

# **VILLAGE OF HAMPSHIRE ZONING BOARD OF APPEALS**

**Meeting  
Tuesday, August 11, 2020  
7:00 p.m.  
Hampshire Village Hall  
234 South State Street**

## **AGENDA**

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Minutes – May 12, 2020
- E. New Business:
  - 1. Public Hearing for and consideration of a Petition for Variance filed under §6-14-3(F) of the Village Code by C. Klein as owner of the property at 219 Panama Avenue to vary the requirements of §8-7-2(C)(6) for front yard setback in the R-2 Single Family Residential Zoning District, to allow for construction of a front porch on the premises.
  - 2. Consideration of Petition for General Variation of Community Graphics Regulations under §6-12-4 of the Village Code, filed by Truck Country, for the property at 205 Metrix Drive relating to the size and/or height of certain wall signs, freestanding pole sign, freestanding highway sign, and directional sign on the premises.
  - 3. Consideration of authorizing the Chair to execute and deliver to Board of Trustees appropriate Findings of Fact and Recommendation regarding Item #1 and Item #2 under New Business.
- F. Old Business:
- G. Public Comment
- H. Announcements: Next meeting date – TBA
- I. Adjournment

The Village of Hampshire is subject to the requirements of the Americans with Disabilities Act of 1990. Any individual with a disability who plans to attend this meeting/public hearing and who may require a certain accommodation in order to allow him/her to observe and/or participate in this meeting is requested to contact the Village Clerk prior to the meeting to discuss such accommodation.

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Attendance: Accommodations with adequate distancing will be made for this meeting; and members of the public in attendance will be expected to wear face coverings. Video-conferencing and/or telephone conferencing may be available for the public to participate in /witness the meeting.

Anyone who desires to attend by Video-Conference must notify the Village Clerk of such request by e-mail to [Lvasquez @ hampshireil.org](mailto:Lvasquez@hampshireil.org) no later than 24 hours prior to the meeting, so that a link to participate may be sent via e-mail address the day of the meeting, together with a PDF version of exhibits and other documents to be considered at the meeting. Anyone who desires to attend by Tele-Conference must notify the Village Clerk of such request by e-mail as above or at at 847-683-2181 Ext. 0, no later than 4:30 p.m. the day prior to the meeting, and a telephone number and passcode will be provided.

Anyone who desires to review the application, and/or the exhibits or other documents delivered to the ZBA, may do so on the Village's website; or, in person, by calling the Village Clerk and making appropriate arrangements no later than the day of the meeting.

Public Comment: Comments to the Zoning Board of Appeals, or questions to the applicant, may be submitted prior to the meeting or public hearing by 4:30 the day prior to the meeting date in writing addressed to the Village Clerk, and placed in the drop box at Village Hall or via e-mail to [Lvasquez@hampshireil.org](mailto:Lvasquez@hampshireil.org). Any written comments so received shall be noted in the minutes of the meeting and/or public hearing, as the case may be.

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**VILLAGE OF HAMPSHIRE  
ZONING BOARD OF APPEALS**

**MINUTES  
May 12, 2020**

A meeting of the Hampshire Zoning Board of Appeals was called to order at 7:00 p.m. by Chairman Christensen. The Pledge of Allegiance was said by all! Members present: Chairman Carl Christensen, William Albert, Richard Frillman, Hank Hoffmann and Sec. Joseph Schaul in person. Also present were Village Manager Jay Hedges (who managed the Zoom video-conferencing and telephone conferencing programs) and Village Attorney M. Schuster (by video conference).

On motion made by H. Hoffmann, seconded by R. Frillman, to approve the minutes of the meeting of the Zoning Board of Appeals held on December 10, 2019, the vote to approve was unanimous. Motion passed.

**New Business:**

**I.** The first order of business was to consider the Application for Approval of a General Variance of the Community Graphics Regulations filed by Modern Signs, Inc. for Thornton's Inc. for general variations of the Village Community Graphics Regulations, pursuant to §6-12-14(B) of the Village Code, for proposed signage at the Thornton's Development located at 19N479 US Highway 20 in the Village.

Mr. Ernie DiFiori of Modern Signs, Inc. appeared via telephone conferencing to present the Petition to the Board. Mr. DiFiori explained the signage package designed for use at the new Thornton's Gas Station and Truck Stop at 19N479 US Highway 20 in the Village, including variances from strict adherence to the requirements of the Village Community Graphics Regulations and Interchange Overlay Regulations, consistent with other signage throughout the truck stop area adjacent to the I-90 interchange. The signage will include up to ten (10) wall-type signs for the canopies over the fueling areas, and three (3) pole signs, including one at 100' in height.

The Board members asked whether the signage proposal for Thornton's was consistent with that allowed for Loves; and whether so many canopy signs were necessary, or ought to be allowed.

After further deliberation, on motion made by H. Hoffmann, and seconded by R. Frillman to recommend approval of the Petition for approval of the signage plan for the Thornton's business at 19N479 US Highway 20, including the variances detailed in the Petition, **a roll vote was 5 aye and 0 nay. Motion passed.**

**II.** The second order of business was to convene a public hearing concerning Application for Zoning Amendment filed by J. Maki as owner, to amend the zoning classification of the property at 220 Keyes Avenue from B-2 Community Business Zoning District to M-2 General Industrial Zoning District for a multi-faceted contractor's yard, to wit: a landscape business and storage yard on the premises; together with a Petition for Variance of the requirements of the M-2 General Industrial Zoning District under §6-14-3(F) of the Village Code, filed by J. Maki as owner of the property at 220 Keyes Avenue, to vary the requirements of §6-9-3(A) to allow for landscape screening of an outdoor storage yard in lieu of a fence not less than 6' nor more than 8' in height on the premises.

The public hearing for these two Petitions was opened at 7:15 p.m.

The Village Attorney recited that notice of the public hearing for this petition had been published in the Daily Herald newspaper on April 23, 2020, and that a Certificate of Publication was on file with the Village Clerk. He then swore in the the petitioners.

Ms. Jeannie Maki (owner), Mr. Brian Awad (prospective tenant) and Ms. Christine Klein (realtor) appeared for the Petitioner, and presented the Applications. The owner intends to lease and/or sell the property to Mr. Awad for his landscape business. The use will include a business office, outdoor storage of his various equipment and materials, and substitution of landscape screen in lieu of fencing for the storage yard. The building is the former Lil Wonders daycare facility. Surrounding zoning is a mixture of manufacturing and commercial uses. Mr. Awad desires to substitute landscape materials for screening the outdoor storage area, in lieu of the fencing otherwise required. The business would accumulate a “debris pile” in the storage area, during operations each week, to be removed weekly. He hopes to acquire the separate lot between this property and the creek on the north side. For now the screening would be on the north end of the existing lot.

No members of the public made any comment about either Petition.

Members of the ZBA asked if the premises would be adequately secure without fencing. Awad responded that security would be attained by the use of cameras, so the lack of fencing for security is not a concern to Awad. He also stated that he would utilize a fence and sliding gate on the street side of the yard, but landscape screening around the other three sides. Also, the “bays” to be installed to hold materials would be ten (10’) high, along the north property line. Awad also stated that he intended to plant trees of 2” - 3” caliper size. In response to inquiry from the Board, the Village Attorney stated that the landscaping would be subject to review as part of the site plan review process.

The public hearing was closed at 7:29 p.m.

After due deliberation, on motion made by H. Hoffman, and seconded by R. Frillman, to recommend approval of the Application for zoning map amendment, to change the zoning classification from B-4 Business Zoning District to M-2 General Industrial Zoning District , **a roll vote was 5 aye and 0 nay. Motion passed.**

On motion made by W. Albert, and seconded by H. Hoffman, to recommend approval of the Application for variance of the screening requirement for the proposed outdoor storage yard, to allow the use of appropriate landscape products for screening in lieu of a fence, **a roll vote was 5 aye and 0 nay. Motion passed.**

**III.** The third order of business was to convene a public hearing regarding an Application for Text Amendment, filed by the Village, to allow “Tattoo Parlors and Body Piercing Establishments” as a permitted use in the B-2 Community Business Zoning District.

The public hearing was opened at 7:33 p.m.

The Village Attorney recited that notice of the public hearing for this petition had been published in the Daily Herald newspaper on April 23, 2020, and that a Certificate of Publication was on file with the Village Clerk. He then presented the Petition to the Board members, explaining that the owner of the proposed new commercial building on IL 72 desired to be able to lease space to a tattoo and body-piercing business. At present, tattoo businesses are allowed only in the Industrial Districts in the Village. The current proposal would allow tattoo parlors and body-piercing establishments to the B-2 Community Business Zoning District. Further, It was noted that the restrictions placed on the location of tattoo parlors vis-à-vis residential uses and/or districts in the current regulations for manufacturing districts in the Village would not be feasible for locations in a B-2 Community Business Zoning District because of the proximity of residential uses and districts to same.

No members of the public made any comment.

The public hearing was closed at 7:42 p.m.

Members of the ZBA commented that a tattoo parlor in nearby Burlington had caused problems to neighbors because of its hours of operations, remaining open too late at night; and that persons seeking tattoos often are not alone. Mr. Albert noted that although the tattoo business in general has “upgraded” since the Village first passed regulations, he believed such businesses ought to be allowed only as “special uses” in Hampshire.

After due deliberation, on motion made by W. Albert, and seconded by H. Hoffman, to recommend approval of the Application for zoning text amendment, to add tattoo parlors and body-piercing establishments as a permitted use in the B-2 Community Business Zoning District, **a roll vote was 2 aye and 3 nays, being Mr. Hoffmann, Mr. Albert and Mr. Schaul. Motion failed.**

Members of the ZBA then commented that such use, if it is to be allowed outside the Industrial Districts, ought to be a special use in the village.

IV. The fourth order of business was to convene a public hearing regarding the Petition filed by the Village to amend the Zoning Regulations i) governing the location in front, side and rear yards of sheds and fences; and ii) to update the performance standards for fire prevention regulations, per the International Code Council Fire Prevention Code, 2006 Edition, and any amendments to said edition adopted by the Village for its Building Regulations.

The Village Attorney recited that notice of the public hearing for the petition on these two matters had been published in the Daily Herald newspaper on April 23, 2020, and that a Certificate of Publication was on file with the Village Clerk.

The Board took the matters up separately for comment and deliberation. The public hearing to consider the amendment for sheds, fences and other accessory structures was opened at 7:45 p.m.

The Village Attorney presented an overview of the Petition for the Board. The proposed amendment related in particular to locations on corner lots in the Village, consistent with the locations of various sheds which in existence throughout the Village; and in general to all zoning lots in the Village. It was noted that at least 20 sheds are presently located in side yards at various locations around the Village.

Two members of the public commented on the Petition, F. Wilson and W. Benenhaley. Mr. Wilson noted that his rear yard was too uneven to allow for positioning a shed, and he desired to place it in a side yard, on his corner lot. Mr. Benenhaley noted that his rear yard was dominated by a drainage swale, and he desired to locate a shed in his side yard.

Members of the ZBA inquired about the intent to use the front door to a residence (and not the street address) on a corner lot to determine the front yard. The Village Attorney stated that for new lots, the Building Department would confirm which yard would be the front yard on any corner lot; and that the intent was to utilize the location of the main entrance to the residence to establish the front yard.

The public hearing was closed at 7:55 p.m.

After due deliberations, on motion by H. Hoffman, seconded by R. Frillman, to recommend approval of the Petition for Zoning Text Amendment, governing the location in front, side and rear yards of sheds and fences, **a roll vote was 5 aye, 0 nay. Motion passed.**

V. The fifth order of business was to convene a public hearing regarding the Petition filed by the Village to

amend the Zoning Regulations to update the performance standards for fire prevention regulations, per the International Code Council Fire Prevention Code, 2006 Edition, and any amendments to said edition adopted by the Village for its Building Regulations.

The public hearing was opened at 7:58 p.m.

The Village Attorney explained that since the original enactment of performance standards, the Village had adopted a new fire code, utilizing ICC Fire Prevention Code of 2006, with certain specific amendments thereto for use in the Village, in lieu of the earlier BOCA Code.

No members of the public commented on the proposed Amendment.

The public hearing was closed at 7:59 p.m.

After due deliberations, on motion by H. Hoffman, seconded by R. Frillman, to recommend approval of the Petition for Zoning Text Amendment, to update the performance standards for fire prevention regulations, per the International Code Council Fire Prevention Code, 2006 Edition, and any amendments to said edition adopted by the Village for its Building Regulations, **a roll vote was 5 aye, 0 nay. Motion passed.**

On motion made by H. Hoffman, seconded by W. Albert, to authorize the Chairman to review, sign and deliver to the Village Clerk written Findings of Fact and Recommendation concerning Agenda Items I-V, **the vote was 5 aye and 0 nay. Motion passed.**

#### **Old Business:**

**I.** Continuation of consideration of the Petition of the Village for Zoning Text Amendment to modify §6-8-2(B) of the Village Code to allow beer gardens a permitted use in the B-1 Central Business District.

Being familiar with the Petition a motion was made by W. Albert, seconded by H. Hoffmann to recommend approval of the Petition for Zoning Text Amendment, to modify §6-8-2(B) of the Village Code to allow beer gardens a permitted use in the B-1 Central Business District, **a roll vote was 5 Nays. Motion Failed.**

**II.** Continuation of consideration of the Petition of the Village for Zoning Text Amendment to modify §6-8-2(B) of the Village Code to allow residential uses above the ground floor as a permitted use in the B-1 Central Business District.

