



# Land Use Petition

Project Number: 2014.249

## Subject Property Information

Address/Location: 35 S. State Route 59

Parcel Number(s): 07-21-400-014

(attach separate sheet if necessary)

## Petition Request(s)

Requesting approval of a Final Plan Revision for property at 35 S. State Route 59.

## Attachments Required

(hard copies and CD of digital files are required)

- |                                  |   |  |
|----------------------------------|---|--|
| One Copy of:                     | Four Copies of:   | Four Copies of:                            |
| Development Tables (excel 1-0)   | Address Plat (2-17)   | Final Plan (2-4)                           |
| Project Contact Info Sheet (1-5) | Two Copies of:  | Fire Access Plan (2-6)                     |
| Qualifying Statement (2-1)       | Final Engineering Plans (2-16)                                | Landscape Plan (2-7)                       |
| Plat of Survey (2-1)             | Kane County Stormwater Management                             | Landscape CTE Requirement Worksheet (1-22) |
| Legal Description (2-1)          | Permit Application (App 6-5)                                  | Landscape Material Worksheet (1-23)        |
| Letter of Authorization* (2-2)   | Stormwater Report (2-10)                                      | Parking Requirement Worksheet (1-6)        |
|                                  | Soil Investigation Report for the Site                        | Building and Signage Elevations (2-11)     |
|                                  | Wetland Determination Report or Letter by Design Professional |  |

## Petition Fee

(Payable to "The City of Aurora")

Total Fee = \$1,250.00 (Planning and Zoning Fee \$750.00 + Engineering Filing Fee \$500.00 )

I hereby affirm that I have full legal capacity to authorize the filing of this Petition and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The Authorized Signatory invites City representatives to make all reasonable inspections and investigations of the subject property during the period of processing this Petition. The Subject Property Owner must sign this form unless the Contact Person has been authorized to do so per a letter that is attached hereto. If Signator is NOT the Subject Property Owner a Letter of Aurtherization with owner's Name and contact information is required.

Authorized Signature: Eric Grand Date 10-04-15

Print Name and Company: ERIC GRANRUD, HR GREEN, INC.

I, the undersigned, a Notary Public in and for the said County and State aforesaid do hereby certify that the authorized signer is personally known to me to be the same person whose name is subscribed to the foregoing instrument and that said person signed sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

Given under my hand and notary seal this 4th day of November 2015.

State of Illinois )  
County of McHenry ) SS

Diane M Weyde  
Notary Signature

NOTARY PUBLIC SEAL





### Project Contact Information Sheet

**Project Number:** 2014.249

**Owner** Laguna Auto Spa Inc., 35 S RT 59, Aurora, IL 60504  
First Name: Will Initial: Last Name: Walters Title: \_\_\_\_\_  
Email Address: wrwalters@comcast.net Phone No.: 630-802-1530 Mobile No.: \_\_\_\_\_

**Main Petitioner Contact (The individual that signed the Land Use Petition)**  
Relationship to Project: Land Developer / Builder

Company Name: AAA - Auto Club Group  
First Name: Dan Initial: Last Name: Autrey Title: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Address: 1 Auto Club Drive  
City: Dearborn State: MI Zip: 48126  
Email Address: dlautrey@aaamichigan.com Phone No.: 313-336-0854 Mobile No.: 313-477-9682

**Additional Contact #1**  
Relationship to Project: Engineer  
Company Name: HR Green, Inc.  
First Name: Eric Initial: Last Name: Granrud Title: \_\_\_\_\_  
Job Title: Project Manager  
Address: 420 N. Front St.  
City: McHenry State: IL Zip: 60050  
Email Address: egranrud@hrgreen.com Phone No.: 815-759-8379 Mobile No.: \_\_\_\_\_

**Additional Contact #4**  
Relationship to Project: Architect  
Company Name: AI Design Group  
First Name: Denny Initial: Last Name: Gappens Title: \_\_\_\_\_  
Job Title: Architect  
Address: 330 South Tryon Street, Suite 500  
City: Charlotte State: NC Zip: 28202  
Email Address: dgappens@aiginc.com Phone No.: 704-731-8054 Mobile No.: \_\_\_\_\_

**Additional Contact #5**  
Relationship to Project: Consultant  
Company Name: Integrated Sign Engineering & Design  
First Name: Gerald Initial: Last Name: Lee Title: \_\_\_\_\_  
Job Title: President  
Address: 7007 Webber Road  
City: Sarasota State: FL Zip: 34240  
Email Address: jleeised@aol.com Phone No.: 941-379-5911 Mobile No.: \_\_\_\_\_

**Additional Contact #6**  
Relationship to Project: Landscape Architect  
Company Name: HR Green, Inc.  
First Name: Shawn Initial: Last Name: Davis Title: \_\_\_\_\_  
Job Title: Staff Landscape Architect  
Address: 420 N. Front St.  
City: McHenry State: IL Zip: 60050  
Email Address: sdavis@hrgreen.com Phone No.: 815-759-8379 Mobile No.: \_\_\_\_\_

**Additional Contact #7**  
Relationship to Project: Select One From Dropdown  
Company Name: \_\_\_\_\_  
First Name: Initial: Last Name: Title: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: State: Zip: \_\_\_\_\_  
Email Address: Phone No.: Mobile No.: \_\_\_\_\_

## QUALIFYING STATEMENT

### Petition

The proposed Petition requests a Final Plan Revision to Region 1 of the Fox Valley East Planned Development District (PDD) business district, specifically Turtle Wax Lot 2 Subdivision.

