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ADDITIONAL CORRESPONDENCE BETWEEN THE VILLAGE, WEBER PACKAGING SOLUTIONS, AND HAMILTON PARTNERS

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To: Village of Arlington Heights Plan Commission

Submitted By: The Winkler Group LLC
1699 E. Woodfield Road, Ste. 400
Schaumburg, IL 60173

On Behalf of: Weber Packaging Solutions, Inc.

Date: March 2, 2018

Matter: Hamilton Partners proposed project for the property known as 703-709 W. Algonquin Road, Arlington Heights

Concerns re: Proposed Project (703-709 W. Algonquin Road)

Weber Marking Systems, Inc. d/b/a Weber Packaging Solutions (“WPS”) remains committed to communicating its concerns regarding the Hamilton Partners proposed project eventually consisting of a 330,720 square foot distribution center with 64 exterior doors and 4 drive-in doors (“Proposed Project”) to be located on the property at 703-709 W. Algonquin Road (“Subject Property”).

The five major concerns that have not yet been adequately addressed and/or resolved by Hamilton Partners in connection with the Proposed Project can be summarized as follows:

- (A.) Inadequacy of Traffic Operations Analysis (“Operational Issues”);
- (B.) Uncertainty of Legal Access (“Legal Issues”);
- (C.) Overburdening Traffic congestion in and around the Golf Road, Algonquin Road and Meijer Drive public access streets (“Traffic Congestion”);
- (D.) Failure to address relocating utilities (“Utility Relocation”); and
- (E.) Inadequate Water Management Planning (“Water Management Concerns”).

The Proposed Project has many unresolved, yet interrelated issues. Accordingly, it is not suggested that the above five concerns contain all of the issues relating to the Proposed Project. As a proposed solution to one issue is recommended, other issues could be impacted or created. Accordingly, WPS requests that a more careful,

comprehensive review of the Proposed Project be undertaken by the Village of Arlington Heights and/or Hamilton Partners prior to its approval of the Proposed Project by the Plan Commission. Some of the unresolved issues concern, in part, significant safety issues to both vehicles and pedestrian traffic.

The issues identified above are more fully discussed in detail below, with the lettered paragraphs corresponding to the five (5) concerns summarized above.

(A.) Inadequacy of Traffic Operation Analysis (“Operational Issues”)

The Proposed Project will significantly and adversely affect traffic flows in and on the 44’ foot cross easement private access road (“Private Cross Easement”). Summarily, it appears that trucks entering and leaving the Proposed Project will almost certainly be slowing down, stopping and/or turning on the Private Cross Easement.

The issues involving the adequacy of the Private Cross Easement have been a major topic since the inception of the Proposed Project.

At a meeting of The Plat and Subdivision Committee on March 22, 2017, the following comment was recorded in the minutes:

“Mr. Hubbard mentioned that the subject property shared a private drive aisle with the property to the west, and staff did not know if a formal reciprocal easement agreement or cross access easement was established for this shared drive aisle. If not, then this must be recorded during the PUD process. It would be important for the applicant to take this into consideration during the design of the site, and information would be required on the functionality of this shared access this during the Plan Commission process.” [our emphasis]

Later, at the same meeting, Commissioner Jensen identified this issue and commented as follows:

“Commissioner Jensen said the traffic study should assess the ability of the shared drive, Meijer Drive, and the intersection of Algonquin Road and Meijer Drive, to determine their ability to accommodate the traffic that could be generated by this development. He asked if access to the site could come from Algonquin Road”. [our emphasis]

Finally, after further discussion on the Subject Property, Commissioner Jensen still seemed unconvinced that the access issue was resolved and stated as follows:

“Commissioner Jensen said he was a little concerned about the number of trucks and the conditions of the roads”.

Contrary to the warnings from Arlington Heights staff and the Board Commissioners, the Proposed Project went forward without any resolution to the access issues.

At the Plan Commission meeting held on January 24, 2018, the Commissioners asked Mr. Wauterlek (of Hamilton Partners) about “flipping” the design of the building so that access to the truck docks would be from the east side, thereby essentially eliminating this serious access issue. Mr. Wauterlek’s reply, paraphrasing, was that such a change would not be made since it would require “some government approvals.” It was not specified what “government approvals” were needed.

Following the January 24, 2018 Plan Commission meeting, Hamilton Partners was apparently asked to prepare an “Operational Analysis” demonstrating that the Private Cross Easement would accommodate the building design. The request resulted in a single “Truck Routing Exhibit” which is attached. The analysis lacks detail, specifically and, most importantly seems to support WPS’s concerns that the Private Cross Easement cannot adequately support the truck traffic to be created by the Proposed Project.

WPS retained Christopher B. Burke Engineering, Ltd. (“CBBEL”) to provide a comprehensive review and analysis relating to the Operational Issues. A letter from CBBEL summarizing the issues is attached. The major concerns outlined by CBBEL are as follows:

1. The Developer should demonstrate with truck turning templates that large multi-unit vehicles (WB-65 and/or WB-67) will not encroach onto WPS’s parking lot.
2. The Truck Routing Exhibit should be expanded to demonstrate adequate space for truck maneuvering with trucks already docked.
3. The Developer should demonstrate with truck turning templates that the above referenced trucks will not encroach onto the Private Common Easement when accessing the loading docks. The failure to demonstrate same would create serious safety concerns.
4. A pavement assessment should be performed to determine the pavement’s suitability to withstand the weight of the trucks.
5. The IDOT comments contained in their December 19, 2017 letter should all be addressed to IDOT’s satisfaction.

All of the above concerns should be adequately resolved prior to consideration of approval by the Plan Commission.

(B.) Uncertainty of Legal Access (“Legal Issues”)

The WPS plant located at 711 W. Algonquin Road, which is located immediately west of and contiguous to the Subject Property, was built by WPS approximately 50 years ago (“WPS Property”).

Members of the Weber family personally acquired and developed the south portion of the Subject Property and built a commercial building often referred to as the “Weber Atrium” building. The Weber Atrium building was recently acquired by Hamilton Partners. It continues to be in operation leasing space to many commercial tenants. At the time of the construction of the Weber Atrium, private cross easements

were established (in 1977 and 1978) so that vehicular traffic could access both the Weber Atrium and the WPS plant from the Private Cross Easement.

At the time of the construction of the Meijer store in approximately 2004, an Easement Agreement (recorded with the Cook County Recorder of Deeds as Document Number 0608244082) was entered into (among WPS and the owners of the Subject Property) which abrogated some of the prior easements and created a 44' cross easement between the Weber Property and the Subject Property ("Easement Agreement"). WPS contributed 22' to the Private Cross Easement, and the Subject Property (then owned by members of the Weber family) contributed 22' to the Private Cross Easement. The Easement Agreement provides that the Private Cross Easement would be maintained by WPS at its sole cost and expense (WPS is referred to as WMS in the document). The precise language contained in the Easement Agreement is as follows:

"11. Maintenance of Private Road. WMS agrees to repair and maintain, at its sole cost and expense, the private road..."

According to a cost analysis and impact study performed internally by WPS personnel, it would cost approximately \$250,000 in order for the Private Cross Easement to be improved to withstand the additional truck traffic and stress to the driveway foundation. It is fundamentally unfair for the Village to approve a project which places such an enormous financial burden on a third party having no financial interest in the Proposed Project.

The Private Cross Easement establishes mutual rights to both the dominant estate holder and the servient estate holder. These mutual rights run with the land, per the terms of the Easement Agreement, and allow the easement holder to take reasonable action to enjoy the purposes for which the easement was granted. These mutual rights may be terminated should an undue burden be placed on the easement holder's use of the easement.

In determining the scope of the easement, recognition that an implied easement is the product of the intention of the parties to the conveyance is crucial. *Emanuel v. Hernandez*, 313 Ill. App. 3d 192, 196, 728 N.E. 2d 1249, 1252 (2000). An undue burden may arise through a variety of circumstances which "hamper the servient owner's control or use of the land by going beyond what is reasonable use of the easement." *Doan v. Allgood*, 310 Ill. 381, 141 N.E. 779 (1923). The question of reasonableness is one of fact in the circumstances.

Seymour v. Harris Trust & Savings Bank, 264 Ill. App. 3d 583, 596 (1994). At the time of the execution of the Easement Agreement, the Private Cross Easement established a 44' strip to be used as a way of access for employees of WPS and for tenants of the Weber Atrium. The Private Cross Easement was intended to be used and has been used for both automobile traffic and pedestrian traffic, not heavy commercial vehicle traffic. The addition of heavy commercial traffic to the roadway on the Private Cross Easement, which will increase the maintenance costs solely born by WPS, directly contradicts the intention of the parties who established the easement and creates an undue burden on WPS.

In the event that the facts and circumstances demonstrate an undue burden is placed on WPS, several legal remedies are available to the easement holder. These legal remedies may include, but are not limited to, removal of an obstruction to the easement, compensatory damages or extinguishment of the easement in whole.

Importantly, the Easement Agreement contains language stating that a Party's use of the Private Common Easement "shall not unreasonably interfere with any **one of the Party's uses thereof...**" [our emphasis]

The intent of the Private Cross Easement as reflected in the Easement Agreement could be determined to be contrary to the uses contemplated by the Proposed Project. The uncertainty of the effects of this Proposed Project and a potential undue burden on the easement holder creates a legal uncertainty if the Proposed Project is approved without further analysis.

(C.) **Overburdening Traffic Congestion in and around the Golf Road, Algonquin Road and Meijer Drive Public Access Streets ("Traffic Congestion")**

Hamilton Partners retained KLOA to prepare a traffic study of the area in and around the Proposed Project.

The accuracy of certain aspects of that study have been questioned. For example, the City of Rolling Meadows in a letter to the Village of Arlington Heights dated January 17, 2018 raised the following question:

“Why is the Weber Marking Systems traffic never mentioned in the Traffic Impact Study? It is as if the facility is not even there.”

The response from KLOA dated January 18, 2018, the very next day, is as follows:

“It’s included.”

After careful review of the KLOA Study, the “inclusion” of the WPS plant was never found.

Furthermore, WPS, through counsel, raised the issue of the projections set forth in the traffic study relating to the Proposed Project. For example, the following language appears in the KLOA traffic study:

“Overall, the development will have a low impact
On the surrounding roadway network.” (p. 1)

WPS questions the conclusion of KLOA that the Proposed Project will generate a “low impact” on traffic. Page 14 of the KLOA report references Table 1 which estimates daily truck and passenger vehicle trips to the Proposed Project. Table 1 estimates 276 daily truck trips and 1,104 daily passenger vehicle trips. Given the nature of the Proposed Project, these figures don’t seem accurate, nor can they be described as “low impact”. Pages 14 and 17 of the KLOA report are attached.

The traffic projections appear to be wildly inaccurate. It was previously suggested, and suggested again, that the actual operations of properties similar to the Proposed Project be observed and analyzed to either support or contradict the traffic projections which seem to underestimate the amount of truck traffic to be created by the Proposed Project.

(D.) Failure to address relocating utilities (“Utility Relocation”)

WPS personnel performed a visual inspection of the Private Cross Easement area. There are utility easements broadly granted over, above, under and upon the Private

Cross Easement. It was observed that some or all of the utility companies may have wires, pipes, conduits and/or other equipment actually in place on or immediately adjacent to the Private Cross Easement. There has been, to WPS's knowledge, no adequate plan to address the Utility Relocation and, if necessary, how such work can or will be performed in order to minimize any interference with WPS's operation and equally important, as to who will pay the cost of such Utility Relocation. As stated before, the Easement Agreement would burden WPS with all such costs.

The ALTA Survey contained in Hamilton Partner's submittals was prepared by Gentile and Associates, Inc. The ALTA survey clearly shows a 12" Water Main in the Private Cross Easement. Furthermore, parts of the Storm and Sanitary Sewer Structure lie within the Private Cross Easement. As relates to underground utilities, these have not been specifically identified in the surveys. In fact, the ALTA survey (Sheet 3 of 3) contains the following specific warning relating to the location of underground utilities:

“NOTES:

THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE ANY EXCAVATION BEGINS ALL UTILITY COMPANIES SERVING THE PROPERTY SHOULD BE CONTACTED FOR VERIFICATION OF FIELD LOCATION.”

Obviously, some major concerns of WPS include who would pay for the fees and costs and, in the event of a collapse of a pipe due to heavy truck traffic, who would pay for such repair.

(E.) Inadequate Water Management Planning (“Water Management Concerns”)

At the time of the Meijer development, significant water detention issues were raised and, following significant study and analysis, were adequately addressed. The resolution of the Water Management Concerns involved establishing two (2) additional large water detention areas and numerous easements. The Water Management Concerns were professionally analyzed and adequately addressed a substantial cost to the City of Rolling Meadows, Meijer, WPS and the Weber family.

WPS and the Weber family have personally stated to the Plan Commission that significant Water Management Concerns exist in connection with the Proposed Project. These concerns are set forth in a letter prepared by CBBEL and previously submitted to staff of the Village of Arlington Heights. A copy of that letter is attached. The concerns raised have not been adequately addressed to the knowledge of WPS.

Recommended Actions.

WPS and the Weber family recommends that approval of the Proposed Project by the Plan Commission be withheld at this time. At a minimum, the following actions should be undertaken, at the cost of Hamilton Partners, in order to satisfy all interested entities that approving the Projected Project is prudent:

- (A.) Obtain a thorough, independent study addressing the Operational Issues;
- (B.) Address the Legal Issues (or, as an alternative, Hamilton Partners should engage in good faith negotiations with WPS and the Weber family regarding the construction and maintenance issues relating to the Private Cross Easement);
- (C.) Obtain a separate, independent Traffic Study addressing more fully the Traffic Congestion issues;
- (D.) Obtain a thorough analysis of all issues relating to the relocation of utilities located on the Private Common Easement;

- (E.) Address the Water Management Concerns to show that the Proposed Project will not create water flow and detention/retention issues on the WPS Property or the Subject Property; and
- (F.) Obtain the unqualified approval from IDOT as set forth in the IDOT letter dated December 19, 2017.

Without the foregoing actions, WPS believes that it is unwise and reckless for the Plan Commission to approve the Proposed Project. If the Plan Commission approves the Proposed Project, the myriad of unresolved issues will be simply transferred to the Village Board for resolution.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

March 1, 2018

Weber Packaging Solutions, Inc.
711 West Algonquin Road
Arlington Heights, IL 60005

Attention: Douglas A. Weber

Subject: Traffic Operations analysis of proposed development of a warehouse distribution center located at 703-723 W. Algonquin Road in Arlington Heights, Illinois by Hamilton Partners (the "Developer") ("Proposed Development")

Dear Mr. Weber:

As you are aware, I am an Illinois licensed engineer and a Vice President of Christopher B. Burke Engineering Ltd. ("CBBEL"). I am the head of the Traffic Operations Department at CBBEL. I have been employed in such capacity for approximately 23 years. Prior to being the department head of the Traffic Operations Department, I worked as a transportation engineer for approximately 10 years. My full biographical information is attached.

CBBEL has prepared a preliminary review of the traffic operations analysis with regards to the Proposed Development on the property to the east of the Weber Packaging Solutions, Inc. ("WPS") facility (hereinafter referred to as "Subject Property"). We have been provided a conceptual site plan of the Subject Property prepared by Ware Malcomb dated January 9, 2018 as well as copies of various correspondence regarding the project.

You informed me that WPS operates a two shift per day manufacturing facility. There are approximately 90 vehicles entering and leaving the WPS facility during the morning 8-hour shift and approximately 50% of that number during the second shift. I have been told that the hours of the two shifts are from 7 a.m. to 3:30 p.m. and from 3:30 p.m. to 1:00 a.m.

In addition, WPS has 4 truck dock doors on the north side of the WPS building which are receiving docks. There are 4 additional dock doors on the east side of the building which is the shipping area.

All the automobile traffic as well as most of the shipping trucks utilize the "Cross Easement" property for ingress and egress. The Cross Easement property is the 44' wide area located between the WPS property and the Subject Property, with each property contributing 22' to the 44' area.

Based upon our review of the information and documentation provided to us, there are a number of concerns relating to the Proposed Development. Five of the most significant initial concerns are summarized as follows:

1. The conceptual plan indicates there will eventually be a total of 68 truck docks facing the Cross Easement drive and WPS's main parking lot. Prior to the approval of the Proposed Development, the Developer should demonstrate that trucks entering and exiting the truck dock area will not encroach on the WPS's parking lot. This should be illustrated using truck turning templates for large multi-unit vehicles (WB-65 and/or WB-67) and should include trucks entering and exiting the loading docks. The encroachment of the trucks onto WPS's parking lot would create a hazardous situation particularly to automobiles and pedestrian traffic.
2. The truck turning diagram that was provide shows only one truck at the loading docks. The turning analysis should illustrate trucks already parked at the dock and how trucks entering are able to maneuver with trucks parked at the dock. Further the analysis should reflect trucks entering/exiting the entire length of the Cross Easement and not just in front of the docks to reflect travel paths, etc.
3. We presume that the Proposed Development will operate 24 hours a day. Interaction between the warehouse traffic (both cars and trucks) and WPS's existing employee traffic creates significant concerns from a safety perspective. To alleviate some concerns, the Developer should provide an operational drawing, including truck turning templates, to show that trucks attempting to access the loading docks stage from the private access road will not encroach upon the Cross Easement drive thereby encumbering overall traffic operations.
4. The Cross Easement drive will be impacted by the significant amount of heavy trucks and vehicles that will be generated by the proposed development. A pavement assessment of the Cross Easement drive should be performed by the Developer to determine if it needs to be repaved and/or reconstructed as part of the Proposed Development.