Being familiar with the Petition a motion was made by H. Hoffmann seconded by W. Albert, to recommend approval of the Petition for Zoning Text Amendment, to modify §6-8-2(B) of the Village Code to allow residential uses above the ground floor as a permitted use in the B-1 Central Business District, **a roll vote was 4 Ayes and 1 nay, being Mr. Albert. Motion passed.**

**III.** On motion made by H. Hoffman, seconded by W. Albert, to authorize the Chairman to review, sign and deliver to the Village Clerk written Findings of Fact and Recommendation concerning Agenda Items I-III, **the vote was 5 aye and 0 nay. Motion passed.**

With no further business, public comment or announcements before this Board, a motion to adjourn was duly made by H. Hoffmann and seconded by R. Frillman, **vote to adjourn, All Ayes.**

The meeting was adjourned at 8:12 p.m.

ZBA

Sept. 24, 2019

Respectfully submitted,

*Joseph Schaul*

Joseph Schaul  
Secretary

Village of Hampshire

Case Number: \_\_\_\_ - \_\_\_\_\_

**LAND DEVELOPMENT APPLICATION**

**THE UNDERSIGNED RESPECTFULLY PETITIONS THE VILLAGE OF HAMPSHIRE TO REVIEW AND CONSIDER GRANTING THE FOLLOWING APPROVAL(S) ON THE LAND HEREIN DESCRIBED (check all that apply)**

- Annexation \*
- Rezoning from \_\_\_\_\_ District to \_\_\_\_\_ District
- Special Use Permit
- Concept Plan Review
- Preliminary Plan Approval
- Final Plan Approval
- Site Plan Review

X. Variance

**PART I. APPLICANT INFORMATION**

**APPLICANT** (Please Print or Type)

Name: Christine Klein

Address: 219 Panama Ave  
Hampshire

Phone: (847) 489-2370 Fax: ( ) -

**CONTACT PERSON** (If different from Applicant)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: ( ) - Fax: ( ) -

- IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY? YES  NO

*(If the Applicant is not the owner of the subject property, a WRITTEN STATEMENT from the Owner authorizing the Applicant to file the Land Development Application must be attached to this application)*



-- IS THE APPLICANT AND/OR OWNER A TRUSTEE OR A BENEFICIARY OF A LAND TRUST? YES [ ] NO [X]

(If the Applicant and/or owner of the subject property is a Trustee of a land trust or beneficiary(ies) of a land trust, a DISCLOSURE STATEMENT identifying each beneficiary of such land trust by name and address, and defining his/her interest therein, shall be verified by the Trustee and shall be attached hereto).

\* Attach an original copy of a Petition for Annexation to this Application.

**PART II. PROPERTY INFORMATION**

ADDRESS OF PROPERTY: 219 Panama Ave

PARCEL INDEX NUMBER(S): 01-27-106-003

AREA OF PARCEL (ACRES): 0.5x142

LEGAL DESCRIPTION: The full and complete legal description must be ATTACHED to this application.

The subject property is located in which FIRE PROTECTION DISTRICT? Hampshire

The subject property is located in which PARK DISTRICT? Hampshire

The subject property is located in which SCHOOL DISTRICT? D300

The subject property is located in which LIBRARY DISTRICT? Hampshire

The subject property is located in which TOWNSHIP ROAD DISTRICT? Hampshire

CURRENT ZONING: R-2

PROPOSED ZONING: \_\_\_\_\_

RECOMMENDED LAND USE: \_\_\_\_\_  
*(As described in the Hampshire Comprehensive Plan)*

PROPOSED LAND USE: \_\_\_\_\_

NAME OF PROPOSED DEVELOPMENT: \_\_\_\_\_

\* Looking to extend roof dormer to create a front porch 10' wide by 6' deep. The structure will encroach into the 30' setback requirement

**PART III. REQUIRED DOCUMENTATION**

- Land Development Application – 2 signed copies
- Application Fee (Amount) \$ 500
- ~~Reimbursement Escrow Account Deposit (Amount) \$ \_\_\_\_\_~~
- Proof of Ownership (or Option to Acquire) (1 copy)
- Legal Description of Property / Plat of Survey (1 copy)
- List of property owners within 250 feet with parcel numbers (See enclosed sample letter)
- Preliminary Plan ( \_\_\_ folded – full size copies)
- ~~Landscape Plan: Preliminary OR Final ( \_\_\_ folded full size copies)~~
- Site Plan (6 copies)
- ~~Architectural Elevations (2 full size, \_\_\_ folded reduced size copies)~~
- ~~Final Plat of Subdivision ( \_\_\_ folded – full size copies)~~
- ~~Final Engineering Plans ( \_\_\_ copies – signed and sealed)~~
- ~~Petition for Annexation (2 copies)~~
- ~~Proposed Annexation Agreement (6 signed copies)~~
- ~~Plat of Annexation (6 copies)~~
- ~~Kare-DuPage Soil & Water Conservation District -- Land Use Opinion (1 copy)~~
- ~~Fiscal Impact Study (If required by Staff – 6 copies)~~
- ~~Traffic Impact Analysis (If required by Staff – 6 copies)~~
- ~~Department of Conservation – Endangered Species Report (1 copy)~~
- ~~Army Corp. of Engineers – Report on Wetlands (If required- 1 copy)~~



I, Christine Klein, hereby apply for review and approval of this application and represent that the application and requirements thereof and supporting information have been completed in accordance with the Hampshire ordinances.

Date 7/10/2020  Signature of Applicant

**CLERK'S RECEIPT**

RECEIVED this 13 day of July, 2020.

\$ 500  
CK 646

  Village Clerk



**PREPARED BY:**

Rachel A. Moreau Newby, Esq.  
The Law Offices of Rachel A. Moreau Newby, P.C.  
P.O. Box 1708  
Crystal Lake, Illinois 60039-1708

**2020K009967**  
**SANDY WEGMAN**  
RECORDER - KANE COUNTY, IL

RECORDED: 2/26/2020 10:01 AM  
REC FEE: 53.00 RASPS FEE: 9.00  
STATE TAX: 130.00  
COUNTY TAX: 65.00  
PAGES: 2

**WARRANTY DEED**

GRANTOR, Todd R. Muntz, a married individual, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to Christine M. Klein and Raymar Allwood, wife and husband, of 219 Panama Avenue, Hampshire, Illinois, not as Joint Tenants, or as Tenants in Common but as Tenants by the Entirety, the following described Real Estate situated in the County of Kane, State of Illinois, to wit:

LOT 11 IN EARL C. ENGEL'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 1946 AS DOCUMENT NO. 569757, IN MAP BOOK 29, PAGE 51, SITUATED IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

**Permanent Real Estate Index Number(s): 01-27-106-003**  
**Address of real estate: 219 Panama Avenue, Hampshire, Illinois 60140**

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Illinois

This is not homestead property for the purposes of the Grantor's spouse.

SUBJECT TO: General Taxes for 2019 and subsequent years, covenants, conditions, restrictions of record, building line and easements, if any, so long as they do not interfere with Purchasers' use and enjoyment of the property.

Dated this 6<sup>th</sup> day of February 2020.

Return To: K 2001 D  
First United Title Services Inc.  
820 E. Terra Cotta Ave., #114  
Crystal Lake, IL 60014

Todd R. Muntz

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## Adjacent Properties to 219 Panama Ave

200 Panama Ave

201 Panama Ave

212 Panama Ave

213 Panama Ave

218 Panama Ave

224 Panama Ave

225 Panama Ave

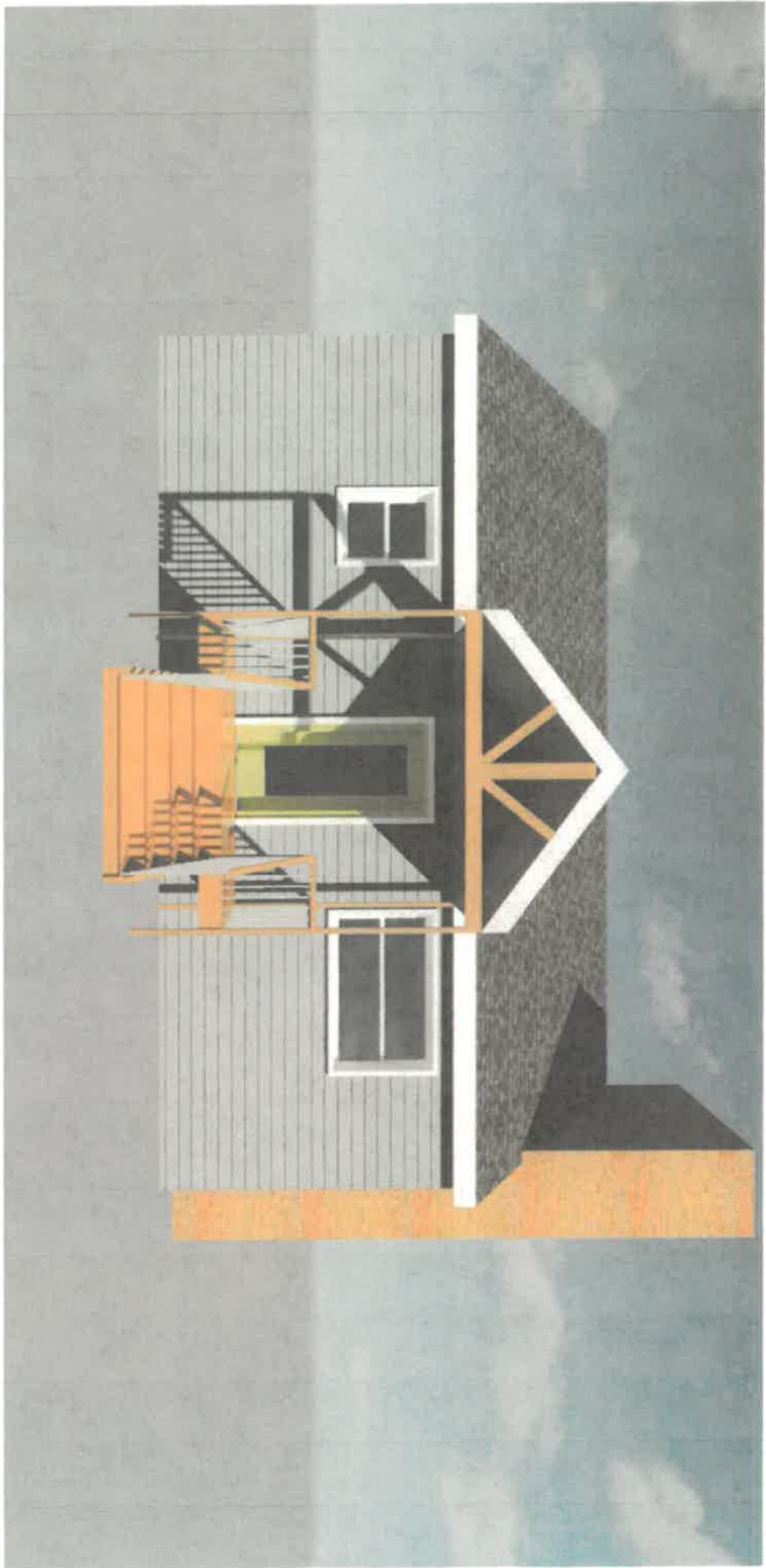
244 Panama Ave

245 Panama Ave

Letters to be send to all of the above with a rendering of the project











## List of Sign Variations requested by Truck Country

### **WALL/CANOPY SIGNS**

- 6-12-4-B-2-A Allows 1 wall/canopy sign per street front exposure
- 6-12-4-B-2-B Allows 120-240 SF total wall/canopy signage based upon building setback
- 6-16-4-B-1-B-2 Allows 120 SF total wall/canopy signage

### Requested Wall Signs

Additional wall sign for Detroit Auto – 4'1" x 4'1" LED box sign with graphic - 16.7 SF (A)

Additional wall sign for Cummins – 4'1" x 4'1" LED box sign with graphic – 16.7 SF (B)

### Requested Dimension Lettering

"TRUCK SALES" over sales entrance door – 7.64 SF (C)

"SERVICE & PARTS" over service entrance door – 9.625 SF (D)

### **FREE STANDING HIGHWAY SIGN**

- 6-16-4-B-1-A-1 Allows 1 freestanding pole sign and 1 freestanding highway sign
- 6-16-4-C-1-A-7 Allows 120 SF sign area
- 6-16-4-C-1-A-8 Allows 80' sign height

### Request variation to 260 SF, overall height will be 60'

60' pole sign with sign face 14'3" x 17'8" (E)

Use one panel slot on existing pole sign by Love's (F)

### **FREE STANDING POLE SIGN**

- 6-16-4-B-1-A-1 Allows 1 freestanding pole sign and 1 freestanding highway sign
- 6-16-4-C-1-A-1 Allows 115 SF sign area
- 6-16-4-C-1-A-2 Allows 16' sign height

### Request variation to 20' sign height with 80 SF of sign area, 2 panels, 5.5' x 10' & 2.5' x 10' (G)

**FREESTANDING SIGN**

6-16-4-B-2-A-3 Allows one freestanding ground directory sign providing directional information. Allows 15 square feet and maximum height of 8'

Requested variation to one internally illuminated directional sign near entrance. 36 SF, 8' in height (H)

**Attachment A**  
**Developer's Agreement with Respect to Land Development Fees and Deposits**

The undersigned Developer acknowledges that he/she has filed a DEVELOPMENT APPLICATION with the Village, requesting a variance for signage  
(type of action(s) requested)

and further, acknowledges that the Village Code requires that he/she reimburse the Village for all professional fees incurred for engineering, legal, consultant, and other outside services in regard to this application and all other matters related to the proposed development or zoning request.