### Project Description

AAA - Auto Club Group seeks to redevelop an existing car wash site located at 35 S. Route 59. The car wash currently operates under the business name Laguna Auto Spa Car Wash and Detailing Center and was formerly operated and developed as Turtle Wax in the early 1990's. The existing parcel is 1.327 acres in area, heretofore referred to as SITE, lies adjacent to both IL State Route 59 and Westbrook Drive and northwest of the intersection of those two streets. The existing car wash building will be renovated from an interior and exterior facade standpoint. The majority of the existing site will remain unchanged. The site parking lot (pavement) will generally remain unchanged in terms of existing access points and drive isles. Portions of the site's existing parking lot will be reconstructed and restriped as required to improve the site's parking and access. A new enclosed dumpster enclosure, sidewalks, parking lot medians with light poles and curbs, building signage and site monument signage, and landscaping will all be constructed as part of the redevelopment project. The existing site signage located along Route 59 at the intersection of Westbrook Drive will be removed and replaced with a new monument sign. Several existing trees within the SITE will be removed as they obscure or obstruct work to be done to redevelop the site and/or the existing structure to be renovated. Overall, the site landscaping will be vastly improved from its current condition and quantity including proposing to plant parkway trees along Westbrook Drive where currently there are none.

The proposed building changes are generally described as converting the existing four (4) car-detailing bays to full service automobile service bays. AAA will also demolish the car wash portion of the building and add six (6) new full service automobile bays for a total of ten (10) bays to be proposed on the site. For the six (6) new bays, two (2) bays will be added along north building wall and three (3) bays will be along building's south wall. The remaining interior portions of the building will be outfitted for service areas, storage, mechanical and equipment rooms, an employee break room, costumer waiting room and bathrooms and finally areas of office and retail sales related to AAA businesses including insurance and travel sales.

### 1a) Public Health

The project site will not have a negative impact on public health and welfare or cause major disturbance to its' surrounding neighbors. The existing site's utility infrastructure including public water and sanitary mains will remain in service. The site's private storm system and existing triple basin/oil water separator located south of the existing building will be maintained or modified to suit the needs of the proposed facility.

The proposed AAA car care center offers minor vehicle repair such as oil changes, tire sales, alignments and rotation, along with typical other light automotive service. The existing building contains a fire suppression sprinkler system which will be maintained or expanded pursuant to City and State code requirements. While oil and chemicals are stored within the building, they

are done so in compliance with local, state, and federal codes including but not limited to NFPA. Therefore, in my opinion, public health and welfare will not be adversely affected by the proposed AAA Car Care Center development located at 35 S. Route 59.

#### 1b) Adjacent Properties

The site currently operates as a full service car wash and is situated adjacent to and south of several other existing commercial/auto service orientated establishments. West of the site and adjacent to a common access drive lies two (2) single story mixed-use townhome style buildings from which operates businesses named Global Recruiting of Naperville and Golden Serenity Spa. West of these buildings lies the public street right-of-way of Argent Lane. North of the site is another common access drive and north of that is an existing free standing vacant building along with a parking lot and second commercial strip center style building containing several different businesses including Sterling Automotive Repair, Performance Werks Auto Clinic and a Muffler and Brake Man. North of this commercial strip building is the public street right-of-way of McCoy Drive. To the south of Westbrook Drive is located a Circle-K gas station situated adjacent to the three streets named Westbrook Drive, Route 59 and Route 34. To the east of the site lies Route 59 and across this highway are several commercial buildings including businesses named Jimmy B's Ale House, an Amish Furniture Gallery, Carrabba's Italian Grill, and the Olson Rug Company.

#### 1c) Adjacent Property Values

In my opinion, the proposed AAA Car Care Center will have a positive effect on neighboring property values due to the proposed redevelopment will attract new customers into an already developed area which contain several vacant spaces within their buildings. The diversification of customers visiting the AAA branch for automobile service, insurance or travel sales will be increasingly looking at shopping at nearby businesses while their car is being serviced.

#### 1d) Property Zoning and Adjacent Property Improvements

The existing property lies within Region 1 of the PDD - business district (Fox Valley East Planned Development District) of which a minor automobile repair facility is a permitted use. The existing building and site and surrounding properties all have been developed in concert for being a commercial destination for shopping and service related businesses.

The nearby surrounding streets comprised of Route 59, Westbrook Drive, Argent Lane, and McCoy Drive all exist as public streets with capacity to serve the AAA Car Care Center business traffic needs.

#### 1e) Required Utilities and Facilities

The proposed redevelopment utilizes the site's existing utility infrastructure including public water mains and sanitary sewer mains and utility services already serving the existing building and site. Similarly, the proposed parking lot reconfigurations will maintain the existing on-site storm drainage system with no direct impacts to structure inlet and/or catch basin locations or storm piping. Since the site percent impervious is being decreased with the proposed redevelopment site design, it is our understanding that stormwater detention is not required for the project.

### 1f) Traffic Impact

The existing shared driveway entrance into the site from Westbrook Drive will remain as it currently operates as a full access entrance. Similarly, a common access drive located along the site's northern property line will remain unchanged. To improve traffic flow and provide safe parking end isle protection, several new medians with curb and gutter are proposed to reduce the amount of open pavement across the site. This is identifiable at the northeast entrance into the site where a wide pavement area is being necked down to a two-way traffic isle.

