ 6,525.00
7/1/2030 – 6/30/2031	Eighty Thousand Six Hundred Forty & no cents	$ 80,640.00	Six Thousand Seven Hundred Twenty & no cents	$ 6,720.00
7/1/2031 – 6/30/2032	Eighty-three Thousand Forty & no cents	$ 83,040.00	Six Thousand Nine Hundred Twenty & no cents	$ 6,920.00

7/1/2032 – 6/30/2033	Eighty-five Thousand Five Hundred Sixty & no cents	$ 85,560.00	Seven Thousand One Hundred Thirty & no cents	$ 7,130.00
7/1/2033 – 6/30/2034	Eighty-eight Thousand One Hundred Forty & no cents	$ 88,140.00	Seven Thousand Three Hundred Forty-five & no cents	$ 7,345.00

(b) Additional Rent, being all sums required to be paid by Tenant to Landlord pursuant to any of the provisions of this Lease other than Fixed Minimum Annual Rent including, but not limited to, any and all charges, costs and sums which Landlord may, at its election, pay for the account of Tenant, common area charges, charges imposed by, for and/or on behalf of the Merchants' Association, utility charges, and real estate taxes and assessments.

Tenant waives and disclaims any present or future right to apply any payment or part payment of Rent against any obligation of Landlord, however incurred, or to assert any such obligation as a set-off or counterclaim in any action for Rent, and agrees that it will not claim or assert any such right, set-off or counterclaim.

LEASE YEAR

4. The term "Lease Year" is defined to mean a portion of the Lease Term consisting of a period of twelve (12) consecutive calendar months, the first full Lease Year commencing on the first day of January following the commencement of the Lease Term, and each succeeding Lease Year commencing on the anniversary of the commencement of the first Lease Year. Any portion of the Lease Term which is less than a Lease Year shall be deemed a "Partial Lease Year".

GROSS SALES

5. The term "Gross Sales" as used in this Lease shall mean the total of all sales made in or upon or orders placed at or completed by delivery in, through or from the Leased Premises and in the amount that Tenant is required to report on Tenant's sales tax return to the Illinois Department of Revenue (the "Department"). Gross Sales shall exclude carrying charges, delivery charges, refunds for merchandise returned, sales cancelled, allowances or adjustments granted to customers, transfer of merchandise from this store to any other stores of the Tenant, return of merchandise to vendors, sales, excise and any other taxes which are added to the selling price of merchandise and paid for by the customer (to the extent and only to the extent that said sales, excise, or other taxes are actually paid by Tenant to the appropriate governmental body) and discounts on merchandise which are allowed to employees of the Tenant.

STATEMENTS BY TENANT

6. Tenant shall prepare and deliver to Landlord within ten (10) days after the end of each calendar month during the Lease Term, and on the tenth (10th) day of the month following the expiration or termination of this Lease, at the place where Rent is then required to be paid hereunder, a copy of Tenant's sales tax return filed with the Department, together with a written statement signed by a duly authorized officer or representative of Tenant certifying as to the truth, accuracy and completeness of such sales tax return and a written statement of a certified public accountant to the same effect or in the alternative, a copy of the sales tax return certified by the Department as a copy of the sales tax return filed with the Department. Tenant further agrees to pay Landlord a $1,000.00 penalty fee for each monthly report not sent to Landlord within thirty days after the end of each month. In addition, Tenant agrees to provide the City of Crystal Lake with a power of attorney letter addressed to, and in a form satisfactory to, the Illinois Department of Revenue, authorizing the Illinois Department of Revenue to release to the City of Crystal Lake for each calendar month, all sales tax revenue information relating to Tenant's business at the Shopping Center.

