

**Item #3:**

**Res. Approving Stormwater Easement – 2544 Shenandoah  
(Easement To Be Provided Prior To The Board Meeting)**

**VILLAGE OF LONG GROVE**

**RESOLUTION NO. 2016-R-\_\_\_**

**A RESOLUTION APPROVING EASEMENT AGREEMENTS  
FOR SHENANDOAH LANE STORM SEWER PROJECT**

**WHEREAS**, certain areas of the Village of Long Grove (the "**Village**") have experienced persistent stormwater management problems, including an area along Shenandoah Lane; and

**WHEREAS**, the Village has been offered grant funds for addressing the Shenandoah stormwater management problems, and the Village has caused the Village Engineer to design a storm sewer system to alleviate to an extent the stormwater management problems in the Shenandoah Lane area (the "**Project**"); and

**WHEREAS**, in order to undertake the Project, the Village is required to obtain an easement from the owner of property commonly known as 2544 Shenandoah Lane; and

**WHEREAS**, the Village and the owner of 2544 Shenandoah Lane have negotiated in good faith, and the Village expects to obtain a temporary construction easement and a permanent storm sewer easement across the northerly portion of 2544 Shenandoah Lane in substantially the forms attached hereto as Exhibit A (the "**Permanent Easement**") and Exhibit B (the "**Temporary Easement**"); and

**WHEREAS**, the President and Board of Trustees of the Village (the "**Village Board**") have determined that it is in the best interests of the Village and its residents to acquire the Permanent Easement and the Temporary Easement in order to proceed with the Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS**, as follows:

**SECTION ONE. Recitals.** The recitals set forth above are incorporated as a part of this Resolution by this reference.

**SECTION TWO. Approval of Easements; Authorizations.**

(a) The Village Board hereby approves the Permanent Easement and the Temporary Easement in substantially the forms attached hereto as Exhibit A and Exhibit B, respectively.

(b) The Village President and Village Manager are each authorized to execute, and the Village Clerk or a Deputy Clerk of the Village is authorized to attest the Permanent Easement and the Temporary Easement on behalf of the Village. In the event that the owner of 2544 Shenandoah Lane seeks to modify the form of the Permanent Easement or Temporary Easement, the Village Manager (in consultation with the Village Engineer and Village Attorney) shall determine in the Manager's reasonable judgment whether such modifications are substantially conforming with the form of the Permanent Easement or Temporary Easement attached hereto.

**SECTION THREE. Effective Date.** This Resolution shall be in effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

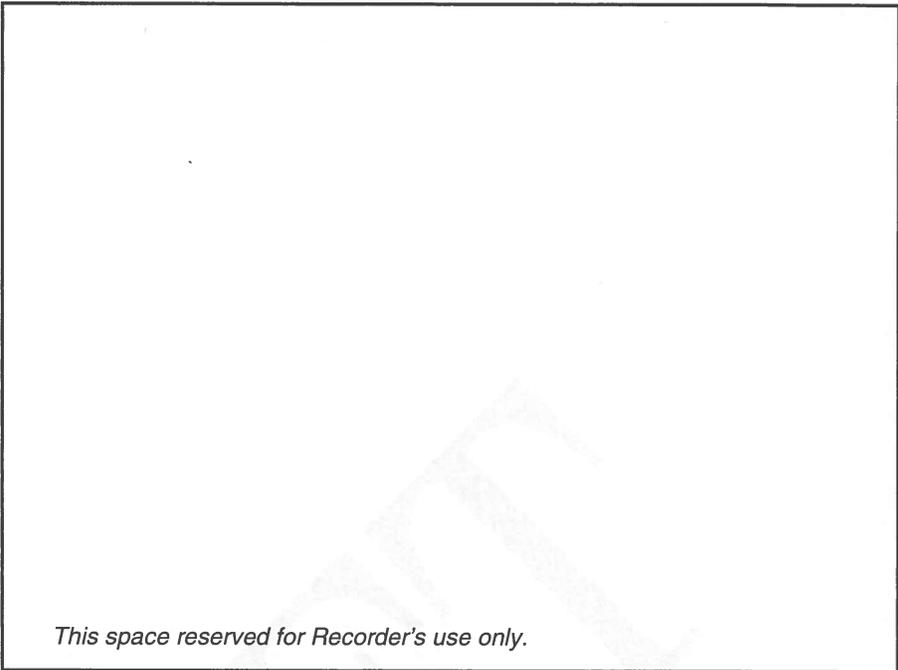
**EXHIBIT A**

**Permanent Easement**

DRAFT

**This instrument prepared for  
and after recording return to:**

David Lothspeich  
Village Manager  
Village of Long Grove  
3110 Old McHenry Road  
Long Grove, IL 60047



