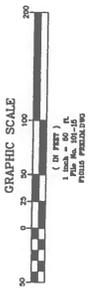


Boundary and Topographical Survey

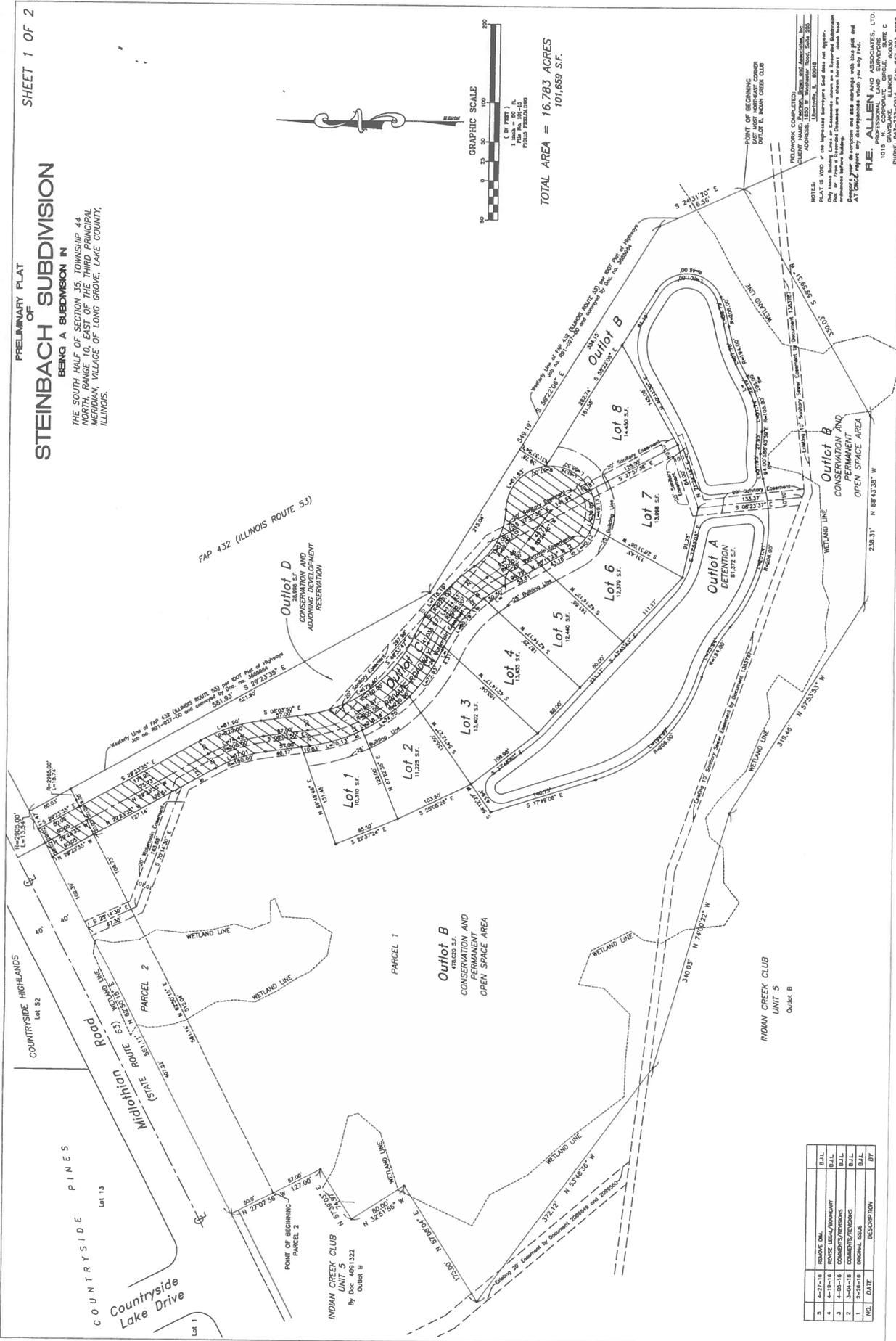


Preliminary Plat of Subdivision

**PRELIMINARY PLAN  
OF  
STEINBACH SUBDIVISION**  
BEING A SUBDIVISION IN  
THE SOUTH HALF OF SECTION 15, TOWNSHIP 44  
NORTH RANGE 10, THIRD PRINCIPAL  
MERIDIAN, VILLAGE OF LONG GROVE, LAKE COUNTY,  
ILLINOIS.



TOTAL AREA = 16,783 ACRES  
101,689 S.F.



PROFESSIONAL LAND SURVEYOR  
CLIENT: NAUG, INC. (P.O. Box 100, Mokena, IL 60450)  
ADDRESS: 1500 W. WILSON ROAD, SUITE 200  
MOKENA, ILLINOIS 60450  
PHONE: 815-481-1111 FAX: 815-481-1111

NOTES:  
1. THIS PLAN IS FOR THE PROPOSED SURVEY OF THE LAND SHOWN HEREON.  
2. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND SHOWN HEREON AND HAS FOUND IT TO BE ACCURATELY REPRESENTED BY THIS PLAN.  
3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND SHOWN HEREON AND HAS FOUND IT TO BE ACCURATELY REPRESENTED BY THIS PLAN.  
4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND SHOWN HEREON AND HAS FOUND IT TO BE ACCURATELY REPRESENTED BY THIS PLAN.  
5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND SHOWN HEREON AND HAS FOUND IT TO BE ACCURATELY REPRESENTED BY THIS PLAN.  
6. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND SHOWN HEREON AND HAS FOUND IT TO BE ACCURATELY REPRESENTED BY THIS PLAN.  
7. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND SHOWN HEREON AND HAS FOUND IT TO BE ACCURATELY REPRESENTED BY THIS PLAN.  
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9. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND SHOWN HEREON AND HAS FOUND IT TO BE ACCURATELY REPRESENTED BY THIS PLAN.  
10. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND SHOWN HEREON AND HAS FOUND IT TO BE ACCURATELY REPRESENTED BY THIS PLAN.