TENANT'S FAILURE TO FURNISH STATEMENTS

7. If Tenant shall fail to prepare and deliver within the time hereinabove specified any sales tax return and the certifications required hereunder, and any such failure shall continue for ten (10) days after written notice thereof given by Landlord to Tenant, Landlord may elect to treat Tenant's failure as a breach of this Lease entitling Landlord to terminate this Lease or to terminate Tenant's right to possession of the Leased Premises, or both. The knowing or intentional submission by Tenant to Landlord or to Landlord's agent of an incorrect or inaccurate sales tax return or the reckless or knowing maintenance by Tenant or its submission to the Department of any incorrect or inaccurate records of sales or other required data, or the failure of Tenant to maintain the records required by this Lease or to make the same timely available to Landlord or Landlord's representative as required by this Lease, shall constitute a default under the terms of this Lease and shall permit Landlord to maintain any remedy permitted by this Lease or permitted by law.

MAINTENANCE OF RECORDS AND AUDIT BY LANDLORD

8. Tenant shall prepare, keep, maintain and preserve on the Leased Premises full, true, complete, and accurate books and records of Gross Sales, which books and records shall be kept in accordance with generally accepted accounting practices, and shall be open at all times to Landlord or its representatives, without notice from Landlord, for the purpose of examining the same to determine the accuracy of the statements of the Gross Sales submitted by Tenant as required pursuant to this Lease. The books and records of account shall also include all federal, state and local tax returns of Tenant relating to Gross Sales. Landlord shall have the right to inspect the records of Tenant in connection with sales made by Tenant from other stores operated by Tenant or its affiliates. Tenant shall, upon Landlord's request, promptly explain the methods of keeping the records. All

DC 24

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: James Chen
Achieve Agency, Inc. 3500 S Morgan St Unit 203 Chicago, IL 60609	PHONE (A/C, No, Ext): 630-582-1648 FAX (A/C, No): 630-582-1663 E-MAIL ADDRESS: leadways88@yahoo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Erie Insurance	
INSURER B : Hartford Insurance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Crystal Lake Buffet INC, 18 W. Crystal Lake Plaza, Crystal lake, IL 60014

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	Q619782162	3/15/2024	3/15/2025	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	83WEC6V10	3/15/2024	3/15/2025	WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Liquor Liability	Y	Y	Q619782162	3/15/2024	3/15/2025	Each Common Cause	$1,000,000
							Aggregate Limit	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured: City of Crystal Lake.
Restaurant Liquor License
Location: 18 W. Crystal Lake Plaza Crystal lake, IL 60014.

CERTIFICATE HOLDER

City of Crystal Lake
100 W. Woodstock St.
Crystal Lake IL 60014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Chen

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Liberty Mutual. SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Crystal Lake Buffet Inc DBA Crystal Lake Buffet
Agency Name: ACHIEVE AGENCY, INC Bond Number: 999319899
Obligee: City of Crystal Lake
Bond Amount: ($1,000.00) One Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **James Chen** in the city and state of **Chicago, IL**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of March, 2021.

The Ohio Casualty Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 28th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 28th day of March, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual. SURETY

LICENSE OR PERMIT BOND

Bond No.: **999319899**

KNOW ALL BY THESE PRESENTS, That we, Crystal Lake Buffet Inc DBA Crystal Lake Buffet as Principal, of 18 W Crystal lake Plaza, Crystal Lkae, IL 60014, and the The Ohio Casualty Insurance Company, a New Hampshire corporation, as Surety, are held and firmly bound unto City of Crystal Lake, of 100 Woodstock St., Building Department, Crystal Lake, IL 60014, as Obligee, in the sum of One Thousand Dollars And Zero Cents ($1,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 28th day of March, 2024.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Liquor License by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:
   - ☒ Until 28th day of March, 2025, or until the date of expiration of any Continuation Certificate executed by the Surety

   OR

   - ☐ Until canceled as herein provided.
2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Crystal Lake Buffet Inc DBA Crystal Lake Buffet

By (X) _____
Principal

The Ohio Casualty Insurance Company

By _____
James Chen — Attorney-in-Fact

Liberty Mutual Surety Claims • P.O. Box 34526, Seattle, WA 98124 • Phone: 206-473-6210 • Fax: 866-548-6837
Email: HOSCL@libertymutual.com • www.LibertyMutualSuretyClaims.com