#2014-36
Affinity for Gaming – UDO Text Amendment
Project Review for Planning and Zoning Commission

Meeting Date: September 17, 2014

Requests:
1. UDO Text Amendment to allow Hobby, Toy and Game Stores as a Special Use in the B-1 Neighborhood Commercial zoning district.
2. Special Use Permit for Affinity for Gaming.

Location: 19 E. Berkshire Drive

Acreage: 1,200 square-foot tenant space

Existing Zoning: B-1 Neighborhood Commercial

Surrounding Properties:
North: B-2 General Commercial
South: R-2 Single-Family Residential, Canterbury Park
East: B-1 PUD Neighborhood Commercial
West: R-2 Single-Family Residential

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- Existing Use: This site is developed as an in-line tenant building. The property owner made modifications to the building to allow multiple tenants.

Development Analysis:

General

- Request: Text Amendment to allow Hobby, Toy and Game Stores as a Special Use in the B-1 Neighborhood Commercial zoning district. The UDO currently allows Hobby, Toy and Game stores as a Permitted Use in the B-2 and B-4 zoning districts.
- Request: Special Use Permit for Affinity for Gaming a Hobby, Toy and Game store.

The Table 2-300 illustration below shows how the ordinance would be changed.

TABLE 2-300 Permitted Uses Table														
Service Uses														
		F	E	RE	R-1	R-2	R-3A	R-3B	O	**B-1**	B-2	B-4	M-L	M
Sporting Goods, Hobby, Book and Music Stores	Hobby, Toy and Game Stores									**S**	P	P		

- Land Use: The land use map shows the area as Commerce. This land use designation is appropriate for retail sales.
- Zoning: The site is zoned B-1 Neighborhood Commercial. This building in conjunction with the other buildings in this and the adjacent center provide services to the surrounding residential community.
- Parking: Per the UDO, 1 parking space is required per 1,000 square feet of gross floor area requiring 6 parking spaces for this use. This center has a joint parking agreement with the owners of 35 Berkshire Drive (located immediately to the east) that permit customers of both buildings to use the entire parking area. Therefore no parking problems are anticipated. The agreement is attached.

Tenant Space Layout

- The petitioner is using Unit #3 for the gaming store.
- Tables for demonstrations, teaching and playing the games would be set up. Also there are display cabinets which also contain products for sale.
- The tournaments shall remain small and not create a major draw or become the dominant use of the site in order to comply with the zoning requirements.

SPECIAL USE PERMIT

The petitioner has requested a Special Use Permit to allow a Hobby, Toy and Game store in the B-1 Neighborhood Commercial zoning district. Special Uses require a separate review because of their potential to impact surrounding properties and the orderly development of the City. Section 2-400 of the Unified Development Ordinance establishes standard for all Special Uses in Crystal Lake. The criteria are as follows:

1. That the proposed use is necessary or desirable, at the location involved, to provide a service or facility which will further the public convenience and contribute to the general welfare of the neighborhood or community.
   ☐ *Meets* ☐ *Does not meet*

2. That the proposed use will not be detrimental to the value of other properties or improvements in the vicinity.

☐ *Meets* ☐ *Does not meet*

3. That the proposed use will comply with the regulations of the zoning district in which it is located and this Ordinance generally, including, but not limited to, all applicable yard and bulk regulations, parking and loading regulations, sign control regulations, watershed, wetlands, and flood plain regulations, Building and Fire Codes and all other applicable City Ordinances.
   ☐ *Meets* ☐ *Does not meet*

4. That the proposed use will not negatively impact the existing off-site traffic circulation; will adequately address on-site traffic circulation; will provide adequate on-site parking facilities; and, if required, will contribute financially, in proportion to its impact, to upgrading roadway and parking systems.
   ☐ *Meets* ☐ *Does not meet*

5. That the proposed use will not negatively impact existing public utilities and municipal service delivery systems and, if required, will contribute financially, in proportion to its impact, to the upgrading of public utility systems and municipal service delivery systems.
   ☐ *Meets* ☐ *Does not meet*

6. That the proposed use will not impact negatively on the environment by creating air, noise, or water pollution; ground contamination; or unsightly views.
   ☐ *Meets* ☐ *Does not meet*

7. That the proposed use will maintain, where possible, existing mature vegetation; provide adequate screening to residential properties; provide landscaping in forms of ground covers, trees and shrubs; and provide architecture, which is aesthetically appealing, compatible or complementary to surrounding properties and acceptable by community standards, as further detailed in Article 4, Development and Design Standards.
   ☐ *Meets* ☐ *Does not meet*

8. That the proposed use will meet standards and requirements established by jurisdictions other than the City such as Federal, State or County statutes requiring licensing procedures or health/safety inspections, and submit written evidence thereof.
   ☐ *Meets* ☐ *Does not meet*

9. That the proposed use shall conform to any stipulations or conditions approved as part of a Special Use Permit issued for such use.
   ☐ *Meets* ☐ *Does not meet*

10. That the proposed use shall conform to the standards established for specific special uses as provided in this section.
    ☐ *Meets* ☐ *Does not meet*

2030 Comprehensive Land Use Plan Review:

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

Land Use - Commerce

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

This can be accomplished with the following supporting action:

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

Success Indicators: The number of new "mom & pop," / small independent business occupancies.