NO.	DATE	DESCRIPTION	BY
1	11-15-11	REVISION	B.A.L.
2	11-15-11	REVISION	B.A.L.
3	11-15-11	REVISION	B.A.L.
4	11-15-11	REVISION	B.A.L.
5	11-15-11	REVISION	B.A.L.
6	11-15-11	REVISION	B.A.L.
7	11-15-11	REVISION	B.A.L.
8	11-15-11	REVISION	B.A.L.
9	11-15-11	REVISION	B.A.L.
10	11-15-11	REVISION	B.A.L.



Preliminary Engineering



Lake County "Will Serve" letter

**Ron Adams**

---

**From:** Rietveld, Russell W. [RRietveld@lakecountyil.gov]  
**Sent:** Tuesday, October 20, 2015 4:57 PM  
**To:** anthony@pearsonbrown.com  
**Cc:** White, Gordon P.; radams@pearsonbrown.com; David Lothspeich  
**Subject:** PW#2015.090 Steinbach Property, LCPW utilities  
**Attachments:** 2012.12.07 Preliminary Engineering.pdf; 1992.08.11 Indian Creek Club sewer & water agreement.pdf

Anthony,

At this time Lake County Public Works currently has sufficient capacity in both its water and sanitary sewer systems to provide service to the **proposed development shown on the attached Preliminary Engineering pdf.** We would require Long Grove's concurrence before signing or issuing any permits, but we have determined the service area of the attached sewer and water agreement included the parcel in question and furthermore **the terms of the agreement allow for service to the development as currently proposed.**

Thanks,



**Russ Rietveld, PE**  
Public Works  
Principal Civil Engineer  
847-377-7133 office  
847-984-5665 fax  
847-757-9857 cell  
[www.lakecountyil.gov](http://www.lakecountyil.gov)



PWD #4  
DISTRIBUTION

County Board  
County Clerk  
County Administra  
PZ & EQ Departmer  
Public works

Agenda Item #

30

STATE OF ILLINOIS )  
Certified to be a true copy of  
RECORDS OF LAKE COUNTY  
County of Lake County  
Board Meeting of

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR JUNE A.D., 1992 SESSION

AUG 11 1992 APPROVED

AUGUST 11, A.D., 1992

Certification not valid unless seal  
of Lake County, Illinois is affixed

*Sandra Jeanne Hess*  
Sandra Jeanne Hess  
County Clerk

CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Public Service and Financial and Administrative Committees present herewith a Joint Resolution authorizing the execution of an Agreement with the Village of Long Grove and the National Trust Bank of Lake Forest for water and sewer service to the Indian Creek Club Planned Unit Development; and request its adoption.

Respectfully submitted,

*Ken Strassman*  
CHAIRMAN

*James Dolan*  
CHAIRMAN

*Chris S. McBae*  
VICE CHAIRMAN

*Robert P. Neal*  
VICE CHAIRMAN

\_\_\_\_\_

*Chris S. McBae*

*Bertha M. Agnew*

*Audrey Weston*

*Jim Gulari*

*Robert M. Burkhi*

*Robert P. Neal*

*Charles D. Moore*

PUBLIC SERVICE COMMITTEE

\_\_\_\_\_

*[Signature]*  
FINANCIAL AND ADMINISTRATIVE COMMITTEE

R E S O L U T I O N

WHEREAS, the County of Lake owns and operates the Countryside Lake water system and Diamond Lake sewer system which serves residents in unincorporated Fremont Township; and

WHEREAS, the Village of Long Grove has formally requested water and sewer service to the Indian Creek Club Planned Unit Development which is adjacent to said County systems; and

WHEREAS, an agreement setting forth the terms and conditions of water and sewer service to the Indian Creek Planned Unit Development has been ratified by the owners and the Village of Long Grove; and

WHEREAS, execution of an Agreement must be authorized by Resolution of this County Board.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chairman of the County Board and the Clerk of said County be and they are hereby authorized and directed to execute the attached Agreement with the Village of Long Grove and the National Trust Bank of Lake Forest for water and sewer service to the Indian Creek Club Planned Unit Development.

DATED at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 11th day of August, A.D., 1992.

AN ORDINANCE  
APPROVING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE COUNTY OF LAKE TO PERMIT THE PROVISION OF  
SEWER AND WATER SERVICES BY THE COUNTY OF LAKE TO THE  
DEVELOPMENT KNOWN AS INDIAN CREEK CLUB PLANNED UNIT DEVELOPMENT

92-0-13

WHEREAS, the Village of Long Grove heretofore granted preliminary approval to the Indian Creek Club Planned Unit Development by the adoption of Resolution 90-R-4 on February 27, 1990; and

WHEREAS, pursuant thereto, and in accordance with a certain annexation agreement between the Village of Long Grove and the owner, previously approved by Ordinance 89-O-20 on July 11, 1989, the owner has secured a proposed agreement with the County of Lake to permit the provision of sewer and water services by the County of Lake to this development;

NOW THEREFORE, BE IT ORDAINED by the Acting Village President and Board of Trustees of the Village of Long Grove, Lake County, Illinois as follows:

SECTION I: Pursuant to the Illinois Intergovernmental Cooperation Act, and all other applicable authority, the agreement for water and sewer service, which is attached hereto as Exhibit 1, be and the same is hereby approved, provided that this approval

is to permit the County to provide sewer and water service for a maximum of 203 single family residential units, and for no other purpose.