**EASEMENT AGREEMENT**

**THIS AGREEMENT**, dated as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **THE VILLAGE OF LONG GROVE**, an Illinois non-home rule municipality ("**Village**"), and The Muttillainen Family Declaration of Revocable Trust Agreement No. 001 dated December 15, 2011, and Mark A. Muttillainen, Trustee, whose address is 2544 Shenandoah Lane, Long Grove, Illinois 60047 ("**Owner**");

**RECITALS:**

**A.** Owner is the legal owner of record of certain real property situated in the Village of Long Grove, County of Lake, and State of Illinois, which real property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("**Property**").

**B.** The Village intends to install and desires to locate an underground storm sewer in, upon, over, under, through, along, and across that part of the Property legally described in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof ("**Easement Premises**").

C. The Village agrees that such storm sewer shall be located within the Easement Premises in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE,** in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth herein and other good and valuable consideration paid by the Village to Owner, the receipt and sufficiency of which are hereby acknowledged, the parties thereto mutually agree as follows:

**Section 1: Recitals.** The foregoing recitals are hereby incorporated into and made a part of this Agreement as if fully set forth.

**Section 2: Grant of Easements.** Owner hereby grants to the Village, its successors and assigns, a perpetual non-exclusive easement and right of way to survey, construct, reconstruct, lay, use, own, operate, maintain, test, inspect, repair, replace, enlarge, renew, alter, remove, or abandon in place (collectively, "***Installation***") a storm sewer of such size, material, and number, and with such attachments, equipment, and appurtenances thereto as the Village may deem necessary or desirable for its needs (collectively, "***Utility Facilities***"), all of which are subject to the terms and conditions herein set forth, in, upon, over, under, through, along, and across the Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises. The Utility Facilities shall be generally installed at grade and underground within the Easement Premises. The Village, its successors and/or assigns, shall have no right to use the Easement Premises for any purpose other than that expressly stated herein.

**Section 3: Installation.** The Village agrees that the Installation (including maintenance and future repair) of the Utility Facilities shall be done and completed in a good, safe, and workmanlike manner, in accordance with all applicable statutes, ordinances, codes, rules and regulations applicable thereto, and subject to restoration of the Property as hereinafter set forth, all at the sole expense of the Village. Such Installation shall be conducted in the name of, or pursuant to contracts or agreements with, the Village pursuant to plans approved by the Village

in accordance with applicable law. Except in the event of an emergency, the Village shall make reasonable efforts to notify Owner in advance of the commencement of any Installation activities on the Easement Premises. In addition, during any Installation activities, the Village shall maintain reasonable access to and from the Property for Owner, subject to the terms of this Agreement.

**Section 4: Restoration.** Upon completion of any Installation activity on the Easement Premises on the Property by the Village, its authorized agents, servants, employees, contractors, or persons acting pursuant to contracts or agreements with the Village, the Village agrees, without expense to the Owner, to (a) remove all excess spoil and debris from the Property; (b) replace and grade all topsoil removed in connection with such Installation, including restoration of the natural grade on the Property; (c) restore all fences, roads, plantings, landscaping, and improvements as nearly as practicable to the condition immediately preceding the Installation if damaged or removed as a direct result of the Installation; (d) replace any and all grass removed in connection with such Installation by seeding with a good quality seed of like quality; (e) replace any and all natural grass removed in connection with such Installation by seeding with a good quality natural seed; and (f) repair any damages to the Easement Premises or the Property.

**Section 5: Hold Harmless.** The Village, for itself, its successors and/or assigns, agrees to indemnify and save and hold Owner, their successors and/or assigns, including their invitees and tenants, harmless from all claims, causes of action, suits, damages, or demands (whether for death, bodily injury, personal injury, or property injury) that arise from the negligence of the Village or its authorized agents, servants, employees, contractors, or persons acting pursuant to contracts or agreements with the Village in the Installation of the Utility Facilities on the Easement Premises. The Village's obligations under this Section shall include payment of reasonable and necessary attorneys' fees, expenses, costs, settlements, and judgments.