I have been informed that the existing Cross Easement drive is approximately 50 years old. Based upon the roads age, condition and intended us for automobile traffic, it is unlikely that it is suitable for withstand the stress of heavy truck traffic.

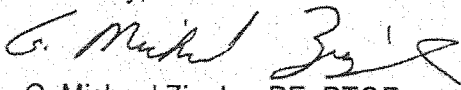
5. The Illinois Department of Transportation ("IDOT") had several review comments based upon its December 19, 2017 letter to the developer's engineer regarding site access, drainage, ADA requirements and the traffic impact study that was prepared for the

development. These comments evidence some serious concerns relating to the proposed project. At a minimum, prior to approval of the Proposed Development, these concerns should be addressed by the developer and approval received from IDOT.

The above comments should not be construed as an exhaustive list of all issues, comments and concerns relating to traffic operations at the Proposed Development. The above comments represent CBBEL's preliminary evaluation following a review of the information and documentation provided by you and The Winkler Group LLC.

If you have questions concerning our review, please let me know.

Sincerely,



G. Michael Ziegler, PE, PTOE
Vice-President
Head, Traffic Operations Department

cc: Thomas W. Winkler, JD, CPA – The Winkler Group LLC

GMZ/kar

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G. MICHAEL ZIEGLER, PE, PTOE
Vice President, Head, Traffic Operations Department

Mr. Ziegler is a professional engineer experienced in transportation engineering. His background includes transportation studies and the design of numerous infrastructure improvements for State agencies, counties and several local municipalities. In addition, his experience includes serving as an adviser to our municipal clients on various traffic and transportation committees. Through his municipal experience, he understands the dynamics associated with municipal transportation systems and the need to balance modal demands. This includes accommodating pedestrian and bicyclists as well as a robust public transportation system.

SPECIALTY STUDIES

IDOT V. Short Stack Illinois, LLC: LaGrange Road

White Castle Rest: 6059 S. LaGrange Road

Strip Center: 130-134 W. Irving Park Road

IDOT V. Abraham Suliman

Parcel ODU0049: Des Plaines River Road

Parcel ODU0064: Des Plaines River Road

Parcel ODU0073: Des Plaines River Road

Parcel ODU0064: Des Plaines River Road

EO-1A-12-048 Infinity Broadcasting: IL Route 53

Parcel NW-7A-12-011: I-90 & Elmhurst Road)

Parcel NW-7A-12-036: I-90 & Elmhurst Road)

Parcel 1JV006: Round Lake Beach

**ILLINOIS DEPARTMENT OF TRANSPORTATION
Signal Coordination and Timing (SCAT):**

- Central Office, PTB 172-029 Various/Various
- Central Office, PTB 162-035
- Central Office, PTB 158-038

Traffic Signal Design Services:

- District 1, PTB 164-010: Various/Various

Specialty Engineering Reports, District 1: Land Acquisition, Various/Various

HSIP Pedestrian and Bicyclists Assessment, McHenry and Kane Counties: PTB 149-004

Wood Street Reconstruction and Traffic Signal Modernization: PTB 173-001; 138th Street to 159th Street

LAKE COUNTY DIVISION OF TRANSPORTATION

Gilmer Road (Midlothian Road to IL Route 176): Phase I and II Adaptive Traffic Signal System, Traffic Signal Modernization and Ethernet System Improvements (PASSAGE)

Aptakisic Road (Brandywyn Lane to Park): Phase II Adaptive Traffic Signal System

Cedar Lake Road (Hart Road to Rollins Road): Phase I and II Traffic Signal System, Traffic Signal Modernization and Ethernet System Improvements (PASSAGE)

IL Route 83 (North Avenue to Millstone Drive): Phase I and II Traffic Signal System Fiber Optic Interconnect and Ethernet System Improvements (PASSAGE)

Peterson Road (Midlothian Road to IL Route 60): Phase I and II Roadway, Traffic Signal and Fiber Optic Interconnect and Ethernet System Improvements (PASSAGE)

YEARS EXPERIENCE: 33

YEARS WITH CBBEL: 23

EDUCATION

Bachelor of Science, 1984

**Civil Engineering,
North Carolina State University**

PROFESSIONAL REGISTRATION

**Professional Engineer, IL,
062.045853, 1990**

**Professional Engineer, IN,
PE10910736, 2009**

**Professional Engineer, WI,
40597-006, 2009**

CERTIFICATIONS

**Professional Traffic
Operations Engineer**

**Traffic Signal Technician
Level II, IMSA**

Fiber Optics Technician, Level I

PROFESSIONAL DEVELOPMENT

**2009 IDOT/ACEC Traffic
Signal Design Guidelines
(Developed and Presented)**

**2002 IDOT District 1 Traffic
Signal Design Guidelines
Seminar, CECI
(Developed and Presented)**

**1999 IDOT District 1 Traffic
Signal Design Guidelines
Seminar, CECI
(Developed and Presented)**

PROFESSIONAL AFFILIATIONS

**American Society of
Civil Engineers**

**Institute of Transportation
Engineers**

**International Municipal
Signal Association**



US Route 12 (Rand Road) - IL 176 to Miller Road: Phase I and II Traffic Signal System and Ethernet System Improvements (PASSAGE)

IL Route 120 (Belvidere Road) - IL 134 to US 45: Phase I and II Traffic Signal System and Ethernet System Improvements (PASSAGE)

Wadsworth Road and Green Bay Road: Phase I and II, Intersection Design Studies, Temporary and Permanent Signal Improvements, Video Detection System and Ethernet System Improvements

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

Traffic Signal and Electrical Engineering Design Services:

- 12-8TSDS-12-ES
- 09-8TSDS-08-ES

KANE COUNTY DIVISION OF TRANSPORTATION

Stearns Road-McLean Road to IL Route 25 Contract 4: Traffic signal plans in accordance with the Intersection Design Study

Randall Road (Dean Street to Main Street): Traffic Signal Modifications, Fiber Optic Interconnect and Ethernet Improvements

Randall Road (Red Haw to Binnie Road): Traffic Signal Modifications, Fiber Optic Interconnect and Ethernet Improvements

Randall Road Highway Safety Improvements: Traffic Signal Modernization Plans and ADA Improvements

MCHENRY COUNTY DIVISION OF TRANSPORTATION

Randall Road (Harnish Drive to Miller Road): Signal Coordination and Timing Study

Traffic Signal Timing Assistance and Review: Various

OTHER PROJECTS

Balmoral Avenue (Des Plaines River Road to N. Pearl Street), Rosemont: New Traffic Signal Installations, Fiber Optic Interconnect and Video Monitoring Improvements

Des Plaines River Road and I-90 WB Ramps/CTA Station Entrance, Rosemont: Phase I and II Intersection Design and Traffic Signal Modernization

Coordinated Signal System Upgrade, DeKalb: Phase I and II Traffic Signal System Replacement

Finley Road and IL Route 38 (Mariano's Entrance), Lombard: Phase I and II Intersection Design and Traffic Signal Modernization

Fountain Square Traffic Signal Modernization, Evanston: Sherman Avenue, Orrington Avenue, Davis Street, and Grove Street

Village-wide EVP Improvements, Crestwood

Central Traffic Management Systems (Washington Street), Naperville: Phase I and II

Adaptive Traffic Signal System (Washington Street and Aurora Avenue), Naperville: Phase I and II

TRAFFIC IMPACT STUDIES

Holly Brook Court Senior Living Center, Brazil, IN

Road Ranger, Tipton, IN

ComEd Site Redevelopment, Chicago

Downtown Bartlett Traffic Assessment

Downtown Algonquin IL 31 Bypass Traffic Study

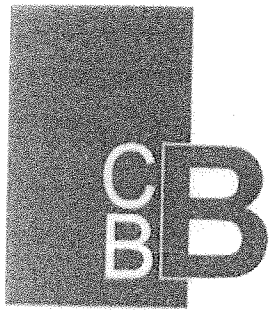
Fashion Outlets of Chicago Traffic Analysis and Assessment, Rosemont

Nowell Park Recreation Center, Joliet

RAILROAD QUIET ZONE STUDIES

- Bartlett - Spaulding Road (Milwaukee District West Service)
- Chicago Ridge - Ridgeland Avenue to Chicago Ridge Metra Station (Metra Southwest Service)
- Elmwood Park - Harlem Avenue to Grand Avenue (Metra Milwaukee District West Service)
- North Riverside/Riverside/Berwyn - 1st Avenue to Riverside Drive (Chicago Central and Pacific Line)
- New Lenox - Gougar Road to School House Road (EJ&E Line)
- Oak Lawn - Central Avenue to Kilbourn Avenue (Metra Southwest Service)
- Roselle - Rodenburg Road (Metra Milwaukee District West Service)
- Wayne - Army Trail Road (EJ&E Line)





CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

January 24, 2018

Weber Packaging Solutions, Inc.
711 West Algonquin Road
Arlington Heights, IL 60005

Attention: Douglas A Weber

Subject: Stormwater Review of Proposed Development of Arlington Heights Industrial Development at 703-723 W. Algonquin Road in Arlington Heights, IL

Dear Mr. Weber:

Christopher B. Burke Engineering, Ltd. (CBBEL) has prepared this preliminary review of the stormwater information provided to us with regards to the proposed warehouse development on the property to the east of your Weber Packaging Solutions, Inc. facility. We have been provided a report titled "Project Narrative and Storm Drainage Analysis for Arlington Heights Industrial, 703-723 Algonquin Road, Arlington Heights, IL." The report was prepared by RWG Engineering, LLC (RWG) and dated October 18, 2017.

Based on our review of the RWG report, we offer the following comments/concerns:

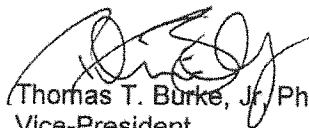
1. The existing property allows overland flow between the buildings and away from the Weber site. The overland flow path does not exist in the proposed conditions because of one long building. The overland flow routes should be illustrated on the plans. We believe they are taking the flow north and south but it is not clearly illustrated.
2. Is the area tributary to each pond maintained?
3. Where is the underground storage placed and what is the tributary area to it?
4. The overtop elevation of the south detention basin (along I-90) is to be raised from 715 to 715.4 which will raise the elevations in ponds not solely on the property to be developed.
5. The high water elevation of 715.4 is assumed for all detention calculations as a level pool. The head associated with the 10-year design pipes and overland flow should be determined in each depressional area.
6. The existing depressional storage is not addressed.
7. It is not noted where the permeable pavement is located.
8. Open water is accounted for in the RCN calculations but not included in the Modified Rational Method calculations.
9. No freeboard is proposed at the 2 detention ponds along Meijer Drive. IDOT required the ponds to have 2 feet of freeboard when they approved Meijer Drive.
10. The existing restrictors are modeled as 30 foot long pipes but it is not clear why this is assumed.
11. The reported allowable outflow rate applied in determining the proposed detention appear higher than would be allowed for the tributary areas.
12. The storage areas should be modeled independently based on their tributary areas.

A hydraulic model of the entire drainage system should be provided to check the assumptions.

The above comments should not be construed as an exhaustive list of all issues, comments and concerns relating to stormwater detention relating to the proposed project. The above comments represent CBBEL's analysis following a preliminary review of the RWG report which was provided to us one (1) week ago.

If you have questions concerning our review, please let me know.

Sincerely,



Thomas T. Burke, Jr., PhD, PE
Vice-President
Head, Water Resources Department

cc: Thomas W. Winkler, JD, CPA – The Winkler Group LLC

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March 9, 2018

Attn: Sam Hubbard

Development Planner
Department of Planning and Community Development
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

Tel: 847-368-5223

Re: 703-723 W. Algonquin Road Project – Planning Commission – Response Letter – Weber Packaging Solutions, Inc.

Mr. Hubbard,

The following is our Planning Commission Response Letter addressing the comments as outlined in the Review Letter as prepared by The Winkler Group LLC on behalf of Weber packaging Solutions, Inc. dated March 02, 2018 regarding the aforementioned project:

- A. **WEBER CONCERN:** Inadequacy of Traffic Operations Analysis (“Operational Issues”)
 - **MHC RESPONSE:** Traffic Operations – Truck maneuvers, including a WB-67, accessing the proposed docks will be within the 44’ easement area and will not encroach onto the WPS parking lot area outside the 44’ Ingress-Egress Easement area.
 - Please refer to the attached Truck Routing Exhibit dated 03/09/18 as prepared by RWG Engineering. - (3) Sheets
- B. Uncertainty of Legal Access (“Legal Issues”)
 - Please refer to the attached Memorandum dated 03/07/18 as prepared by Bruce E. Garner from the Law Office of Schirott, Luetkehans & Garner, L.L.C. - (20) pages
- C. **WEBER CONCERN:** Overburdening Traffic congestion in and around the Golf Road, Algonquin Road and Meijer Drive public access streets (“Traffic Congestion”)
 - **MHC RESPONSE:** The traffic study was conducted in compliance with IDOT and Village of Arlington Heights standards. The traffic capacity analyses were conducted using the accepted Synchro/Sim Traffic capacity analysis software. Vehicle trip generation rates were calculated using ITE Trip Generation data, which is an accepted publication.
 - Please refer to the Traffic Study dated 02/05/18 as prepared by KLOA. – (96) pages.



- D. WEBER CONCERN: *Failure to address relocating utilities ("Utility Relocation")*
- MHC RESPONSE: **Utility Relocations – The cost for any proposed utility relocations necessitated solely by the Proposed Project will be the responsibility of the Owners of the Proposed Project. Construction for any work within the WPS parcel will be coordinated with WPS and sequenced in a manner to minimize disruptions to WPS operations.**
 - Please refer to the attached Easement Overview Exhibit dated 03/09/18 as prepared by RWG Engineering. - (1) Sheet
 - Please refer to email dated 01/31/18 as sent by Paul Leder of RWG Engineering to Doug Weber of Weber Packaging.
- E. WEBER CONCERN: *Inadequate Water Management Planning ("Water Management Concerns")*
- MHC RESPONSE: **Storm Water Management – The proposed storm water management improvements have no negative impact to the WPS Property and actually reduce release rates from the Proposed Project parcel. The storm water management improvements for the Proposed Project will be in accordance with applicable local codes and ordinances, including the Village of Arlington Heights, MWRD, and IDOT.**

Please contact me directly if any of these responses are insufficient or if any further clarification is required in order to obtain approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joshua Spinks", with a long horizontal flourish extending to the right.

Joshua Spinks
Senior Project Manager
Morgan / Harbour Construction, L.L.C.

MEMORANDUM

TO: Village of Arlington Heights
Plan Commission

FROM: Hamilton Partners, Inc., by its Counsel:

Bruce E. Garner
Law Office of Schirott, Luetkehans & Garner, LLC
105 East Irving Park Road
Itasca, IL 60143
(630) 773-8500

SUBJECT: Petition No. PC 17-013
Hamilton Partners, Inc.'s Petition for approval of a PUD and Subdivision
Subject Property: 703-723 West Algonquin Road, Arlington Heights, IL

DATE: March 7, 2018

LEGAL ACCESS – “LEGAL ISSUES”.

On March 2, 2018, the Winkler Group LLC (“Winkler”) submitted a Memorandum to the Village of Arlington Heights Plan Commission (the “Village”) on behalf of Weber Packaging Solutions, Inc. (“Weber”). Section B of the Memorandum is entitled “Uncertainty of Legal Access (‘Legal Issues’).” However, contrary to the title of that Memorandum’s Section B, and as detailed below, there is no doubt as to the certainty of the legal access granted to Hamilton Partners, Inc.’s (“Hamilton”) property.

As indicated in Weber’s Memorandum, access to both the Weber property and the Hamilton property from Meijer Drive is guaranteed by a perpetual Easement Agreement (the “Agreement”) recorded in the Cook County Recorder of Deeds Office on March 23, 2006 as Document No. 0608244082. A copy of the Agreement is attached hereto as Exhibit A. The Agreement was drafted by Thomas W. Winkler, the same attorney who prepared Weber’s Memorandum to the Village on March 2, 2018. In the Agreement, Winkler ensured that the benefits and burdens of the Easement would “run with the land”, as paragraph 12 provides that:

All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.

Accordingly, when Hamilton succeeded to the ownership interest in the subject property, it also succeeded to the easement interests recorded in the Agreement.