The Developer agrees to be bound by the terms of the Village Code in this regard.

The Developer also is required to, and hereby does, submit a deposit, to be held by the Village to secure reimbursement of such fees, in accordance with the current schedule of deposits required by the Village for the type of land use action requested. Said deposit shall be held as security for payment of such fees and will be applied by the Village to payment of such fees upon default by Developer. Any balance remaining, after payment of all such fees, including reasonable attorney fees and court costs incurred by the Village in discussing, negotiating, or enforcing the terms of this Agreement, shall be returned to Developer.

Any interest earned on funds on deposit shall accrue to the Village.

*Mr. J. H. President*  
Signature

7/20/2010  
Date

**RECEIPT OF INITIAL FEE DEPOSIT ACKNOWLEDGED BY VILLAGE CLERK**

\_\_\_\_\_  
Village Clerk's Signature

\$ \_\_\_\_\_  
Amount

**This form must be executed and accompany all Development Applications. No Application will be accepted or processed without this completed form.**

**Attachment B**  
**VILLAGE OF HAMPSHIRE**  
**AFFIDAVIT OF NOTIFICATION**

To: Village of Hampshire 234 S. State Street Hampshire, IL 60140

From: *Michael Sobel, MARK YOUR SPACE*

Date: *7/21/2020*

The undersigned, being sworn upon his oath, deposes and says that the list below includes the names and address of all owners of property adjacent or within two hundred-fifty (250') feet of the property referred to in the Petition \_\_\_\_\_.

The property is located at *205 Meatrix Dr, Hampshire IL 60140*

PROPERTY INDEX #	PROPERTY OWNER	ADDRESS
<i>01-03-276-001</i>	<i>Rebrink Holdings</i>	<i>15 W 6<sup>th</sup> St #2400, Tulsa, OK 74119</i>
<i>01-03-176-001 And 003</i>	<i>Streams Edge Properties</i>	<i>6450 Poe Ave #211, Dayton OH 45414</i>
<i>01-03-170-001</i>	<i>RMC Holdings Hampshire</i>	<i>2390 Esplanade Dr #201, Algonquin IL 60102</i>
<i>01-03-200-028 + 01-03-100-002</i>	<i>Sin Family Partnership</i>	<i>2343 W Harrison St #2, Chicago IL 60612</i>
<i>+ 01-03-222-01</i>		

NOTIFY BY CERTIFIED MAIL- COPIES

Attached additional sheets, if necessary.

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.



Village of Hampshire  
234 S. State Street, Hampshire, IL 60140  
Phone: 847-683-2181 • www.hampshireil.org

### DEVELOPMENT APPLICATION

Case Number: \_\_\_\_\_

Date Filed: \_\_\_\_\_

The Undersigned respectfully petitions the Village of Hampshire to review and consider granting the following approval(s) on the land herein described.  
(check all that apply)

- Variance - *Signage*
- Special Use Permit
- Rezoning from \_\_\_\_\_ District to \_\_\_\_\_ District (ex. M1 to M2)
- Annexation
- Concept Plan Review
- Preliminary Plan Review
- Final Plan Review
- Other Site Plan Review

#### PART I. APPLICANT INFORMATION

APPLICANT (Please Print or Type)

Name: Truck Country Email: Jennifer Hornsby@TruckCountry.onmicrosoft.com  
 Address: 2959 Highway 151/01, Dubuque IA 52003  
 Phone: 563-584-2611 Fax: \_\_\_\_\_

CONTACT PERSON (If different from Applicant)

Name: Michael Sobel Email: sales@MathForSpaceInc.com  
 Address: 1235 Humbrecht Circle, Unit J, Bartlett IL 60103  
 Phone: 630-289-7090 Fax: N/A

**\* IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY?**

YES  NO

(If the Applicant is not the owner of the subject property, a written statement from the Owner authorizing the Applicant to file the Development Application must be attached to this application)

**\* IS THE APPLICANT AND/OR OWNER A TRUSTEE/BENEFICIARY OF A LAND TRUST?**

YES  NO

(If the Applicant and/or owner of the subject property is a Trustee of a land trust or beneficiary(ies) of a land trust, a Disclosure Statement identifying each beneficiary of such land trust by name and address, and defining his/her interest therein, shall be verified by the Trustee and shall be attached hereto).

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**PART II. PROPERTY INFORMATION**

Address: 205 Metrix Drive, Hampshire IL 60140

Parcel Number(s): 01-03-100-005, 01-03-200-008, 01-03-400-008

Total Area (acres): 13.007

Legal Description: must be attached to this application

The property is located in which FIRE PROTECTION DISTRICT? Hampshire Fire Protection Dist

The property is located in which PARK DISTRICT? Hampshire Township Park Dist.

The property is located in which SCHOOL DISTRICT? CUSD Dist. 300

The property is located in which LIBRARY DISTRICT? Ella Johnson

The property is located in which TOWNSHIP ROAD DISTRICT? Hampshire

Current Zoning: HC

Proposed Zoning/Variance:

See attached list of variations requested (Signage)

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Recommended Land Use: \_\_\_\_\_

(As described in the Hampshire Comprehensive Plan)

Proposed Land Use: N/A

Name of Proposed Development: N/A

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**PART III. REQUIRED DOCUMENTATION**

From chart on next page

- Signed copy of the Development Application.
- Developer's Agreement (Attachment A)
- Deposit \$ \_\_\_\_\_  
(see Village Ordinances and Requirements below)
- Proof of Ownership or Option
- Legal Description of Property – Plat of Survey
- List of property owners within 250 ft with parcel numbers (Attachment B)  
(see Attachment C for an example notification letter)
- Concept Plan
- Preliminary Plan (3 copies)
- Final Plan
- Site Plan
- Landscape Plan: Preliminary or Final
- Architectural Elevations
- Petition for Annexation
- Plat of Annexation
- Stormwater Permit Application or Report
- Soil Conservation District Land Use Opinion
- Tree Preservation and Removal Plan
- Other \_\_\_\_\_

---

Needed documentation may vary depending on the specific circumstances of the application. Therefore, staff may require additional documentation after initial review (e.g., fiscal impact study, endangered species report, wetland report etc.).

I, Michael Sobel, hereby apply for review and approval of this application and represent that the application and requirements thereof and supporting information have been completed in accordance with the Hampshire ordinances.

Michael Sobel  
Signature

7/20/2020  
Date

**Hampshire, Illinois Lease**

**TRUCK Country of Illinois, Inc.  
Lease (Business Property)**

**THIS LEASE AGREEMENT, executed in duplicate, made and entered into this 1st day of July, 2020, by and between WAUSAU LIMITED PARTNERSHIP (hereinafter called the "Landlord") whose address for the purpose of this lease 2099 Southpark Ct., Dubuque, IA., and Truck Country of Illinois, Inc. (hereinafter called the "Tenant") whose address for the purpose of this lease is 2099 Southpark Ct., Suite 2, Dubuque, IA. 52003.**

**WITNESSETH THAT:**

**1. PREMISES AND TERM.** The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the real estate, situated in Hampshire, Illinois, at 205 Metrix Drive , with the improvements thereon and all rights, easements and appurtenances thereto belonging, which, more particularly, includes the space and premises as may be shown on "Exhibit A", if and as may be attached hereto, for a term of five (5) years, commencing at midnight of the day previous to the first day of the lease term, which shall be on the 1st day of July, 2020, and ending at midnight on the last day of the lease term, which shall be on the 30th day of June, 2025, upon the condition that the Tenant pays rent therefor, and otherwise performs as in this lease provided.

**2. RENTAL.** Tenant agrees to pay to Landlord as rental for said term, as follows: \$110,000.00 per month, in advance, the first rent payment becoming due upon the execution of this lease and the same amount, per month, in advance, on the 1<sup>st</sup> day of each month thereafter, during the term of this lease, subject to such annual increases as the parties may, acting in good faith, agree upon during the month of December for implementation in January. In no event shall any annual increase be less than one-half of the increase in the U.S. Department of Labor's Consumer Price Index - U.S. Cities Average/all items for the last twelve consecutive months for which such data is available nor more than ten percent (10%) per year unless such constraints are waived in a writing executed by both parties.

All sums shall be paid at the address of Landlord, as above designated, or at such other place in Iowa, or elsewhere, as the Landlord may, from time to time, previously designate in writing. Delinquent payments shall draw interest at 9% per annum from the due date, until paid.

**3. POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the time and date of the close of this lease term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the **pro rata rental.**

**4. USE OF PREMISES.** Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises only for normal business activity related to sales and service of trucks, truck parts and accessories, overnight truck parking, etc. For restrictions on such use, see paragraphs 6(c), 6(d) and 1 l(b) below.



## Hampshire, Illinois Lease

5. **QUIET ENJOYMENT.** Landlord covenants that its estate in said premises is fee simple absolute; and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this lease, shall and may peaceably have, hold and enjoy the demised premises for the term of this lease free from molestation, eviction or disturbance by the Landlord or any other persons or legal entity whatsoever. (But see paragraph 14, below.)

Landlord shall have the right to mortgage all of its right, title, and interest in said premises at any time without notice, subject to this lease.

6. **CARE AND MAINTENANCE OF PREMISES.** (a) Tenant takes said premises in their present condition except for such repairs and alterations as may be expressly herein provided.

(b) **LANDLORD'S DUTY OF CARE AND MAINTENANCE.** Landlord will keep the roof, structural part of the floor, walls and other structural parts of the building in good repair.

(c) **TENANT'S DUTY OF CARE AND MAINTENANCE.** Tenant shall, after taking possession of said premises and until the termination of this lease and the actual removal from the premises, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition, except for structural parts of the building. Tenant will furnish its own interior and exterior decorating. Tenant will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the Tenant, its agents or employees. Without limiting the generality of the foregoing, Tenant will make necessary repairs to the sewer, the plumbing, the water pipes and electrical wiring, and Tenant agrees to keep faucets closed so as to prevent waste of water and flooding of premises; to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes. The Tenant agrees to maintain adequate heat to prevent freezing of pipes. Tenant at its own expense may install floor covering and will maintain such floor covering in good condition. Tenant will be responsible for the plate glass in the windows of the leased premises and for carrying any insurance thereon and for maintaining the parking area, driveways and sidewalks on and abutting the leased premises, including the clearing and removing of snow, ice and obstructions, if the leased premises include the ground floor, and if the other terms of this lease include premises so described. Tenant shall make no structural alterations or improvements without the written approval of the Landlord first had and obtained, of the plans and specifications therefor. Any improvements and alterations made by Tenant shall comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State of Wisconsin and the Federal Government and Tenant shall be responsible for any costs incurred to ensure such compliance.

(d) Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State of Wisconsin and the Federal government as they may affect the use of, improvements or alterations to the leased premises, but this provision shall not be construed as creating any duty by Tenant to members of the general public. If Tenant, by the terms of this lease is leasing premises on the ground floor, it will not allow trash of any kind to accumulate on said premises in the halls, if any, or the alley or yard in front, side or rear thereof, and it will remove same from the premises at its own expense. Tenant also agrees to remove snow and ice and other obstacles from the sidewalk on or abutting the premises, if

## Hampshire, Illinois Lease

premises include the ground floor, and if this lease may be fairly construed to impose such liability on the Tenant.

7. **UTILITIES AND SERVICES.** Tenant, during the term of this lease, shall pay, before delinquency, all charges for use of telephone, water, sewer, gas, heat, electricity, power, air conditioning, garbage disposal, trash disposal, janitor service, and all other utilities and services of whatever kind and nature which may be used in or upon the demised premises. Landlord shall be liable for Tenant's damage for failure of utilities and services to perform, as herein provided, or for any stoppage for needed repairs or for improvements, or arising from causes beyond the control of Landlord providing Landlord uses reasonable diligence to resume such services.

8. **(a) SURRENDER OF PREMISES AT END OF TERM-REMOVAL OF FIXTURES.** Tenant agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. [See also 1 l(a) and 1 l(e) below]

(b) Tenant may, at the expiration of the term of this lease, or renewal or renewals thereof or at a reasonable time thereafter, if Tenant is not in default hereunder, remove any fixtures or equipment which said Tenant has installed in the leased premises, providing said Tenant repairs any and all damages caused by removal.

(c) **HOLDING OVER.** Continued possession, beyond the expiratory date of the term of this lease, by the Tenant, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of this lease.

**ASSIGNMENT AND SUBLETTING.** This lease shall not be assigned nor the premises sublet by Tenant without prior written approval of Landlord. Any assignment of this lease or subletting of the premises or any part thereof, without the Landlord's written permission shall, at the option of the Landlord, make the rental for the balance of the lease term due and payable at once. In the event of an assignment or subletting by Tenant, Tenant shall not be released from Tenant's obligations hereunder unless specifically released in writing by Landlord.

10. **(a) ALL REAL ESTATE TAXES** levied or assessed by lawful authority (but reasonably preserving Landlord's and Tenant's rights of appeal), including any increase in taxes whether or not caused by improvements of Tenant, against said real property shall be timely paid by the Tenant.

(b) **PERSONAL PROPERTY TAXES.** Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Tenant's rights of appeal) against its personal property on the premises, during the term of this lease.

(c) **SPECIAL ASSESSMENTS.** Special assessments shall be timely paid by the Tenant.