**Section 6: Reservation of Rights.**

A. Easement Premises. Owner hereby reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Village of the rights granted hereunder; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises, nor permit the Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Village. Owner shall have the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises; provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby; and provided further, however, that the Village shall have first consented in writing to the terms, nature, and location of any such other easements, which consent(s) shall not be unreasonably withheld.

B. The Property. Except as otherwise provided in Section 2 of this Agreement, the Village agrees for itself and its successors and assigns not to interfere with the peaceable and quiet enjoyment of the Property by Owner, their successors and/or assigns, and their invitees, guests, occupants, and/or tenants, from time to time.

**Section 7: Title Matters.** Owner represents that this Agreement is subject to one or more mortgage interests (the "***Mortgages***"). Owner hereby agrees to make all reasonable efforts to secure the consent from the holder(s) of all Mortgages in a form reasonably satisfactory to the Village and to do all things reasonably necessary to perfect the easements herein granted to the Village.

**Section 8: Remedies.** It is agreed that the parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement. The prevailing party in any such enforcement action shall be entitled to recover its costs and reasonable attorneys' fees.

**Section 9: Covenants Running with the Land.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Easement Premises and shall be binding upon and inure to the benefit of Owner and the Village and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, tenants, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. Upon transfer of Ownership of the Property, all rights and responsibilities of the Owner or the Owner's successors and assigns (the "***Transferor***") shall be transferred to the transferee, and liability of the Transferor for breach of covenant occurring thereafter automatically terminates. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

**Section 10: Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person and receipted for on a business day at the address set forth below: (b) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; or (c) when delivered to the address listed below by any courier service to the address listed below:

To Owner:

Mark A. Mutttilainen, Trustee  
2544 Shenandoah Lane  
Long Grove, Illinois 60047

With a copy to:

Anne C Grow, Esquire  
830 W Route 22, Suite 236  
Lake Zurich, IL 60047-2389

To the Village:

Village of Long Grove  
3110 Old McHenry Road  
Long Grove, Illinois 60047  
Attention: David A. Lothspeich, Village Manager

with a copy to:

Filippini Law Firm LLP  
990 Grove Street, Suite 220  
Evanston, Illinois 60201  
Attention: Victor P. Filippini, Jr.

By notice complying with the requirements of this Section, each party shall have the right to change the addressee, the address of the addressee, or both for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

**Section 11: Assignment of Rights.** Owner agrees that the Village may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of Owner, its successors and/or assigns, but no such assignment will release the Village from its duties hereunder unless the Owner, its successors and/or assigns, expressly agrees.

**Section 12: Amendment; Interpretation.** This Agreement may be modified, amended, or annulled only by the written agreement of Owner and the Village, and such amendment (as well as this Agreement) may be executed in multiple counterparts, each of which shall be an

original and all of which shall constitute a single instrument. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

**Section 13: Survival.** All representations contained herein shall survive the execution of this Agreement and the recordation thereof and shall not be merged.

**Section 14: Additional Consideration.** In addition to the other matters set forth in this Agreement, the Village agrees to reimburse Owner for reasonable attorneys' fees that Owner incurs in connection with the review and approval of this Agreement and the Construction Easement Agreement entered into contemporaneously with this Agreement, which amount shall not exceed \$2,500.00.

***[Signature pages to follow.]***

**IN WITNESS WHEREOF**, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute same.

**ATTEST:**

**VILLAGE OF LONG GROVE**

\_\_\_\_\_

\_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF LAKE        )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Angela Underwood, personally known to me to be the President of the Village of Long Grove, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the President and Clerk of the Village of Long Grove, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Village of Long Grove for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_ (SEAL)

**MARK A. MUTTILAINEN, Trustee**

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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF LAKE        )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark A. Muttillainen, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that as Trustee of The Muttillainen Family Declaration of Revocable Trust Agreement No. 001 dated December 15, 2011, signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Trust for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_(SEAL)

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOT 127 IN LONG GROVE COUNTRY CLUB ESTATES UNIT #2, A SUBDIVISION IN SECTION 36, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED JULY 15, 1963 AS DOCUMENT NO. 1192101 IN BOOK 39, PAGE 10 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 16, 1963 AS DOCUMENT 1200027, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

2544 SHENANDOAH LANE  
LONG GROVE, ILLINOIS 60047

PIN 14-36-403-002

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE EASEMENT PREMISES**

THE NORTHERLY TWENTY FEET (20') [EXCEPT THE EAST TWELVE FEET (12') THEREOF] OF LOT 127 IN LONG GROVE COUNTRY CLUB ESTATES UNIT #2, A SUBDIVISION IN SECTION 36, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED JULY 15, 1963 AS DOCUMENT NO. 1192101 IN BOOK 39, PAGE 10 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 16, 1963 AS DOCUMENT 1200027, IN LAKE COUNTY, ILLINOIS.