As explained in Weber's Memorandum, Weber and Hamilton both derive their access to their respective properties through a mutual easement - a 22-foot strip of land running in a north-south direction along the boundary of each parcel of property from Meijer Drive all the way to the southern border of the Weber and Hamilton parcels (the "Easement"). Each party benefits from the use of 22 feet of the other's parcel and is likewise burdened by the other's use of 22 feet of their parcel. However, as recognized by Weber in its Memorandum, the Agreement provides that Weber is solely responsible for the repair and maintenance of that private road which was constructed in the Easement. (*See* Ex. A, ¶ 11)

A. Easement Not Confined to Present Uses.

In its Memorandum, Weber complains that the use contemplated by Hamilton's plans is unreasonable and places an undue burden on Weber, since it must maintain and repair the Easement. Weber states that the Easement was "intended to be used and has been used for both automobile traffic and pedestrian traffic, not heavy commercial vehicle traffic" and that the use planned by Hamilton Partners "...directly contradicts the intention of the parties who established the easement and creates an undue burden on [Weber]". However, in making this argument, Weber conveniently ignores seminal terms in the Agreement drafted by Weber's counsel. Paragraph 5 of the Agreement clearly states:

5. Use of Easement Premises.

The use of the Easement Premises referred to in paragraphs 1, 2, 3, and 4 above ***are not confined to present uses*** of the Weber parcel, the Oak Pointe Property, the WMS Plant and/or Weber Atrium ***or to present means of transportation.***

Exhibit A, ¶ 5, emphasis added.

Contrary to Weber's assertion, by the very terms of the Agreement, the Easement is not confined to that use as of the date of execution of the Agreement, or any other historical use, but rather, may be expanded upon by the parties benefiting from the Easement. Illinois law is clear that if the language of an easement agreement is clear and free from doubt, that language is not the subject of interpretation, and no resort to facts and circumstances outside of the agreement may be made to modify the clear terms of the easement. *Duresa v. Commonwealth Edison Co.*, 348 Ill. App. 3d 90, 101 (1st Dist. 2004). Here, the Agreement is clear – the parties' use of the easement is not confined to the present uses or present means of transportation and may therefore be used in any way the parties see fit to use it. Contrary to the case of *Emanuel v. Hernandez*, cited by Weber, this is not a case of an implied easement where the scope of the use of the easement must be determined by looking at the circumstances surrounding the grant of the easement because the easement agreement is not in writing. Illinois law holds that when there is a written easement agreement, the intention of the parties is determined from the language used in the agreement itself, without resort to facts and circumstances outside of those written terms. *Rivers Edge Homeowners' Assoc. v. City of Naperville*, 353 Ill. App. 3d 874, 878 (2d Dist. 2004). In other words, rather than determining the proper scope of use of the Easement by looking at its use at the time of execution of the Agreement or some other historical period, the Easement here is determined strictly by the words used in the Agreement itself. Those words indicate that a perpetual easement is granted for ingress and egress over, under and across the Weber and Hamilton properties. Further, the use of that Easement is **"not confined to present uses . . . or to present means of transportation."** Ex. A, ¶ 5.

Accordingly, Hamilton is not confined to the use made of the Easement at the time the Agreement was executed and may lawfully expand upon that use pursuant to the terms of the Agreement. The cases of *Doan v. Allgood* and *Seymour v. Harris Trust & Savings Bank*, cited by Weber, are not applicable as no examination of the burden on Weber or reasonableness of the scope are applicable in this instance. However, the *Seymour* case is instructive in that it makes clear that under Illinois law, the rights of the holder of an easement (here, Hamilton) are paramount to the extent necessary to carry out the purpose of the easement agreement. 264 Ill. App. 3d 583, 595 (1st Dist. 1994).

B. Hamilton Partners Has Negotiated In Good Faith.

Weber's Memorandum contains a Section at the end of same entitled "Recommended Actions" in which Weber requests that Hamilton engage in good faith negotiations with Weber regarding the construction and maintenance of the Easement area. (Memorandum, p. 9) Hamilton and its counsel met with Doug Weber at Weber's offices on January 31, 2018 to discuss Hamilton's development. During that meeting, Mike Wauterlek of Hamilton Partners offered to split the future maintenance and repair costs of the Easement roadway 50/50 after the construction of Hamilton's development. Hamilton has heard no response from Weber since this offer. As demonstrated above, under the terms of the Agreement, Weber has the duty to pay for 100% of the maintenance and repair of the Easement roadway. Hamilton Partners' offer to split equally the maintenance and repair obligations is extremely generous given the terms of the Easement Agreement. Accordingly, Weber should accept Hamilton Partners' offer before it is rescinded.

C. Hamilton Partners is Repaving Their Portion of the Easement

As part of Hamilton's plans for construction submitted to the Village, Hamilton will be paving their 22' of the Easement private roadway during their development of the subject property. This, coupled with the offer to pay 50% of the overall maintenance costs of the Easement addresses any claims of increased costs to Weber. As with the offer to pay 50% of the maintenance costs of the Easement, Hamilton is not obligated to pave its portion of the Easement, but is doing same in an effort to be a good neighbor to surrounding property owners.

CONVEYANCE OF OUT LOT A.

An issue raised by the Village Staff is that Village Ordinance No. 02-094 conditioned the approval of construction of Meijer Drive in 2002 on the conveyance of the ownership of "Out Lot A", which is adjacent (and Northwest) to the Hamilton property, to the then owner of the Hamilton property. To date, this has not been done by Weber. As Weber should have conveyed Out Lot A several years ago, Village Staff has requested that the lot be conveyed to Hamilton now. At the meeting with Doug Weber on January 31, 2018, Hamilton offered to receive such a conveyance of the ownership of Out Lot A from Weber. Again, Hamilton has received no response from Weber to this request.

CONCLUSION

The February 14, 2018 Recommendations by the Village Planning & Community Development Department Staff directed Hamilton to "...work with Weber Packaging Solutions property owner to ensure that the easements governing the shared access drive are suitable to accommodate the proposed development on the subject property". Feb. 14, 2018 Recommendations, para. 10. As

demonstrated above, Hamilton Partners has attempted to work with Weber, and was generous in its overtures. Instead of responding to Hamilton's generous offers, Weber chose to send a misleading memorandum to the Village in an apparent attempt to thwart Hamilton's development. Weber's arguments regarding the shared Easement have been shown to be meritless. But more to the point, Hamilton has shown that it has unrestricted legal access to Meijer Drive through the Easement Agreement. That Weber would like to restrict the development of those parcels around them smacks of nothing more than complaints of "Not in my backyard". This is illustrated by the fact that Weber's own loading docks are adjacent to the subject Easement and truck traffic coming to and from Weber utilize the Easement roadway, just as Hamilton has planned. In any event, Weber's complaints do not affect the merits of Hamilton's requested PUD and subdivision and same should be approved.

EXHIBIT A



303 West Madison Street, #1700

Prepared by:

Thomas W. Winkler

Leff, Cohen & Winkler, Ltd.

~~233 South Wacker Drive, Suite 0750~~

Chicago, IL 60606

After Recording Return to:

Thomas W. Winkler

Leff, Cohen & Winkler, Ltd.

303 West Madison Street, #1700

Chicago, IL 60606

EASEMENT AGREEMENT

This Easement Agreement is made and entered into by and between Joseph A. Weber, Jr., Trustee of the Joseph A. Weber, Jr. Declaration of Trust, originally dated May 1, 1975, as amended, (hereinafter referred to as "Weber"), Arlington Oak Pointe L.L.C., an Illinois limited liability company (hereafter referred to as "Oak Pointe"), Weber Marking Systems, Inc., an Illinois corporation (hereinafter referred to as "WMS"), and ~~LaSalle National Association, Successor Trustee to LaSalle National Bank and Trust Company of Chicago~~, as Trustee under Trust Agreement #795, not personally, but solely as Trustee (hereinafter referred to as "LaSalle"). The following recitals are a material part of this Agreement:

A. Weber is the owner of a tract of vacant land located adjacent to Algonquin Road consisting of approximately 3.997 acres, legally described as follows and referred to



0808244082

Doc#: 0808244082 Fee: \$62.50

Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 03/23/2006 01:33 PM Pg: 1 of 20

PARCEL
"1 E"

Recorder's Stamp

*LaSalle Bank National Association as
Successor Trustee to American National
Bank and Trust Company of Chicago

herein as the "**Weber Parcel**": See Exhibit A attached hereto and made a part hereof.

B. Oak Pointe is the owner of a parcel of land containing approximately 306,387 square feet and located immediately to the east of the Weber Parcel adjacent to Algonquin Road, improved with a commercial building containing approximately 97,000 square feet, and legally described as follows and referred to herein as the "**Oak Pointe Property**": See Exhibit B attached hereto and made a part hereof.

C. WMS is the owner of a parcel of land containing approximately 643,500 square feet and located immediately to the south of the Weber Parcel, improved with an industrial building, and legally described as follows and referred to herein as the "**WMS Plant**": See Exhibit C attached hereto and made a part hereof.

D. LaSalle is the owner of a parcel of land containing approximately 355,706 square feet and located immediately to the south of the Oak Pointe Building, improved with a commercial building, and legally described as follows and referred to herein as "**Weber Atrium**": See Exhibit D attached hereto and made a part hereof.

E. Weber, Oak Pointe, WMS, and LaSalle desire to grant easements upon the terms and conditions herein set forth.

F. The easements being granted herein are for the benefit of Weber, Oak Pointe, WMS, and LaSalle and subject to the conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following is hereby agreed to by all of the parties hereto (sometimes referred to singularly as a "**Party**" and collectively as the "**Parties**");

1. **Grant by Weber.** Weber hereby grants to Oak Pointe, WMS, and LaSalle as an easement appurtenant to the Oak Pointe Property, the WMS Plant, and Weber Atrium, a perpetual easement for ingress and egress over, under and across the Weber Easement Premises. The Weber Easement Premises is commonly referred to as "Outlot B" in Weber's Resubdivision and that property located southeast of Outlot B and identified as a "Non-Exclusive Ingress and Egress Easement" on the Weber's Resubdivision Plat (but not included within the boundaries of Weber's Resubdivision).

2. **Grant by Oak Pointe.** Oak Pointe hereby grants to Weber, WMS, and LaSalle, as an easement appurtenant to the Weber Parcel, the WMS Plant, and Weber Atrium, a perpetual easement for ingress and egress over, under and across the Oak Pointe Easement Premises. The Oak Pointe Easement Premises is approximately 22' x 189' and identified as a "**Non-Exclusive Ingress and Egress Easement**" on the Oak Pointe Plat of Dedication.

3. **Grant by WMS.** WMS hereby grants to Weber, Oak Pointe, and LaSalle as an easement appurtenant to the Weber Parcel, the Oak Pointe Property, and Weber Atrium, a

perpetual easement for ingress and egress over, under and across the WMS Easement Premises. The WMS Easement Premises commences on the southerly line of Outlot B of Weber's Resubdivision and continues southeasterly approximately 225' in the manner depicted on the Weber's Resubdivision Plat and identified on said Plat as a "Non-Exclusive Ingress and Egress Easement" (the "**Stub Portion**") and then continuing south to the southerly line of the WMS Plant (the "**South Portion**"). The South Portion of the WMS Easement Premises is 22' wide, the easterly boundary being the easterly property line of the WMS Plant.

4. **Grant by LaSalle.** LaSalle hereby grants to Weber, Oak Pointe, and WMS as an easement appurtenant to the Weber Parcel, the Oak Pointe Property, and the WMS Plant, a perpetual easement for ingress and egress over, under and across the LaSalle Easement Premises. The LaSalle Easement Premises commences on the southerly line of the Stub Portion and continues south to the southerly line of the Weber Atrium. The LaSalle Easement Premises is 22' wide, the westerly boundary being the westerly boundary line of the Weber Atrium.

5. **Use of Easement Premises.** The use of the Easement Premises referred to in Paragraphs 1, 2, 3, and 4 above are not confined to present uses of the Weber Parcel, the Oak Pointe Property, the WMS Plant and/or Weber Atrium or to present means of transportation. The installation or maintenance by any of the Parties of pipes, conduits or wires, under, upon or over the Easement Premises is forbidden; provided, however, that Weber's Resubdivision Plat shall provide public utility easements intended to enable the City of Rolling Meadows to install and the Village of Arlington Heights to own and maintain, to the benefit of Weber, Oak Pointe, WMS, LaSalle and other properties, sanitary sewer and potable water facilities. The public utility easement shall also permit the installation and maintenance of other facilities such as electric, gas, telephone and cable by the respective providers. Exclusive use of the Easement Premises is not granted to any Party. The right to use each and all of the Easement Premises for ingress or egress is expressly reserved to the respective grantors and their successors, assigns, heirs, tenants and invitees. In addition, each respective grantor reserves the right to use the Easement Premises on its own property for any and all purposes whatsoever which shall not unreasonably interfere with any one of the Party's uses thereof in accordance with the easements granted.

6. **Division of Dominant Tenement and/or Servient Estate.** If the Weber Parcel, the Oak Pointe Property, the WMS Plant and/or Weber Atrium is hereafter divided into two (2) or more parts by separation of ownership, by lease or otherwise, the persons or entities owning, leasing or otherwise occupying such separated parcels shall enjoy the benefits of the easements hereby created.

7. **Parking.** The Parties covenant that vehicles shall not be parked on any of the Easement Premises.

8. **Condition.** This Agreement shall be of no force and effect unless: (i) prior to December 31, 2002, the City of Rolling Meadows acquires the fee title to that property

commonly referred to as the "Public Access Drive" (or "**PAR**") which is to be located on the Weber Parcel pursuant to that certain Economic Development Agreement dated September 25, 2001 by and among the City of Rolling Meadows, an Illinois municipal corporation; WMS; Weber; Bradford Property Corporation, an Illinois corporation; and Meijer Stores Limited Partnership, a Michigan limited partnership (the "**Economic Development Agreement**") and (ii) the City of Rolling Meadows completes all improvements contemplated in that certain City of Rolling Meadows/Oak Pointe Development Agreement dated January 22, 2002, as amended simultaneous herewith, within the timeframes set forth therein.

9. **Release of Prior Obligations.** WMS and Oak Pointe waive and release each other (and their predecessors and successors) from any and all maintenance fees or other costs otherwise required to be paid by either of them pursuant to the following: (i) the two documents each called "22 Foot Easement Grant" dated October 20, 1977 and recorded with the Cook County Recorder of Deeds as Document numbers 24176553 and 24176555 and (ii) the easements recorded as Document Numbers 199417611 and 24176551 (the "**Existing Easements**").

10. **Construction of Private Road.** (a) The Parties acknowledge that the City of Rolling Meadows is responsible for the construction of (i) the PAR to be known as Meijer Drive which will link Algonquin Road and Golf and (ii) that part of the private road which is primarily described in Paragraph 1 of this Easement Agreement (with a small portion of this private road being located on the property described in Paragraph 2); as well as installation of sanitary sewer and potable water facilities for the benefit of Oak Pointe, Weber, WMS, LaSalle and other properties. The obligations of the City of Rolling Meadows are set forth more precisely in the Economic Development Agreement and the Rolling Meadows/Oak Pointe Development Agreement, as amended simultaneous herewith. Since the engineering, planning, and construction of the PAR and the private road identified above (the "**Construction Activities**") are all being controlled or performed by the City of Rolling Meadows, or its agents or representatives, the Parties hereto hereby release each other from any and all claims, actions or damages which may be incurred, suffered or asserted by any Party allegedly or actually arising in connection with the Construction Activities, except that the foregoing release shall not apply to protect any Party from its own negligent or willful acts.

(b) The Parties acknowledge that the Existing Easements are being abrogated pursuant to the Weber's Subdivision Plat and Oak Pointe Plat of Dedication. Until the Construction Activities are completed (but in no event later than December 31, 2003), the Parties hereto agree to abide by the terms and conditions which are set forth in the Existing Easements.

(c) Effective upon the completion of the Construction Activities (but in no event later than December 31, 2003), the Parties hereto agree to abrogate any rights they have with respect to ingress and egress rights which are set forth in the document captioned "25 Foot Easement Grant" dated October 20, 1977 and recorded with the Cook County Recorder of Deeds as document 24176554.

11. Maintenance of Private Road. WMS agrees to repair and maintain, at its sole cost and expense, the private road which is to be located on the Easement Premises referred to in Paragraphs 1, 2, 3, and 4 of this Easement Agreement as well as provide snow and ice removal from the same when reasonably necessary, and keep the same clean, sightly, safe, unobstructed, and in good and usable condition consistent with past practice. With regard to the foregoing, WMS shall comply with any and all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations with which it has knowledge.

All maintenance and repair of the private road shall be made so as to interfere as little as reasonably practicable with the operations of any of the owners of the Weber Parcel, the WMS Plant, the Oak Pointe Property and the Weber Atrium, or their employees, agents, tenants, invitees or licensees; provided, however, that all parties acknowledge and agree that maintenance and repairs will probably be performed during normal business hours and that some reasonable interference with operations is unavoidable.

In the event of an emergency requiring maintenance or repair of the private roadway, if WMS does not undertake the same within a period of time which is reasonable under the circumstances or it does not reasonably appear that WMS will, or will be able to, undertake such maintenance or repair within a reasonable period of time, any other Party hereto may, at its option, and at its sole cost and expense, perform such maintenance or repair and pay any and all costs and charges associated therewith (subject to reimbursement consistent with the second to last grammatical paragraph of this Section 11).

In the event that a failure by WMS to maintain and repair the private roadway as WMS is required to do pursuant to this Agreement results in a material interference with the rights granted to the other Parties by this Agreement or in a material interference with the use or operation of the other Parties' Parcels or the improvements located thereon from time to time, but does not result in an emergency, any of the other Parties may advise WMS in writing of such failure. In the event that WMS fails to remedy such default within ten (10) days after receipt of such notice or, if such default cannot be cured within ten (10) days, in the event that WMS fails to commence the cure of such default within such ten (10) day period and diligently pursue such cure to completion, any other Party may, at its option, perform the obligation which WMS has failed to properly perform hereunder and pay any and all costs and charges associated therewith.