11. **INSURANCE.** (a) Tenant will each keep the leased premises and its liability in regard thereto, and the personal property on the premises, insured to their full fair market

## Hampshire, Illinois Lease

value, naming Landlord as an additional insured, against hazards and casualties; that is, fire and those items usually covered by extended coverage; and Tenant will procure and deliver to the Landlord a certification from the respective insurance companies to that effect. Such insurance shall be made payable to the parties hereto as their interests may appear, except that the Tenant's share of such insurance proceeds are hereby assigned and made payable to the Landlord to secure rent or other obligations then due and owing Landlord by Tenant. [See also 1 l(e) below]

(b) Tenant will not do or omit the doing of any act, which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the Tenant upon which the Landlord by law or by the terms of this lease, has or shall have a lien.

(c) Subrogation rights are not to be waived unless a special provision is attached to this lease.

(d) Tenant further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

(e) **INSURANCE PROCEEDS.** Landlord shall settle and adjust any claim against any insurance company under its said policies of insurance for the premises, and said insurance monies shall be paid to and held by the Landlord to be used in payment for cost of repairs or restoration of damaged building, if the destruction is only partial. [See also 1 l(a), above]

**12. INDEMNITY AND LIABILITY INSURANCE.** Except as to any negligence of the Landlord, arising out of roof and structural parts of the building, Tenant will protect, defend, indemnify and save harmless the Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Tenant or any person claiming through or under the Tenant. The Tenant further covenants and agrees that it will at its own expense procure and maintain casualty and liability insurance in a responsible company or companies authorized to do business in the State of Wisconsin, in amounts not less than \$1,000,000 for any one person injured, and \$1,000,000 for any one accident, and with the limits of replacement value for property damage, protecting the Landlord against such claim, damages, costs or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident, or other happening on or about the demised premises during the term thereof. Certificates or copies of said policies, naming the Landlord, and providing for fifteen (15) days' notice to the Landlord before cancellation shall be delivered to the Landlord within twenty (20) days from the date of the beginning of the term of this lease. As to insurance of the Landlord for roof and structural faults, see paragraph 1 l(a) above.

**13. FIRE AND CASUALTY. PARTIAL DESTRUCTION OF PREMISES.** (a) In the event of a partial destruction or damage of the leased premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this lease shall

## Hampshire, Illinois Lease

not terminate but the rent for the leased premises shall abate during the time of such business interference. In the event of partial destruction, Landlord shall repair such damages within 60 days of its occurrence unless prevented from so doing by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond Landlord's reasonable control.

(b) **ZONING.** Should the zoning ordinance of the city or municipality in which this property is located make it impossible for Landlord, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as in the next paragraph provided.

(c) **TOTAL DESTRUCTION OF BUSINESS USE.** In the event of a destruction or damage of the leased premises, including the parking area (if a parking area is a part of the subject matter of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within sixty (60) days, this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Tenant shall surrender possession within ten (10) days after such notice issues, and each party shall be released from all future obligations hereunder, Tenant paying rental pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, according to its own wishes and needs.

14. **CONDEMNATION.** (a) **DISPOSITION OF AWARDS.** Should the whole or any part of the demised premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) **DATE OF LEASE TERMINATION.** If the whole of the demised premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved as in paragraph 14(a) above.

15. **TERMINATION OF LEASE AND DEFAULTS OF TENANT.** (a) **TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS.** This lease shall terminate upon expiration of the demised term (subject to automatic renewal for successive one year terms as hereinafter provided); or if this lease expressly and in writing provides for any option or options, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms. Upon default in payment of rental herein or upon any other default by Tenant in accordance with the terms and provisions of this lease, this lease may at the option of the Landlord be cancelled and forfeited, PROVIDED, HOWEVER, before any such cancellation and forfeiture except as provided in 15(b) below, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited ten (10) days after the giving of such notice, unless such default, or defaults, are remedied within such grace period. (See paragraph 22, below.) As an additional optional procedure or as an alternative to the foregoing (and neither exclusive of the other) Landlord may proceed as in paragraph 21, below, provided.

## Hampshire, Illinois Lease

This lease will automatically renew for successive one year periods unless Landlord or Tenant gives the other notice at lease sixty (60) days prior to the end of the initial or any subsequent one year term.

(b) **BANKRUPTCY OR INSOLVENCY OF TENANT.** In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason by any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Landlord to Tenant, then and in any such events, Landlord may, at its option, immediately terminate this lease, re-enter said premises, upon giving of ten (10) days' written notice by Landlord to Tenant, all to the extent permitted by applicable law.

(c) In (a) and (b) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

(d) Acceptance of keys, advertising and re-renting by the Landlord upon the Tenant's default shall be construed only as an effort to mitigate damages by the Landlord, and not as an agreement to terminate this lease.

**16. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.** If default shall be made by either party in performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 9% per annum, from date of advance.

**17. SIGNS.** (a) Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the leased premises, provided only (1) that any and all signs shall comply with the ordinances of the City of Hampshire and the laws of the State of Illinois; (2) such signs shall not change the structure of the building; (3) such signs if and when taken down shall not damage the building; and (4) such signs shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

(b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit at such time, prospective tenants or buyers to enter and examine the premises. Landlord, at any time during the term of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises a "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

**18. MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through, or under the Tenant shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant

## **Hampshire, Illinois Lease**

covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish any such material, service or labor.

**19. LANDLORD'S LIEN AND SECURITY INTEREST.** The Landlord shall have, in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions therefor, kept and used on said premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination of this lease because of Tenant's default in its performance.

**20. SUBSTITUTION OF EQUIPMENT, MERCHANDISE, ETC.** (a) The Tenant shall have the right, from time to time, during the term of this lease, or renewal thereof, to sell or otherwise dispose of any personal property of the Tenant situated on the said demised premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on said premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items of personal property so sold or otherwise disposed of, a new or other item in substitution thereof, in like or greater value and adapted to the affixed operation of the business upon the demised premises.

(b) Nothing herein contained shall be construed as denying to Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

**21. RIGHTS CUMULATIVE.** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

**22. NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

**23. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

**24. CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties


**Hampshire, Illinois Lease**

and delivered to the Landlord and Tenant. This lease contains the whole agreement of the parties.

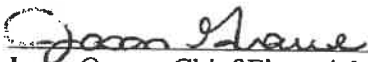
25. **CONSTRUCTION.** Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this lease in duplicate the day and year first above written.

**WAUSAU LIMITED PARTNERSHIP**

BY:   
\_\_\_\_\_  
Gregory McCoy, President of  
McCoy Group, Inc., General Partner

**TRUCK COUNTRY OF ILLINOIS, INC.**

BY:   
\_\_\_\_\_  
Jason Grawe, Chief Financial Officer  
Truck Country of Illinois, Inc.

This Instrument Was Prepared by

Valerie Haugh  
Haugh & Associates  
525 Dee Lane, Suite 200  
Roselle, IL 60172

Recv  
7-21-20

After recording return to:

Davin C. Curtiss, J.D.  
O'Connor & Thomas P.C.  
1000 Main Street  
Dubuque, IA 52001

Mail subsequent tax bills to:

Wausau Limited Partnership  
Jason Grawe  
Truck Country Dealership Group  
2099 Southpark Ct, Suite 2  
Dubuque, Iowa 52003

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of the \_\_\_ day of August, 2018 by RMC Holdings Hampshire, LLC, an Illinois limited liability company ("Grantor"), to and in favor of Wausau Limited Partnership, a Wisconsin limited partnership (the "Grantee") whose address is Wausau Limited Partnership c/o Truck Country Dealership Group, 2099 Southpark Ct. Suite 2, Dubuque, Iowa, 52003.

THIS Deed is given pursuant to that certain Purchase and Sale Contract dated January 29, 2018 (as amended, the "Agreement") for the property set forth herein.

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO DOLLARS and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, and pursuant to authority, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee and to its heirs and assigns, FOREVER, all the following described real estate, situated in the County of Kane and State of Illinois known and described in Exhibit A attached hereto and by this reference made a part hereof, together with any improvements located thereon and all rights, privileges and easements appurtenant to Grantor's interest in the foregoing land and the improvements, if any, including, without limitation, all of Grantor's right, title and interest, if any, in and to all easements, licenses, covenants and other rights-of-way or other appurtenances used in connection with the beneficial use or enjoyment of such land and improvements (collectively the "Premises");

TO HAVE AND TO HOLD the said Premises as above described, unto the Grantee, its successors and assigns forever.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said Premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited;



and that the said Premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to the matters set forth in Exhibit B attached hereto and made a part hereof and further subject to the limitations and provisions set forth in Sections 10 of the Agreement.

Restrictions on Use.

This Deed and the Premises are hereby transferred to Grantee subject to the following restrictions:

For so long as Lot 1 on the Final Plat of Metrix Industrial Park, Hampshire, Illinois recorded with the recorder of Kane County, Illinois on August 13, 2018 as Instrument No. 2018K039163 ("Plat") is being operated as a Love's Travel Stop or similar use under a different name, then no portion of the Premises shall be used for the retail sale of fuel (including without limitation diesel, gasoline, CNG and/or LNG), truck tire retreads, or tire sales. The foregoing restriction is intended to prohibit (i) the operation of a truck stop or fueling station on the Premises and (ii) the use of any part of the Premises as a means of access, for parking, and/or for the placement of signage related to the operation of a truck stop or fueling station on adjacent or nearby unrestricted property (other than Lot 1 or any other Lot being used as a Love's Travel Stop). The foregoing restriction shall not restrict Grantee or Grantee's Affiliate's (as hereinafter defined) internal provision of such fuel, truck tires or retreads to Grantee or Grantee's Affiliate customers incidental to its truck sales and service operation. As used herein, the term "Grantee Affiliate" shall mean Truck Country of Illinois, Inc. or another affiliate of Grantee.

The foregoing restriction is intended to run with the Property and be binding on all successors and assigns.

*[rest of page left intentionally blank – signature on next page]*

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

RMC Holdings Hampshire, LLC, an Illinois limited liability company

By: [Signature]  
David Schmidt, Manager

STATE OF ILLINOIS     )  
  )  
COUNTY OF Kane     )

I, Monica A Smith, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David Schmidt, as manager of RMC Holdings Hampshire, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager of said limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of August, 2018.  
[Signature]

Notary Public  
Commission Expires: 4.2.2021



EXHIBIT "A" TO DEED

LEGAL DESCRIPTION

LOT 4 IN FINAL PLAT OF METRIX INDUSTRIAL PARK, BEING A PART OF SECTION 3,  
TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING  
TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2018K039163, IN THE  
TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS

01-03-100-005-0000 (affects property and other property)  
01-03-200-008-0000 (affects property and other property)  
01-03-400-008-0000 (affects property and other property)

**EXHIBIT "B" TO DEED**  
**PERMITTED EXCEPTIONS**

1. Taxes for 2017, second installment and thereafter not yet due and payable.
2. Any matters placed of record and/or arising by or on behalf of Grantee.
3. Covenants, conditions, restrictions, easements and building lines but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the recorded Final Plat of Metrix Industrial Park, recorded August 13, 2018, as Instrument No. 2018K039163 (the "Final Plat"), which does not contain a reversionary or forfeiture clause.
4. Village & Public Utility Easement, and the terms and provisions thereto, as shown on the Final Plat, as follows:

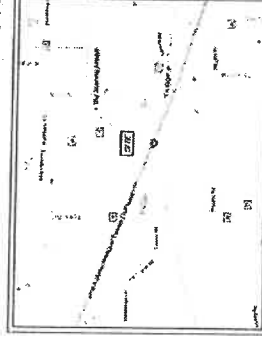
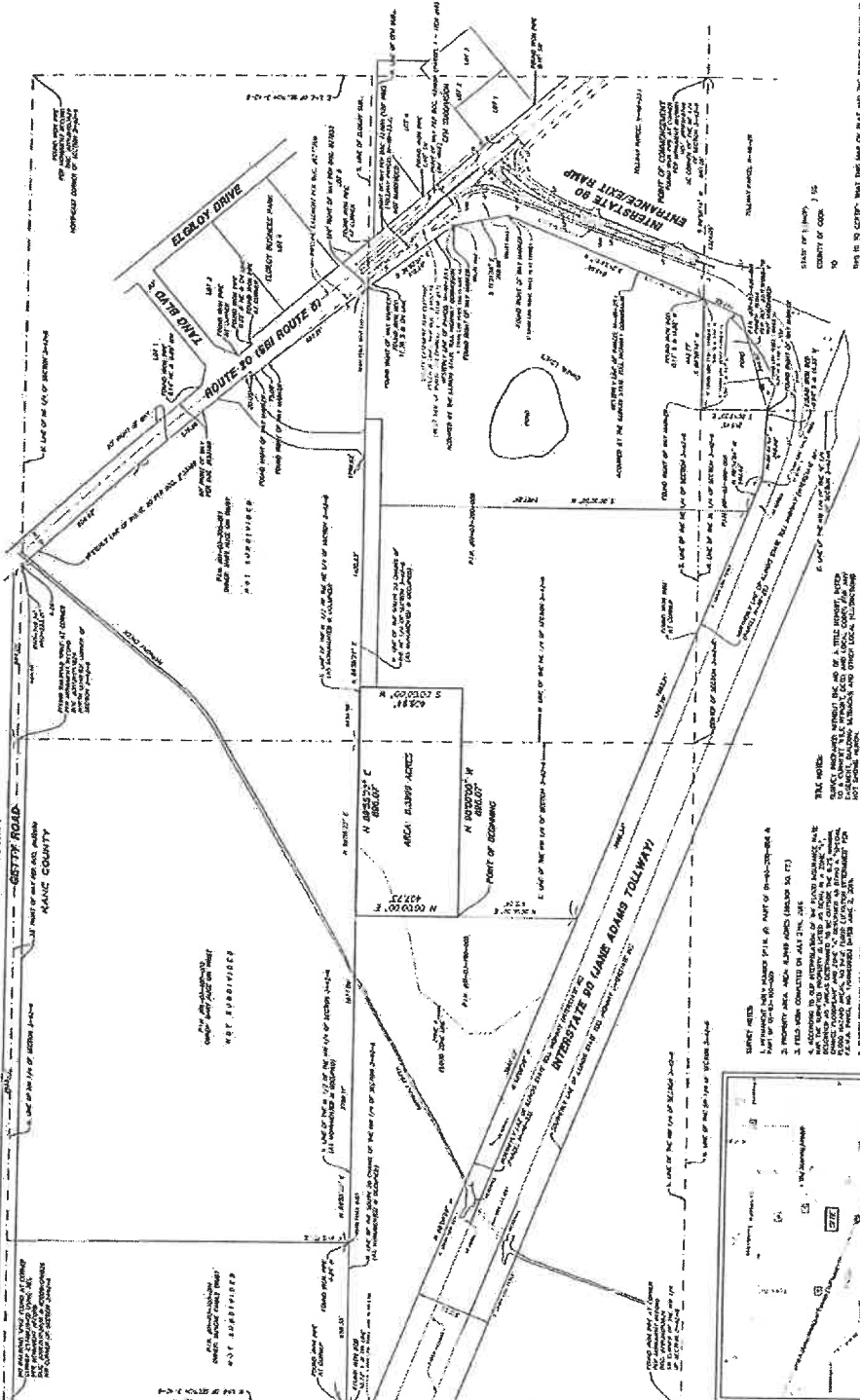
Affects 10' from all lot lines
5. Stormwater Management Easement, and the terms and provisions thereto, as shown on the Final Plat, as follows:

20' in width, near the southern lot line. See plat for exact location
6. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
7. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
8. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the Land
9. Grant dated April 5, 1933 and recorded June 26, 1933 as document 365374 from Fred Laue to Illinois North Utilities Co. a corporation of Illinois its successors and assigns, the right to place and maintain its poles, wires and necessary fixtures, with the right of access to the same for the maintaining thereof and to operate an electric transmission line upon and over the same, also to trim or cut such saplings and trees as may be necessary for the proper construction, operation and maintenance of said poles, wires & necessary fixtures, upon and over the West side of highway that passes thru grantor's property located in the South 1/2 of the Northeast 1/4 of Section 3, Township 42 North, Range 6, East of the Third Principal Meridian, in Kendall County, Illinois
10. the Final Plat
11. Declaration of Protective Covenants Metrix Industrial Park



# ALTA / NSPS LAND TITLE SURVEY

PROPERTY LINES & BOUNDARIES SHOWN ARE BASED ON THE DATA PROVIDED BY THE CLIENT AND THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE COUNTY CLERK AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE COUNTY CLERK AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.



**LEGEND**

Property Line	---
Easement	- - - -
Encroachment	---
Survey Point	•
Corner	⊕
Well	⊙
Utility	---
Other	---

- NOTES:**
1. THIS SURVEY WAS MADE FROM THE DATA PROVIDED BY THE CLIENT AND THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.
  2. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE COUNTY CLERK AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.
  3. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE COUNTY CLERK AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.
  4. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE COUNTY CLERK AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.
  5. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE COUNTY CLERK AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.
  6. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE COUNTY CLERK AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.
  7. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE COUNTY CLERK AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.
  8. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE COUNTY CLERK AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.
  9. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE COUNTY CLERK AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.
  10. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE COUNTY CLERK AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.

PRELIMINARY FOR REVIEW 6/26/18  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]  
 DATE: 6/26/18

S-1  
 100'



# FINAL PLAT OF METRIX INDUSTRIAL PARK

BEING PART OF SECTION 8, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWNSHIP OF HAMPSHIRE, ILLINOIS.

FOR SHEET NUMBER (PLAT #)  
 101-100-001  
 101-100-002  
 101-100-003  
 PART OF 101-100-004

**PROPERTY AREA TABLE**

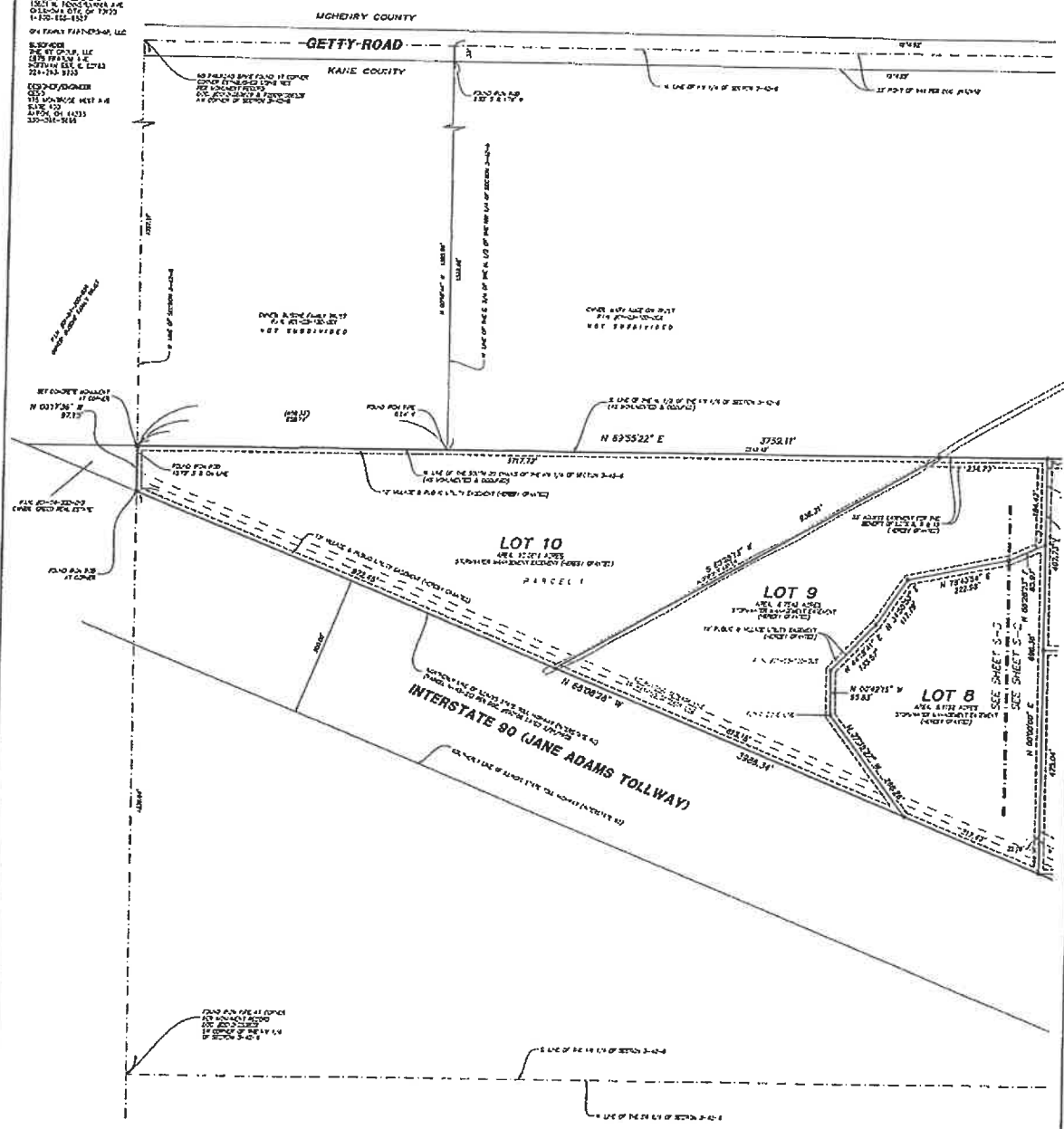
LOT 1	25.643 ACRES	OF 4,528,473 SQ. FT.
LOT 2	11.885 ACRES	OF 1,717,773 SQ. FT.
LOT 3	8.236 ACRES	OF 1,235,471 SQ. FT.
LOT 4	10.077 ACRES	OF 1,511,550 SQ. FT.
LOT 5	8.236 ACRES	OF 1,235,471 SQ. FT.
LOT 6	1.655 ACRES	OF 248,250 SQ. FT.
LOT 7	8.236 ACRES	OF 1,235,471 SQ. FT.
LOT 8	8.236 ACRES	OF 1,235,471 SQ. FT.
LOT 9	8.236 ACRES	OF 1,235,471 SQ. FT.
LOT 10	8.236 ACRES	OF 1,235,471 SQ. FT.
TRAIL AND ACCESS ROAD	1.655 ACRES	OF 248,250 SQ. FT.
LOWEY DRAINAGE	1.655 ACRES	OF 248,250 SQ. FT.
ADDITIONAL RESERVATION	8.236 ACRES	OF 1,235,471 SQ. FT.
TOTAL AREA	120,773 ACRES	OF 1,812,880 SQ. FT.

**PROPERTY OWNERS**  
 PFC HOLDINGS PARTNERSHIP, LLC  
 2100 GARDNER DRIVE  
 SUITE 204  
 ADDISON, IL 60101

**LOCAL TRAIL AND ACCESS**  
 1501 N. HANCOCK AVE  
 CHICAGO, IL 60642  
 1-800-424-1317

**OF TRAIL PARTNERSHIP, LLC**  
 2100 GARDNER DRIVE  
 SUITE 204  
 ADDISON, IL 60101  
 708-274-9173

**TRAIL AND ACCESS**  
 1501 N. HANCOCK AVE  
 CHICAGO, IL 60642  
 1-800-424-1317



**LEGEND**

- PROPERTY LINE
- BOUNDARY OF LOT 10
- BOUNDARY OF LOT 9
- BOUNDARY OF LOT 8
- SETBACK EASEMENT / SETBACK
- SETBACK EASEMENT / SETBACK
- SETBACK EASEMENT / SETBACK
- SETBACK EASEMENT / SETBACK
- SETBACK EASEMENT / SETBACK
- SETBACK EASEMENT / SETBACK



**NOTES**

1. THIS PLAT WAS COMPLETED ON JULY 27th, 2018.
2. THIS PLAT IS BASED ON THE NORTH BARETTON ILLINOIS STATE PLANE COORDINATE SYSTEM, ZONE 18N, UTM, UTM ZONE 18N.
3. ANY COMPANIES WHOSE UTILITIES ARE SHOWN ON THIS PLAT MUST BE CONTACTED TO VERIFY THE LOCATION AND DEPTH OF SUCH UTILITIES.
4. ALL OF LOTS 8, 9, & 10 ARE COVERED BY A SUBDIVISION MANAGEMENT EASEMENT.

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN \ PROGRAM MANAGEMENT \ LAND SURVEY  
**METRIX INDUSTRIAL PARK**  
 TANG BLVD @ ROUTE 20  
 HAMPSHIRE, ILLINOIS

**WT GROUP**  
 2100 GARDNER DRIVE, SUITE 204  
 ADDISON, IL 60101  
 708-274-9173  
 WWW.WTGROUP.COM



# FINAL PLAT OF METRIX INDUSTRIAL PARK

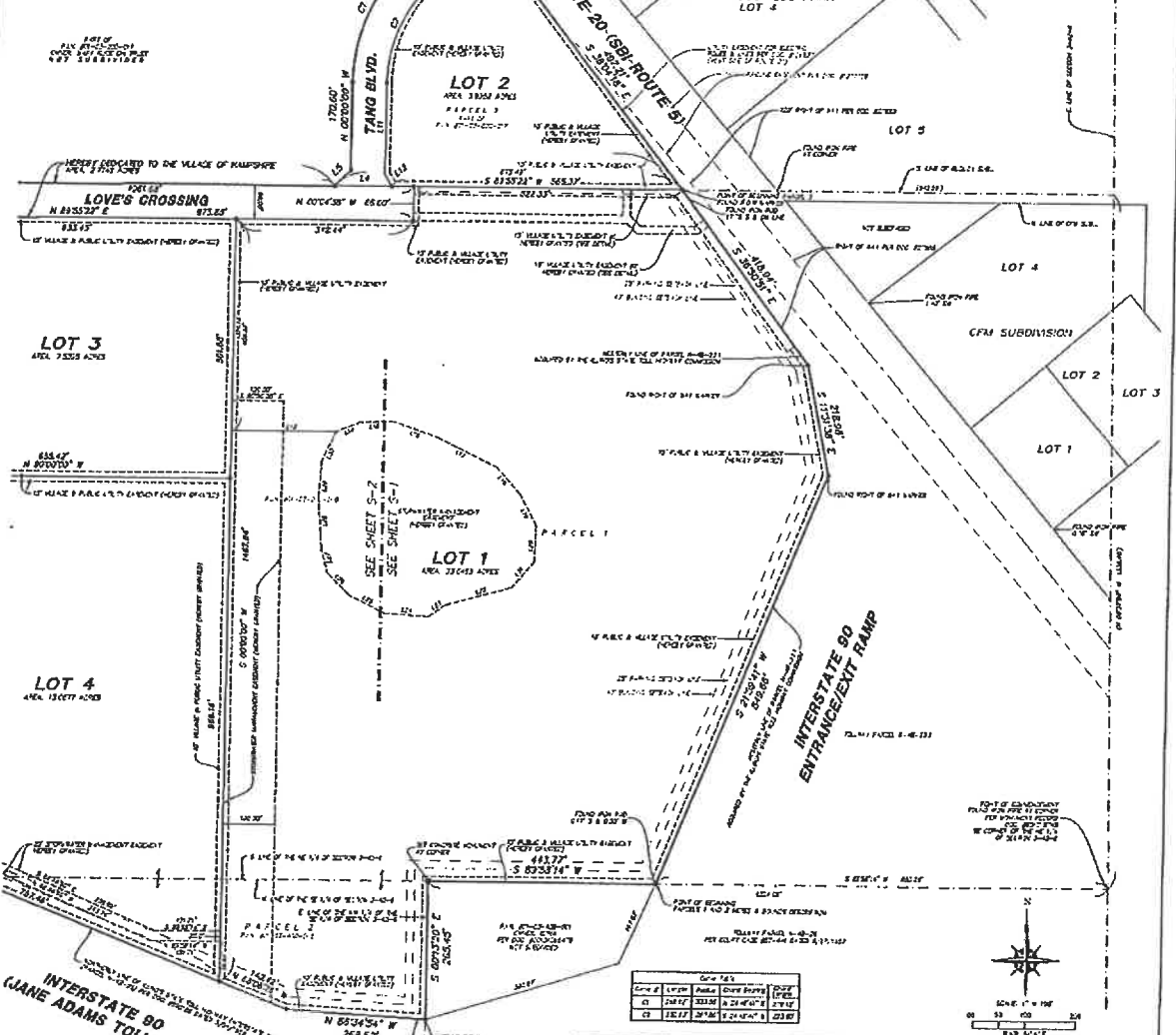
WEST PART OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE COUNTY OF HAMPSHIRE, ILLINOIS