BEING PART OF THE PROPERTY  
COMMONLY KNOWN AS:

2544 SHENANDOAH LANE  
LONG GROVE, ILLINOIS 60047

PIN 14-36-403-002

# Exhibit

**Easement:** 12.00 feet (except the East 12.00 feet thereof) of Lot 127 in Long Grove Country Club Estates Unit No. 2, being a Subdivision in Section 36, Township 43 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded July 15, 1963 as Document No. 1192101, in Lake County, Illinois.

**Temporary Construction Easement:** 20.00 feet (except the East 12.00 feet thereof) of Lot 127 in Long Grove Country Club Estates Unit No. 2, being a Subdivision in Section 36, Township 43 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded July 15, 1963 as Document No. 1192101, in Lake County, Illinois.



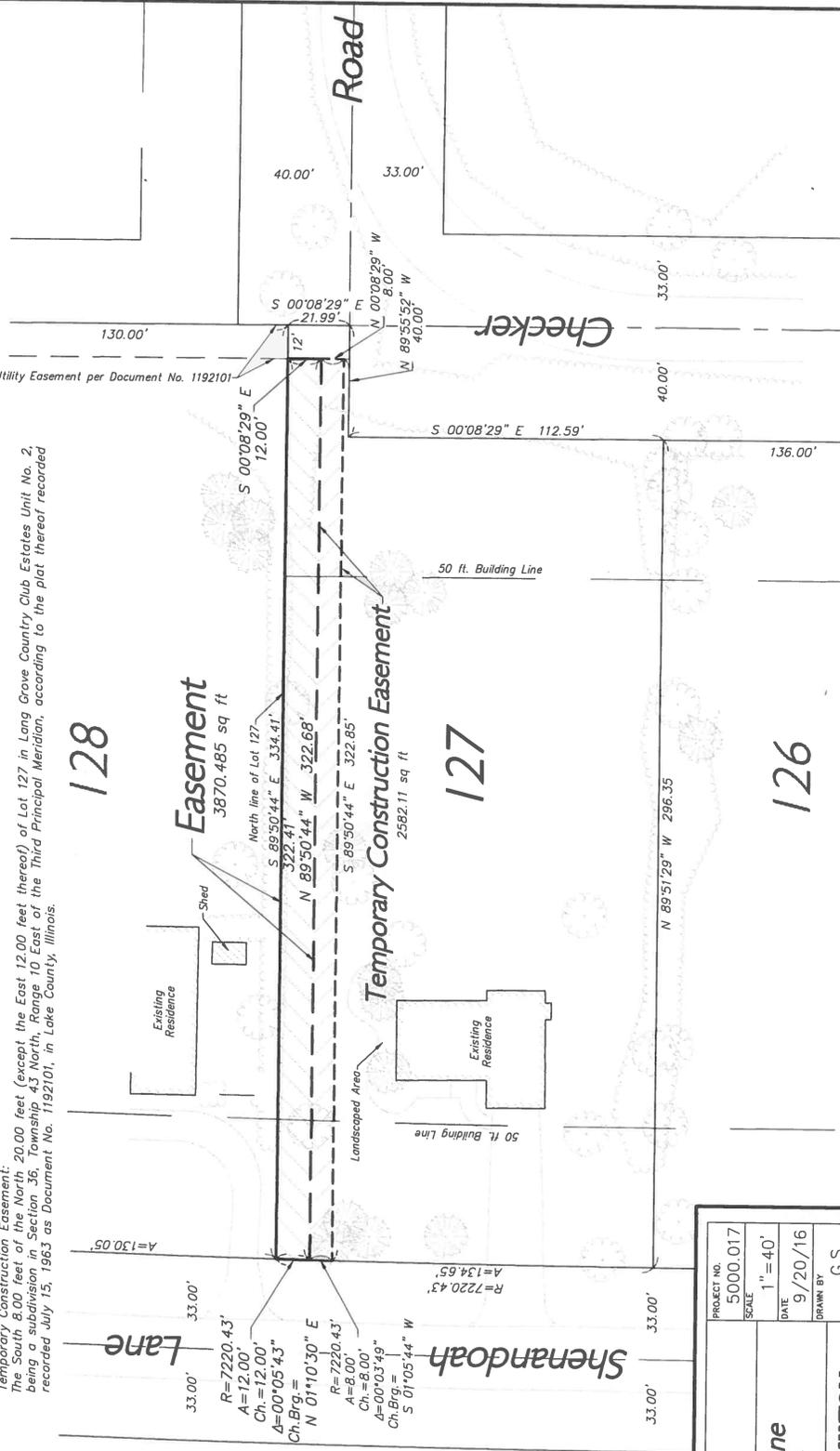
GRAPHIC SCALE



( IN FEET )

1 inch = 40 ft.

P.I.N.: 14-36-403-002



SHEET TITLE	<b>Exhibit</b>			
	PROJECT	2544 Shenandoah Lane	DATE	9/20/16
PROJECT NO.	5000.017	SCALE	1" = 40'	DRAWN BY
DATE	9/20/16	CHECKED BY	G.S.	DRAWING NO.
<b>GHA GEWALT HAMILTON ASSOCIATES, INC.</b>			1	