In any event described in the preceding two (2) paragraphs of this Section 11, the performing Party shall be entitled to recover from WMS the reasonable charges, fees, costs and expenses incurred by the performing party (including, if WMS is in default, reasonable attorneys' fees) in connection therewith, together with interest thereon at the prime rate of interest most recently published in the Wall Street Journal plus four percent (4%) from the date of payment. Such charges, fees, costs, expenses and interest shall be paid by WMS within ten (10) days after receipt of a statement thereof from the performing Party.

Each Party which performs any maintenance or repair on the Parcel to which another party holds title shall restore the area affected by such maintenance or repair to the condition existing prior thereto or prior to any damage or disrepair necessitating such maintenance or repair, and any failure to do so shall give the Party which holds title to such area the rights of a non-defaulting Party pursuant to this Section 11.

12. **Running of Benefits and Burdens.** All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.

13. **Modifications.** No provision of this Agreement shall be modified or amended except by an instrument, in writing, duly executed by the Parties hereto.

14. **Invalidity.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements and the remaining portions of this instrument which shall be considered to be severable and enforceable.

15. **Notices.** All notices and other communications given pursuant to this Easement Agreement shall be in writing and shall be deemed properly received if delivered on the first day following delivery to an overnight courier service or on the second business day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Weber: Mr. Joseph A. Weber, Jr.
Weber Marking Systems, Inc.
711 West Algonquin Road
Arlington Heights, IL 60005

If to Oak Pointe: Arlington Oak Pointe, L.L.C.
220 Honey Lake Court
North Barrington, IL 60010

If to WMS: Weber Marking Systems, Inc.
711 West Algonquin Road
Arlington Heights, IL 60005
Attention: President

If to LaSalle: ~~LaSalle National Association,~~
~~Successor Trustee to~~
~~LaSalle Bank National Association as~~
~~Successor Trustee to American National~~
~~Bank and Trust Company of Chicago,~~
LaSalle National Bank and Trust Company
of Chicago, as Trustee under
Trust Agreement #795, not personally,
but solely as Trustee

Land Trust Division
135 South LaSalle Street, Suite 2500
Chicago, IL 60603

16. **Recording.** This Easement Agreement shall be recorded with the Cook County Recorder of Deeds, following the execution by all Parties. The documents herein referred to as Weber's Resubdivision and the Oak Pointe Plat of Dedication will also be recorded with the Cook County Recorder of Deeds.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

WEBER PARCEL

(LEGAL DESCRIPTION SET FORTH ON NEXT PAGE.)

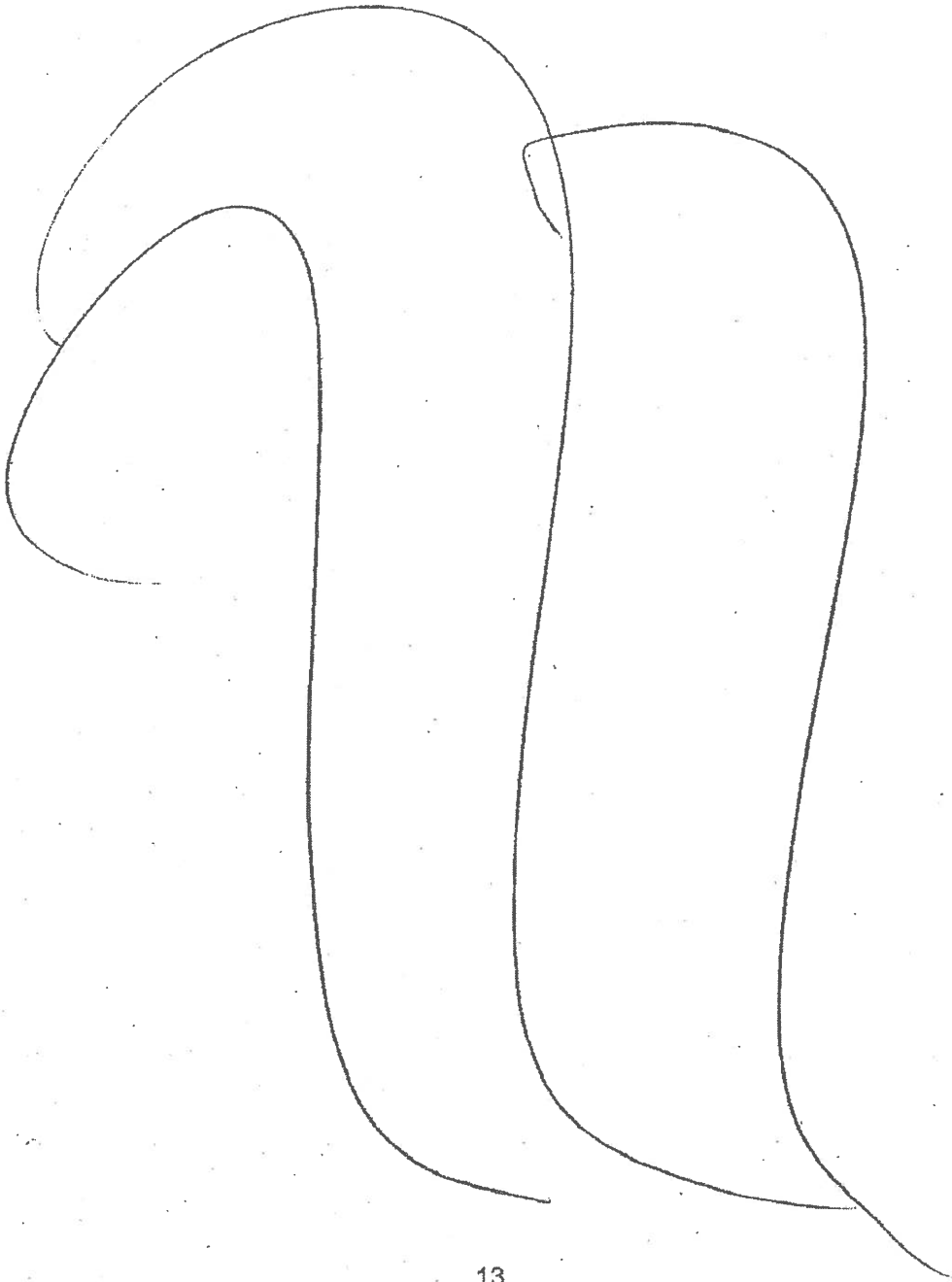


EXHIBIT A

P.I.N. 08-16-102-033

THAT PART OF LOT 2 IN CAUDILL'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 1943 AS DOCUMENT 13160398 AND PART OF VACATED ELK GROVE ROAD PER INSTRUMENT RECORDED SEPTEMBER 30, 1993 AS DOCUMENT 93782809 AND PART OF LOT 'B' IN WEBER ATRIUM RESUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1978 AS DOCUMENT 24731232 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SUB-LOT 1 IN BORKE'S SUBDIVISION OF LOT 1 IN HEISE'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16 AFORESAID; THENCE NORTH 80 DEGREES, 34 MINUTES, 25 SECONDS WEST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE THEREOF TO THE WESTERLY LINE OF LOT 2 IN CAUDILL'S SUBDIVISION AFORESAID, BEING ALSO THE WESTERLY LINE OF ELK GROVE ROAD (NOW VACATED); THENCE SOUTH 19 DEGREES, 00 MINUTE, 00 SECOND WEST, 385.00 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 71 DEGREES, 00 MINUTE, 00 SECOND EAST, 562.89 FEET TO THE EASTERLY LINE OF LOT 'B' IN WEBER ATRIUM RESUBDIVISION AFORESAID; THENCE NORTH 19 DEGREES, 13 MINUTES, 41 SECONDS EAST, 377.30 FEET ALONG SAID EASTERLY LINE TO THE WEST LINE OF ALGONQUIN ROAD, STATE ROUTE 62, AS WIDENED PER DOCUMENT 11195782; THENCE NORTHWESTERLY, 117.59 FEET ALONG SAID WEST LINE BEING THE ARC OF A CURVE CONVEX SOUTHWESTERLY WITH A RADIUS OF 9499.34 FEET TO THE SOUTHERLY LINE OF ELK GROVE ROAD, AS DEDICATED PER DOCUMENT 19756910; THENCE NORTH 80 DEGREES, 34 MINUTES, 25 SECONDS WEST, 431.75 FEET ALONG SAID SOUTHERLY LINE TO THE EASTERLY LINE OF ELK GROVE ROAD (NOW VACATED); THENCE NORTH 19 DEGREES, 00 MINUTE, 00 SECOND EAST, 33.47 FEET ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF LOT 2 AFORESAID; THENCE NORTH 80 DEGREES, 34 MINUTES, 25 SECONDS WEST ALONG SAID NORTHERLY LINE, 10.82 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

EXHIBIT B

OAK POINTE BUILDING

(LEGAL DESCRIPTION SET FORTH ON NEXT PAGE.)

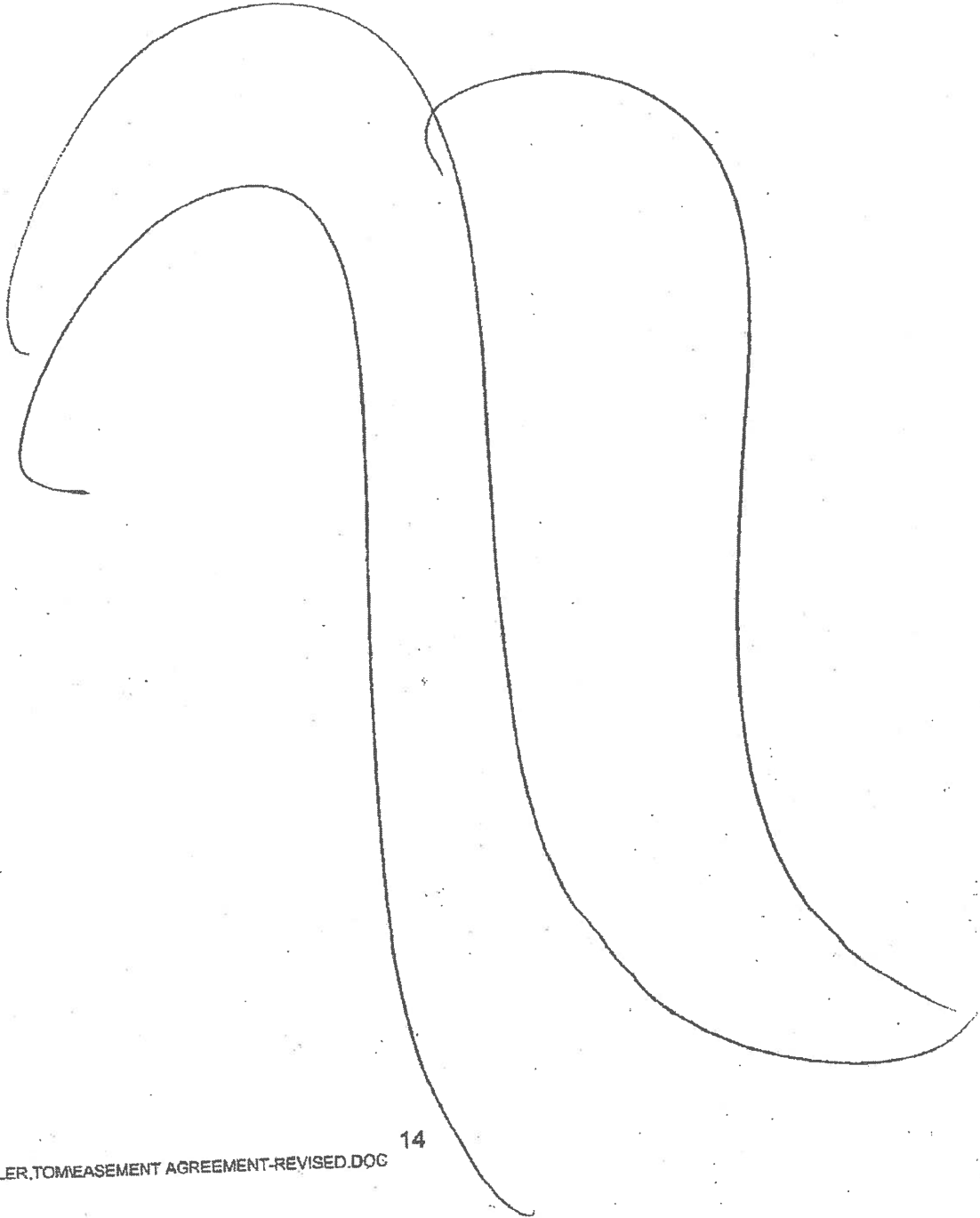


EXHIBIT B

P.I.N. 08-16-102-008
08-16-102-026
08-16-102-027
08-16-102-030

THAT PART OF LOT 10 IN COUNTY CLERKS DIVISION, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN COOK COUNTY, ILLINOIS, (ANTE-FIRE), AND THAT PART OF LOT 2 IN CAUDILL'S SUBDIVISION BEING A SUBDIVISION IN THAT PART OF THE NORTHWEST QUARTER OF SAID SECTION 16, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1943 AS DOCUMENT NO. 13160398.; DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF WEBER ATRIUM SUBDIVISION, BEING A SUBDIVISION IN THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1978 AS DOCUMENT NO. 24731232 IN COOK COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALGONQUIN ROAD (IL. ROUTE 62) AS RECORDED FEBRUARY 2, 1933 AS DOCUMENT NUMBERS 11195785 AND 1119782, SAID SOUTHWESTERLY RIGHT-OF-WAY LINE BEING A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST RADIUS 9499.34 FEET, CENTRAL ANGLE 01 DEGREES 02 MINUTES 14 SECONDS, 171.96 FEET, (THE CHORD BEARS A ILLINOIS EAST GRID BEARING OF SOUTH 45 DEGREES 31 MINUTES 18 SECONDS WEST 171.96 FEET) TO THE NORTHEASTERLY CORNER OF LOT "B" IN SAID WEBER ATRIUM SUBDIVISION, SAID NORTHEASTERLY CORNER, BEING THE POINT OF BEGINNING; THENCE SOUTH 18 DEGREES 41 MINUTES 30 SECONDS WEST 46.26 FEET ALONG SAID EASTERLY LINE; THENCE NORTH 72 DEGREES 30 MINUTES 06 SECONDS EAST TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID ALGONQUIN ROAD (IL. ROUTE 62); THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE BEING A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST RADIUS 9499.34 FEET, CENTRAL ANGLE 00 DEGREES 15 MINUTES 13 SECONDS, 42.04 FEET, (THE CHORD BEARS NORTH 44 DEGREES 52 MINUTES 35 SECONDS WEST 42.04 FEET), TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

WMS PLANT

(LEGAL DESCRIPTION SET FORTH ON NEXT PAGE.)



EXHIBIT C

P.I.N. 08-16-102-034

THAT PART OF LOT 2 IN CAUDILL'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 1943 AS DOCUMENT 13160398 AND PART OF VACATED ELK GROVE ROAD PER INSTRUMENT RECORDED SEPTEMBER 30, 1993 AS DOCUMENT 93782809 AND PART OF LOT 'B' IN WEBER ATRIUM RESUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1978 AS DOCUMENT 24731232 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SUB-LOT 1 IN BORKE'S SUBDIVISION OF LOT 1 IN HEISE'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16 AFORESAID; THENCE NORTH 80 DEGREES, 34 MINUTES, 25 SECONDS WEST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE THEREOF TO THE WESTERLY LINE OF LOT 2 IN CAUDILL'S SUBDIVISION AFORESAID, BEING ALSO THE WESTERLY LINE OF ELK GROVE ROAD (NOW VACATED); THENCE SOUTH 19 DEGREES, 00 MINUTE, 00 SECOND WEST, 385.00 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 71 DEGREES, 00 MINUTE, 00 SECOND EAST, 562.89 FEET TO THE EASTERLY LINE OF LOT 'B' IN WEBER ATRIUM RESUBDIVISION AFORESAID; THENCE SOUTH 19 DEGREES, 13 MINUTES, 41 SECONDS EAST, 1207.81 FEET ALONG SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF LOT 'B' AFORESAID; THENCE NORTH 57 DEGREES, 59 MINUTES, 29 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 'B', 572.79 FEET TO THE WESTERLY LINE OF ELK GROVE ROAD (NOW VACATED); THENCE NORTH 19 DEGREES, 00 MINUTE, 00 SECOND EAST, 1078.07 FEET ALONG AS DOCUMENT WESTERLY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT D

WEBER ATRIUM

(LEGAL DESCRIPTION SET FORTH ON NEXT PAGE.)