REQUIREMENT ACRES NUMBER PLAN (R)  
 111-111-111-111  
 111-111-111-111  
 111-111-111-111  
 111-111-111-111

**PROPERTY AREA TABLE**

LOT 1	3.8433 ACRES	164,515.50 SQ. FT.
LOT 2	3.8433 ACRES	164,515.50 SQ. FT.
LOT 3	3.8433 ACRES	164,515.50 SQ. FT.
LOT 4	3.8433 ACRES	164,515.50 SQ. FT.
LOT 5	3.8433 ACRES	164,515.50 SQ. FT.
LOT 6	3.8433 ACRES	164,515.50 SQ. FT.
LOT 7	3.8433 ACRES	164,515.50 SQ. FT.
LOT 8	3.8433 ACRES	164,515.50 SQ. FT.
LOT 9	3.8433 ACRES	164,515.50 SQ. FT.
LOT 10	3.8433 ACRES	164,515.50 SQ. FT.
LOT 11	3.8433 ACRES	164,515.50 SQ. FT.
LOT 12	3.8433 ACRES	164,515.50 SQ. FT.
LOT 13	3.8433 ACRES	164,515.50 SQ. FT.
LOT 14	3.8433 ACRES	164,515.50 SQ. FT.
LOT 15	3.8433 ACRES	164,515.50 SQ. FT.
LOT 16	3.8433 ACRES	164,515.50 SQ. FT.
LOT 17	3.8433 ACRES	164,515.50 SQ. FT.
LOT 18	3.8433 ACRES	164,515.50 SQ. FT.
LOT 19	3.8433 ACRES	164,515.50 SQ. FT.
LOT 20	3.8433 ACRES	164,515.50 SQ. FT.
LOT 21	3.8433 ACRES	164,515.50 SQ. FT.
LOT 22	3.8433 ACRES	164,515.50 SQ. FT.
LOT 23	3.8433 ACRES	164,515.50 SQ. FT.
LOT 24	3.8433 ACRES	164,515.50 SQ. FT.
LOT 25	3.8433 ACRES	164,515.50 SQ. FT.
LOT 26	3.8433 ACRES	164,515.50 SQ. FT.
LOT 27	3.8433 ACRES	164,515.50 SQ. FT.
LOT 28	3.8433 ACRES	164,515.50 SQ. FT.
LOT 29	3.8433 ACRES	164,515.50 SQ. FT.
LOT 30	3.8433 ACRES	164,515.50 SQ. FT.
LOT 31	3.8433 ACRES	164,515.50 SQ. FT.
LOT 32	3.8433 ACRES	164,515.50 SQ. FT.
LOT 33	3.8433 ACRES	164,515.50 SQ. FT.
LOT 34	3.8433 ACRES	164,515.50 SQ. FT.
LOT 35	3.8433 ACRES	164,515.50 SQ. FT.
LOT 36	3.8433 ACRES	164,515.50 SQ. FT.
LOT 37	3.8433 ACRES	164,515.50 SQ. FT.
LOT 38	3.8433 ACRES	164,515.50 SQ. FT.
LOT 39	3.8433 ACRES	164,515.50 SQ. FT.
LOT 40	3.8433 ACRES	164,515.50 SQ. FT.
LOT 41	3.8433 ACRES	164,515.50 SQ. FT.
LOT 42	3.8433 ACRES	164,515.50 SQ. FT.
LOT 43	3.8433 ACRES	164,515.50 SQ. FT.
LOT 44	3.8433 ACRES	164,515.50 SQ. FT.
LOT 45	3.8433 ACRES	164,515.50 SQ. FT.
LOT 46	3.8433 ACRES	164,515.50 SQ. FT.
LOT 47	3.8433 ACRES	164,515.50 SQ. FT.
LOT 48	3.8433 ACRES	164,515.50 SQ. FT.
LOT 49	3.8433 ACRES	164,515.50 SQ. FT.
LOT 50	3.8433 ACRES	164,515.50 SQ. FT.
LOT 51	3.8433 ACRES	164,515.50 SQ. FT.
LOT 52	3.8433 ACRES	164,515.50 SQ. FT.
LOT 53	3.8433 ACRES	164,515.50 SQ. FT.
LOT 54	3.8433 ACRES	164,515.50 SQ. FT.
LOT 55	3.8433 ACRES	164,515.50 SQ. FT.
LOT 56	3.8433 ACRES	164,515.50 SQ. FT.
LOT 57	3.8433 ACRES	164,515.50 SQ. FT.
LOT 58	3.8433 ACRES	164,515.50 SQ. FT.
LOT 59	3.8433 ACRES	164,515.50 SQ. FT.
LOT 60	3.8433 ACRES	164,515.50 SQ. FT.
LOT 61	3.8433 ACRES	164,515.50 SQ. FT.
LOT 62	3.8433 ACRES	164,515.50 SQ. FT.
LOT 63	3.8433 ACRES	164,515.50 SQ. FT.
LOT 64	3.8433 ACRES	164,515.50 SQ. FT.
LOT 65	3.8433 ACRES	164,515.50 SQ. FT.
LOT 66	3.8433 ACRES	164,515.50 SQ. FT.
LOT 67	3.8433 ACRES	164,515.50 SQ. FT.
LOT 68	3.8433 ACRES	164,515.50 SQ. FT.
LOT 69	3.8433 ACRES	164,515.50 SQ. FT.
LOT 70	3.8433 ACRES	164,515.50 SQ. FT.
LOT 71	3.8433 ACRES	164,515.50 SQ. FT.
LOT 72	3.8433 ACRES	164,515.50 SQ. FT.
LOT 73	3.8433 ACRES	164,515.50 SQ. FT.
LOT 74	3.8433 ACRES	164,515.50 SQ. FT.
LOT 75	3.8433 ACRES	164,515.50 SQ. FT.
LOT 76	3.8433 ACRES	164,515.50 SQ. FT.
LOT 77	3.8433 ACRES	164,515.50 SQ. FT.
LOT 78	3.8433 ACRES	164,515.50 SQ. FT.
LOT 79	3.8433 ACRES	164,515.50 SQ. FT.
LOT 80	3.8433 ACRES	164,515.50 SQ. FT.
LOT 81	3.8433 ACRES	164,515.50 SQ. FT.
LOT 82	3.8433 ACRES	164,515.50 SQ. FT.
LOT 83	3.8433 ACRES	164,515.50 SQ. FT.
LOT 84	3.8433 ACRES	164,515.50 SQ. FT.
LOT 85	3.8433 ACRES	164,515.50 SQ. FT.
LOT 86	3.8433 ACRES	164,515.50 SQ. FT.
LOT 87	3.8433 ACRES	164,515.50 SQ. FT.
LOT 88	3.8433 ACRES	164,515.50 SQ. FT.
LOT 89	3.8433 ACRES	164,515.50 SQ. FT.
LOT 90	3.8433 ACRES	164,515.50 SQ. FT.
LOT 91	3.8433 ACRES	164,515.50 SQ. FT.
LOT 92	3.8433 ACRES	164,515.50 SQ. FT.
LOT 93	3.8433 ACRES	164,515.50 SQ. FT.
LOT 94	3.8433 ACRES	164,515.50 SQ. FT.
LOT 95	3.8433 ACRES	164,515.50 SQ. FT.
LOT 96	3.8433 ACRES	164,515.50 SQ. FT.
LOT 97	3.8433 ACRES	164,515.50 SQ. FT.
LOT 98	3.8433 ACRES	164,515.50 SQ. FT.
LOT 99	3.8433 ACRES	164,515.50 SQ. FT.
LOT 100	3.8433 ACRES	164,515.50 SQ. FT.

**PROPERTY OWNERS**  
 THE METRIX GROUP, LLC  
 2000 W. LAUREL DRIVE  
 SUITE 100  
 ROCKFORD, IL 61102  
 (815) 398-1100  
 (815) 398-1101  
 (815) 398-1102  
 (815) 398-1103  
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 (815) 398-1200



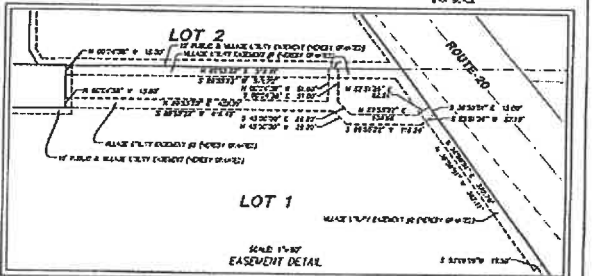
**NOTES**

1. THIS PLAN COMPLETES ALL SURVEY WORK.
2. BASIS OF BEARINGS IS THE NORTH BASED ON NAD 83.
3. STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST ZONE 12N.
4. ALL DISTANCES GIVEN ARE IN FEET AND DECIMALS THEREOF.
5. ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 ARE GRANTED BY A SUBDIVISION RECORDING DOCUMENT.

**LEGEND**

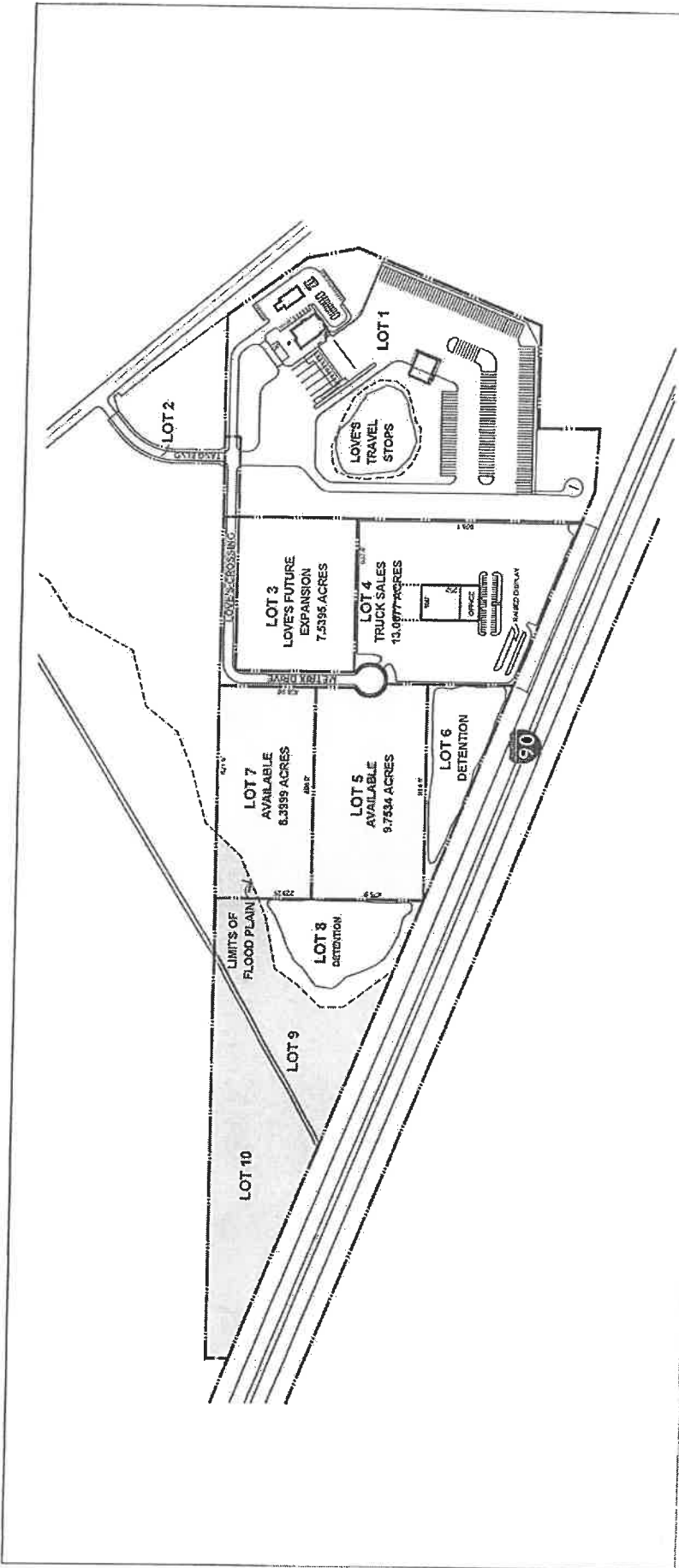
- PROPERTY LINE
- EASEMENT (SEE SHEET 10)
- EASEMENT (SEE SHEET 11)
- EASEMENT (SEE SHEET 12)
- EASEMENT (SEE SHEET 13)
- EASEMENT (SEE SHEET 14)
- EASEMENT (SEE SHEET 15)
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- EASEMENT (SEE SHEET 98)
- EASEMENT (SEE SHEET 99)
- EASEMENT (SEE SHEET 100)