Recommended Conditions:

If a motion to recommend approval of the petitioner's request to approve a Text Amendment to allow Hobby, Toy and Game Stores as a Permitted Use in the B-1 Neighborhood Commercial zoning district for Affinity for Gaming is made, the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Michael Purn, received 07/23/14)
   B. Project Description and Floor Plan (Purn, received 07/23/14)

2. The applicant shall be responsible to have adequate parking in the shopping center for this use. No vehicles shall be parked on the street or in the gas station or daycare lots.

3. The petitioner shall instruct the tournament participants to park in the spaces directly adjacent to the tenant suite and then in the spaces along the perimeter at the ends of the aisles of the larger parking area along Berkshire in order to have the least impact on adjacent businesses as possible.

4. The petitioner shall address all of the review comments and requirements of the Community Development and Fire Rescue Departments.

2014 36

City of Crystal Lake
Development Application

Office Use Only
File # _____

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JUL 23 2014
BY:

Project Title: Affinity for Gaming, Inc.

Action Requested

___ **Annexation**
___ **Comprehensive Plan Amendment**
___ **Conceptual PUD Review**
___ **Final PUD**
___ **Final PUD Amendment**
___ **Final Plat of Subdivision**
___ **Preliminary PUD**
___ **Preliminary Plat of Subdivision**
___ **Rezoning**
X **Special Use Permit**
___ **Variation**
X **Other** UDO AMENDMENT

Petitioner Information

Name: Michael Purn
Address: 1662 Edgewood Drive
Algonquin, Illinois 60102
Phone: 815.529.0968
Fax: _____
E-mail: michaelpurn@gmail.com

Owner Information (if different)

Name: Andy Costas
Address: Berkshire Partners
3441 Dempster, Skokie, Illinois 60076
Phone: 312.736.3200
Fax: _____
E-mail: _____

Property Information

Project Description: Detail description of project in Exhibit A

Project Address/Location: 19 East Berkshire Drive, Unit 3
Crystal Lake, Illinois 60014

PIN Number(s): 19-08-426-006

Development Team

Please include address, phone, fax and e-mail

Developer: _____

Architect: _____

Attorney: _____

Engineer: _____

Landscape Architect: _____

Planner: _____

Surveyor: _____

Other: _____

Signatures

Michael Purn, President
Affinity for Gaming, Inc.

PETITIONER: Print and Sign name (*if different from owner*) **Date** July 21, 2014

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

Andy Costas
Berkshire Partners 8-4-14

OWNER: Print and Sign name **Date**

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

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JUL 23 2014
BY:

City of Crystal Lake

Development Application

PROJECT DESCRIPTION: Affinity for Gaming, Inc. game store

at 19 East Berkshire Drive, Unit 3, in Crystal Lake

Affinity for Gaming would like to request a variation of "B-1" zone, at the location stated above, per Article 2, Land Use of the UDO; whereas, Game/Hobby/Toy Stores are only permitted in "B-2" and "B-4" zoning districts in the City of Crystal Lake.

This project proposes to create a family/neighborhood gaming store to teach, demonstrate, and educate customers about new and exciting board games, collectible/tradable card games, and miniature games. The project will not only provide table space for customers to learn these games, but Affinity for Gaming will provide many demonstration "demos" games for customers to try out.

Additionally, this project plans to hold small size tournaments for customers who wish to play these various games at a competitive level. The size and duration of these tournaments would depend on interest we develop, in the area, for each of the games. Affinity for Gaming plans to hold a once a month charity tournament, with one or more of the area's Boy Scout troops, to help encourage local programs. Affinity for Gaming has high hopes that it will be able to help support the three local high school gaming clubs with their tournaments and gaming supplies.

EXIBIT A

PUBLIC NOTICE

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

IN THE MATTER OF THE PETITION OF Michael Purn

LEGAL NOTICE

Notice is hereby given in compliance with the Unified Development Ordinance (UDO) of the City of Crystal Lake, Illinois that a public hearing will be held before the Planning and Zoning Commission on the application by Michael Purn, on behalf of Andy Costas with Berkshire Partners, for the purposes of seeking a UDO Text Amendment at 19 E. Berkshire Drive, Crystal Lake, Illinois. PIN: 19-08-426-006.