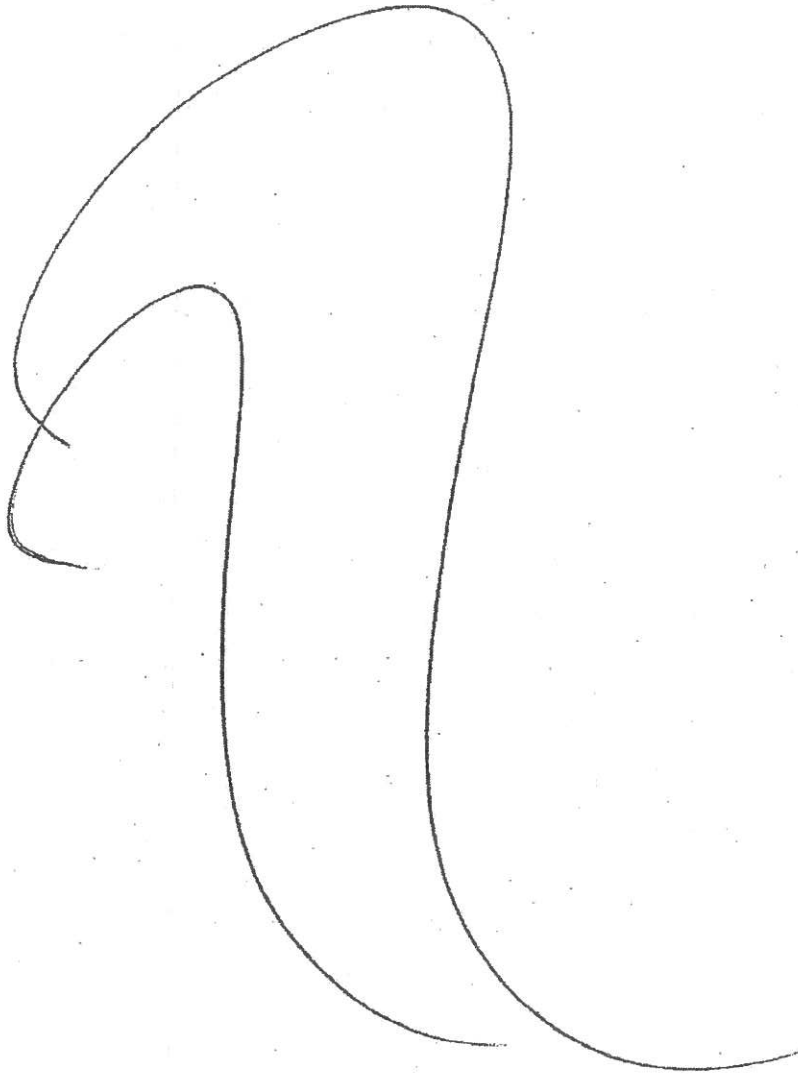
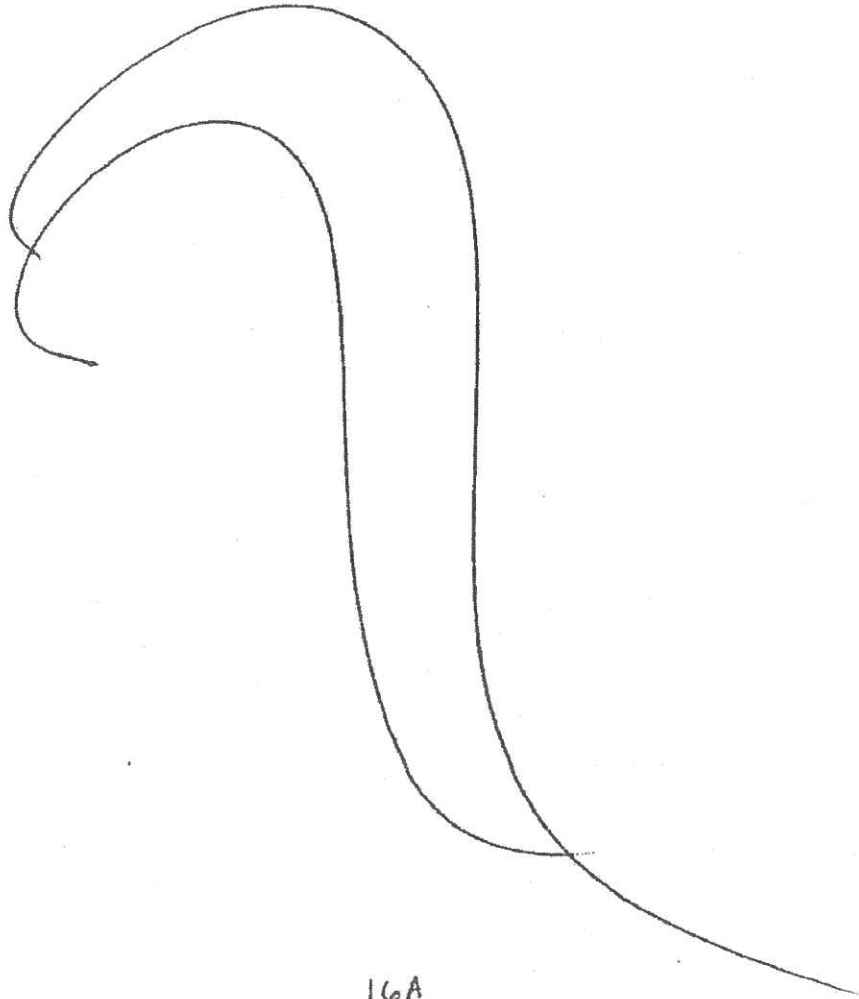


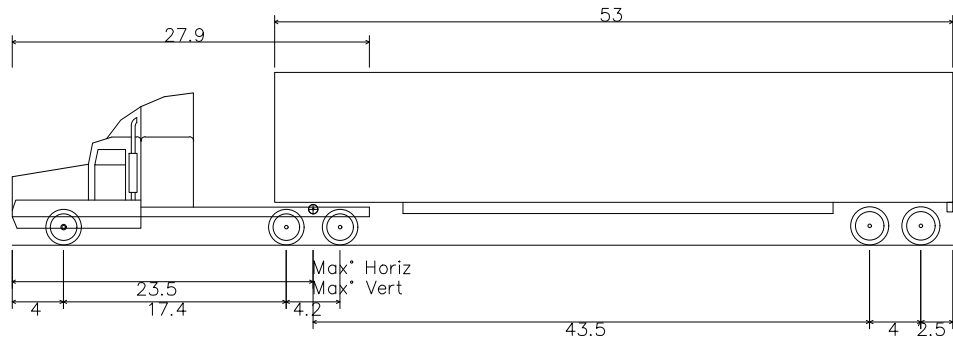
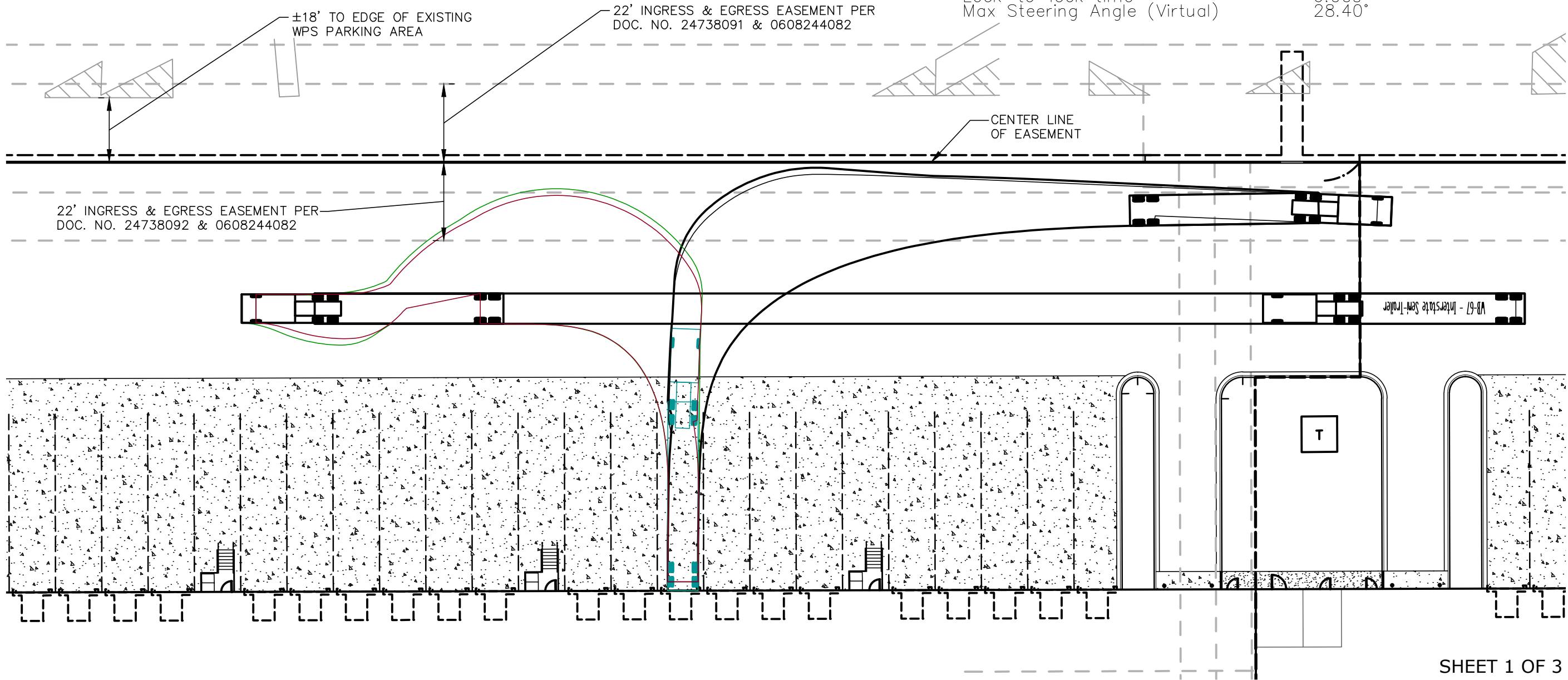
EXHIBIT D

P.I.N. 08-16-102-028

LOT "A" IN WEBER ATRIUM RESUBDIVISION IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED NOVEMBER 21, 1978 AS DOCUMENT NUMBER 24731232, IN COOK COUNTY, ILLINOIS.



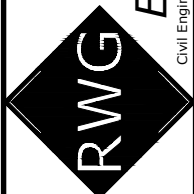
16A



WB-67 - Interstate Semi-Trailer
Overall Length 73.500ft
Overall Width 8.500ft
Overall Body Height 13.500ft
Min Body Ground Clearance 1.334ft
Max Track Width 8.500ft
Lock-to-lock time 6.00s
Max Steering Angle (Virtual) 28.40°

SHEET 1 OF 3

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Civil Engineering ♦ Real Estate Consulting ♦ Project Management

975 E. 22nd St, Suite 400
Wheaton, IL 60189
630.480.7889
www.rwg-engineering.com

ARLINGTON HEIGHTS INDUSTRIAL

ARLINGTON HEIGHTS, ILLINOIS

TRUCK ROUTING EXHIBIT

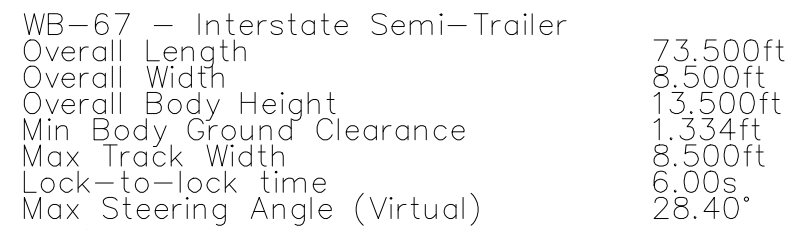
PROJECT NO. 32212717

DATE 03/09/18

SCALE 1"=30'

PROJ. MGR. PDL

PROJ. ASSOC. RWG



SHEET 2 OF 3

VERIFY NO ACCESS ISSUES WITH THESE 2 PARKING SPACES WITHIN EXISTING INGRESS-EGRESS EASEMENT. ALTHOUGH PROBABLY OK PER EXISTING EASEMENT AGREEMENTS, COULD REMOVE THESE 2 PARKING SPACES TO AVOID THE ISSUE AND ADDRESS VILLAGE COMMENTS & CONCERNS.

APPROXIMATE 10' X 65' OFFSITE PAVEMENT EXTENSION FOR TRUCK ACCESS TO PROPOSED DOCK AREA. ADDRESS/CLARIFY IN NEW EASEMENT DOCUMENT THIS ALSO INCLUDES OFFSITE GRADING WORK FOR NECESSARY GRADE (ELEVATION) TRANSITION - ALL WITHIN EASEMENT AREA. IF NO WORK IN OFFSITE EASEMENT AREA, GRADE TRANSITION WOULD BE ADDRESSED BY RETAINING WALL. REMOVAL OF OFFSITE PAVEMENT WOULD LIMIT ACCESS TO MOST SOUTHERLY BAY(S) WITH A TRUCK AND CAB PARKED IN ADJACENT DOCK.

THERE ARE A NUMBER OF EASEMENTS ALONG THE COMMON DRIVEWAY GRANTED AT VARIOUS TIMES THRU THE YEARS, SOME OF WHICH HAVE BEEN VACATED OR PARTIALLY VACATED, RESULTING IN A COMPLEX SITUATION WHICH IS DIFFICULT TO FOLLOW. THE VILLAGE IS REQUESTING THIS SITUATION BE ADDRESSED/CLEANED-UP. IT IS SUGGESTED THE VARIOUS EXISTING EASEMENTS BE VACATED AND A NEW EASEMENT AGREEMENT (WITH PLAT/EXHIBIT CLARIFYING LOCATIONS) BE EXECUTED OUTLINING THE RIGHTS TO THE RESPECTIVE PARTIES ALONG THE COMMON DRIVE BASED ON CURRENT CONDITIONS. USE OF 22' EASEMENT ON WPS PARCEL ADDRESSED PER BRUCE GARNER'S MEMO OF MARCH 7, 2018

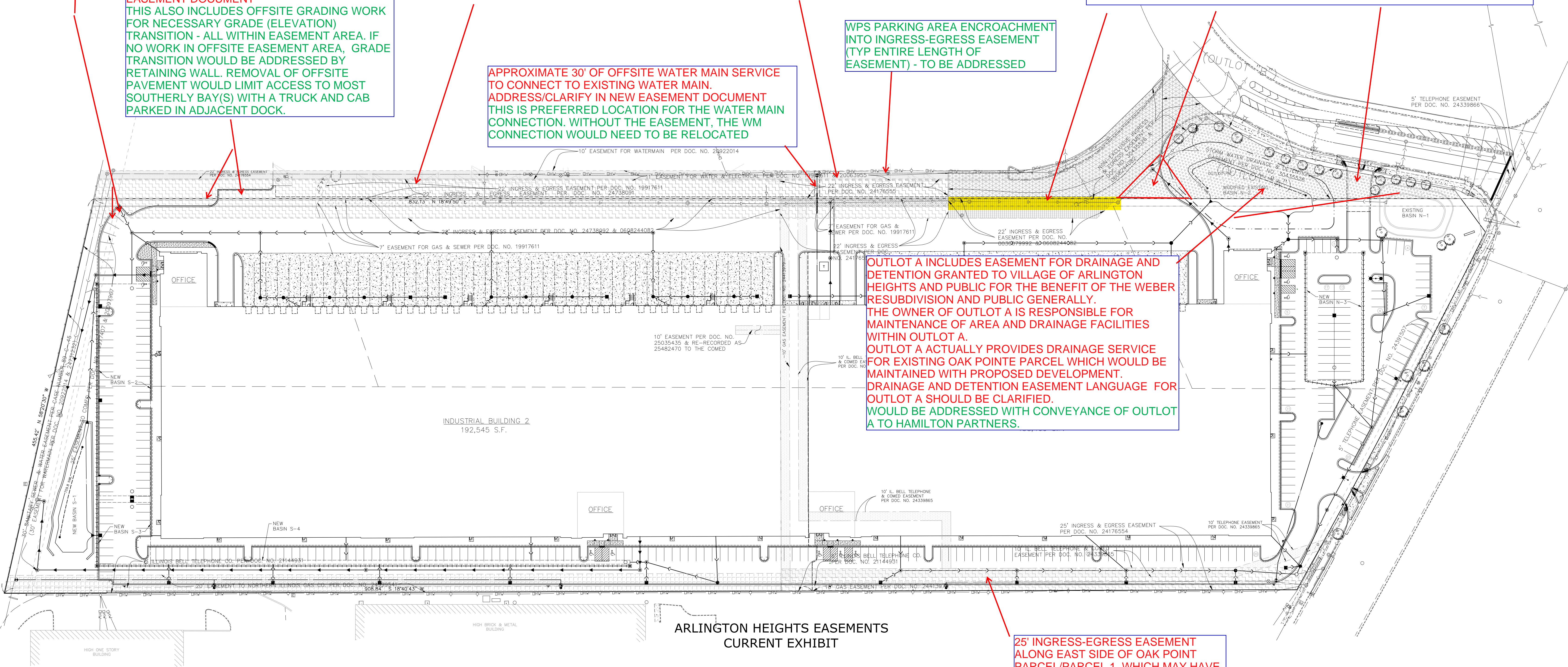
APPROXIMATE 30' OF OFFSITE WATER MAIN SERVICE TO CONNECT TO EXISTING WATER MAIN. ADDRESS/CLARIFY IN NEW EASEMENT DOCUMENT THIS IS PREFERRED LOCATION FOR THE WATER MAIN CONNECTION. WITHOUT THE EASEMENT, THE WM CONNECTION WOULD NEED TO BE RELOCATED

WPS PARKING AREA ENCROACHMENT INTO INGRESS-EGRESS EASEMENT (TYP ENTIRE LENGTH OF EASEMENT) - TO BE ADDRESSED

WITH THE DEDICATION OF MEIJER DR AND THE WEBER'S RESUBDIVISION, AS WELL AS THE OAK POINTE PLAT OF DEDICATION, THE INGRESS-EGRESS EASEMENTS AND THE EASEMENT FOR GAS AND SEWERS WERE VACATED AND NOT REGRANTED FOR OUTLOT A OR THE SECTION OF SANITARY SEWER HIGHLIGHTED IN YELLOW. CLARIFY APPROPRIATE EASEMENTS ARE IN PLACE FOR INGRESS-EGRESS FOR THE EXISTING DRIVEWAY THRU OUTLOT A, THE HIGHLIGHTED SECTION OF SANITARY SEWER, AS WELL AS THE PROPOSED PAVEMENT AND SANITARY SEWER AT THE SOUTHERLY CORNER OF OUTLOT A. WOULD BE ADDRESSED WITH CONVEYANCE OF OUTLOT A, EXCEPT FOR PORTION OF SANITARY SEWER HIGHLIGHTED IN YELLOW, WHICH IS POSSIBLY MORE OF AN ISSUE FOR WPS AND THE VILLAGE THAN FOR HAMILTON PARTNERS.