Lot No.	Area	Acres	Lot No.	Area	Acres
1	3.8433	3.8433	51	3.8433	3.8433
2	3.8433	3.8433	52	3.8433	3.8433
3	3.8433	3.8433	53	3.8433	3.8433
4	3.8433	3.8433	54	3.8433	3.8433
5	3.8433	3.8433	55	3.8433	3.8433
6	3.8433	3.8433	56	3.8433	3.8433
7	3.8433	3.8433	57	3.8433	3.8433
8	3.8433	3.8433	58	3.8433	3.8433
9	3.8433	3.8433	59	3.8433	3.8433
10	3.8433	3.8433	60	3.8433	3.8433
11	3.8433	3.8433	61	3.8433	3.8433
12	3.8433	3.8433	62	3.8433	3.8433
13	3.8433	3.8433	63	3.8433	3.8433
14	3.8433	3.8433	64	3.8433	3.8433
15	3.8433	3.8433	65	3.8433	3.8433
16	3.8433	3.8433	66	3.8433	3.8433
17	3.8433	3.8433	67	3.8433	3.8433
18	3.8433	3.8433	68	3.8433	3.8433
19	3.8433	3.8433	69	3.8433	3.8433
20	3.8433	3.8433	70	3.8433	3.8433
21	3.8433	3.8433	71	3.8433	3.8433
22	3.8433	3.8433	72	3.8433	3.8433
23	3.8433	3.8433	73	3.8433	3.8433
24	3.8433	3.8433	74	3.8433	3.8433
25	3.8433	3.8433	75	3.8433	3.8433
26	3.8433	3.8433	76	3.8433	3.8433
27	3.8433	3.8433	77	3.8433	3.8433
28	3.8433	3.8433	78	3.8433	3.8433
29	3.8433	3.8433	79	3.8433	3.8433
30	3.8433	3.8433	80	3.8433	3.8433
31	3.8433	3.8433	81	3.8433	3.8433
32	3.8433	3.8433	82	3.8433	3.8433
33	3.8433	3.8433	83	3.8433	3.8433
34	3.8433	3.8433	84	3.8433	3.8433
35	3.8433	3.8433	85	3.8433	3.8433
36	3.8433	3.8433	86	3.8433	3.8433
37	3.8433	3.8433	87	3.8433	3.8433
38	3.8433	3.8433	88	3.8433	3.8433
39	3.8433	3.8433	89	3.8433	3.8433
40	3.8433	3.8433	90	3.8433	3.8433
41	3.8433	3.8433	91	3.8433	3.8433
42	3.8433	3.8433	92	3.8433	3.8433
43	3.8433	3.8433	93	3.8433	3.8433
44	3.8433	3.8433	94	3.8433	3.8433
45	3.8433	3.8433	95	3.8433	3.8433
46	3.8433	3.8433	96	3.8433	3.8433
47	3.8433	3.8433	97	3.8433	3.8433
48	3.8433	3.8433	98	3.8433	3.8433
49	3.8433	3.8433	99	3.8433	3.8433
50	3.8433	3.8433	100	3.8433	3.8433



**WT GROUP**  
 Engineering, Architecture, Surveying & Construction  
 1000 W. LAUREL DRIVE, SUITE 100, ROCKFORD, IL 61102  
 (815) 398-1100  
 (815) 398-1101  
 (815) 398-1102  
 (815) 398-1103  
 (815) 398-1104  
 (815) 398-1105  
 (815) 398-1106  
 (815) 398-1107  
 (815) 398-1108  
 (815) 398-1109  
 (815) 398-1110





**METRIX INDUSTRIAL PARK**  
 I-90 & ROUTE 20  
 HAMPSHIRE, ILLINOIS

**SITE PLAN**  
 2173581.CUB  
 7.6.2016



LOVE'S CROSSING/METRIX DRIVE AREA: R.O.W. AREA (#2,7448 AC.)	#119,563 S.F.
LOT 1: LOVE'S TRAVEL STOP SITE AREA (#33,0463 AC.)	#1,439,497 S.F.
LOT 3: LOVE'S FUTURE EXPANSION SITE AREA (#7,5395 AC.)	#328,420 S.F.
LOT 4: TRUCK SALES SITE AREA (#13,0970 AC.)	#569,198 S.F.
LOT 5: AVAILABLE AREA SITE AREA (#8,7534 AC.)	#424,858 S.F.
LOT 6: DETENTION SITE AREA (#3,8509 AC.)	#167,745 S.F.
LOT 7: AVAILABLE AREA SITE AREA (#8,3989 AC.)	#365,899 S.F.
LOT 8: DETENTION SITE AREA (#5,1192 AC.)	#223,982 S.F.
LOT 9: FLOOD PLAIN SITE AREA (#6,7542 AC.)	#294,212 S.F.
LOT 10: FLOOD PLAIN SITE AREA (#10,0811 AC.)	#439,132 S.F.

**RMC HOLDINGS HAMPSHIRE, LLC**  
 DEVELOPERS  
 Dave Schmidt 847-404-3851  
 Linda Kost 847-910-8820

01-03-276-001

ROSEROCK HOLDINGS LLC,

RYAN LLC - SHERI STOTTS

15 W 6TH ST STE 2400

TULSA, OK, 741195417

01-03-176-002 & 01-03-176-003

STREAMS EDGE PROPERTIES LLC,

ANTHONY ROCCO

6450 POE AVE STE 311

DAYTON, OH, 454142647

01-03-176-004

RMC HOLDINGS HAMPSHIRE LLC,

DAVE SCHMIDT, REALTY METRIX COMMERCIAL

2390 ESPLANADE DR STE 201

ALGONQUIN, IL, 601025465

01-03-200-028 & 01-03-100-002 & 01-03-227-001

GIN FAMILY PARTNERSHIP LLC,

2343 W HARRISON ST APT 3

CHICAGO, IL, 606123796



Client: Truck Country

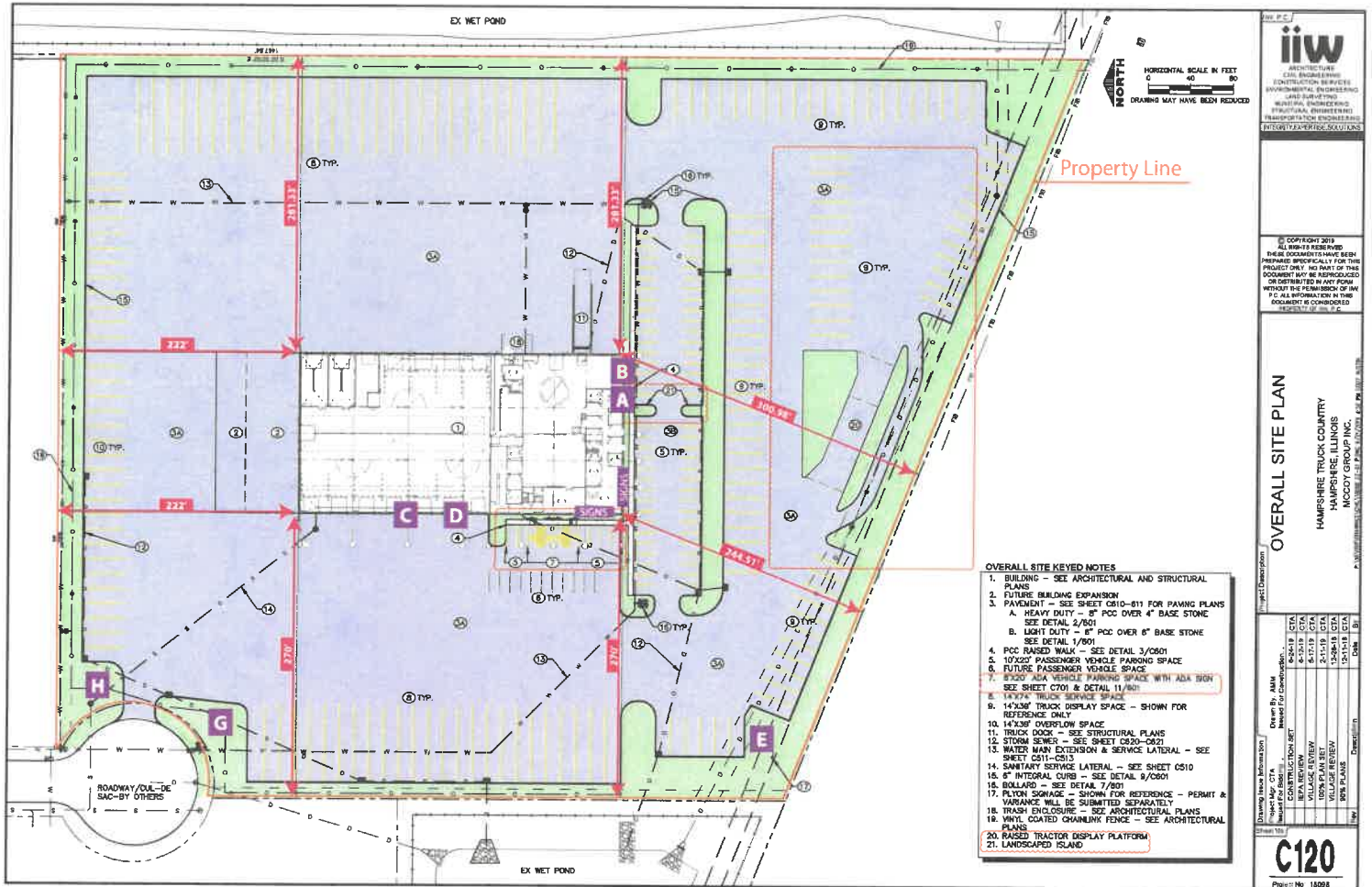
Project: Sign Locations

Revision: 1

Date: 07/14/2020

Address: 205 Metrix, Hampshire, IL 60140

Locations of Signs



F. PANEL ON LOVE'S SIGN NOT ON MAP.



MARK YOUR SPACE 1235 Humbracht Circle Unit J Bartlett, IL. 60103 (630) 289-7082

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**iiw**  
ARCHITECTURE  
Civil, Building, Survey  
CONSTRUCTION SERVICES  
ENVIRONMENTAL, ENGINEERING  
LAND SURVEYING  
LAND DEVELOPMENT  
PLANNING, ENGINEERING  
TRANSPORTATION ENGINEERING  
INTERIOR EXPERIENCE SOLUTIONS

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**OVERALL SITE PLAN**

HAMPSHIRE TRUCK COUNTRY  
HAMPSHIRE, ILLINOIS

Drawn By: JMM	Scale: 1/8" = 1'-0"
Checked By: JMM	Scale: 1/8" = 1'-0"
Project No: 15008	Scale: 1/8" = 1'-0"
Revision: 1	Scale: 1/8" = 1'-0"
Date: 07/14/2020	Scale: 1/8" = 1'-0"
Client: Truck Country	Scale: 1/8" = 1'-0"
Address: 205 Metrix, Hampshire, IL 60140	Scale: 1/8" = 1'-0"

**C120**

Client: Truck Country

Project: Illuminated Wall Box Signs - A & B

Revision: 1

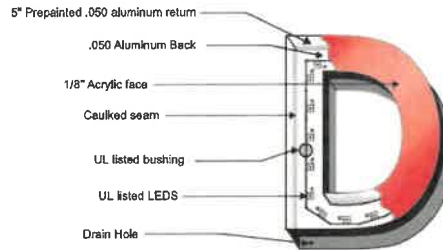
Date: 07/14/2020

Address: 205 Metrix, Hampshire, IL 60140

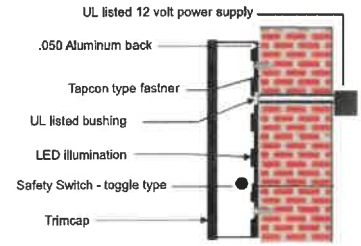
**A. ILLUMINATED WALL SIGN:**  
Sign Face: 4'1" x 4'1"  
Sq. Ft.: 16.67  
To be produced by vendor



**B. ILLUMINATED WALL SIGN:**  
Sign Face: 4'1" x 4'1"  
Sq. Ft.: 16.67  
Provided by Cummins (already onsite)

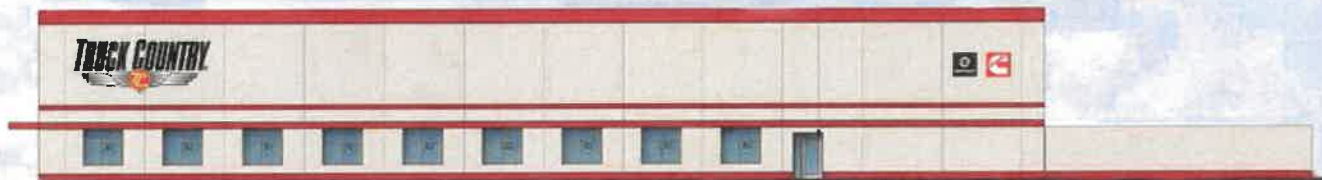


FRONT VIEW



SIDE VIEW

### South End Elevation



**MARK YOUR SPACE**  
1235 Humbracht Circle  
Unit J  
Bartlett, IL. 60103  
(630) 289-7082

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Client: Truck Country

Project: Dimensional Letter Signs - C & D

Revision: 1

Date: 07/14/2020

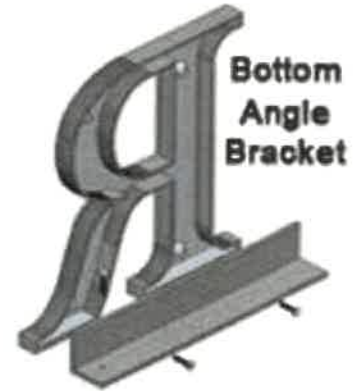
Address: 205 Metrix, Hampshire, IL 60140