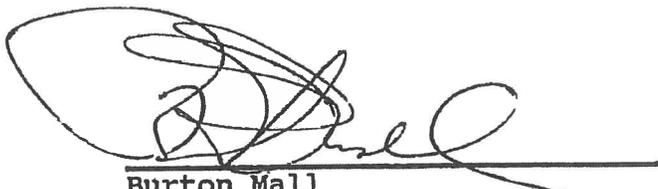
**SECTION II:** The Acting Village President is authorized and directed to execute the agreement, and any and all other related documents to effectuate the agreement, and the Village Clerk is authorized and directed to attest to his signature.

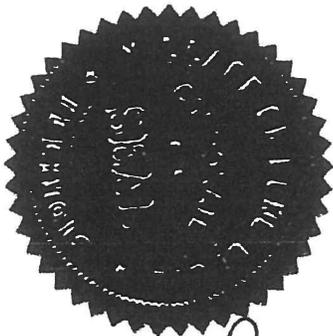
**SECTION III:** This ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

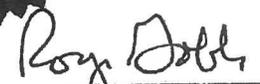
Passed by the Corporate Authorities this 28TH day of July, 1992, on a roll call vote as follows:

AYES TRUSTAS BASSO, KUETN, MALL, METCALF, RYAN, SIMMONS  
NAYS 0  
ABSENT 0

Approved by the Acting Village President this 28TH day of July, 1992.

  
\_\_\_\_\_  
Burton Mall  
Acting Village President



  
\_\_\_\_\_  
Roger Goble  
Village Clerk

**EXHIBIT 1**

AGREEMENT FOR WATER AND SEWER SERVICE

THIS AGREEMENT made and executed this 29th day of June, <sup>1992</sup> 1991, between <sup>Northern Trust Bank/Lake Forest</sup> ~~as Trustee of~~ <sup>Trust # 8595 & not personally or individually.</sup> ~~Agmt dated 11/1/88~~ & known as "Owner"), the VILLAGE OF LONG GROVE, an Illinois municipal corporation (the "Village"), and the COUNTY OF LAKE, Illinois (the "County");

W I T N E S S E T H:

WHEREAS, the Village and the County entered into an agreement dated January 11, 1972, as amended, providing for sewage disposal service by the County to the Village within certain geographical boundaries comprising a portion of the County's Southeast Facilities Planning Area (the "1972 Agreement"); and

WHEREAS, pursuant to the 1972 Agreement, the County agreed to operate and maintain certain local sewerage facilities in the Village; and

WHEREAS, the Village no longer operates or maintains any local sanitary sewers; and

WHEREAS, the 1972 Agreement provides, inter alia, that no local sewer main shall be connected to the County sewerage system unless the Village provides written approval therefor; and

WHEREAS, the Village has annexed certain property legally described in Exhibit A hereto and by this reference made a part hereof (the "Subject Property"), for which water and sewage disposal service is required; and

WHEREAS, the Subject Property is located outside the boundaries of the County's Southeast Facilities Planning Area ("EPA") but within the County's Southeast Central EPA; and

WHEREAS, the Owner is the legal owner of the Subject Property, which is to be developed with 203 residential units known as the Indian Creek Club Planned Unit Development (the "Development"); and

WHEREAS, the Owner has requested water and sewer service for the 203 residential units in the Development on the Subject Property; and

WHEREAS, the Village is willing to approve the connection of local sewer mains from the Development on the Subject Property to the County's sewerage system pursuant to this Agreement; and

WHEREAS, the County has determined that, subject to the terms of this Agreement, it can provide sewer service for the Development on the Subject Property from the County's sewerage system in the Southeast Central EPA without impairing the County's ability to meet its existing service obligations in the Southeast Central EPA; and

WHEREAS, the Village is willing to approve the provision of water service by the County to the Development on the Subject Property; and

WHEREAS, the County has determined that, subject to the terms of this Agreement, it can provide water service to the Development on the Subject Property; and

WHEREAS, in order to accommodate the connection of the Subject Property to the County's water and sewer systems, the County will be required to undertake substantial off-site work on its water supply and sewage collection systems; and

WHEREAS, a portion of the Subject Property is included within the legal description of the real property legally described on Exhibit B attached hereto and by this reference made a part hereof (the "LaSalle Property"), which property was the subject of an agreement dated May 2, 1968 between the County and LaSalle National Bank, not individually but as Trustee under a Trust Agreement dated September 8, 1967, and known as Trust Number 37068 ("LaSalle"), which agreement was supplemented by a Resolution adopted by the Lake County Board of Supervisors on June 10, 1968 (said Agreement and Supplement collectively referred to herein as the "LaSalle Agreement"); and

WHEREAS, Owner is a successor to LaSalle under the LaSalle Agreement; and

WHEREAS, pursuant to the terms of the LaSalle Agreement, the County agreed that no sewer connection fee shall be charged for connections from any part of the LaSalle Property until the amount of connection fees that would otherwise have been so charged equals \$18,900.00; and

WHEREAS, pursuant to the terms of the LaSalle Agreement, the County also agreed that the owners of the LaSalle Property will not be charged connection fees in excess of the usual and customary fees charged to others in a similar situation; and

WHEREAS, the usual and customary connection fees for that portion of the Development located on the LaSalle Property will exceed \$18,900.00;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

SECTION ONE. Recitals. The foregoing recitals are incorporated herein and made a part hereof as if fully set forth.

SECTION TWO. County Water and Sewer Service. The County shall provide water and sewer service to the Subject Property described in Exhibit A hereto. The extent of service provided by the County, however, shall not exceed that required for the Development consisting in total of 203 single family residential units, and such service shall be governed by the generally applicable water and sewer regulations of the County, as they may be amended from time to time. During the term of this Agreement, neither the Village nor Owner shall construct or otherwise permit the construction of any water or sewer system designed to serve the Subject Property within the boundaries of the Subject Property other than the water and sewer improvements as may be required to implement this Agreement.