OUTLOT A INCLUDES EASEMENT FOR DRAINAGE AND DETENTION GRANTED TO VILLAGE OF ARLINGTON HEIGHTS AND PUBLIC FOR THE BENEFIT OF THE WEBER RESUBDIVISION AND PUBLIC GENERALLY. THE OWNER OF OUTLOT A IS RESPONSIBLE FOR MAINTENANCE OF AREA AND DRAINAGE FACILITIES WITHIN OUTLOT A. OUTLOT A ACTUALLY PROVIDES DRAINAGE SERVICE FOR EXISTING OAK POINTE PARCEL WHICH WOULD BE MAINTAINED WITH PROPOSED DEVELOPMENT. DRAINAGE AND DETENTION EASEMENT LANGUAGE FOR OUTLOT A SHOULD BE CLARIFIED. WOULD BE ADDRESSED WITH CONVEYANCE OF OUTLOT A TO HAMILTON PARTNERS.

25' INGRESS-EGRESS EASEMENT ALONG EAST SIDE OF OAK POINT PARCEL/PARCEL 1, WHICH MAY HAVE BEEN VACATED PREVIOUSLY. CLARIFY VACATION OF THIS EASEMENT THIS MAY NOT BE AN ISSUE AND PROBABLY NOT A PRIMARY ITEM.



EASEMENT OVERVIEW EXHIBIT

COMMENTS IN RED FONT -- 01-18-2018
AND SUBMITTED TO WPS -- 01-31-2018
COMMENTS IN GREEN FONT, UPDATED & STATUS WITH WPS -- 03-09-2018

Planning & Community Development Dept. Review

March 20, 2018



SUPPLEMENTAL PROJECT REVIEW

Project: 703-723 W. Algonquin Rd
Hamilton Partners Distribution Facility

Case Number: PC 17-013

1. The traffic study used ITE traffic generation rates to estimate that the proposed development would generate 1,380 daily trips. Furthermore, the study states that *"based on other studies of warehouse/distribution centers, it is estimated that approximately 10 to 20 percent of the traffic approaching and departing the development during the peak hours of the day will be trucks, with the remaining 80 to 90 percent being passenger vehicles"*. Please provide details on these additional studies. If other developments were studied to determine this breakdown of truck traffic vs. passenger vehicle traffic, please provide the data for our review. The estimated daily volume of truck traffic for a 331,014 sq. ft. distribution facility with 64 loading bays appears low.
2. Hamilton Partners has developed three similar facilities in the Chicagoland area over the last several years. Please provide details on these facilities (such as number of loading spaces, size of building, general usage, location, and occupancy of each facility), as well as details on the existing traffic volumes at these facilities (both passenger vehicles and trucks) to further clarify the estimated traffic impact of the proposed development.
3. Please clarify the need for 305 passenger vehicle parking spaces. It is our experience that warehouse facilities generally involve low passenger vehicle volumes, however, the traffic study estimates that the proposed site will generate 1,104 passenger vehicle trips per day.
4. The Truck Routing Exhibit, dated 3/9/18 (showing a WB-67 truck accessing a loading space when there are trucks already parking in the loading spaces on each side) did not show how that truck would back into the space. Please provide a separate exhibit showing how trucks will back into the loading spaces when there are existing trucks parked on both sides.
5. Would Hamilton Partners be willing to take pavement borings on the Weber site within the existing shared private drive, to determine what extent repairs would be needed? This would help to understand if resurfacing that drive would be adequate to accommodate for the increased truck traffic, or if a complete reconstruction of the driveway is necessary to accommodate for the increased volume of trucks that will be traveling down Weber's portion of the access drive.
6. On any future plans or exhibits, please clearly indicate the bounds of the shared private drive easement, both on your property and on the Weber property.
7. Please prepare a separate exhibit showing the Weber parking/loading area in relation to the proposed facility, which also clearly indicates the bounds of the shared private drive easement.
8. Please prepare a plan which outlines potential site improvement that would help to address cross access site circulation and eliminate passenger/truck conflicts.
9. Please provide a written response outlining why flipping the building is not feasible.
10. Please explore options to maintain all truck movements within the subject property.



MORGAN / HARBOUR
CONSTRUCTION

March 22, 2018

Attn: Sam Hubbard

Development Planner
Department of Planning and Community Development
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

Tel: 847-368-5223

Re: 703-723 W. Algonquin Road Project – Planning Commission – Response Letter – Supplemental Project Review (Case No. PC 17-013)

Mr. Hubbard,

The following is our Planning Commission Response Letter addressing the comments as outlined in the VAH Supplemental Project Review dated March 20, 2018 regarding the aforementioned project:

PLANNING & COMMUNITY DEVELOPMENT DEP. – From Sam Hubbard, dated March 20, 2018:

1. **VAH COMMENT:** *The traffic study used ITE traffic generation rates to estimate that the proposed development would generate 1,380 daily trips. Furthermore, the study states that “based on other studies of warehouse/distribution centers, it is estimated that approximately 10 to 20 percent of the traffic approaching and departing the development during the peak hours of the day will be trucks, with the remaining 80 to 90 percent being passenger vehicles”. Please provide details on these additional studies. If other developments were studied to determine this breakdown of truck traffic vs. passenger vehicle traffic, please provide the data for our review. The estimated daily volume of truck traffic for a 331,014 sq. ft. distribution facility with 64 loading bays appears low.*

MHC RESPONSE: The other studies is what is mentioned in the ITE Trip Generation handbook. The 20% truck rate was chosen from the range of these studies, which was found to be 10 to 20 percent, to provide for a conservative estimate with respect to the number of trucks that would approach/depart on a daily basis, as well as the morning and afternoon peak hours. It is important to note that ITE Land Use Code 150 (Warehousing) has been used and accepted by other municipalities for determining traffic generation for developments similar to the proposed subject development.



2. **VAH COMMENT:** *Hamilton Partners has developed three similar facilities in the Chicagoland area over the last several years. Please provide details on these facilities (such as number of loading spaces, size of building general usage, location, and occupancy of each facility), as well as details on the existing traffic volumes at these facilities (both passenger vehicles and trucks) to further clarify the estimated traffic impact of the proposed development.*

MHC RESPONSE: Please refer to Mike Wauterlek email to Sam Hubbard dated 03/22/18.

3. **VAH COMMENT:** *Please clarify the need for 305 passenger vehicle parking spaces. It is our experience that warehouse facilities generally, involve low passenger vehicle volumes, however, the traffic study estimates that the proposed site will generate 1,104 passenger vehicle trips per day.*

MHC RESPONSE: The (305) parking spaces represents what a potential tenant may or may not need, but more likely what will be required per municipal code once the project is complete.

4. **VAH COMMENT:** *The Truck Routing Exhibit, dated 3/9/18 (showing a WB-67 truck accessing a loading space when there are trucks already parking in the loading spaces on each side) did not show how that truck would back into the space. Please provide a separate exhibit showing how trucks will back into the loading spaces when there are existing trucks parked on both sides.*

MHC RESPONSE: (See Attached Exhibit)

5. **VAH COMMENT:** *Would Hamilton Partners be willing to take pavement borings on the Weber site within the existing shared private drive, to determine what extent repairs would be needed? This would help to understand if resurfacing that drive would be adequate to accommodate for the increased truck traffic, or if a complete reconstruction of the driveway is necessary to accommodate for the increased volume of trucks that will be traveling down Weber's portion of the access drive.*

MHC RESPONSE: Hamilton Partners would not be willing to take boring samples on the Weber property. Hamilton Partners would gladly share the existing borings taken on its property if it would be helpful to Weber in making their own assessment. Conversely, if Weber agreed to compensate Hamilton Partners for costs associated with due diligence of this issue as it pertains specifically to Weber's property, Hamilton Partners would be willing to assist.

6. **VAH COMMENT:** *On any future plans or exhibits, please clearly indicate the bounds of the shared private drive easement, both on your property and on the Weber property.*

MHC RESPONSE: (See attached Exhibit showing bounds of the easement)

7. **VAH COMMENT:** *Please prepare a separate exhibit showing the Weber parking/loading area in relation to the proposed facility, which also clearly indicates the bounds of the shared private drive easement.*

MHC RESPONSE: (See Attached Exhibit)



8. **VAH COMMENT:** *Please prepare a plan which outlines potential site improvement that would help to address cross access site circulation and eliminate passenger/truck conflicts.*

RESPONSE: With the dedication of Meijer Drive and the associated improvements, this shared access easement was clearly intended to be the main access route for both the Weber and Hamilton Partners parcels. The attached exhibit reflects circulation from Meijer Drive and striping the access easement. As intended with the original Meijer Drive dedication documents, there will be an in-bound lane(s) on the Weber portion of the easement and outbound lanes on the HP parcel. To properly accommodate the inbound lanes on the Weber parcel, the existing striping for Weber's parking within the access easement will need to be modified to remove the parking within the easement and minimize potential traffic conflicts. (See attached Exhibit)

9. **VAH COMMENT:** *Please provide a written response outlining why flipping the building is not feasible.*

RESPONSE: Hamilton Partners is the owner of the subject property and thus should be able to place the building in any orientation it desires so long as it conforms with municipal code. The proposed property does conform with municipal code and was approved by the design committee. Furthermore, "flipping" the building would result in a greatly reduced building footprint that would make the project unfeasible economically.

Additionally, IDOT warrants would not allow for an additional traffic signal at the NE corner of the property given the close proximity of the existing traffic signal at Meijer and Algonquin Road. This would result in a "right in right out" for truck traffic at the NE corner of the property without a traffic signal that would make the project and property unfeasible all together for redevelopment to a use conforming with its current M2 zoning due to lack of access to necessary roadways. With the Meijer Drive improvements and the associated regional planning, the primary access for the Hamilton Partners parcel was to be from Meijer Drive, not the easterly secondary access from Algonquin Road. This was approved by both Weber and the Village of Arlington Heights at the time of the Meijer Drive right of way dedication.

10. **VAH COMMENT:** *Please explore options to maintain all truck movements within the subject property.*

RESPONSE: Hamilton Partners is legally permitted to use the access drive per the easement documents. There are no legal grounds for modification of the access rights that were granted by Weber for the enjoyment of our property.

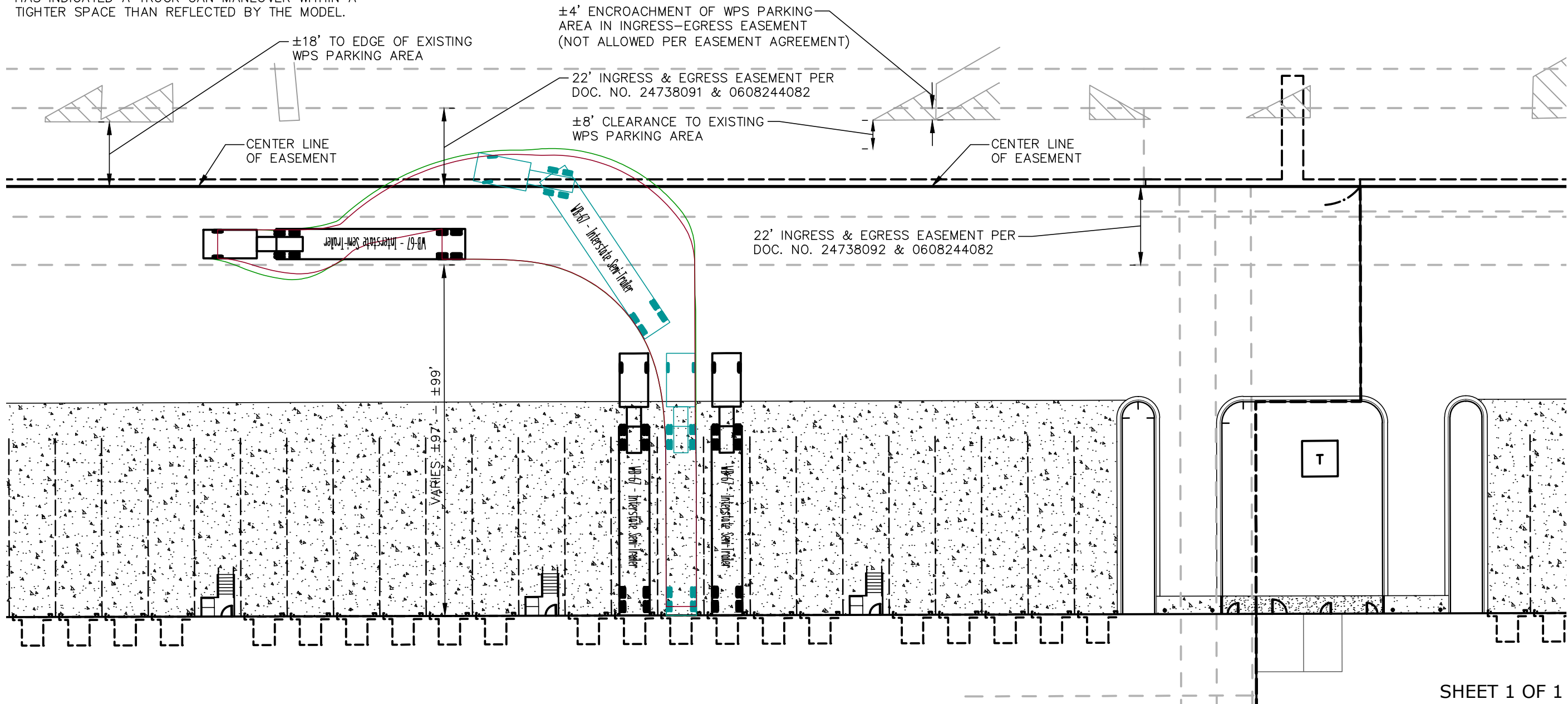
Please contact me directly if any of these responses are insufficient or if any further clarification is required in order to obtain jurisdictional approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joshua Spinks".

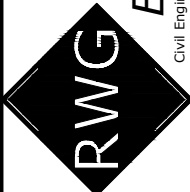
Joshua Spinks
Senior Project Manager
Morgan / Harbour Construction, L.L.C.

NOTE: EXHIBIT REFLECTS A WORST CASE CONDITION WITH A CONSERVATIVE DESIGN MODEL. FIELD EXPERIENCE HAS INDICATED A TRUCK CAN MANEUVER WITHIN A TIGHTER SPACE THAN REFLECTED BY THE MODEL.