625 Forest Edge Drive			1 of 1 Sheets	
Vernon Hills, IL 60061				
TEL 847.478.9700				
FAX 847.478.9701				

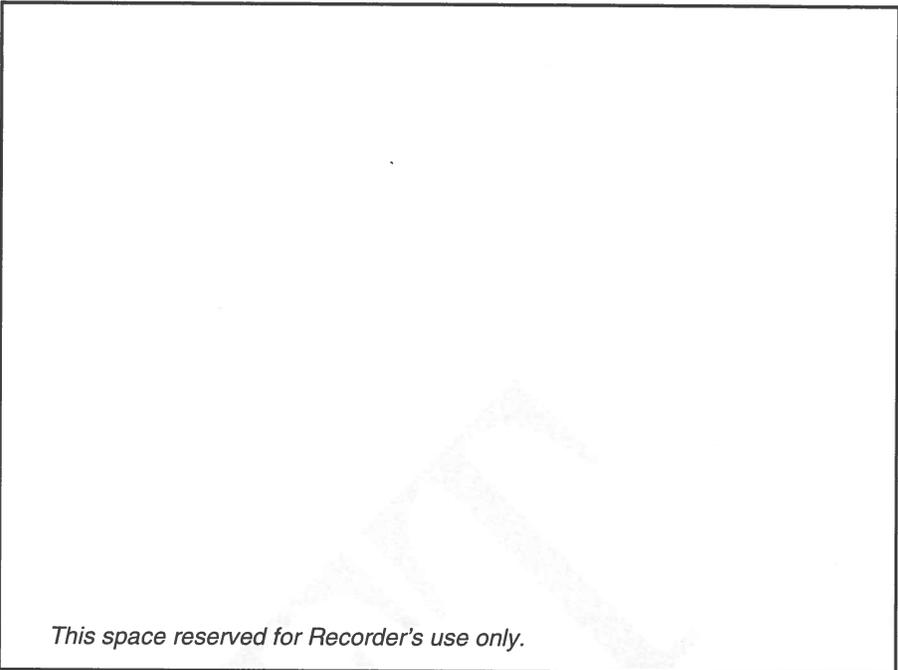
**EXHIBIT B**

**Temporary Easement**

DRAFT

**This instrument prepared for  
and after recording return to:**

David Lothspeich  
Village Manager  
Village of Long Grove  
3110 Old McHenry Road  
Long Grove, IL 60047



**CONSTRUCTION EASEMENT AGREEMENT**

**THIS AGREEMENT**, dated as of this \_\_\_\_ day of \_\_\_\_\_, 2016 (the "**Effective Date**"), by and between **THE VILLAGE OF LONG GROVE**, an Illinois non-home rule municipality ("**Village**"), and The Muttillainen Family Declaration of Revocable Trust Agreement No. 001 dated December 15, 2011, and Mark A. Muttillainen, Trustee, whose address is 2544 Shenandoah Lane, Long Grove, Illinois 60047 ("**Owner**");

**RECITALS:**

**A.** Owner is the legal owner of record of certain real property situated in the Village of Long Grove, County of Lake, and State of Illinois, which real property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("**Property**").