The existing site provides twenty-eight (28) parking spaces, of which sixteen (16) are diagonally orientated parking spaces accessible by an on-site (internally located) westerly flowing one-way drive isle. This drive isle and these sixteen spaces will be reconfigured to perpendicular (90°) parking stalls with an adjacent twenty-four foot (24') two-way drive isle. In addition to this parking and site access drive reconfiguration, the final plan provides additional parking along the east side of the building and maintains the existing curb setback distance from the Route 59 right-of-way line. In total, the site is required to provide 52 parking spaces. The proposed Final Plan provides 53 total parking spaces comprised of 50 regular spaces and 3 handicap spaces. No private or public roadway improvements are required for the redevelopment project.

### 1g) Zoning District Regulations

The existing property lies within Region 1 of the PDD - business district (Fox Valley East Planned Development District) of which a minor automobile repair facility is a permitted use.

### 1h) List of Site Variances Sought from Code of Ordinances

None. The site complies with parking and land use requirements within the approved PDD.

Development Data Table: Qualifying Statement					
Description	Value	Unit	Description	Value	Unit
DST Project Number	2014.249		n) Number of parking spaces provided (individually accessible)	53	spaces
Petitioner	AAA Auto Club Group		i. surface parking lot	53	spaces
Subdivision Name	Turtle Wax Lot 2		perpendicular	50	spaces
Subdivision Unit/Phase	Turtle Wax Resubdivision		parallel	0	spaces
Subdivision Lot Number	2		angled	0	spaces
a) Tax/Parcel Identification Number(s) (PINs):	07-21-400-014		handicapped	3	spaces
b) Proposed land use(s):	Light Repair of Automobiles		ii. enclosed	0	spaces
			iii. bike	3	racks
			o) Number of buildings	1	
c) Total Property Size	1.33	Acres	i. Number of stories	1	stories
	57800.00	Square Feet	ii. Total Building Height	22	feet
c) Total Property being Annexed	0.00	Acres	iii. Building Square Footage (average)	9422	square feet
	0.00	Square Feet	iv. Gross Floor Area of commercial use	9422	GFA
d) Total Lot Coverage (buildings and pavement)	0.78	Square Feet	v. Building Foundation perimeter (Typical)	448	Linear Footage
e) open space / landscaping	12942.00	Square Feet	p) Total Number of Residential Dwelling Units	0	units
	0.22	Percent	i. Gross Density	0	du/acre
f) Proposed New Right-of-way	0.00	Acres	ii. Net Density	0	Net Density
	0.00	Square Feet	q) School District	0	
	0.00	Linear Feet of Centerline	r) Park District	0	
g) Proposed New Easements	0.00	Acres	s) Land to be dedicated to the School District	0.00	Acres
	0.00	Square Feet	t) Land to be dedicated to the Park District	0.00	Acres
h) Total Street Frontage (existing and proposed)	496.44	Linear Footage	u) Construction Value	\$ 500,000.00	Dollars
i) Building Foundation perimeter (Typical)	448.47	Linear Footage	v) New Jobs Created	\$ 10.00	FTE
j) Total Perimeter Yard	988.84	Linear Footage	w) Site Disturbance	\$ 5,000.00	Acres
k) Buffer Yard	0.00	Linear Footage	x) Tributary Area	\$ -	Acres
l) Neighborhood Border	0.00	Linear Footage	y) Impervious Area	\$ 1.03	Acres
m) Total High-water Line for all Stormwater Detention/Retention Facilities	0.00	Linear Footage of Wet Bottom	z) Grass Area	\$ 0.30	Acres
	0.00	Linear Footage of Dry Bottom	ab) Blue/Green Detention	\$ -	Acres
			ac) Wet Retention Area	\$ -	Acres
Note: If Not Applicable Please leave the zero					
Automatic Equations					





**CAR WASH AND DETAIL CENTER**  
**35 South Route 59 Aurora, IL 60504**

September 22, 2015

From: Will Walters  
Laguna Auto Spa  
35 S. Route 59  
Aurora, IL 60504

Phone: 630-802-1530

Email: [wrwalters@comcast.net](mailto:wrwalters@comcast.net)

To: City of Aurora, Planning and Zoning Division  
44 E. Downer Place, Aurora IL 60507  
630-256-3080  
[coaplanning@aurora-il-org](mailto:coaplanning@aurora-il-org)

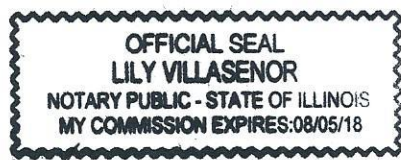
Re: Authorization Letter for: Property address

To whom it may concern:

As the record owner of the above stated property I hereby affirm that I have full legal capacity to authorize HR Green, and its representatives, to act as the owner's agent through the change in Land Use Petition process with the City of Aurora for said property.