This application is filed for the purpose of seeking a UDO Text Amendment from Article 2 Land Use to allow Hobby, Toy and Game Stores as a Special Use in the B-1 Neighborhood Commercial zoning district and a Special Use Permit per Article 9-200 D for Affinity for Gaming. Plans for this project can be viewed at the Crystal Lake Community Development Department at City Hall.

A public hearing before the Planning and Zoning Commission on this request will be held at 7:30 p.m. on Wednesday, September 17, 2014, at the Crystal Lake City Hall, 100 West Woodstock Street, at which time and place any person determining to be heard may be present.

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

(Published in the Northwest Herald September 2, 2014 #5073)

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, AUGUST 20, 2014
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

The meeting was called to order by Chairman Hayden at 7:30 p.m. On roll call, members Batastini, Esposito, Gavle, Goss, Jouron, Skluzacek, and Hayden were present. Mr. Greenman was absent.

Elizabeth Maxwell, Planner, was present from Staff.

Mr. Hayden asked those in attendance to rise to say the Pledge of Allegiance. He led those in attendance in the Pledge.

Mr. Hayden stated that this meeting was being televised now as well as recorded for future playback on the City's cable station.

2014-36 AFFINITY FOR GAMING – 19 E. Berkshire Dr. – PUBLIC HEARING
UDO Text Amendment to allow a Hobby, Toy and Game Stores in the B-1 Neighborhood Commercial zoning district.

Mr. Hayden stated that the sign had been posted. He said the surrounding property owners did not need to be notified of the hearing since it is an Amendment to the UDO. Mr. Purn said he did notify the surrounding property owners. Mr. Hayden said the Certificate of Publication was in the file and waived the reading of the legal notice without objection.

Michael Purn and Justin Maher were present to represent their petition. Mr. Purn said they would like to rent a 1,200 square foot space for their gaming store. He said there will be six tables to be used to demonstrate games – both board and card games. There will be a few displays of merchandise including specialty board games that are harder to find. He added that there are groups in the area that play certain board games and this could be a place where they can come. Mr. Purn said they have noticed that the kids who play these games are more interactive with others and still get their "gaming" in. It's not just computer games that they are interested in. They will hold small tournaments on the weekends where players can test their skills.

Mr. Hayden said he is concerned with the text amendment with this type of business being a permitted use. The concern he has is with the tournaments and what that entails. Typically the "B-1" zoning is a smaller retail parcel with limited parking. Mr. Purn said they have seating for 36 people. The property they are looking at is one building with approximately 40 parking spaces. They share the parking with the adjacent property which has approximately 100 spaces. He added that most of their clients would be younger and would be dropped off. Mr. Purn said he has spoken with 7-11, the laundromat and other stores in the two buildings and they did not have a problem with this use.

John Podgarny, owner of Prime Time Sports Collectables at 35 Berkshire, said he is concerned with the parking. When he hosts a tournament there is usually over 30 cars. He added that with the small portion of the building the business would be occupying, they would be entitled to only 4 spaces on that parcel.

Ms. Maxwell said Prime Time Sports Collectables was in business prior to the UDO which now breaks out this specific use.

Mr. Podgarny said there will be overflow parking for tournaments and that will take away from his parking.

There was no one else in the public who wished to comment on this petition. The public portion was closed at this time.

Mr. Purn said he worked with Mr. Podgarny for a year. During the tournaments that were held at that business, there were not more than 10 to 12 cars – never 30. The majority of the parking in the summer is for the Dairy Queen which is next door to that business. Mr. Purn said Prime Time Sports is trying to be a gaming store, but it is primarily a sports collectable store. He added that if his business does take off like they hope will happen, they will be looking for a larger space to rent and closer to Route 14. Mr. Purn said that the former Lazer Tag that was in a portion of the space he wants to rent was a more intense use.

Mr. Goss asked if there will be spectators during the tournaments. Mr. Purn said there may be a mom waiting. Mr. Goss said he is concerned to make this a permitted use in this district. That would not allow the City to put any conditions on the use regarding the parking or tournaments. He believes this use should be a Special Use Permit in this zoning district. That would allow them to review the parking for the site, control the number of people for the tournaments, etc.

Mr. Skluzacek said he is also concerned with parking for tournaments. He asked if they could change the suggested amendment to a Special Use Permit instead of Permitted. Ms. Maxwell said they would need to republish since it specifically stated a Permitted use. She said staff didn't feel there would be a problem with this use since it is a permitted use in the "B-2" and "B-4" districts already. There have not been any complaints in the past about parking. Mr. Purn said they are looking to move to a larger location in the future, but not now. He said the larger stores in the area host large tournaments that draw people from out of state. The tournaments they would be hosting would be smaller with local players.