**B.** By separate instrument, Owner has granted to the Village a permanent easement over the northerly 12 feet of the Property (the "**Permanent Easement**") to install and locate an underground storm sewer (the "**Utility Facilities**") in, upon, over, under, through, along, and across that part of the Property.

C. In order to facilitate the initial installation of the Storm Sewer Facilities, the Village has requested, and the Owner has agreed to grant, a temporary construction easement over a portion of the Property and immediately south of the Permanent Easement, which temporary construction easement is legally described in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof ("**Temporary Easement Premises**").

C. The Village and Owner have agreed that the temporary construction easement herein granted shall be subject to, and used in accordance with, the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth herein and other good and valuable consideration paid by the Village to Owner, the receipt and sufficiency of which are hereby acknowledged, the parties thereto mutually agree as follows:

**Section 1: Recitals.** The foregoing recitals are hereby incorporated into and made a part of this Agreement as if fully set forth.

**Section 2: Grant of Temporary Construction Easement.** Owner hereby grants to the Village, its successors and assigns, a non-exclusive temporary construction easement and right of way to survey, construct, reconstruct, lay, test, inspect, and put into service (collectively, "**Installation**") the Utility Facilities in the Permanent Easement, all of which are subject to the terms and conditions herein set forth, in, upon, over, under, through, along, and across the Temporary Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Temporary Easement Premises. The Village, its successors and/or assigns, shall have no right to use the Temporary Easement Premises for any purpose other than that expressly stated herein.

**Section 3: Installation.** The Village agrees that the Installation of the Utility Facilities shall be done and completed in a good, safe, and workmanlike manner, in accordance with all applicable statutes, ordinances, codes, rules and regulations applicable thereto, and subject to

restoration of the Property as hereinafter set forth, all at the sole expense of the Village. Such Installation shall be conducted in the name of, or pursuant to contracts or agreements with, the Village pursuant to plans approved by the Village in accordance with applicable law. Except in the event of an emergency, the Village shall make reasonable efforts to notify Owner in advance of the commencement of any Installation activities on the Easement Premises. In addition, during any Installation activities, the Village shall maintain reasonable access to and from the Property for Owner, subject to the terms of this Agreement.

**Section 4: Restoration.** Upon completion of the Installation of the Utility Facilities within the Permanent Easement on the Property by the Village, its authorized agents, servants, employees, contractors, or persons acting pursuant to contracts or agreements with the Village, the Village agrees, without expense to the Owner, to (a) remove all excess spoil and debris from the Property; (b) replace and grade all topsoil removed in connection with such Installation, including restoration of the natural grade on the Property; and (c) implement the landscaping plan as set forth on Exhibit C attached hereto and by this reference incorporated herein and made a part hereof ("**Landscaping Plan**"). In addition, the Village agrees to reimburse Owner for the reasonable costs that Owner may incur in repairing an electronic dog fence located within the Permanent Easement or the Temporary Easement Premises within 45 days after Owner delivers an invoice and evidence of payment therefor.

**Section 5: Hold Harmless.** The Village, for itself, its successors and/or assigns, agrees to indemnify and save and hold Owner, their successors and/or assigns, including their invitees and tenants, harmless from all claims, causes of action, suits, damages, or demands (whether for death, bodily injury, personal injury, or property injury) that arise from the negligence of the Village or its authorized agents, servants, employees, contractors, or persons acting pursuant to contracts or agreements with the Village in the Installation of the Utility Facilities on the Temporary Easement Premises. The Village's obligations under this Section

shall include payment of reasonable and necessary attorneys' fees, expenses, costs, settlements, and judgments.

**Section 6: Reservation of Rights.** Except as otherwise provided in this Agreement, the Village agrees for itself and its successors and assigns not to interfere with the peaceable and quiet enjoyment of the Property by Owner, its successors and/or assigns, and its invitees, guests, occupants, and/or tenants, from time to time.

**Section 7: Title Matters.** Owner represents that this Agreement is subject to one or more mortgage interests (the "***Mortgages***"). Owner hereby agrees to make all reasonable efforts to secure the consent from the holder(s) of all Mortgages in a form reasonably satisfactory to the Village and to do all things reasonably necessary to perfect the easements herein granted to the Village.

**Section 8: Remedies.** It is agreed that the parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement. The prevailing party in any such enforcement action shall be entitled to recover its costs and reasonable attorneys' fees.