Signature:  Date 9/22/15

Subscribed And Sworn To Before Me This 22<sup>nd</sup> Day  
Of September 20 15  
Notary





FOX VALLEY AAA – CAR CARE PLUS CENTER

35 S. Route 59, Aurora, IL 60504

LEGAL DESCRIPTION

PARCEL 1: LOT 2 IN TURTLE WAX RESUBDIVISION, BEING A SUBDIVISION IN FOX VALLEY EAST REGION 1 UNIT NO. 20, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21 AND PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 1989 AS DOCUMENT R89-093679, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT GRANT RECORDED AUGUST 3, 1989 AS DOCUMENT R89-93714 FOR INGRESS AND EGRESS OVER THAT PART OF LOT 1 IN FOX VALLEY EAST REGION I UNIT NO. 20, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21 AND PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 1989 AS DOCUMENT R89-093679, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 15 FEET FOR A POINT OF BEGINNING, THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT A DISTANCE OF 15.0 FEET; THENCE EASTERLY TO A POINT ON THE EAST LINE OF SAID LOT THAT IS 13.0 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG SAID EAST LINE 13.0 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 424.24 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENT RECORDED AUGUST 3, 1989 AS DOCUMENT R89-93712 FOR INGRESS AND EGRESS OVER THE ACCESS ROAD AS MORE PARTICULARLY DESCRIBED IN EXHIBIT D ATTACHED THERETO AND DEPICTED ON EXHIBIT B ATTACHED THERETO.

PARCEL 4: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY A DECLARATION OF EASEMENTS AND COVENANTS RECORDED JUNE 15, 2004 AS DOCUMENT R2004-159767 FOR INGRESS AND EGRESS OVER THE EASTERLY 10 FEET OF LOT 1 IN TURTLE WAX RESUBDIVISION,

AFORESAID, AS FURTHER DEPICTED ON A PLAT RECORDED JUNE 1, 2004 AS DOCUMENT R2004-145592, IN DU PAGE COUNTY, ILLINOIS.

## SURVEY NOTES

1. SUBJECT PROPERTY IS OWNED BY WECKS, LLC, PER WARRANTY DEED, RECORDED 2/04/2011 AS DOCUMENT R2011-018442.
2. PARCELS 2, 3, & 4, AS DESCRIBED IN ABOVE REFERENCED DOCUMENT ARE EASEMENTS WHICH BENEFIT THE SUBJECT PROPERTY.
3. PARCELS 2 & 4 ARE SHOWN AND NOTED HEREON.
4. PARCEL 3, LIES ON THE WEST SIDE IF THE WESTERLY AND NORTHERLY ADJOINING PARCELS, BUT IS NOT SHOWN HEREON.
5. UTILITIES SHOWN HEREON ARE BASED ON OBSERVED ABOVE GROUND EVIDENCE AND AT MANHOLES. RECENT J.U.L.I.E. MARKINGS WERE NOT PRESENT AT THE TIME OF THE SURVEY. ADDITIONAL UTILITY LINES MAY BE PRESENT. A J.U.L.I.E. ONE-CALL (811) SHOULD BE MADE PRIOR TO ANY EXCAVATION.
6. SUBJECT PROPERTY CONTAINS 57854± SQ.FT. OR 1.328± ACRES

## SITE BENCHMARKS

SOURCE BENCHMARK: NGS MONUMENT DK3247

BRASS DISK IN TOP OF CONCRETE POST, LOCATED NORTH OF THE FIRE DEPARTMENT ON AURORA AVE. AND BIRCHWOOD DR. ON THE SOUTH SIDE OF AURORA AVE., 44.2 FEET EAST OF A UTILITY POLE, 37.5 FEET NORTH OF THE NORTH EDGE OF SIDEWALK AND 23.2 FEET WEST OF A LIGHT POLE.  
ELEVATION: 686.25 FEET (NAVD88)

SITE BENCHMARK 1: CROSS CUT ON THE SOUTHERLY SIDE OF THE LIGHT POLE BASE, LOCATED APPROXIMATELY 35 FEET SOUTH AND 7.5 FEET EAST OF THE NORTHEAST CORNER OF THE SUBJECT PROPERTY. ELEVATION: 708.12 FEET (NAVD99)

SITE BENCHMARK 2: CROSS CUT ON THE EASTERLY SIDE OF THE LIGHT POLE BASE, LOCATED APPROXIMATELY 52 FEET EAST AND 18 FEET SOUTH OF THE NORTHWEST CORNER OF THE SUBJECT PROPERTY. ELEVATION: 706.35 FEET (NAVD88)





**J.P. "RICK" CARNEY**  
DUPAGE COUNTY RECORDER  
JUN. 15, 2004 9:53 AM  
OTHER 07-21-400-011  
010 PAGES R2004-159767

**DECLARATION OF  
EASEMENTS AND  
COVENANTS**

RECEIVED  
NOV - 4 2015

CITY OF AURORA  
PLANNING DIVISION

This document prepared by and when recorded mail to:

Jonathan L. Mills  
Sugar, Friedberg & Felsenthal LLP  
30 North LaSalle Street  
Suite 3000  
Chicago, Illinois 60602

Address: 35 South Route 59, Aurora, Illinois

Permanent index number: 07-21-400-011 (underlying)

**THIS DECLARATION OF EASEMENTS AND COVENANTS** ("this Declaration") is dated **JUNE 3, 2004** and is made by **TURTLE WAX, INC.**, an Illinois corporation, 5655 West 73<sup>rd</sup> Street, Chicago, Illinois 60638 and **TURTLE WAX AUTO APPEARANCE CENTERS II, L.L.C.**, a Delaware limited liability company, 5701 West 73<sup>rd</sup> Street, Chicago, Illinois 60638 (together, "Declarants").