Mr. Jouron asked where the parking stops for this building. Mr. Purn said there are two rows of parking – one along the building and the other immediately behind it. Mr. Jouron asked if there is parking in the rear. Mr. Purn said no. He added that in the Lazer Tag report it states there is a cross parking agreement between the two properties. Mr. Jouron asked about the hours of operation. Mr. Purn said they will be open 7 days a week from probably noon to 11:30 p.m. but it depends on the customers. The hours may be shorter during the week.

Mr. Esposito said this is not the only "B-1" parcel in town and the others may not have the parking that is needed for this type of use.

Mr. Batastini said the question is does this use belong in a "B-1" district. Mr. Goss said there is already one store in the "B-1" district. Mr. Batastini prefers that a Special Use Permit be required, but he doesn't feel that this will be a problem on this property. Mr. Goss said there is a "B-1" parcel that is much smaller just north of Crystal Lake South High School and that parcel would not be able to handle a use such as this.

Mr. Hayden said he does see a problem with this. With the text amendment for the UDO there can't be any conditions put on the use. He added that a parking agreement between two properties doesn't have any bearing on the text amendment. Mr. Hayden said if there is a parking problem in the future, this amendment has no teeth for the City. He asked what the Fire Rescue Department said about the occupancy load. Ms. Maxwell said with the layout provided, it would be about 67. Mr. Hayden said there aren't 67 spaces available and that would be a problem. Ms. Maxwell said each use in a building or on a property has a specific number of parking spaces determined by the uses. If there is a parking problem, staff talks with the tenants to see which business or businesses seem to be causing the issue. She said there is recourse by the City if there is a parking issue. There have been things done about parking issues in the past. Mr. Hayden said that would be an enforcement nightmare. Ms. Maxwell said when Lazer Tag was open, they would hold birthday parties and still be open for their regular business and that caused parking issues.

Mr. Hayden said this is planning an enforcement issue on the City with little teeth to it. Mr. Goss said this is possibly the largest "B-1" property within the City limits. Mr. Hayden said he likes the idea of requiring a Special Use Permit so each request can be reviewed separately. Ms. Maxwell asked if there were to be a Special Use Permit in the UDO, what conditions/items the Commissioners would like to have looked at in the criteria. Mr. Hayden suggested the days and hours of operation and parking for tournaments. Mr. Goss suggested occupancy limits. He feels there will be people milling around outside waiting for their next turn. He would like staff to look into this further.

Mr. Jouron said it gets down to parking. Mr. Esposito said the City would have more control if it were a Special Use Permit. He said it is not just this property but all "B-1" zoned properties. Mr. Hayden said this also could include expanding into video games like Nintendo. There is nothing here that says a business owner couldn't do that.

Mr. Purn said the way the business is structured is you come in, play, and leave. There is not enough space with the tables to have 60 people play at one time. Once the seats are filled, we can tell them to come earlier next time. He has 36 seats for tournament play but not more than that.

Mr. Hayden said he believes everything the petitioner is telling them, but once the amendment is approved there are no teeth in it for the City's enforcement people. He said they want him to open his business in the City and wants him to be successful. They don't want any business in either center to

have a parking issue. Mr. Hayden said the only problem is the petitioner has to go through the process again unless they opt for moving forward to City Council with this request.

Mr. Purn said he doesn't want to make this difficult for the City with other properties that are zoned "B-1." Ms. Maxwell said either way it would be hard to enforce because staff leaves at 4 p.m. and it would be based on complaints received. She said she will work with the Building Division on possible conditions for a Special Use Permit.