**Section 9: Duration; Covenants Running with the Land.**

(a) The temporary construction easement granted pursuant to this Agreement shall be of limited duration and shall only continue during the time of the initial Installation of the Utility Facilities and the restoration work (including the implementation of the Landscaping Plan), but in any event the temporary construction easement herein granted shall expire no later than 270 days after the Effective Date of this Agreement (the "***Term***").

(b) During the Term of this Agreement, the easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Easement Premises and shall be binding upon and inure to the benefit of Owner and the Village and their respective heirs,

executors, administrators, grantees, successors, assigns, agents, licensees, tenants, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. Upon transfer of Ownership of the Property, all rights and responsibilities of the Owner or the Owner's successors and assigns (the "**Transferor**") shall be transferred to the transferee, and liability of the Transferor for breach of covenant occurring thereafter automatically terminates. Upon the expiration of the Term, the Village agrees to execute a release of this Agreement upon request of the Owner.

**Section 10: Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person and receipted for on a business day at the address set forth below: (b) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; or (c) when delivered to the address listed below by any courier service to the address listed below:

To Owner:

Mark A. Muttillainen, Trustee  
2544 Shenandoah Lane  
Long Grove, Illinois 60047

With a copy to:

Anne C Grow, Esquire  
830 W Route 22, Suite 236  
Lake Zurich, IL 60047-2389

To the Village:

Village of Long Grove  
3110 Old McHenry Road  
Long Grove, Illinois 60047  
Attention: David A. Lothspeich, Village Manager

with a copy to:

Filippini Law Firm LLP  
990 Grove Street, Suite 220  
Evanston, Illinois 60201  
Attention: Victor P. Filippini, Jr.

By notice complying with the requirements of this Section, each party shall have the right to change the addressee, the address of the addressee, or both for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

**Section 11: Assignment of Rights.** Owner agrees that the Village may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of Owner, its successors and/or assigns, but no such assignment will release the Village from its duties hereunder unless the Owner, its successors and/or assigns, expressly agrees.

**Section 12: Amendment; Interpretation.** This Agreement may be modified, amended, or annulled only by the written agreement of Owner and the Village, and such amendment (as well as this Agreement) may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute a single instrument. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

**Section 13: Survival.** All representations contained herein shall survive the execution of this Agreement and the recordation thereof and shall not be merged.

**IN WITNESS WHEREOF**, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute same.

***[Signature pages to follow.]***

**ATTEST:**

**VILLAGE OF LONG GROVE**

\_\_\_\_\_

\_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF LAKE         )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Angela Underwood, personally known to me to be the President of the Village of Long Grove, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the President and Clerk of the Village of Long Grove, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Village of Long Grove for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_ (SEAL)

**MARK A. MUTTILAINEN, Trustee**

\_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF LAKE         )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark A. Mutttilainen, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that as Trustee of The Mutttilainen Family Declaration of Revocable Trust Agreement No. 001 dated December 15, 2011, signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Trust for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_ (SEAL)

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOT 127 IN LONG GROVE COUNTRY CLUB ESTATES UNIT #2, A SUBDIVISION IN SECTION 36, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED JULY 15, 1963 AS DOCUMENT NO. 1192101 IN BOOK 39, PAGE 10 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 16, 1963 AS DOCUMENT 1200027, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

2544 SHENANDOAH LANE  
LONG GROVE, ILLINOIS 60047

PIN 14-36-403-002

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE EASEMENT PREMISES**

THE SOUTHERLY EIGHT FEET (8') OF THE NORTHERLY TWENTY FEET (20') [EXCEPT THE EAST TWELVE FEET (12') THEREOF] OF LOT 127 IN LONG GROVE COUNTRY CLUB ESTATES UNIT #2, A SUBDIVISION IN SECTION 36, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED JULY 15, 1963 AS DOCUMENT NO. 1192101 IN BOOK 39, PAGE 10 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 16, 1963 AS DOCUMENT 1200027, IN LAKE COUNTY, ILLINOIS.