CHARGE CTIC DUPAGE

Ball

I. Salinas

2005059 M

Turtle Wax, Inc. is the owner of the property commonly known as 35 South Route 59, Aurora, Illinois legally described as follows:

Lot 1 in Turtle Wax Resubdivision, according to the Plat thereof recorded June 1, 2004 as document number R2004-145592, being a resubdivision of Part of Lot 2 in Fox Valley East Region 1 Unit No. 20, being a Subdivision of Part of the Southeast ¼ of Section 21 and Part of the Northeast ¼ of Section 28, Township 38 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded August 2, 1989 as document number R89-093679, in Du Page County, Illinois

Turtle Wax Auto Appearance Centers II, L.L.C. is the owner of the property commonly known as 35 South Route 59, Aurora, Illinois legally described as follows:

Lot 2 in Turtle Wax Resubdivision, according to the Plat thereof recorded June 1, 2004 as document number R2004-145592, being a resubdivision of Part of Lot 2 in Fox Valley East Region 1 Unit No. 20, being a Subdivision of Part of the Southeast ¼ of Section 21 and Part of the Northeast ¼ of Section 28, Township 38 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded August 2, 1989 as document number R89-093679, in Du Page County, Illinois.

Declarants make this Declaration for the purpose of establishing certain reciprocal easements affecting Lot 1 and Lot 2 which easements shall be binding on Declarants and any successor owner of Lot 1 or Lot 2, and for the purpose of establishing other rights, duties, and remedies of the Lot Owners (as hereinafter defined).

1. Definitions.

- A. "Lot 1 Owner" means the owner of Lot 1.
- B. "Lot 2 Owner" means the owner of Lot 2.
- C. "Lot Owner" means the Lot 1 Owner or the Lot 2 Owner, as applicable, and "Lot Owners" means both the Lot 1 Owner and the Lot 2 Owner.
- D. "Lot" means Lot 1 or Lot 2, as applicable, and "Lots" means both Lot 1 and Lot 2.
- E. "Lot 1 Parties" means the Lot 1 Owner and his, her, or its guests, invitees, tenants, contractors, employees, and agents.
- F. "Lot 2 Parties" means the Lot 2 Owner and his, her, or its guests, invitees, tenants, contractors, employees, and agents.
- G. "Lot 1 Easement Property" means that portion of Lot 1 depicted on the Plat recorded June 1, 2004 as document number R2004-145592 as "New Access Easement."

H. "Lot 2 Easement Property" means that portion of Lot 2 depicted on the Plat recorded June 1, 2004 as document number R2004-145592 as "New Access Easement."

I. "Reimbursement Rate" means an annual interest rate equal to 4% above the prime interest rate published from time to time in The Wall Street Journal or, in the event of the discontinuation of such publication, any other interest rate reasonably selected by the Lot Owner entitled to be paid interest pursuant to the provisions of this Declaration as representative of the prime interest rates charged by national banking institutions.

J. "1989 Deed" means the Trustee's Deed dated July 28, 1989 and recorded by the Du Page County Recorder on August 3, 1989 as document no. R89-093709.

K. "1989 Declaration" means the Declaration of Easement dated July 28, 1989 and recorded by the Du Page County Recorder on August 3, 1989 as document no. R89-093712.

L. "1989 Grant" means the Easement Grant dated July 28, 1989 and recorded by the Du Page County Recorder on August 3, 1989 as document no. R89-093714.

M. "1989 Subordination Agreement" means the Subordination Agreement dated August 4, 1989 and recorded by the Du Page County Recorder on November 17, 1989 as document no. R89-145195.

N. "Lot Owner Portion" means 31% for the Lot 1 Owner and 69% for the Lot 2 Owner.

2. Easement Benefitting Lot 1. The Lot 1 Parties shall have and are hereby granted a perpetual non-exclusive easement over and upon the Lot 2 Easement Property for the sole purpose of providing to the Lot 1 Parties ingress and egress to and from Lot 1 and Westbrook Drive and Argent Lane. Declarants specifically reserve the right for the Lot 2 Parties to use the Lot 2 Easement Property for their own purposes, but not, however, in any way which will obstruct or prevent the Lot 1 Parties from using the Lot 2 Easement Property for the purposes provided herein. If and to the extent that curbs on Lot 2 in existence on the date hereof encroach onto the Lot 2 Easement Property, neither such curbs, nor the replacement thereof in the same location within the Lot 2 Easement Property as on the date hereof, shall be deemed to be obstructions preventing the Lot 1 Parties from using the Lot 2 Easement Property for the purposes provided herein.

3. Easement Benefitting Lot 2. The Lot 2 Parties shall have and are hereby granted a perpetual non-exclusive easement over and upon the Lot 1 Easement Property for the sole purpose of providing to the Lot 2 Parties ingress and egress to and from Lot 2 and Westbrook Drive and Argent Lane. Declarants specifically reserve the right for the Lot 1 Parties to use the Lot 1 Easement Property for their own purposes, but not, however, in any way which will obstruct or prevent the Lot 2 Parties from using the Lot 1 Easement Property for the purposes provided herein. If and to the extent that curbs on Lot 1 in existence on the date hereof encroach onto the Lot 1 Easement Property, neither such

curbs, nor the replacement thereof in the same location within the Lot 1 Easement Property as on the date hereof, shall be deemed to be obstructions preventing the Lot 2 Parties from using the Lot 1 Easement Property for the purposes provided herein.