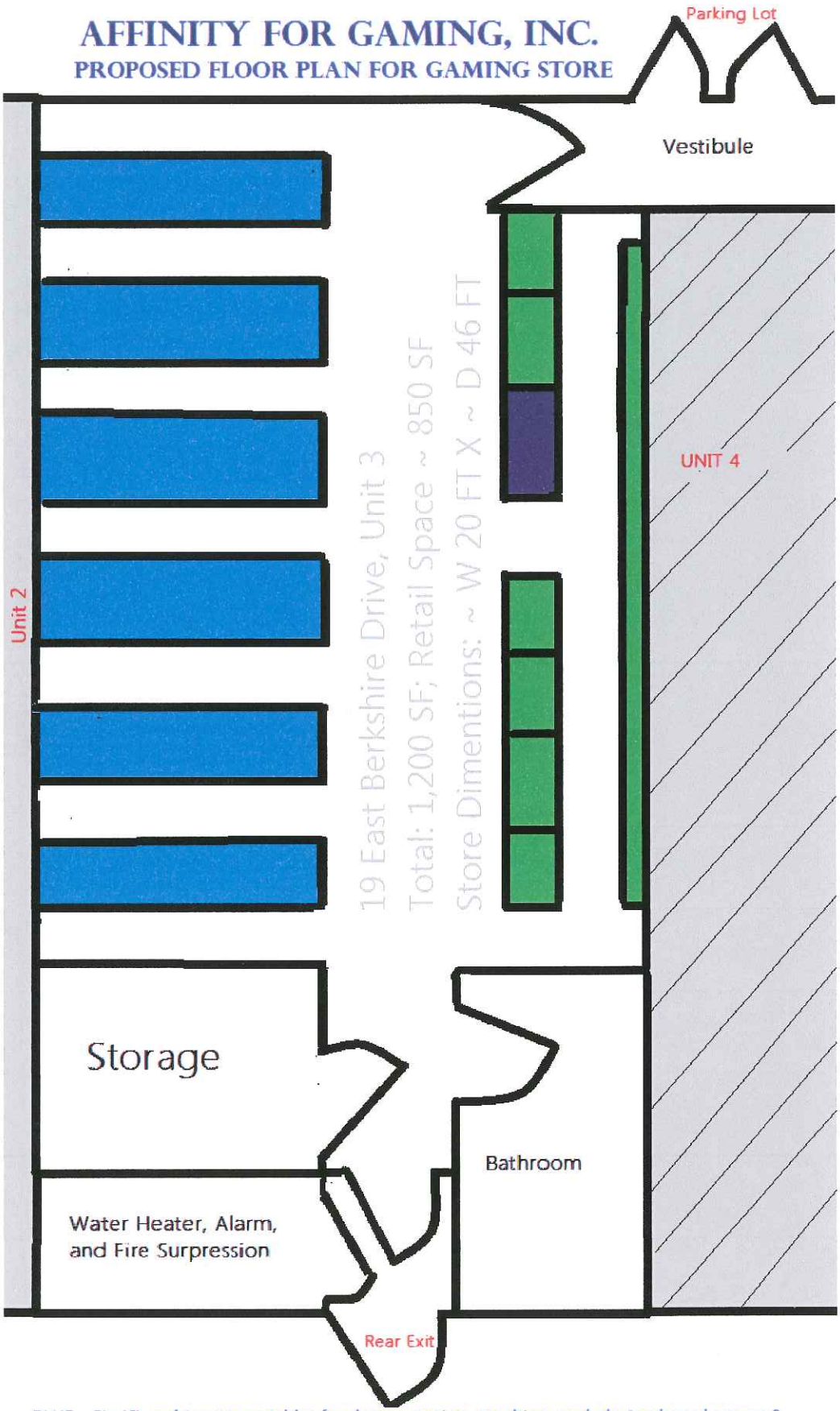
Mr. Goss asked about the tournaments. Mr. Purn said they are usually on the weekends after 7 p.m. which is when most of the businesses are closed. Mr. Hayden asked how often the tournaments are run. Mr. Purn said usually every weekend.

Mr. Purn said he will withdraw this request and reapply for the amendment to state a Special Use Permit is required for this use.

Mr. Goss moved to accept the withdrawal of the UDO Text Amendment to allow Hobby, Toy and Game Stores in the B-1 Neighborhood Commercial zoning district for Affinity for Gaming; to reapply for the UDO Text Amendment with the use requiring a Special Use Permit without paying an additional application fee; and the petitioners are to work with staff on the language regarding issues such as but not limited to parking, occupancy, tournament restrictions, etc. Mr. Esposito seconded the motion. On roll call, all members voted aye. Motion passed.

AFFINITY FOR GAMING, INC.

PROPOSED FLOOR PLAN FOR GAMING STORE



BLUE - Six (6) multi-purpose tables for demonstrating, teaching, and playing board games & collectible card games with customers.

GREEN – Shelves and display cases to exhibit merchandise to customers.

PURPLE – Point of Sale/Check-out area

Exhibit B

2014 36

RECEIVED
JUL 23 2014
BY:

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION, dated the _____ day of September, 1983, by and between LA SALLE NATIONAL BANK, TRUSTEE, TRUST NO. 104789 (hereinafter referred to as "Grantor") and PIONEER BANK AND TRUST COMPANY, TRUSTEE, TRUST NO. 22505 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a certain parcel of unimproved real property located in the Village of Crystal Lake, County of McHenry, State of Illinois, as described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Grantee is the owner of a certain parcel of improved real property (hereinafter referred to as the "Grantee's parcel") located adjacent to Grantor's parcel in the Village of Crystal Lake, County of McHenry, State of Illinois, as described on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the parties wish to establish certain easements, rights, duties and responsibilities between themselves with respect to the development and use of their respective parcels; and

WHEREAS, the parties contemplate construction of

improvements on the Grantor's parcel;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, Grantor and Grantee hereby covenant and agree, each with the other, as follows:

1. Grantor grants to the Grantee, its successors and assigns, and its tenants, visitors, employees and licensees, a non-exclusive easement and right to use, appurtenant to and for the benefit of the Grantee's parcel, for driving, parking, and ingress and egress to public streets, such portions of the Grantor's parcel as hereinabove defined, as may from time to time be designated by Grantor as private roads, driveways, parking aisles and parking areas (hereinafter collectively referred to as the "Grantor's parking areas"). Grantor covenants and agrees that Grantor's parking areas shall substantially conform to the parking areas as shown on Exhibit "C" upon completion of initial construction of Grantor's parking areas.