SECTION THREE. Conditions Precedent.

(a) Water service by the County to the Subject Property shall be conditioned upon the satisfactory installation of one or more wells, including submersible pumps, with a capacity of approximately 300 gallons per minute, as well as water pipeline and related improvements within the Subject Property and extending from the boundary line of the Subject Property to, and integrating with, the County Countryside Lake water system at Midlothian Road (the "Water Improvements"). The aforesaid Water Improvements shall be constructed and installed by or on behalf of Owner and at no expense to the County or the Village.

(b) Sewer service by the County to the Subject Property shall be conditioned upon: (i) the satisfactory installation of one or more sewer pipeline and related improvements (the "Sewer Improvements") within the Subject Property, which Sewer Improvements shall be constructed and installed by or on behalf of Owner at no expense to the County or the Village; and (ii) the construction by the County of all off-site improvements necessary to serve the Subject Property from its sewerage system in the Southeast Central EPA.

SECTION FOUR. Construction Standards. The design and construction of the Water Improvements and the Sewer Improvements serving the Subject Property shall be in accordance with County standards and in all respects acceptable to the County, including all routing plans. The County shall review engineering plans relating to such improvements and shall inspect the construction thereof to assure compliance with the County standards. Notwithstanding such requirements, when the standards of the Village exceed those of the County, such construction shall meet the Village requirements.

SECTION FIVE. Maintenance.

(a) Following satisfactory completion of the Water Improvements and the Sewer Improvements, Owner shall convey ownership of the Water Improvements and the Sewer Improvements to the County, except any portions thereof not located in a public right-of-way or easement. Thereafter, the County shall maintain and operate those portions of the Water Improvements and Sewer Improvements so conveyed. The Village agrees to give the County

a non-exclusive right to use dedicated roadways or public easements, and Owner agrees to grant the County any necessary easements on, across, upon, or under the Subject Property, for the purpose of operating and maintaining the Water Improvements and Sewer Improvements, subject only to usual conditions with respect to restoration of said roadways or easements. The County shall defend, indemnify, and hold the Village harmless from any and all claims or causes of action which may arise out of any negligence in connection with the County's maintenance or operation of the Water Improvements and Sewer Improvements.

(b) Owner or its successor shall remain responsible for the operation and maintenance of all water and sewer lines and improvements located on the Subject Property and not conveyed to the County pursuant to Subsection Five (a) hereof.

SECTION SIX. Connection Fees.

(a) Each residence constructed on the Subject Property shall be required to connect to the water and sewer systems to be provided pursuant to this Agreement, which connections shall be at no expense to the County or the Village. In addition, the owner of every such residence shall, prior to making any such connection, pay the County such connection fees in such amounts as prescribed for the Subject Property and any similarly situated users in the prevailing water and sewer rate Ordinances of the County, as well as any applicable inspection or related charges. The Village agrees that, prior to building permit issuance for new residences on the Subject Property, it will require satisfactory evidence of connection permits from the County; the

Village agrees further not to issue occupancy permits or certificates to any new residences on the Subject Property unless the County first provides the Village with evidence of an inspection and of water meter installation.

(b) Notwithstanding anything in Section 6(a) hereof to the contrary, the Owner or its successors are hereby granted a credit in the amount of \$18,900.00 to be applied to sewer connection fees otherwise due and owing for residential units in the Development and located on the LaSalle Property. Such amount shall be applied to pay the full amount of the fee due for each sewer connection requested, beginning with the first application for connection, until the full amount is exhausted. Owner, as successor to LaSalle, hereby agrees and acknowledges that the County's obligations under paragraph 5 of the LaSalle Agreement are hereby satisfied and discharged.

SECTION SEVEN. User Rates. The County shall bill individuals users of its water and sewer system within the Development at quarterly intervals on the basis of water meter readings and in accordance with the prevailing water and sewer rate Ordinances of the County. Rates and charges may be adjusted by the County from time to time as the need arises. Such rates and charges as shall from time to time be adopted shall be reasonable and substantially in conformance with rates and charges for similar service applied to similar users in other parts of the County water or sewer system. If any charge or portion thereof due to the County by any user shall remain unpaid for twenty days following its quarterly due date, said user may be charged a

penalty, and the County may upon failure by said user to pay such amount enforce payment by any remedy at law or equity, including termination of service. In all instances, the responsibility of the bill lies with the user or property owner and not the Village.

SECTION EIGHT. Additional Conditions. The County's obligation to provide sewer service pursuant to this Agreement shall be on a first-come-first-serve basis at either the Diamond-Sylvan Lake Sewage Treatment Plant or the Vernon Hills Sewage Treatment Plan in the Southeast Central EPA, and is further conditioned upon prior approval by the Illinois Environmental Protection Agency of the service to be provided, which approval shall be without limitation and shall not cause the County to undertake any further improvements at either the Diamond-Sylvan Lake Sewage Treatment Plant or the Vernon Hills Sewage Treatment Plant.

SECTION NINE. Regulatory Bodies. This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental agency having lawful jurisdiction or any authorized representative or agent of any of them.

SECTION TEN. Contracts with Others; Nature of Service. The County reserves the right to contract with other persons, natural or corporate, private or public, to perform services similar to those to be performed under this Agreement; provided, however, that the County shall not extend water or sewer service to other areas within the Village except upon express written agreements

between the County and the Village therefor; provided further, however, that nothing in this Agreement requires the County to provide water or sewer service to other areas within the Village. The Village and Owner acknowledge and agree: that the County neither acts nor operates as a public or private utility; that the County neither acts nor operates in a business or proprietary capacity in providing water or sewer service to the Subject Property; and, except as expressly provided in the 1972 Agreement, as amended, that the County neither holds itself out as offering to provide retail water or sewer service to other areas within the Village nor is under any obligation to provide retail water or sewer service to other areas within the Village.