4. Obligation to Repair and Maintain Easement Property.

A. The Lot 1 Owner shall be solely obligated to repair and maintain the Lot 1 Easement Property including, but not limited to, maintaining and repairing the paving and surface thereof so that the same is adequate for vehicular traffic. If the Lot 1 Owner defaults in its obligation to repair and maintain the Lot 1 Easement Property and does not cure such default within 30 days after written demand from the Lot 2 Owner to do so, then the Lot 2 Owner shall have the right, but not the obligation, to enter upon Lot 1 for the purpose of effectuating such repair or maintenance, and the Lot 1 Owner shall forthwith reimburse the Lot 2 Owner for all costs and expenses so incurred, together with interest thereon at the Reimbursement Rate. The amounts so advanced by the Lot 2 Owner shall be a lien on Lot 1, and the Lot 2 Owner shall have all legal and equitable rights and remedies to enforce such lien.

B. The Lot 2 Owner shall be solely obligated to repair and maintain the Lot 2 Easement Property including, but not limited to, maintaining and repairing the paving and surface thereof so that the same is adequate for vehicular traffic. If the Lot 2 Owner defaults in its obligation to repair and maintain the Lot 2 Easement Property and does not cure such default within 30 days after written demand from the Lot 1 Owner to do so, then the Lot 1 Owner shall have the right, but not the obligation, to enter upon Lot 2 for the purpose of effectuating such repair or maintenance, and the Lot 2 Owner shall forthwith reimburse the Lot 1 Owner for all costs and expenses so incurred, together with interest thereon at the Reimbursement Rate. The amounts so advanced by the Lot 1 Owner shall be a lien on Lot 2, and the Lot 1 Owner shall have all legal and equitable rights and remedies to enforce such lien.

5. Parking.

A. The parking spaces on Lot 1 are for the sole and exclusive use and benefit of the Lot 1 Parties. The Lot 2 Owner shall direct all Lot 2 Parties to, and shall use good faith efforts to ensure that Lot 2 Parties, park only in the parking spaces on Lot 2. The Lot 1 Owner may take any actions deemed necessary or desirable to prevent Lot 2 Parties from parking in parking spaces on Lot 1 including, but not limited to, posting signs stating that the parking spaces on Lot 1 are for the sole and exclusive use and benefit of Lot 1 Parties and towing unauthorized vehicles from Lot 1.

B. The parking spaces on Lot 2 are for the sole and exclusive use and benefit of the Lot 2 Parties. The Lot 1 Owner shall direct all Lot 1 Parties to, and shall use good faith efforts to ensure that Lot 1 Parties, park only in the parking spaces on Lot 1. The Lot 2 Owner may take any actions deemed necessary or desirable to prevent Lot 1 Parties from parking in parking spaces on Lot 2 including, but not limited to, posting signs stating that

the parking spaces on Lot 2 are for the sole and exclusive use and benefit of Lot 2 Parties and towing unauthorized vehicles from Lot 2.

6. Obligations Under 1989 Deed.

A. The 1989 Deed conveyed the north approximately 45 feet of Lots 1 and 2 (together with other land), required the grantee (including its successors and assigns) to maintain the conveyed premises in accordance with standards therein specified, and permitted the "Grantor's Designated Representative" as therein described the right to perform such maintenance if the grantee failed to do so.

B. The Lot 1 Owner covenants and agrees to maintain Lot 1, and the Lot 2 Owner covenant and agrees to maintain Lot 2, in accordance with the standards specified in the 1989 Deed. If one Lot Owner ("the Defaulting Owner") fails to do so, and if as a result of such failure the Grantor's Designated Representative performs such maintenance on behalf of the Defaulting Lot Owner and seeks and collects reimbursement for any portion or all of the cost thereof from the other Lot Owner ("the Paying Owner"), then the Paying Owner shall be entitled to recover from the Defaulting Owner the amount so paid by the Paying Owner together with interest thereon at the Reimbursement Rate and the amounts so paid by the Paying Owner shall be a lien on the Lot owned by the Defaulting Owner, and the Paying Owner shall have all legal and equitable rights and remedies to enforce such lien.

7. Obligations Under 1989 Declaration.

A. Lots 1 and 2 together comprise Parcel 5 as defined in the 1989 Declaration. The rights, benefits, and privileges inuring to the benefit of the owner of Parcel 5 pursuant to the 1989 Declaration shall inure to the benefit of the Lot 1 Owner and the Lot 2 Owner, and the duties and restrictions imposed on the owner of Parcel 5 pursuant to the 1989 Declaration shall be binding on the Lot 1 Owner and the Lot 2 Owner, to the same extent as if the Lot 1 Owner and the Lot 2 Owner had been the original parties to the 1989 Declaration.

B. The Lot Owners shall be responsible for their respective Lot Owner Portions of the payment obligations of the owner of Parcel 5 pursuant to the 1989 Declaration; provided, however, that if (as provided in the 1989 Declaration) the owner of Parcel 5 is responsible for 100% of the cost of repairing damage, and if one Lot Owner caused the construction work to be done which resulted in such damage, and if the Lot Owner which caused such construction work to be done caused such construction work to be done solely for the benefit of such Lot Owner, then the Lot Owner Portion of the Lot Owner which caused such construction work to be done shall be 100%.