2. Grantee grants to the Grantor, its successors and assigns, and its tenants, visitors, employees and licensees, a non-exclusive easement and right to use, appurtenant to and for the benefit of the Grantor's parcel, for driving, parking, and ingress and egress to public streets, such portions of the Grantee's parcel as hereinabove defined, as may from time to time be designated by Grantee as private roads, driveways, parking aisles and parking areas (hereinafter collectively referred to as the "Grantee's parking areas"). Grantee covenants and agrees that Grantee's parking areas

shall substantially conform to the parking areas as shown on Exhibit "D".

3. Each of the parties agree not to erect any curb or other barrier that would impair or block the vehicular access between the Grantor's parcel and the Grantee's parcel.

4. The easement and right to use granted above to the Grantor and Grantee respectively, is non-exclusive and each party reserves the right to use its parking areas for all purposes that shall not unreasonably interfere with the other party's use thereof. The said easement shall not be construed to give either party the right to install or maintain any pipes, conduits or wires under, upon or over any portion of the other party's parking areas covered by said easement.

5. Anything contained herein to the contrary notwithstanding, Grantor reserves the right to make such changes in the Grantor's parking areas as it may from time to time in its sole discretion elect, even if the result be that the number of parking spaces or driveways accessible for use by the Grantee is thereby reduced; provided, however, that Grantor covenants and agrees not to reduce the total number of parking spaces in the Grantor's parking areas below the minimum number required for use by its parcel in accordance with the Zoning Ordinance of the City of Crystal Lake.

6. Anything contained herein to the contrary notwithstanding, Grantee reserves the right to make such changes in the Grantee's parking areas as it may from time to time in its sole discretion elect, even if the result be that the number of parking spaces or driveways accessible

for use by the Grantor is thereby reduced; provided, however, that Grantee covenants and agrees not to reduce the total number of parking spaces in the Grantee's parking areas below the minimum number required for use by its parcel in accordance with the Zoning Ordinance of the City of Crystal Lake.

7. Grantor and Grantee each agree to maintain, at their sole cost and expense, respectively, the parking areas which lie upon their respective parcels. This maintenance obligation shall expressly include but not be limited to cleaning and snow removal.

8. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Grantor's parcel or Grantee's parcel to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Declaration, express or implied, shall confer upon any person other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Declaration.

9. This Declaration shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

10. This Declaration may be amended, modified or terminated at any time by a Declaration in writing, executed and acknowledged by the parties or their successors or assigns.

11. Nothing in this Declaration should be construed to make the parties hereto partners or joint venturers or to render either of said parties liable for the debts or

obligations of the other.

12. This Declaration is executed by Pioneer Bank & Trust Company, as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Pioneer Bank & Trust Company hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that Pioneer Bank & Trust Company, as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the titleholding interest and the trust estate under said Trust No. 22505 to the terms of the Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by Pioneer Bank & Trust Company, as Trustee aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 22505 or their successors, and not by Pioneer Bank & Trust Company personally; and further, that no duty shall rest upon Pioneer Bank & Trust Company, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration. In event of conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting

upon said Trustee, the exculpatory provision hereof shall be controlling.

13. This Declaration is executed by LaSalle National Bank, as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and LaSalle National Bank hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that LaSalle National Bank, as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the titleholding interest and the trust estate under said Trust No. 104789 to the terms of the Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by LaSalle National Bank, as Trustee aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 104789 or their successors, and not by LaSalle National Bank personally; and further, that no duty shall rest upon LaSalle National Bank, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration. In event of conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability

or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date and year first above written.

PIONEER BANK & TRUST COMPANY,
TRUSTEE, TRUST NO. 22505

By:_____

Attest:_____

LA SALLE NATIONAL BANK,
TRUSTEE, TRUST NO. 104789

BY:_____

Attest:_____

This document prepared
by and mailed to:

DiMonte & Lizak
Attention: Bruce A. Salk
5201 N. Harlem Avenue
Chicago, Illinois 60656

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, a notary public in and for the county in the state aforesaid, do hereby certify that _____, president of Pioneer Bank & Trust Company, and _____, secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such president and secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said secretary then and there acknowledged that __he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said secretary, as _____ own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 19__.