SECTION ELEVEN. Amendments; Waiver. This Agreement may not be amended or modified in any respect except by written agreement expressly referring to this Agreement and duly authorized, executed, and delivered by authorized representatives of the parties hereto in accordance with applicable Illinois laws. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

SECTION TWELVE. Remedies. The parties to this Agreement shall have all of the remedies provided by the laws of the State of Illinois applicable to an Agreement of this type.

SECTION THIRTEEN. Severability. If any section, clause, sentence, or provision of this Agreement shall be held invalid,

the validity of any other part of this Agreement, which can be given effect without such invalid section, clause, sentence, or provision, shall not be affected thereby.

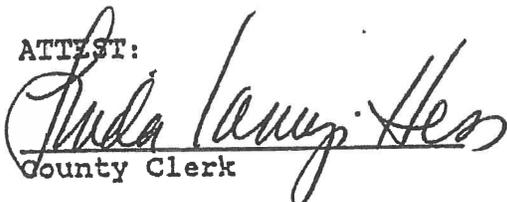
SECTION FOURTEEN. Execution of Documents; Term of Contract.

This Agreement shall be in full force and effect and binding upon the parties hereto and their successors, heirs, and assigns upon the execution of the Agreement for a period of thirty (30) years. Each party agrees that it will execute any and all instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement. The County and the Village acknowledge that the Subject Property is proposed to be developed in stages and agree to execute IEPA applications for sewer and water improvements consistent with this Agreement as may be required from time to time for staged development, as requested by Owner.

SECTION FIFTEEN. Recording. The County shall cause a fully executed original of this Agreement to be recorded in the Office of the Lake County Recorder.

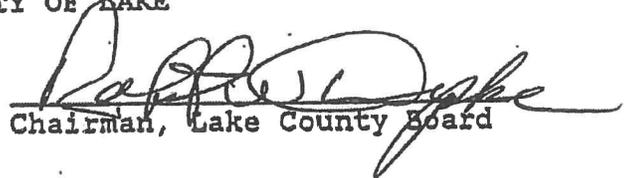
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

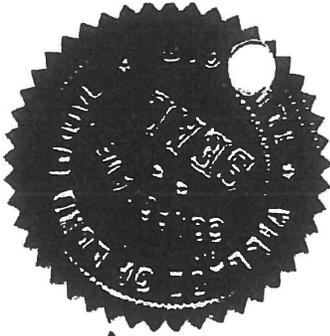
ATTEST:

  
County Clerk

COUNTY OF LAKE

By:

  
Chairman, Lake County Board



VILLAGE OF LONG GROVE

By: [Signature]  
Village President

ATTEST:

[Signature: Roy Noble]  
Village Clerk

(OWNER) Northern Trust Bank/Lake Forest  
as Trustee U/Agmt. dated 11/1/88 & known as  
Trust# 8595 & not personally or individually.

By: [Signature]  
Title: SECOND VICE PRESIDENT

ATTEST:

[Signature]  
Title: TRUST OFFICER

Exoneration provision restricting any liability  
of the Northern Trust Bank/Lake Forest either  
stamped on the reverse side hereof or attached  
hereto, is incorporated herein.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Northern Trust Bank/Lake Forest or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released.

EXHIBIT A

VILLAGE OF LONG GROVE  
WATER & SEWER SERVICE AGREEMENT

All that part of Sections 1 and 2, Township 43 North, Range 10, East of the Third Principal Meridian, and of Section 36, Township 44 North, Range 10, East of the Third Principal Meridian, described as follows, to wit: beginning at the Northwest corner of the East Half of the Northeast Quarter of Section 2 aforesaid and running Thence South along the West line of the East Half of the Northeast Quarter to its point of intersection with the Northerly right of way line of the Elgin, Joliet and Eastern Railroad Company; Thence Northeasterly along said Northerly right of way line to its point of intersection with the East line of the Southwest Quarter of Section 36 aforesaid, which point is 296.61 feet North of the Southeast corner of said Southwest Quarter; Thence North along the East line of the Southwest Quarter of Section 36, 450.0 feet to a point; Thence West at right angles to the East line of the Southwest Quarter 950.0 feet; Thence North parallel with the East line of the Southwest Quarter 779.5 feet; Thence East at right angles to the last described line 950.0 feet to the East line of the Southwest Quarter; Thence North along said East line 218.7 feet, more or less, to a point on said East line which is 430.08 feet South of the point of intersection of said East line with the center line of Illinois State Bond Issue Route 59A (now State Route 60); Thence Southwesterly along a line deflecting  $115^{\circ} 11' 20''$  to the left from the last described course, extended North, a distance of 108.93 feet; Thence Northwesterly at right angles to the last described course, 295.04 feet; Thence Northeasterly at right angles to the last described course, 247.74 feet, more or less, to a point on the East line of the Southwest Quarter which is 104.0 feet South of the point of intersection of said East line with the center line of Route 59A (now Route 60); Thence North along the said East line 104.0 feet to the said point of intersection; Thence Northwesterly along the center line of Route 59A (now Route 60), a long chord distance of 615.06 feet, more or less, to the point of intersection of said center line with the North line of the Southwest Quarter (being the South line of the Northwest Quarter) of Section 36 aforesaid; Thence West along the South line of the Northwest Quarter to a point 218.30 feet West of the West line of Route 59A (now Route 60); Thence Northerly along a line which forms an angle of  $87^{\circ} 51' 43''$  with said South line, measured from East to North, a distance of 155.0 feet; Thence Northeasterly along a line which forms an angle of  $126^{\circ} 30' 20''$  with the last described line, measured from South to East to Northeast, a distance of 82.66 feet, more or less, to a point on the Westerly line of Route 59A (now Route 60); Thence Northwesterly along the said Westerly line 229.0 feet, more or less, to its point of intersection with the North line of the South 393.71 feet of the Southeast Quarter of the Northwest Quarter of said Section 36; Thence West along said North line, a distance of 610.44 feet, more or less, to a point on the East line of the Southwest Quarter of the Northwest Quarter of Section 36; Thence North along said East line 929.79 feet, more or less, to the Northeast corner of the Southwest Quarter of the Northwest Quarter; Thence West along the North line of said Quarter Quarter Section, 1329.12 feet, more or less, to the Northwest corner thereof; Thence South along the West line of the Northwest Quarter and the West line of the Southwest Quarter of Section 36 aforesaid to the Southwest corner of the