SHEET 1 OF 1

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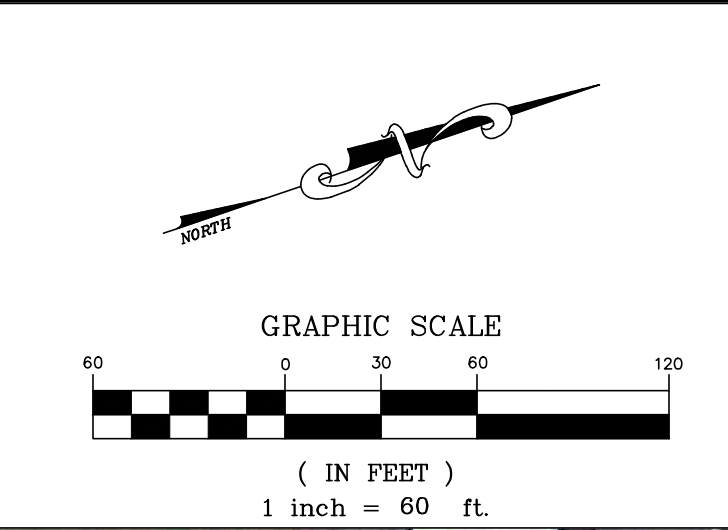
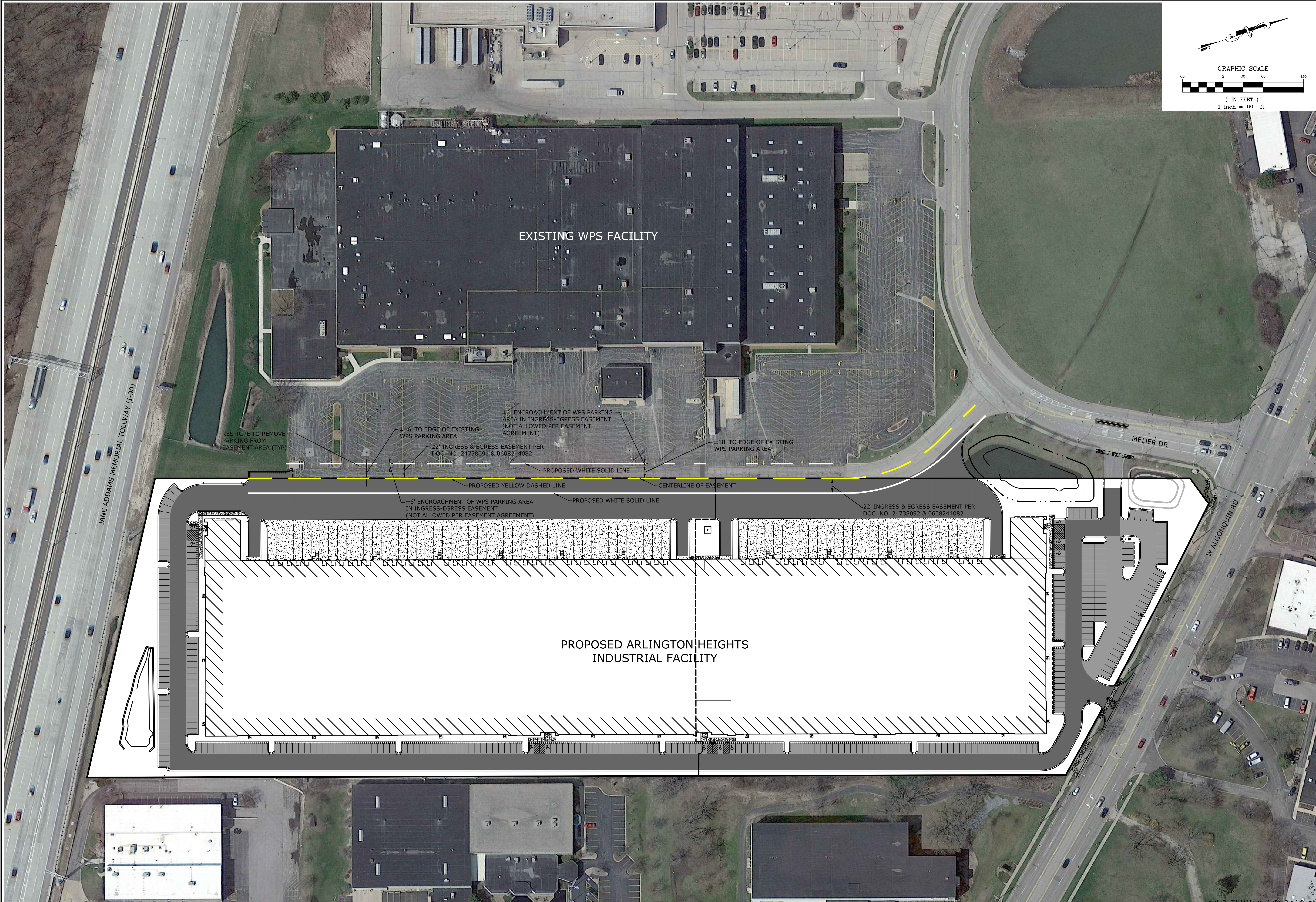


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630.480.7889
www.rwg-engineering.com

ARLINGTON HEIGHTS INDUSTRIAL
ARLINGTON HEIGHTS, ILLINOIS
TRUCK ROUTING EXHIBIT

PROJECT NO. 32212717
DATE 03/22/18
SCALE 1"=30'
PROJ. MGR. PDL
PROJ. ASSOC. RWG



DATE	REVISIONS	DRAWN BY

ARLINGTON HEIGHTS INDUSTRIAL
ARLINGTON HEIGHTS, ILLINOIS
PRIVATE DRIVE ACCESS EASEMENT EXHIBIT

RWG
Engineering, LLC
Civil Engineering • Real Estate Consulting • Project Management
975 E. 22nd St, Suite 400
Wheaton, IL 60189
630.480.7889
www.rwg-engineering.com

PROJECT NO. 32212717
DATE 03/22/18
SCALE 1"=60'
PROJ. MGR. PDL
PROJ. ASSOC. RWG
DRAWN BY AYS

Hubbard, Sam

From: Mike Wauterlek <MWauterlek@hamiltonpartners.com>
Sent: Thursday, March 22, 2018 4:05 PM
To: Hubbard, Sam; Joshua Spinks (jspinks@morganharbour.com)
Subject: Response to question #2
Attachments: Hamilton Partners recent industrial development projects.pdf; Hamilton Partners existing property truck court analysis.pdf

Sam,

I hope you're well. Please see the attached in response to question #2 in the village memo dated 3/20/18. We do not have traffic studies on any of our past projects, but I would be happy to talk through anything else related to the past projects.

The Bensenville project was completed late 2016 and is 100% occupied by two different tenants (Zurn a subsidiary of Rexnord, and Geib Industries). This property was designed to be a high velocity distribution center given its close proximity to O'Hare cargo entrances. This is evidenced by the high loading dock to building square foot ratio (1 dock per each 3,100 square feet) and the 51 trailer parking stalls. At the end of the day we ended up leasing the building to two light distributors and only 25% of the dock positions are being utilized.

1235 Mittel is under construction and scheduled to be delivered by the end of 2018. It is currently not leased.

720 Northgate in Wheeling was completed in late 2017. We ended up selling the property to another industrial developer. I have heard it is half leased. The loading dock to square foot ratio is lower (1 dock per each 5,100 feet) and does not have trailer parking. It has many similarities to our proposed development in Arlington Heights, as the purpose of the property is light distribution.

I've included a second attachment that depicts truck court dimensions of some other properties we own and have owned for several decades. My goal is to convince the village that our proposed design is not only safe, but functional. I could easily include another 50 properties that would illustrate the same point. As proposed, the distance of our truck court from edge of dock to edge of easement is 139'. I've included a combination of properties with shared truck courts and exclusive truck courts as I would describe our proposed development as a hybrid of the two. All three of our previous new developments have truck courts with shorter distances and thus less maneuverability than our proposed project (Wood Dale 130', Bensenville 125', and Wheeling 111' to edge of car stall). I've also included aerials of 3 properties with varying vintages ranging from the late 70's to the mid 90's. While only 3 properties are included, the 3 properties are very much representative of the design of the 30 million plus square feet of industrial real estate we have developed locally. All 3 properties have a combination of both truck and car traffic, but lack the dedicated access drive of our property. Over the course of the multiple decades of ownership, we are not aware of any accidents that have occurred at these properties within drive ways or truck courts.

Off topic, but we take great pride in our work. Not only does this property have exposure off of a major expressway, but with our headquarters in Itasca it is right in our back yard. Once completed, it will certainly be a great point of pride for us and hopefully for the village as well. We have made a significant investment in the Village of Arlington Heights based upon your good reputation and the quality of the individuals we have met with. It is very reasonable to believe that this could be the first of many such collaborations between the Village of Arlington Heights and Hamilton Partners. With all of this said, I'm very hopeful that the village will approve our project as proposed.

Thank you

Mike Wauterlek

Hamilton Partners
Office 630.250.9700
Mobile 773.623.9819
Fax 630.250.8521

mw@hpre.com

Bensenville Corporate Center
340 County Line Road
Bensenville, IL

HAMILTON
PARTNERS



Building Specs

Available Space: 184,000 SF (Divisible)

Office: To Suit

Construction: Pre-cast Concrete

Available Date: Delivery in 2014

Site Size: 11.51 Acres

Ceiling Height: 32'

Car Parking: 159 Stalls

Trailer Parking: 51 Stalls

Bay Sizes: 50' x 50' (Speed bay of 60')

Loading: 44 Exterior Docks (West Facing)

15 Exterior Docks (East Facing)

2 Grade Level Drive-in Doors

Sprinkler System: ESFR

Lease Rate: Subject To Offer

Sale Price: Subject To Offer

Comments:

- DuPage County Real Estate Taxes
- Cross Dock Design
- Proximity to Planned Taft Avenue Connector and Franklin Avenue/Green Street interchange along I-294 West Bypass

CBRE

Matt Mulvihill

Senior Vice President

matt.mulvihill@cbre.com

847 706 4964

Kevin Segerson

Vice President

kevin.segerson@cbre.com

847 585 0680

Cal Payne

Associate

calum.payne@cbre.com

847 706 4995

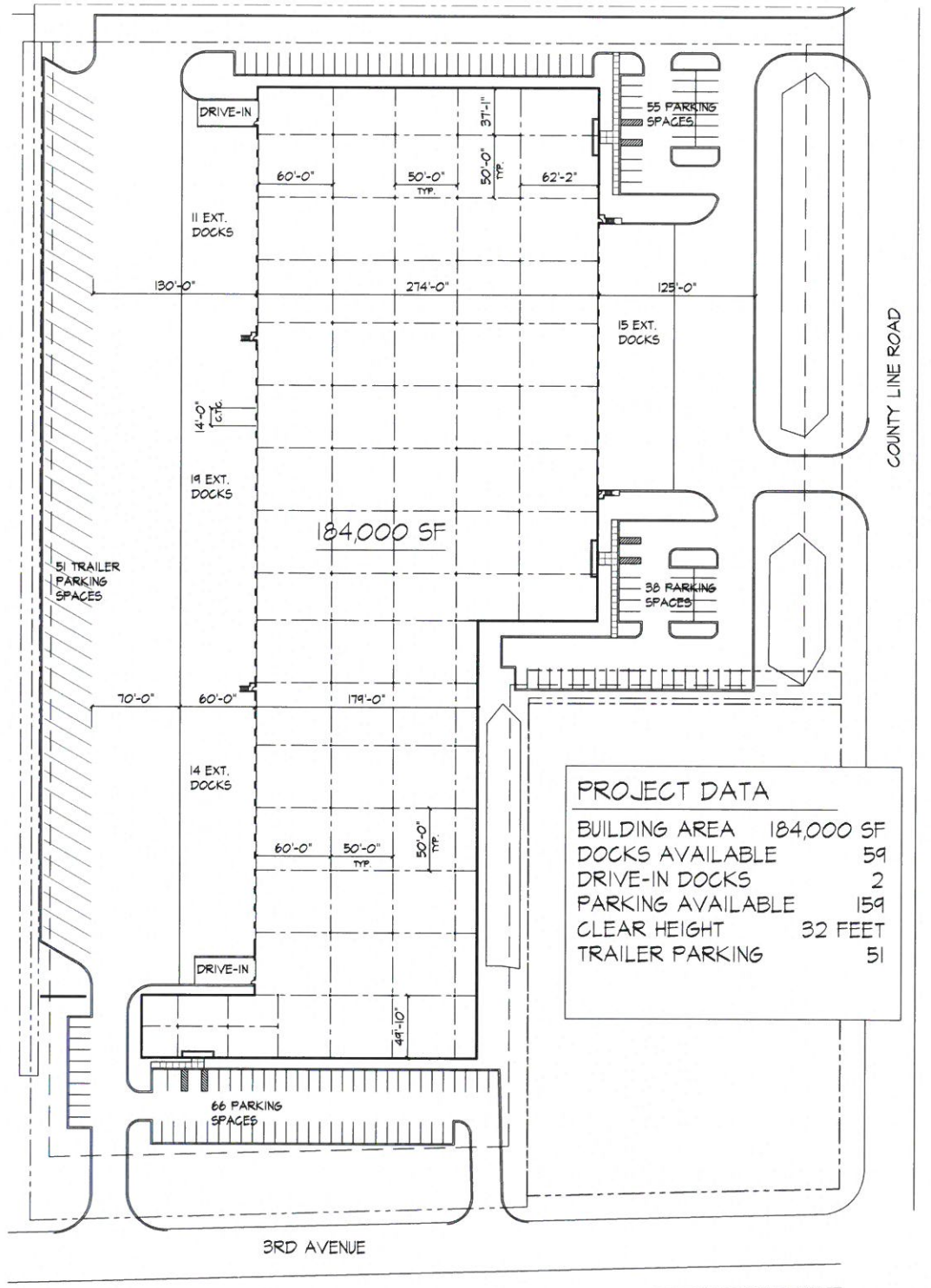
HAMILTON
PARTNERS

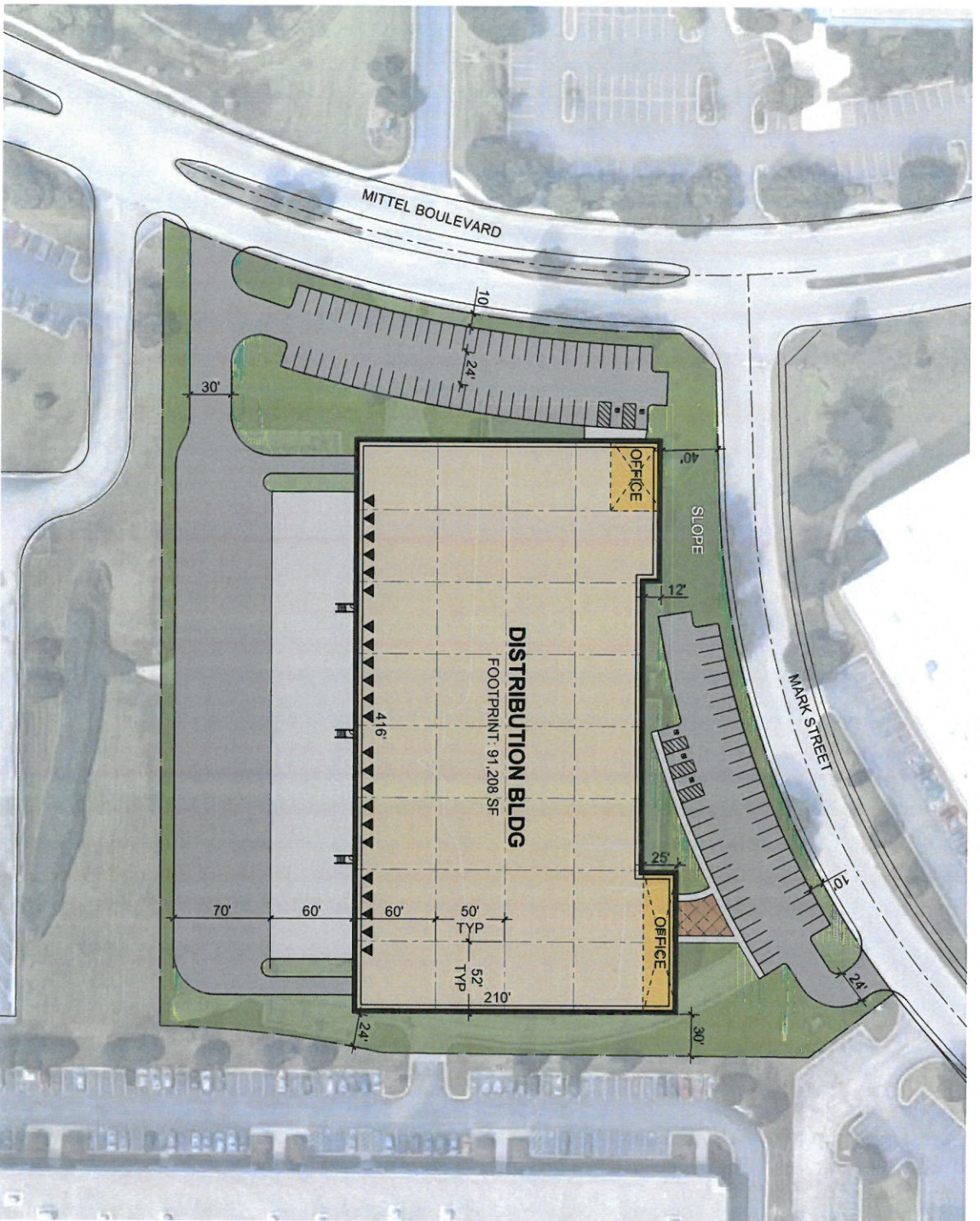
Hamilton Partners Industrial Division

Industrial@hamiltonpartners.com

630 250 8521

Site Plan





HAMILTON
PARTNERS

Scheme: 06

Conceptual Site Plan

1235 Mittel
1235 North Mittel Boulevard, Wood Dale, IL 60191, USA

WARE MALCOMB

CH18-0227-00
31.23.2316

SHEET
1

PROJECT DATA:		DEVELOPMENT STANDARDS	
SITE AREA:	5.47 AC	ZONING:	1-1
GROSS:	238,338 SF	MAX. F.A.R.:	N/A
DEFENTION:	@ 0%	MAX. COVERAGE:	80%
SLOPE:	0 SF	BUILDING SETBACKS:	
NET:	5.47 AC	FRONT:	40 FT
BUILDING FOOTPRINT:	238,338 SF	SIDE:	20 FT
WAREHOUSE:	91,208 SF	REAR:	20 FT
OFFICE:	86,668 SF	LANDSCAPE SETBACKS:	
FAR:	@ 5%	FRONT:	N/A
GROSS:	4,324 SF	SIDE:	N/A
NET:	0.38	REAR:	N/A
PARKING REQUIRED:	17,430 SF	LANDSCAPE REQ:	N/A
WAREHOUSE:	14 STALLS	OFF-STREET PARKING:	9x18
OFFICE:	1,333 SF	COMPACT:	N/A
PARKING PROVIDED:	74 STALLS	COMPACT %:	N/A
AUTO:	101 STALLS	DRIVE AISLE:	24 FT
TRUCK:	@ 111,700 SF	FIRE LANE:	20 FT
TRAILER:	5 STALLS	OVERHANG:	N/A
REQ. ACCESSIBLE:	0 STALLS	TREE WELL:	7x7
TRUCK DOCKS:	23	REQ. PARKING RATIO BY USE:	
DOCK-HIGH DOORS	2	WAREHOUSE:	17,430 SF
GRADE-LEVEL DOORS	2	OFFICE:	1,333 SF

NOTES:
1. All dimensions are in feet unless otherwise noted.
2. All setbacks are from the street frontage.
3. All setbacks are from the property line.
4. All setbacks are from the building footprint.
5. All setbacks are from the building footprint.