_____
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, a notary public in and for the county in the state aforesaid, do hereby certify that _____, president of LaSalle National Bank, and _____, secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such president and secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said secretary then and there acknowledged that __he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said secretary, as _____ own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 19__.

_____
Notary Public

CONSENT OF MORTGAGEE

_____ of _____

_____ Illinois, a corporation of the State of Illinois, holder of a mortgage on the parcel described in Exhibit "A" dated _____ and recorded in the Office of the Recorder of Deeds, McHenry County, Illinois on _____ as Document No. _____, does hereby consent to the execution and recording of the aforesaid Declaration of Easement, Covenants and Restrictions and agrees that the aforesaid mortgage is subject to the provisions of said Declaration of Easements, Covenants and Restrictions.

IN WITNESS WHEREOF, _____ has caused these presents to be executed by its duly authorized officers on its behalf this _____ day of October, 1983.

By: _____

Attest:

_____

I, _____, a notary public, in and for said County and State, do hereby certify that _____ _____ and _____, president, and _____, secretary, respectively, of _____, personally known to me to be the same persons whose names are subscribed to the foregoing as such _____ president and _____ _____ secretary, appeared and delivered this instrument as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes set forth herein.

Given under my hand and notarial seal this _____ day of _____, 1983.

_____
Notary Public

CONSENT OF MORTGAGEE

_____ of _____

_____ Illinois, a corporation of the State of Illinois, holder of a mortgage on the parcel described in Exhibit "B" dated _____ and recorded in the Office of the Recorder of Deeds, McHenry County, Illinois on _____ as Document No. _____, does hereby consent to the execution and recording of the aforesaid Declaration of Easement, Covenants and Restrictions and agrees that the aforesaid mortgage is subject to the provisions of said Declaration of Easements, Covenants and Restrictions.

IN WITNESS WHEREOF, _____ has caused these presents to be executed by its duly authorized officers on its behalf this _____ day of October, 1983.

By:_____

Attest:

_____

I, _____, a notary public, in and for said County and State, do hereby certify that _____ _____ and _____, president, and _____, secretary, respectively, of _____, personally known to me to be the same persons whose names are subscribed to the foregoing as such _____ president and _____ _____ secretary, appeared and delivered this instrument as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes set forth herein.

Given under my hand and notarial seal this _____ day of _____, 1983.