C. Upon demand by the owner of any of Parcels 1, 2, 3, or 4 (as defined in the 1989 Declaration) for reimbursement, the Lot Owners shall each pay their respective Lot Owner Portion of the total responsibility of the owner of Parcel 5 under the 1989 Declaration. If a Lot Owner fails to make the required payment within the time required by

the 1989 Declaration ("Non-Paying Owner"), then the other Lot Owner ("Paying Owner") may make the payment required of the Non-Paying Owner and shall be entitled to recover from the Non-Paying Owner the amount so paid on behalf of the Non-Paying Owner together with interest thereon at the Reimbursement Rate. The amounts so advanced by the Paying Owner shall be a lien on the lot owned by the Non-Paying Owner, and the Paying Owner shall have all legal and equitable rights and remedies to enforce such lien.

D. If the owner of Parcel 1, 2, 3, or 4 (as defined in the 1989 Declaration) fails to perform any maintenance or repair as required by the 1989 Declaration, then either or both of the Lot Owners may exercise the rights and remedies of the owner of Parcel 1, 2, 3, or 4 (as applicable) to perform such maintenance and repair, and shall each be responsible for their respective Lot Owner Portion of the cost of such work, and upon reimbursement by the owner of Parcel 1, 2, 3, or 4 (as applicable) shall each be entitled to their respective Lot Owner Portion of the reimbursement. If a Lot Owner ("Non-Paying Owner") fails to pay the Lot Owner Portion of the cost of such work within 10 days after written demand by the other Lot Owner ("Paying Owner"), then the Paying Owner may make the payment required of the Non-Paying Owner and shall be entitled to recover from the Non-Paying Owner the amount so paid on behalf of the Non-Paying Owner together with interest thereon at the Reimbursement Rate. The amounts so advanced by the Paying Owner shall be a lien on the lot owned by the Non-Paying Owner, and the Paying Owner shall have all legal and equitable rights and remedies to enforce such lien.

8. Obligations Under 1989 Grant and 1989 Subordination Agreement.

A. Lots 1 and 2 together comprise Parcel 2 as defined in the 1989 Grant and the 1989 Subordination Agreement. The rights, benefits, and privileges inuring to the benefit of the owner of Parcel 2 pursuant to the 1989 Grant and the 1989 Subordination Agreement shall inure to the benefit of the Lot 1 Owner and the Lot 2 Owner, and the duties and restrictions imposed on the owner of Parcel 2 pursuant to the 1989 Grant and the 1989 Subordination Agreement shall be binding on the Lot 1 Owner and the Lot 2 Owner, to the same extent as if the Lot 1 Owner and the Lot 2 Owner had been the original parties to the 1989 Grant and the 1989 Subordination Agreement.

B. The Lot Owners shall be responsible for their respective Lot Owner Portions of the payment obligations of the owner of Parcel 2 pursuant to the 1989 Grant; provided, however, that if (as provided in Paragraph 3 of the 1989 Grant) the owner of Parcel 2 is responsible for 100% of the cost of repairing damage, and if one Lot Owner caused the construction work to be done which resulted in such damage, and if the Lot Owner which caused such construction work to be done caused such construction work to be done solely for the benefit of such Lot Owner, then the Lot Owner Portion of the Lot Owner which caused such construction work to be done shall be 100%.

C. Upon demand by the owner of Parcel 1 (as defined in the 1989 Grant) for reimbursement, the Lot Owners shall each pay their respective Lot Owner Portion of the total responsibility of the owner of Parcel 2 under the 1989 Grant. If a Lot Owner fails to make the required payment within the time required by the 1989 Grant ("Non-Paying



Owner"), then the other Lot Owner ("Paying Owner") may make the payment required of the Non-Paying Owner and shall be entitled to recover from the Non-Paying Owner the amount so paid on behalf of the Non-Paying Owner together with interest thereon at the Reimbursement Rate. The amounts so advanced by the Paying Owner shall be a lien on the Lot owned by the Non-Paying Owner, and the Paying Owner shall have all legal and equitable rights and remedies to enforce such lien.

D. If the owner of Parcel 1 (as defined in the 1989 Grant) fails to perform any maintenance or repair as required by the 1989 Grant, then either or both of the Lot Owners may exercise the rights and remedies of the owner of Parcel 2 to perform such maintenance and repair, and shall each be responsible for their respective Lot Owner Portion of the cost of such work, and upon reimbursement by the owner of Parcel 1 shall each be entitled to their respective Lot Owner Portion of the reimbursement. If a Lot Owner ("Non-Paying Owner") fails to pay the Lot Owner Portion of the cost of such work within 10 days after written demand by the other Lot Owner ("Paying Owner"), then the Paying Owner may make the payment required of the Non-Paying Owner and shall be entitled to recover from the Non-Paying Owner the amount so paid on behalf of the Non-Paying Owner together with interest thereon at the Reimbursement Rate. The amounts so advanced by the Paying Owner shall be a lien on the lot owned by the Non-Paying Owner, and the Paying Owner shall have all legal and equitable rights and remedies to enforce such lien.

9. Estoppel Certificates. Each Lot Owner agrees that from time to time upon written request of the other Lot Owner it will deliver to the requesting Lot Owner, within 10 days after such written request, a statement in writing certifying that the requesting Lot Owner is not in default under any provision of this Declaration or, if in default, the nature thereof in detail, and such further matters as may be reasonably requested by the requesting Lot Owner, it being intended that any such statement may be relied upon by such parties to whom or which the requesting Lot Owner delivers such statement including, but not limited to, mortgagees or prospective mortgagees or prospective purchasers or transferees of all or a part of the requesting Lot Owner's interest in the requesting Lot Owner's Lot. If the requested Lot Owner fails to deliver such statement within such 10 day period then the requesting Lot Owner may provide (and is hereby appointed the requested Lot Owner's attorney-in-fact to execute) such statement in the name of the requested Lot Owner.