BEING PART OF THE PROPERTY  
COMMONLY KNOWN AS:

2544 SHENANDOAH LANE  
LONG GROVE, ILLINOIS 60047

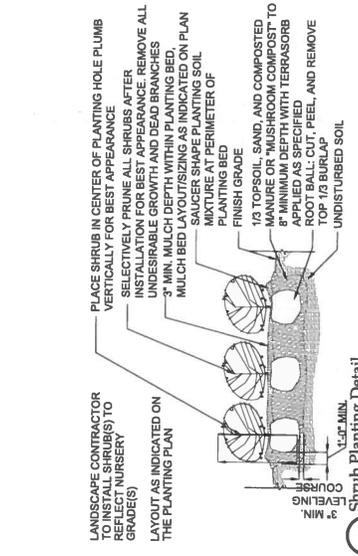
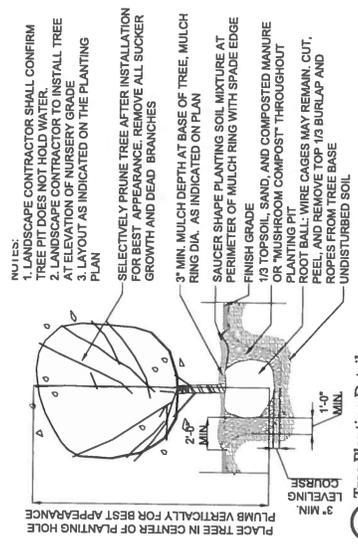
PIN 14-36-403-002

**EXHIBIT C**

**LANDSCAPING PLAN**

DRAFT

AS NOTED	3D
Design	10.4.16
Date	
Revision	
Revised	
Revised	
Sheet	



**LANDSCAPE GENERAL NOTES:**

- SEE LANDSCAPE PLANTING WORK SPECIFICATION FOR ALL PLANTING REQUIREMENTS. CONTRACTOR SHALL REVIEW ALL LANDSCAPE REQUIREMENTS AND SPECIFICATIONS PRIOR TO COMMENCEMENT OF WORK. ANY QUESTIONS OR CONCERNS SHALL BE DIRECTED TO THE OWNER'S REPRESENTATIVE IN WRITING PRIOR TO COMMENCEMENT OF WORK.
- ANY AND ALL SUBSTITUTIONS REQUEST MUST BE SUBMITTED IN WRITING PRIOR TO COMMENCEMENT OF WORK.
- ALL PLANTS SHALL RECEIVE MIN. 3" DEPTH OF SHREDDED MARKWOOD MULCH AT PERIMETER OF FINISH GRADE. ALL PLANTING BEDS SHALL BE FILL WITH 1/3 TOPSOIL, 1/3 SAND, AND 2/3 COMPOSTED MANURE OR "MUSHROOM COMPOST". THIS MIXTURE IS TO BE FORTIFIED INTO THE SOIL A MINIMUM OF 8" THROUGHOUT THE BED.
- ALL EXCESS SPILLS RESULTING FROM THE LANDSCAPE PLANTING SHALL BE REMOVED FROM THE SITE. ALL SPILLS SHALL BE RESTORED TO ORIGINAL CONDITION AS DIRECTED BY THE OWNER'S REPRESENTATIVE IN SPILLS AREAS WITHIN THE LIMITS OF WORK SHOULD BE DISTURBED. ANY RESTORATION NOT RECEIVING OTHER LANDSCAPE TREATMENTS, SHALL BE SEEDED 16-GALNETDAS NOTED ON THE CIVIL DRAWINGS.

**PLANT LIST**

COMMON NAME	BOTANICAL NAME	QUANTITY	REMARKS
Black Hills Spruce	<i>Picea mariana</i> 'Millers Blue'	3	8" DB, Caliper max. 1 1/2"
Red Oak	<i>Quercus rubra</i>	3	3" DB, Single leader
Autumn Jazz Viburnum	<i>Viburnum acerifolium</i>	10	30" DB, Natural B.O.C. Spacing
Black Hills Spruce	<i>Picea mariana</i> 'Millers Blue'	3	8" DB, Caliper max. 1 1/2"
Red Oak	<i>Quercus rubra</i>	3	3" DB, Single leader
Autumn Jazz Viburnum	<i>Viburnum acerifolium</i>	10	30" DB, Natural B.O.C. Spacing

**TREE REPLACEMENT NOTE:**  
 (1) NEW TREES TO BE REPLACED AS PART OF THE PROJECT. (2) NEW TREES TO BE REPLACED FOR A TOTAL OF 18" OF REPLACEMENT TREES. ALL PROPOSED TREES SHALL BE A 3" CALIPER SIZE AT A MINIMUM.