Southwest Quarter of Section 36, being also a point on the North line of Section 1 aforesaid; Thence West along the North line of Section 1 and also the North line of Section 2 to the place of beginning, in Lake County, Illinois.

excepting therefrom that part taken by the Mundelein Park & Recreation District by order entered April 19, 1982 in Case # 81 ED12, a copy which was recorded November 4, 1988 as document # 2737695, described as follows: That part of the West Half of Section 36 aforesaid, described as follows: commencing at a point on the East line of the Southwest Quarter of the Northwest Quarter of said Section 36 that is 393.71 feet North of the Southeast corner of said Quarter Quarter Section; Thence West parallel with and 393.71 feet North of the South line of said Quarter Quarter Section 663.77 feet to the West line of the East Half of said Quarter Quarter Section; Thence South along said West line 393.71 feet to the South line of said Quarter Quarter Section; Thence continuing South along the last described course 900.00 feet; Thence East parallel with the North line of the Southwest Quarter of said Section 36 a distance of 794.40 feet; Thence North  $64^{\circ} 48' 52''$  East 1222.13 feet to a point on the center line of State Route 60 that is 492.50 feet Southeasterly (as measured along said center line) from the point of intersection of said center line with the North line of the Southwest Quarter of said Section 36; Thence Northwesterly along said center line 492.50 feet to the North line of said Southwest Quarter (being the South line of the Northwest Quarter of said Section 36); Thence West along the South line of the Northwest Quarter of said Section 36 to a point that is 218.30 feet West of the West line of said State Route 60; Thence Northerly along a line which forms an angle of  $87^{\circ} 51' 43''$  with said South line, measured from East to North, a distance of 155.0 feet; Thence Northeasterly along a line which forms an angle of  $126^{\circ} 30' 20''$  with the last described line, measured from South to East to Northeast, a distance of 82.66 feet, more or less, to a point on the Westerly line of said State Route 60; Thence Northwesterly along said Westerly line 229.0 feet, more or less, to its intersection with the North line of the South 393.71 feet of the Southeast Quarter of the Northwest Quarter of said Section 36; Thence West along said North line 610.44 feet, more or less, to the place of beginning, in Lake County, Illinois.

ALSO

All that part of Section 35, Township 44 North, Range 10, East of the Third Principal Meridian, described as follows, to wit: beginning at a point on the North line of the Southeast Quarter of Section 35 aforesaid, which is 923.79 feet East of the Northwest corner of said Southeast Quarter; Thence South parallel with the West line of the Southeast Quarter of Section 35, 448.5 feet to the center line of Libertyville and Lake Zurich Road (now State Route 63); Thence South  $42^{\circ} 40'$  West along the center line of said road, 155.37 feet; Thence South  $62^{\circ} 16'$  West along the center line of said road 71.95 feet; Thence South  $18^{\circ} 40'$  East 517.9 feet; Thence East 3.7 feet; Thence South parallel with the West line of the Southeast Quarter of said Section 35, 233.4 feet to the North line of the Southwest Quarter of the Southeast Quarter of said Section 35; Thence East on the North line of said Southwest Quarter of the Southeast Quarter 391.56 feet to the Northeast corner of said Southwest Quarter of the Southeast Quarter; Thence South along the East line of the Southwest Quarter of the Southeast Quarter to the Southeast corner of said

Southwest Quarter of the Southeast Quarter of Section 35; Thence East along the South line of the Southeast Quarter of Section 35 to a point which is 500.0 feet West of the Southeast corner thereof; Thence North parallel with the East line of the Southeast Quarter of Section 35, 700.0 feet; Thence East parallel with the South line of the Southeast Quarter 500.0 feet to a point on the East line of the Southeast Quarter; Thence North along said East line to the Northeast corner of said Southeast Quarter; Thence West along the North line of the Southeast Quarter to the place of beginning, (excepting from the above described tract all that part thereof lying Northerly of the center line of Libertyville and Lake Zurich Road (now State Route 63), in Lake County, Illinois.