_____
Notary Public

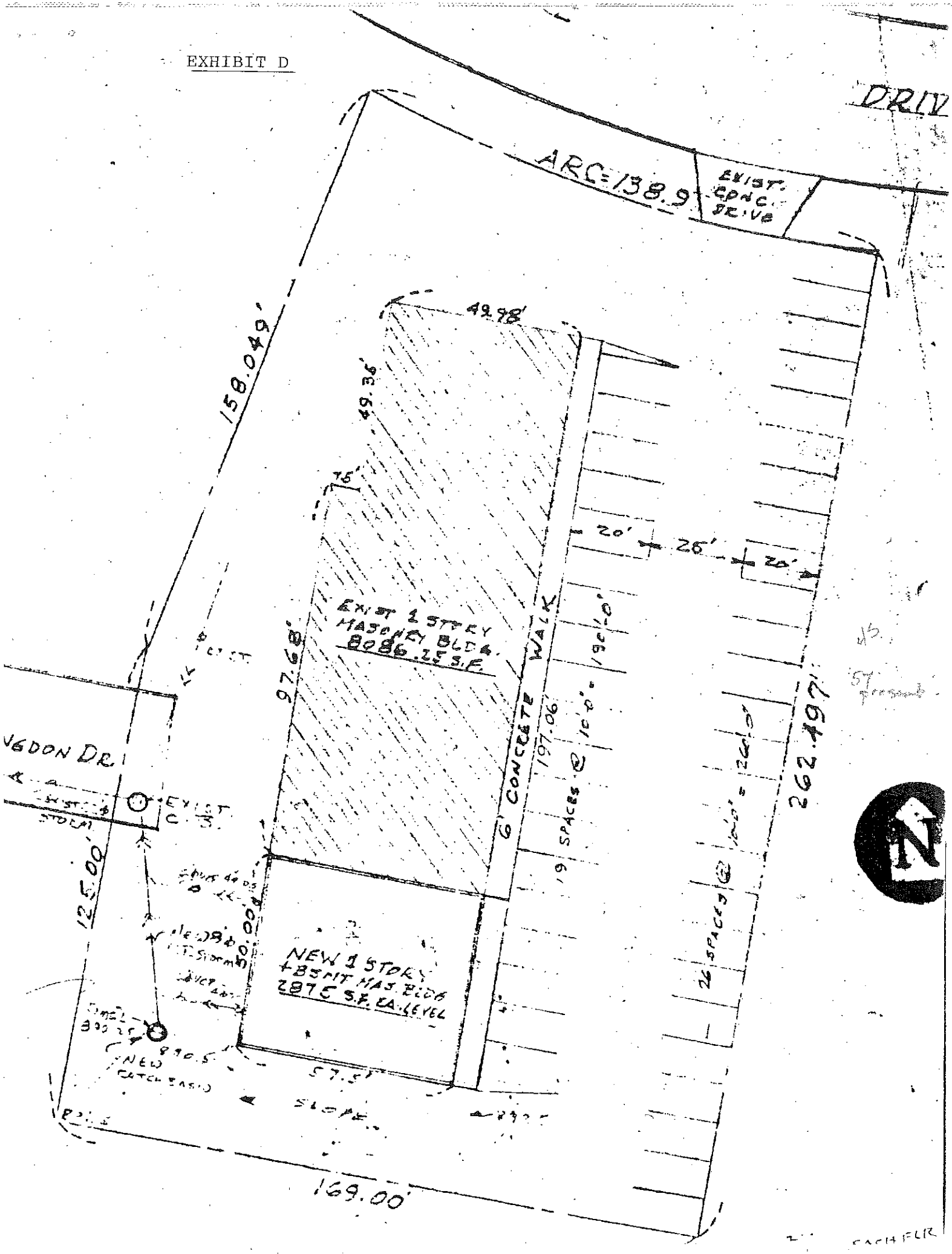
EXHIBIT A

The West 200 feet of Lot 2 in Berkshire Drive Resubdivision of that part of Lots 14 and 15 in Plat of Farms at Crystal Lake, recorded October 6, 1858, in Book 22 of Deeds, Page 1, described as follows: to-wit: Commencing at a point South 9° 26' 40" West, 52.65 Feet of a point South 40° East, 367.36 Feet of the point of intersection of the center line of Virginia Street with the East and West Quarter Line of Section 8, Township 43 North, Range 8, East of the Third Principal Meridian, said point being in the Southwesterly right-of-way line of Virginia Street; thence continuing South 9° 26' 40" West, 142.32 Feet; thence North 80° 33' 20" West, 600.0 Feet; thence North 9° 26' 40" East, 125.0 Feet; thence North 20° 23' 38" East, 158.049 Feet to a point on a curved line, convex Southerly, having a radius of 358.809 Feet; thence Easterly along the last described curved line for an arc distance of 293.792 Feet to a point of tangency; thence North 70° 58' 46" East, tangent with the last described curve, for a distance of 46.035 Feet to a point of curvature; thence Southerly along a curved line, convex Northeasterly, having a radius of 29.089 Feet, for an arc distance of 35.041 Feet to a point of tangency, said point being in the Southwesterly right-of-way line of said Virginia Street; thence South 40° East, 279.088 Feet to the place of beginning, in McHenry County, Illinois.

EXHIBIT B

Lot 2 (except the West 200 feet thereof) in Berkshire Drive Resubdivision of that part of Lots 14 and 15 in Plat of Farms at Crystal Lake, recorded October 6, 1858, in Book 22 of Deeds Page 1, described as follows: to-wit: Commencing at a point South 9° 26' 40" West, 52.65 Feet of a point South 40° East, 367.36 Feet of the point of intersection of the center line of Virginia Street with the East and West Quarter Line of Section 8, Township 43 North, Range 8, East of the Third Principal Meridian, said point being in the Southwesterly right-of-way line of Virginia Street; thence continuing South 9° 26' 40" West, 142.32 Feet; thence North 80° 33' 20" West, 600.0 Feet; thence North 9° 26' 40" East, 125.0 Feet; thence North 20° 23' 38" East, 158.049 Feet to a point on a curved line, convex Southerly, having a radius of 358.809 Feet; thence Easterly along the last described curved line for an arc distance of 293.792 Feet to a point of tangency; thence North 70° 58' 46" East, tangent with the last described curve, for a distance of 46.035 Feet to a point of curvature; thence Southerly along a curved line, convex Northeasterly, having a radius of 29.089 Feet, for an arc distance of 35.041 Feet to a point of tangency, said point being in the Southwesterly right-of-way line of said Virginia Street; thence South 40° East, 279.088 Feet to the place of beginning, in McHenry County, Illinois.

EXHIBIT D


DRIV
ARC=138.9
EXIST. CONC. DRIVE
158.04'
49.98'
49.36'
15'
20'
26'
20'
EXIST 1 STORY MASONRY BLDG. 8086.25 S.F.
97.68'
6' CONCRETE WALK
197.06'
19 SPACES @ 10'-0" = 190'-0"
26 SPACES @ 10'-0" = 260'-0"
262.49'
VGDON DR.
EXIST. C.I.P.
125.00'
NEW 1 STORY 4 UNIT MAS. BLDG 2875 S.F. GA. LEVEL
57.5'
SLOPE
169.00'