10. Transfer. In the event of any transfer by a Lot Owner of such Lot Owner's Lot, (i) the transferee shall, effective on the date of such transfer, assume all duties and responsibilities and succeed to all rights and privileges of the transferring Lot Owner under this Agreement, and (ii) the transferring Lot Owner shall be released from all duties and liabilities and relinquish all rights and privileges under this Declaration on and after the date of such transfer.

11. Recovery of Fees and Costs. A Lot Owner may enforce the provisions of this Declaration by appropriate action and the party which prevails in such action shall be entitled to recover its collection costs, reasonable legal fees and costs of suit.

12. Covenants and Obligations Run with the Land. The covenants, obligations, agreements, and undertakings herein and all other provisions of this Declaration, including the benefits and burdens thereof, run with the land and are binding upon and inure to the benefit of the representatives, successors, assigns, heirs, tenants, and licensees of the parties hereto.

13. Interpretation; Partial Invalidity; Binding on Successors and Assigns. This Declaration shall be interpreted and enforced in accordance with the laws of the State of Illinois. Use of paragraph headings and of singular or plural, masculine, feminine, or neuter nouns and pronouns is for convenience only and shall be liberally construed. The invalidity or unenforceability of any provision hereof shall not affect, modify, or impair the validity and enforceability of all other provisions hereof. This Declaration shall be binding on and shall inure to the benefit of the parties hereto and their representatives, heirs, legatees, successors, and assigns.

**IN WITNESS WHEREOF**, Declarants have executed this Declaration on or as of the date first above written.

Turtle Wax, Inc., an Illinois corporation

By: 

Philip J. Zadeik, Vice President – Operations  
and General Counsel

Turtle Wax Auto Appearance Centers II, L.L.C.,  
a Delaware limited liability company

By: 

Philip J. Zadeik, Secretary

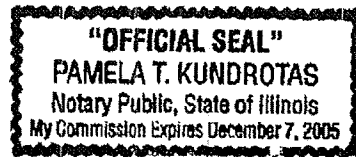
STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) ss

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Philip J. Zadeik, Vice President – Operations and General Counsel of Turtle Wax, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, in his capacity as Vice President – Operations and General Counsel, he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 7th day of June, 2004.

Pamela T Kundrotas  
Notary Public  
My commission expires: Dec. 7, 2005



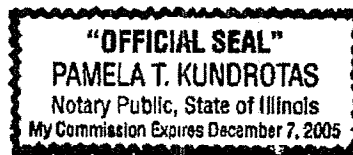
STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) ss

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Philip J. Zadeik, Secretary of Turtle Wax Auto Appearance Centers II, L.L.C., a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, in his capacity as Secretary, he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 7th day of June, 2004.

Pamela T Kundrotas  
Notary Public  
My commission expires: Dec. 7, 2005



**CONSENT OF MORTGAGEE**

LaSalle Bank, National Association, as mortgagee of the Lots pursuant to a Mortgage dated April 30, 2004 and recorded by the Du Page County Recorder on May 14, 2004 as document no. R2004-135734 consents to the foregoing Declaration.

LaSalle Bank, National Association

By: *Aaron Markos*  
Aaron Markos, Assistant Vice President,  
Commercial Banking

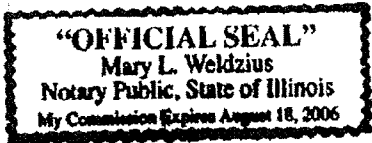
STATE OF ILLINOIS     )  
                                  )  
COUNTY OF Cook     )     SS

ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Aaron Markos, Assistant Vice President, Commercial Banking of LaSalle Bank, National Association, a \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, in his capacity as Assistant Vice President, Commercial Banking, he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 7<sup>th</sup> day of June, 2004.

*Mary L. Weldzius*  
Notary Public  
My commission expires: 8/18/06





# City of Aurora

Planning and Zoning Division 1 S. Broadway, 2nd Floor, Aurora, IL  
phone (630) 256-3080 fax (630) 256-3081 email COAPlanning@aurora-il.org

## Filing Fee Worksheet

Project Number: 2014.249

Petitioner: AAA Auto Club Group

Number of Acres: 1.33

Number of Signs: 1

Linear Feet of New Roadway: 0.00

New Acres Subdivided (if applicable): 1.33

Area of site disturbance: 5000

### Filling Fees Due at Land Use Petition:

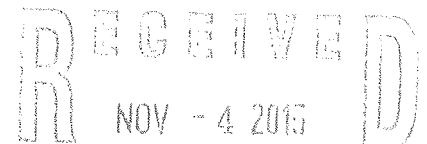
Request(s):	Final Plan Revision	\$ 750.00
	Final Engineering	500.00
	Sub Total:	\$1,250.00

### Fees Due at Final Engineering Approval:

Request(s):		
	Sub Total:	\$0.00

**Total:** **\$1,250.00**

This Calculator is for informational purposes only and all numbers are subject to verification by the Review Planner.

  
 NOV - 4 2015  
 CITY OF AURORA  
 PLANNING DIVISION