ALSO

All that part of the South Half of Section 35 aforesaid, described as follows, to wit: commencing at a point on the North line of the Southeast Quarter of said Section 35 which is 923.79 feet East of the Northwest corner thereof; Thence South parallel with the West line of the Southeast Quarter of Section 35, 448.5 feet to the center line of Libertyville and Lake Zurich Road (now State Route 63); Thence South  $42^{\circ} 40'$  West along the center line of said road, 155.37 feet; Thence South  $62^{\circ} 16'$  West along the center line of said road, 71.35 feet to the place of beginning; Thence South  $18^{\circ} 40'$  East 517.9 feet; Thence East 3.7 feet; Thence South parallel with the West line of the Southeast Quarter of said Section 35, 233.4 feet to the North line of the Southwest Quarter of the Southeast Quarter of said Section 35; Thence East on the North line of said Southwest Quarter of the Southeast Quarter 391.55 feet to the Northeast corner of said Southwest Quarter of the Southeast Quarter; Thence South along the East line of the Southwest Quarter of the Southeast Quarter 928.02 feet to the Southeast corner of the North 28.0 acres thereof; Thence West parallel with the North line of said Southwest Quarter of the Southeast Quarter along the South line of the North 28.0 acres of said Quarter Section, 1313.21 feet to the West line of the said Southwest Quarter of the Southeast Quarter; Thence South on said west line to the Southwest corner of the Southeast Quarter of said Section 35; Thence West on the South line of the Southwest Quarter of said Section 35 to the Southwest corner of the East Half of said Southwest Quarter; Thence North along the West line of the East Half of the Southwest Quarter 959.7 feet to a point in the Libertyville and Lake Zurich Road (now State Route 63); Thence Northeasterly along the center line of said road to the place of beginning, in Lake County, Illinois.

ALSO

That part of the Northeast Quarter of Section 35, Township 44 North, Range 10, East of the Third Principal Meridian, lying Southeasterly of the center line of Midlothian Road as per document 377259 and bounded by a line described as follows: beginning at the Southeast corner of the Northeast Quarter of said Section 35; Thence South  $89^{\circ} 55' 00''$  West along the South line of said Northeast Quarter Section 1336.91 feet to its intersection with the center line of Midlothian Road, as aforesaid; Thence North  $38^{\circ} 14' 14''$  East along said center line, 1778.91 feet to a point of curvature; Thence Northeasterly along the curved center line of said Midlothian Road, being the arc of a circle convex Northwesterly tangent to the last described course and having a

radius of 3820.0 feet, an arc distance of 342.74 (the chord of which arc bears North  $40^{\circ} 18' 27''$  East and measures 342.62 feet) to its intersection with the East line of the Northeast Quarter of said Section 35; Thence South  $00^{\circ} 24' 55''$  East along the last mentioned East line, 1654.69 feet to the point of beginning, in Lake County, Illinois.

ALSO

The West Half of Lots 1 and 2 of the Northwest Quarter of Section 2, Township 43 North, Range 10, East of the Third Principal Meridian, lying Northerly of Waukegan and Southwestern Railway Company now Elgin, Joliet and Eastern Railway Company by deed dated July 26, 1889 recorded September 17, 1889 as document 40484 in Book 91 of deeds, page 291, in Lake County, Illinois.

ALSO

That part of the Southwest Quarter of the Southwest Quarter of Section 35, Township 44 North, Range 10, East of the Third Principal Meridian, Bounded by a line described as follows: commencing at the Southwest corner of said Quarter Quarter Section; Thence North 282.1 feet to a point in the public highway as formerly located; Thence North  $62^{\circ} 55'$  East along said public highway 1485 feet to the East line of said Quarter Quarter Section; Thence South on said East line to the Southeast corner thereof and Thence West to the point of beginning, in Lake County, Illinois.

EXHIBIT B

VILLAGE OF LONG GROVE  
WATER & SEWER SERVICE AGREEMENT

Parcel 1: The South West quarter of Section 36, Township 44 North, Range 10, East of the Third Principal Meridian (except that part thereof lying Northeasterly of the center line of the public highway running in a North-westerly and Southeasterly direction through said Section and known as State Bond Issue Route No. 59A, and also except that part thereof lying Southeasterly of the Northwesterly line of the Right-of-way of the Elgin, Joliet and Eastern Railway Company, and also except that part thereof described as follows: Commencing at the point of intersection of the center line of Illinois State Bond Issue Route No. 59A and the East line of the said South West quarter (as established by John Wiech's First Addition to Oak Terrace, a Subdivision in the South West quarter of Section 36, Township 44 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Lake County, Illinois, in Book "Q" of Plats on Page 1), thence South along the East line of the South West quarter aforesaid, 104.00 feet to the place of beginning thence continuing South along the East line of the South West quarter aforesaid, 326.08 feet, thence Southwesterly along a line forming an angle to the right with the last described course extended South of 64 degrees 48 minutes 20 seconds, a distance of 108.93 feet; thence Northwesterly at right angles to the last described course, 295.04 feet; thence Northeasterly at right angles to the last described course, 247.74 feet, more or less to the place of beginning, containing 1.21 acres, more or less) also

Parcel 2: That part of the West half of the North West quarter of Section 1, Township 43 North, Range 10, East of the Third Principal Meridian (except the East 5 rods of said West half) lying North of the Right-of-way of the Elgin, Joliet and Eastern Railway, and that part of the East half of the North East quarter of Section 2, Township 43 North, Range 10, East of the Third Principal Meridian, lying North of the Right-of-way of the Elgin, Joliet and Eastern Railway, situated in Lake County, Illinois.

Parcel 3: That part of the South East quarter and that part of the East half of the South West quarter of Section 35, Township 44 North, Range 10, East of the Third Principal Meridian, which lies Southerly of the center line of Mundelein-Lake Zurich Road (Route 63) (Except that part of the South West quarter of said South East quarter which lies South of the North 28 acres thereof) in Lake County, Illinois.

Traffic and Access

The following information demonstrates that petitioner's access to Midlothian Road is appropriate with no traffic access improvements.