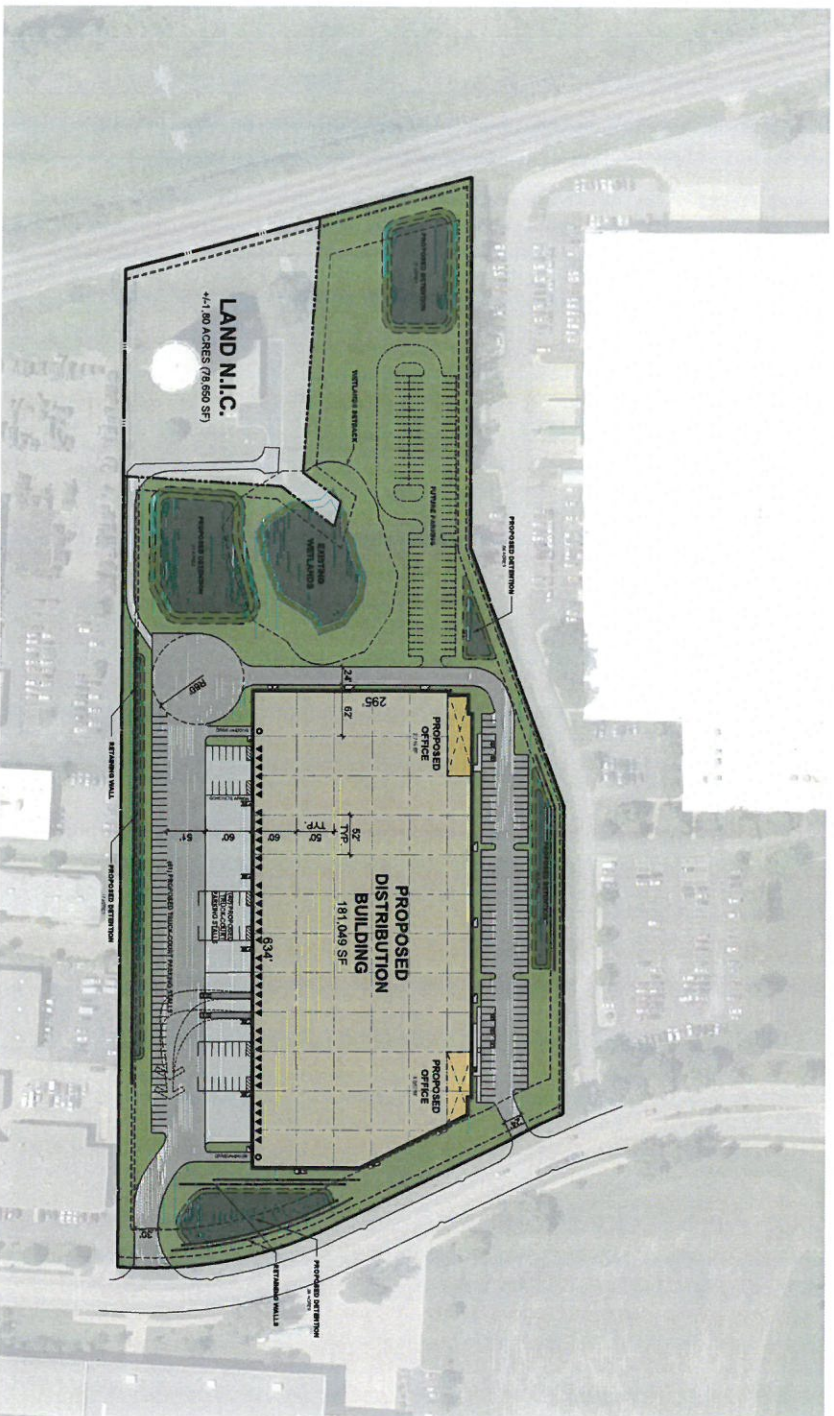
Wheeling Distribution Center Conceptual Building Design

750 NORTHGATE PARKWAY
WHEELING, IL

CH116-0026-00
CONCEPTUAL DESIGN
10.31.2016

WARE MALCOMB

architecture | planning | interiors
graphics | civil engineering



PROJECT DATA:

SITE AREA:

GROSS: 13.95 AC (607,585 SF)
 DETENTION: 1.57 AC (68,431 SF) @ 11%
 NET: 12.4 AC (539,154 SF)
(LESS WETLANDS, DETENTION & AREA N.I.C.)

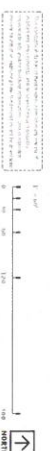
TOTAL BUILDING AREA: 181,049 SF

COVERAGE: 33.58% (NET)

AUTO PARKING: 97 STALLS
 PROPOSED: 90 STALLS
 FUTURE: 187 STALLS
 FUTURE TOTAL:

DRIVE-IN DOORS: 2 POSITIONS
 DOCK DOORS: 35 POSITIONS

- ▶ DOCK HIGH TRUCK DOOR
- GRADE LEVEL TRUCK DOOR



SHEET 38

Proposed Site Plan

WHEELING DISTRIBUTION CENTER
 WHEELING, IL

WARE MALCOMB

CH16-0076-00
 10.31.2016

SHEET
 2

HAMILTON
 PARTNERS



North West Building Perspective

KEY NOTES

- 1 STRUCTURAL PRE-CAST CONCRETE PANELS WITH 3/4" REVEALS TYPICAL. ANTI GRAFFITI SEAL / PAINT 1, PAINT 2, ACCENT COLOR PAINT 3
- 2 DUAL, HIGH PERFORMANCE VISION GLASS CLEARSTORY GLAZING
- 3 DUAL, HIGH PERFORMANCE VISION GLASS
- 4 STOREFRONT WINDOW WITH 2" ANODIZED ALUMINUM MULLIONS (ARCADIA AB-1)



North East Building Perspective

HAMILTON
PARTNERS

SCENE 1

Proposed Building Design

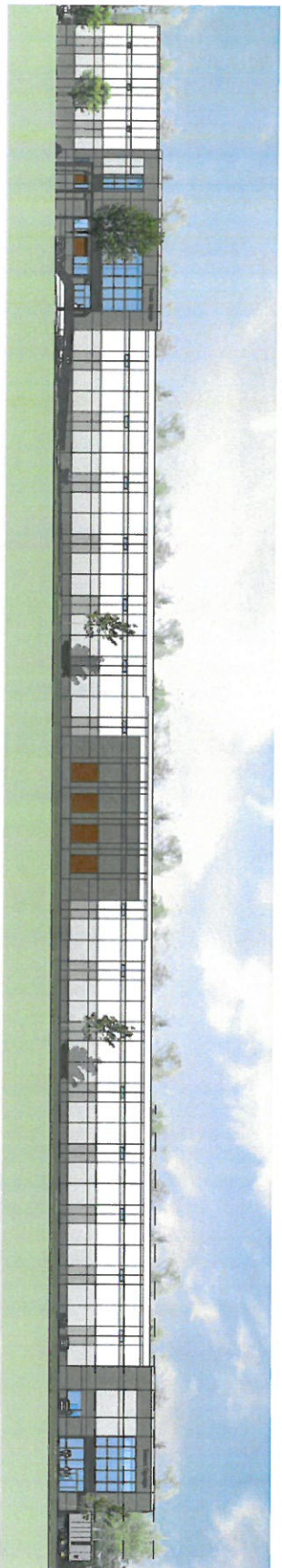
WHEELING DISTRIBUTION CENTER
WHEELING, IL

WARE MALCOMB

CH116-0056-00
10.31.2016

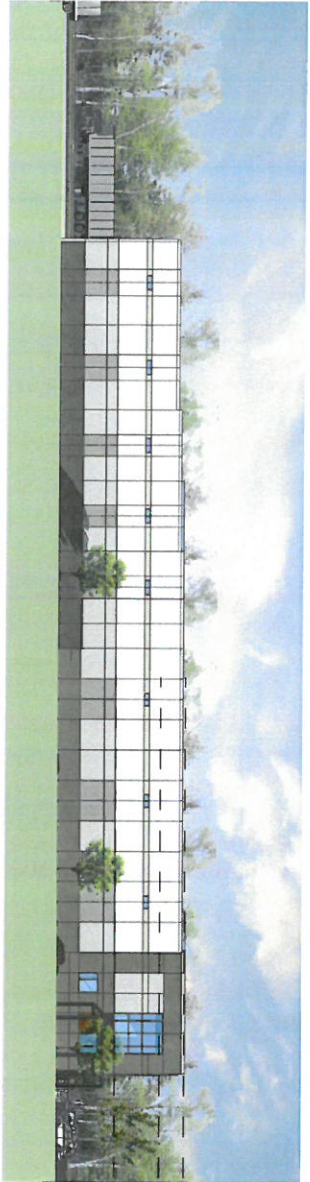
SHEET
4

North Building Elevation



TOP OF PARAPET
40'-0"
CLEAR HEIGHT
32'-0"
OPTIONAL 2ND FLOOR
14'-0"
FINISH GRADE
0'-0"

East Building Elevation



TOP OF PARAPET
40'-0"
CLEAR HEIGHT
32'-0"
OPTIONAL 2ND FLOOR
14'-0"
FINISH GRADE
0'-0"

HAMILTON PARTNERS

SCHEME : 1

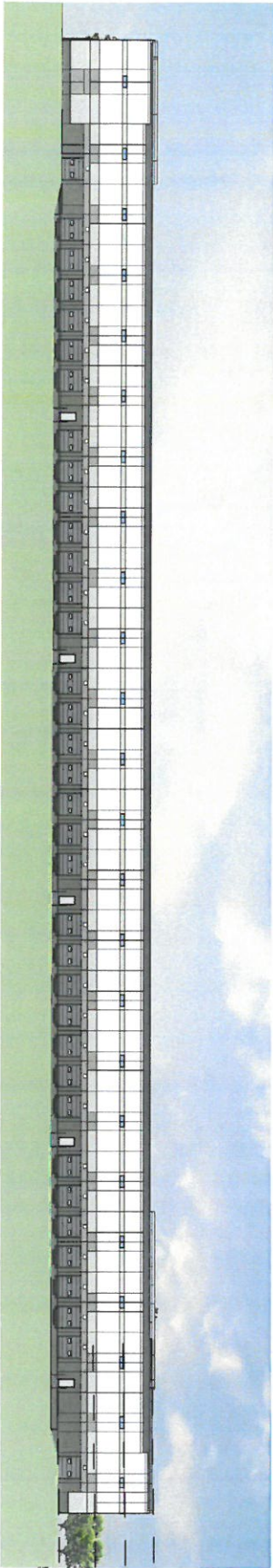
Proposed Building Elevations

WHEELING DISTRIBUTION CENTER
WHEELING, IL

WARE MALCOMB

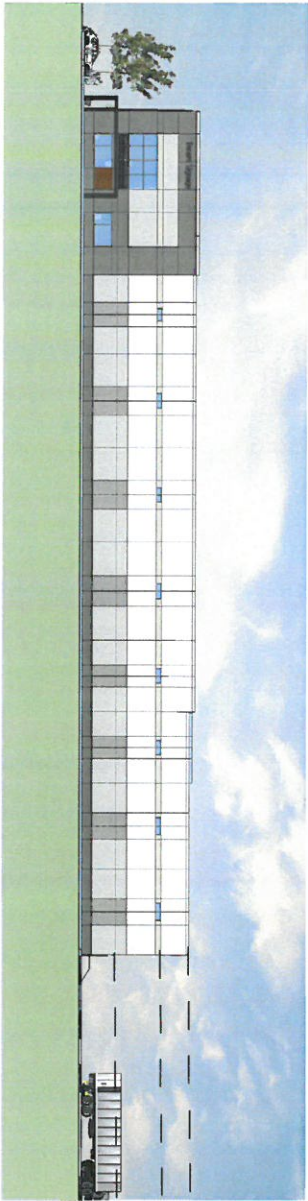
CH116-0076-00
10.31.2016

SHEET
5



South Building Elevation

TOP OF PARAPET
40'-0"
CLEAR HEIGHT
32'-0"
OPTIONAL 2ND FLOOR
14'-0"
FINISH GRADE
0'-0"



West Building Elevation

TOP OF PARAPET
40'-0"
CLEAR HEIGHT
32'-0"
OPTIONAL 2ND FLOOR
14'-0"
FINISH GRADE
0'-0"



SCHEME : 1

Proposed Building Elevations

WHEELING DISTRIBUTION CENTER
WHEELING, IL

WARE MALCOMB

CH16-0026-00
10.31.2016

800 Mark Street Elk Grove Village

800 Mark St

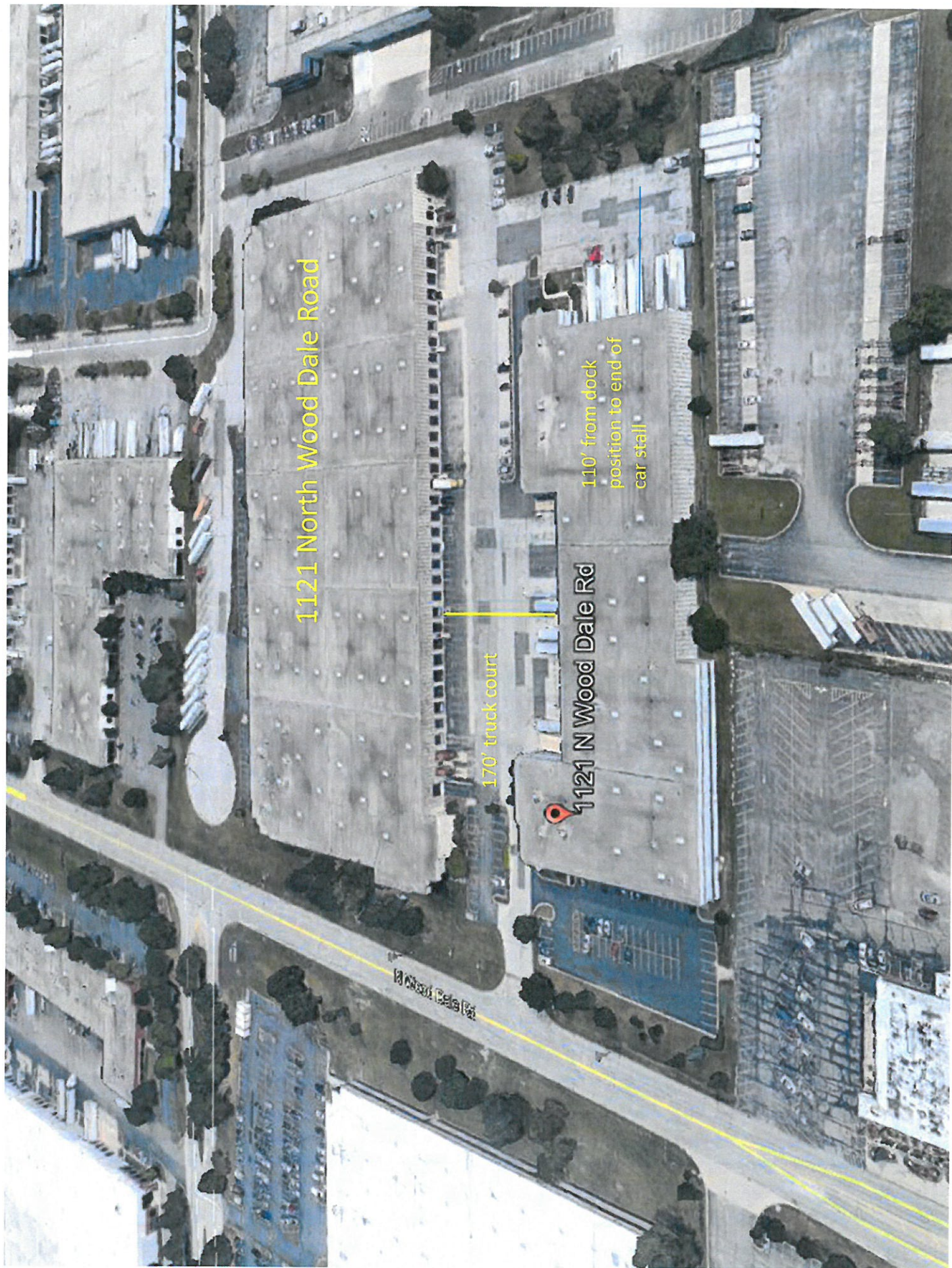
170'
shared
truck court





Bensenville
Industrial
Park

120' truck court assuming car parking is not utilized



1121 North Wood Dale Road

170' truck court

110' from dock
position to end of
car stall

1121 N Wood Dale Rd