**C. DIMENSIONAL LETTERS  
TRUCK SALES**  
Size: 126" x 11"



**D. DIMENSIONAL LETTERS  
TRUCK SALES**  
Size: 100" x 11"



**MARK  
YOUR  
SPACE** 1235 Humbracht Circle  
Unit J  
Bartlett, IL. 60103  
(630) 289-7082

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Client: <u>Truck Country</u>	Project: <u>Illuminated Pylon - E</u>	Revision: <u>1</u>	Date: <u>07/14/2020</u>
Address: <u>205 Metrix, Hampshire, IL 60140</u>		<b>Dimensions</b>	

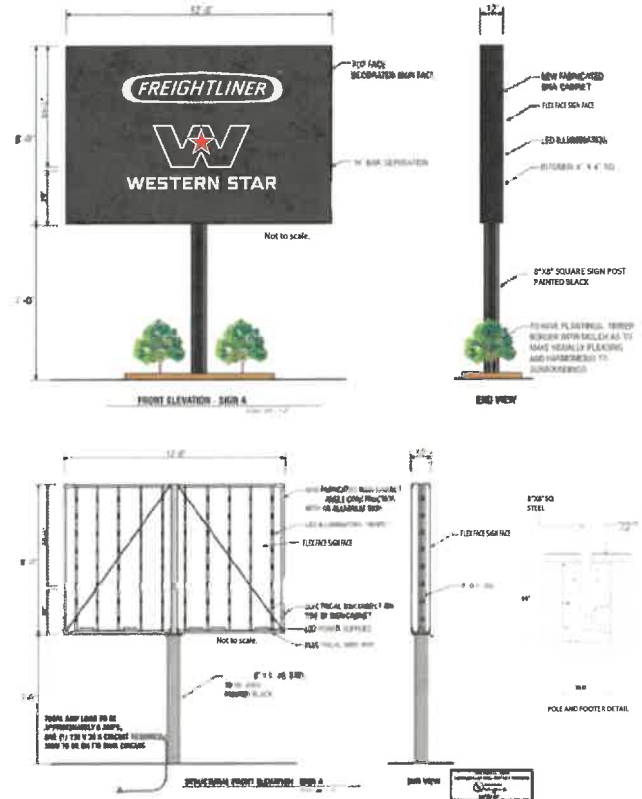
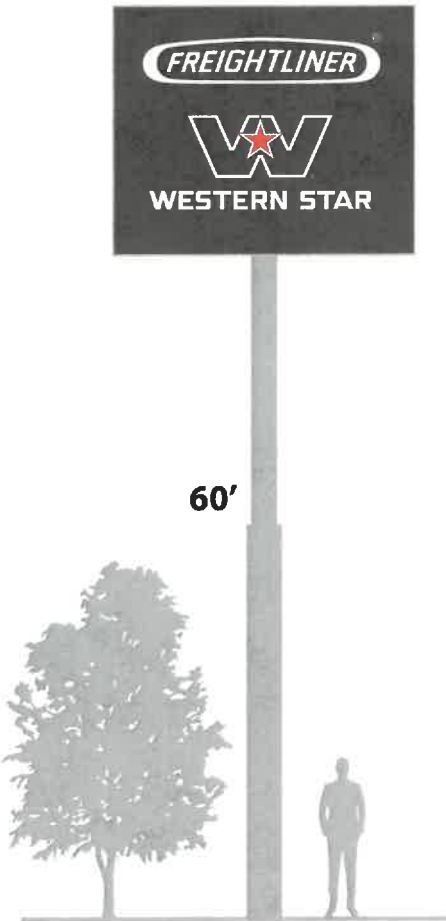
Sign Face: 17'8"W x 14'3"H

Sign Face Sq. Ft.: 251.75

Overall Height: 60'

**Sign Description**

Flex Face Panels with Cabinet



<p><b>MARK YOUR SPACE</b></p>	<p>1235 Humbracht Circle Unit J Bartlett, IL. 60103 (630) 289-7082</p>	<p><i>This artwork is not to be reproduced, copied or exhibited in any fashion without the permission of Mark Your Space, Inc. Any use of this artwork without written permission automatically requires the user to pay Mark Your Space, Inc. \$750.00 design fee.</i></p>	<p><i>This computer generated artwork is to be viewed as a representation only. Colors represented on this computer image or color print out, may not exactly match PMS chips, vinyl, or paint color. Descriptions may vary with the actual fabrication.</i></p>
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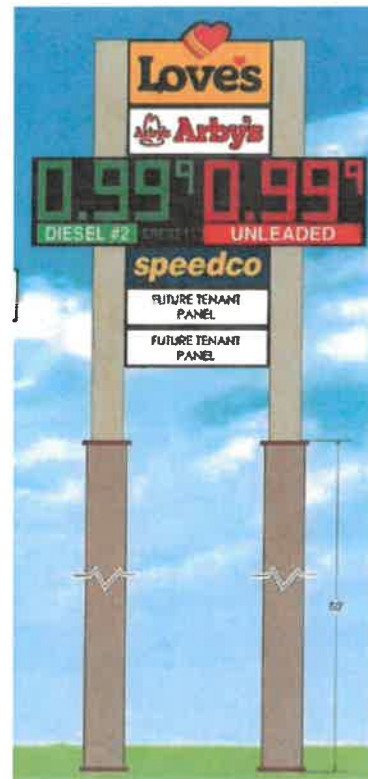
Client: Truck Country

Project: Love's Panel Sign - F

Revision: 1

Date: 07/14/2020

Address: 205 Metrix, Hampshire, IL 60140



**F. Love's Panel SIGN:**  
Sign Face: 5' x 18'  
Sq. Ft.: 90  
• Double-Sided  
• Illuminated



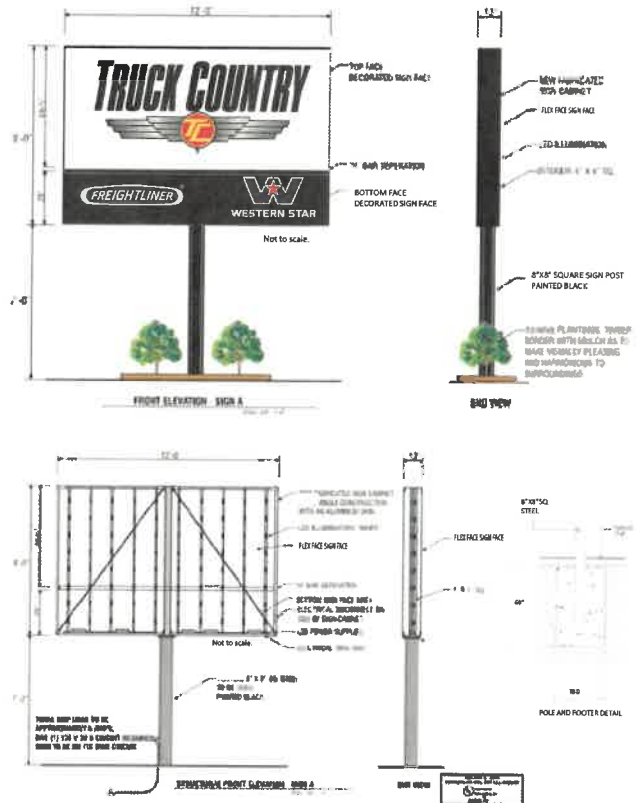
1235 Humbracht Circle  
Unit J  
Bartlett, IL. 60103  
(630) 289-7082

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Client: <u>Truck Country</u>	Project: <u>Illuminated Monument Sign - G</u>	Revision: <u>1</u>	Date: <u>07/14/2020</u>
Address: <u>205 Metrix, Hampshire, IL 60140</u>		<b>Dimensions</b>	
		Sign Face 1: <u>5'6" W x 10' H</u>	
		Sign Face 2: <u>2'6" W x 10' H</u>	
		Overall Height: <u>20'</u>	

**Sign Description**  
Flex Face Panels with Cabinet



 <p><b>MARK YOUR SPACE</b></p>	<p>1235 Humbrecht Circle Unit J Bartlett, IL 60103 (630) 289-7082</p>	<p><i>This artwork is not to be reproduced, copied or exhibited in any fashion without the permission of Mark Your Space, Inc. Any use of this artwork without written permission automatically requires the user to pay Mark Your Space, Inc \$750.00 design fee.</i></p>	<p><i>This computer generated artwork is to be viewed as a representation only. Colors represented on this computer image or color print out, may not exactly match PMS chips, vinyl, or paint color. Descriptions may vary with the actual fabrication.</i></p>
---	---	--	--

Client: Truck Country

Project: Illuminated Directional Sign - H

Revision: 1

Date: 07/14/2020

Address: 205 Metrix, Hampshire, IL 60140

**Dimensions**

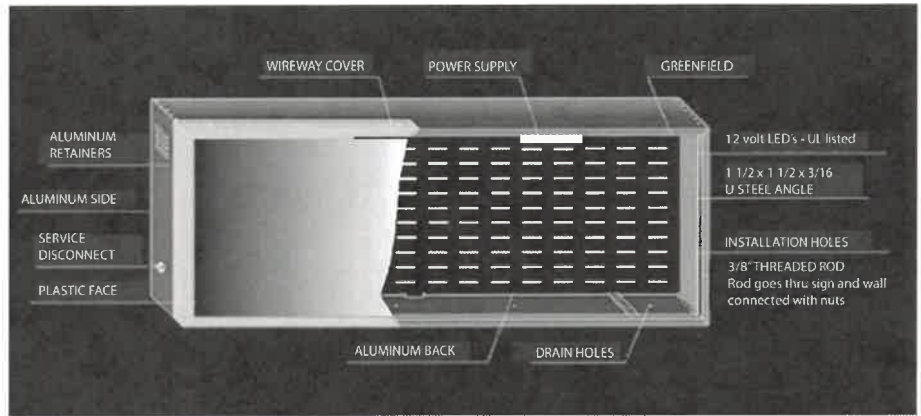
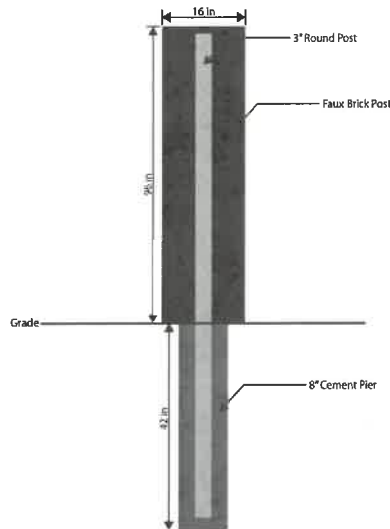
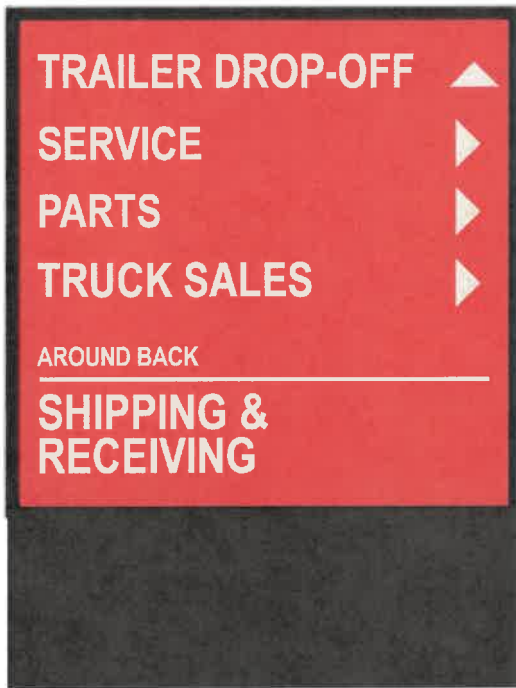
Sign Face: 6'W x 6'H

Sign Face Sq. Ft.: 36

Overall Height: 8'

**Sign Description**

- Single-Sided
- Illuminated



**MARK YOUR SPACE**

1235 Humbracht Circle  
Unit J  
Bartlett, IL 60103  
(630) 289-7082

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July 14, 2020

Jeff Magnussen

Village President

Village of Hampshire

234 S. State Street

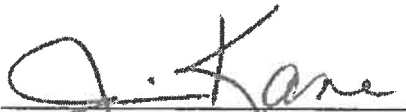
Hampshire, IL 60140

Mr. Magnussen:

Wausau Limited Partnership (Truck Country), is the owner of the property located at 19N430 Route 20. The property is located on the southwest side of US Route 20, to the northeast of Interstate Highway 90. The property consists of Lots 5, 6 & 7 of the Hampshire Business Park. Wausau Limited Partnership hereby permits Mark Your Space, LLC to submit zoning applications to the Village of Hampshire

Respectfully,

Signature:



Name:

JIM KANE

Date:

7.14.2020