Part 1  
Illinois Department of Transportation  
Approval of Access Location

**Ron Adams**

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**From:** Ron Adams [radams@pearsonbrown.com]  
**Sent:** Thursday, October 29, 2015 3:20 PM  
**To:** 'ers4480@gmail.com'  
**Cc:** 'mvassad@gmail.com'  
**Subject:** FW: 049-68426 | Midlothian Rd s/o IL 60, Long Grove, Lake County | Steinbach Property  
**Attachments:** img-X29150248-0001.pdf

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**From:** Karabowicz, Jonathan E. [mailto:Jonathan.Karabowicz@Illinois.gov]  
**Sent:** Thursday, October 29, 2015 3:08 PM  
**To:** angelo@pearsonbrown.com  
**Subject:** 049-68426 | Midlothian Rd s/o IL 60, Long Grove, Lake County | Steinbach Property

Angelo,

Attached is our cursory approval of site access dependent on site use and engineering plans for the development at the above-referenced location. Due to budgetary constraints with the mailroom, we are unable to send out hard copies of any correspondence, so please use this as our formal response to your inquiry.

Thanks,

**Jonathan E. Karabowicz, P.E.**  
Area Permit Engineer

**Illinois Department of Transportation**  
Region 1 / District 1 / Bureau of Traffic  
201 West Center Court  
Schaumburg, IL 60196  
P: (847) 705-4131 D: (847) 705-4149

 Please consider the environment before printing this e-mail.



# Illinois Department of Transportation

Division of Highways/Region One / District One  
201 West Center Court/Schaumburg, Illinois 60196-1096

## PERMITS

Location: Midlothian Road s/o IL 60  
Municipality: Village of Long Grove, Lake County  
Re: Steinbach Property  
Reference No.: 049-68426

October 29, 2015

Mr. Angelo Zografos, P.E.  
Associate  
Pearson Brown & Associates  
1850 W. Winchester Road, Suite 205  
Libertyville, IL 60048-5353

Dear Mr. Zografos:

We have completed our cursory review of your preliminary engineering plan for the subject location and do not object to an access driveway along Midlothian Road. However, the type, size, and location of said access will depend on the site use and traffic characteristics of the State highway to which it abuts. As such, a Traffic Impact Study and full engineering plans shall be required for our review of the proposed development.

If you have any questions regarding this matter, please contact Jonathan Karabowicz at (847) 705-4149.

Very truly yours,

John A. Fortmann, P.E.  
Deputy Director of Highways  
Region One Engineer

By:

A handwritten signature in black ink, appearing to read 'Thomas Gallenbach'.

Thomas G. Gallenbach, P.E.  
Traffic Permit Engineer

Part 2  
Traffic Engineer's Statement Regarding  
Impact of Access Location

MEMORANDUM TO: Ron Adams  
Pearson, Brown & Associates

FROM: Nick Butler  
Consultant

Luay R. Aboona, P.E.  
Principal

DATE: February 8, 2016

SUBJECT: Traffic Impact Statement  
Proposed Steinbach Residential Development  
Long Grove, Illinois

This memorandum summarizes a trip generation and site access evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Steinbach residential development in Long Grove, Illinois. The site is located on the south side of Midlothian Road, approximately 0.8 miles south of its intersection with IL 83. The site is bounded by the Countryside Lake neighborhood to the north and undeveloped land to the east, west, and south. **Figure 1** shows the location of the site with respect to the surrounding area.

The development is proposed to contain a total of eight single-family homes. Access to the development is proposed via one access roadway off Midlothian Road.

### **Existing Conditions**

The following provides a detailed description of the physical characteristics of the existing roadway system.

*Midlothian Road* is a northeast-southwest two-lane minor arterial roadway signalized at its intersections with IL 83 to the north and Gilmer Road to the south. Midlothian Road has a posted speed limit of 55 mph in the vicinity of the site, is under the jurisdiction of the Illinois Department of Transportation (IDOT), and carries an Average Daily Traffic volume (ADT) of 14,200 vehicles per day.

*Countryside Lake Drive* is a north-south two-lane divided roadway providing access to the Countryside Lake subdivision. Its intersection with Midlothian Road is under stop sign control with a right-turn lane provided on Midlothian Road.



Aerial View of Site Location

Figure 1

## Proposed Development Plan

The plans for the proposed residential development call for the approximate 16-acre site to be developed with eight single-family homes. Access will be provided off Midlothian Road via a single access roadway approximately 650 feet east of Countryside Lake Drive. The proposed access road will provide one inbound lane and one outbound lane with outbound movements under stop sign control.

## Development Traffic Generation

The estimates of traffic to be generated by the overall site are based upon the proposed land use types and number of respective units. The volume of traffic generated by the subject development was estimated using data published in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 9<sup>th</sup> Edition.

The total trips anticipated to be generated by the proposed development are detailed in **Table 1** for the weekday morning and weekday evening peak hours, as well as the weekday daily two-way traffic volumes.

As shown in Table 1, the development will generate a very low volume of traffic during the weekday peak hours of adjacent roadway traffic. Therefore, this development will have a minimal impact on the surrounding roadway system resulting in an increase on Midlothian Road of less than 1 percent. Furthermore, given this low volume of traffic, widening of Midlothian Road to provide left-turn and/or right-turn lanes will not be warranted or required.

Table 1  
ESTIMATED DEVELOPMENT-GENERATED TRAFFIC VOLUMES

Land Use Type/Density	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Weekday Daily Two-Way Trips
	In	Out	Total	In	Out	Total	
Single-Family Detached LUC 210 <sup>1</sup> – 8 units	1	5	6	5	3	8	76

<sup>1</sup> Average rate used due to low unit volume

## **Conclusion**

Based on the preceding evaluation, the following conclusions are made:

- The development will generate a low volume of traffic. A total of five outbound vehicles and five inbound vehicles are estimated to be generated during the weekday morning and weekday evening peak hours, respectively. As a result, this development will not have a significant impact on area roadways.
- One access roadway intersecting Midlothian Road will be adequate in accommodating the low volumes of projected peak hour traffic. This roadway will provide one inbound lane and one outbound lane with outbound movements under stop sign control.
- No roadway or traffic control improvements are recommended or needed at the intersection of Midlothian Road with the proposed access road.