Item #6:

Village Trustee Jacob

IL Route 22 Widening - Update

05/05/16

APPRAISAL ASSOCIATES

53 West Jackson Boulevard, Suite 1527, Chicago, Illinois 60604
3 Grant Square, Suite 113, Hinsdale, Illinois 60521
312-236-6600 • Fax 312-235-8400 • www.aaichicago.com

April 14, 2015

LINDA

David and Beth Ann Kapov
4501 Krueger Court
Long Grove, Illinois 60047-9518

Re: Proposed IDOT Road Improvements
Route: IL Route 22 (Section: Old McHenry Road to North Krueger Road).
Community: Long Grove, Illinois
County: Lake
Property Index Number: 14-13-402-005

Subject: Residential Property
4501 Krueger Court
Long Grove, Illinois 60047-9518

Dear Property Owner:

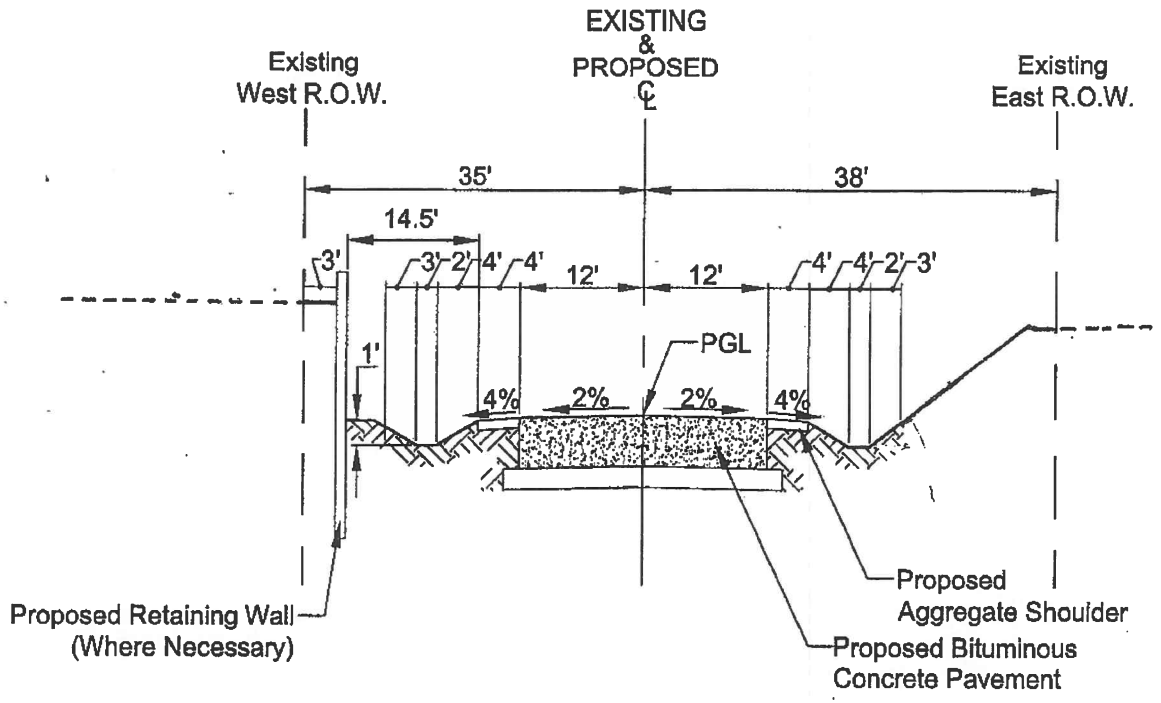
The Illinois Department of Transportation is planning road improvements along IL Route 22 in the vicinity of the above property. This improvement consists of the widening and reconstruction of approximately 3.5 miles of IL Route 22 from Quentin Road to IL Route 83. I understand you are the owner or the owner's representative for the above property. I am an independent real estate appraiser retained by HNTB Corporation, as representative for the Illinois Department of Transportation, to prepare an appraisal report for the property rights that are needed from your property for the planned road improvement project. Specific to the above property, the property rights needed for the road improvement project are a temporary easement during the construction period of a strip of land fronting along Krueger Road.

You and/or your designated representative are invited to meet with me to discuss (in person or by phone) the needed property rights. It is not a requirement; however, it does provide an opportunity for an exchange of information about the property and the appraisal process. My contract requires that I complete my assignment as soon as possible, and I am planning to complete my property inspections on Thursday, April 28, 2016 and on Saturday, April 30, 2016. To set an appointment time with me, Bruce Davis, please call my office at (312)-236-6600 or email me at bruce@aaichicago.com. If I do not hear from you soon, I will assume that you do not feel it is necessary to meet or talk with me about the impact of the road improvement project on this property.

Yours truly,
Appraisal Associates

Bruce J. Davis
Illinois State Certified General Real Estate Appraiser

Since 1940



PRELIMINARY PRINT

ILLINOIS DEPARTMENT OF TRANSPORTATION

PROJECT AND ENVIRONMENTAL STUDIES

SUBJECT TO REVISION

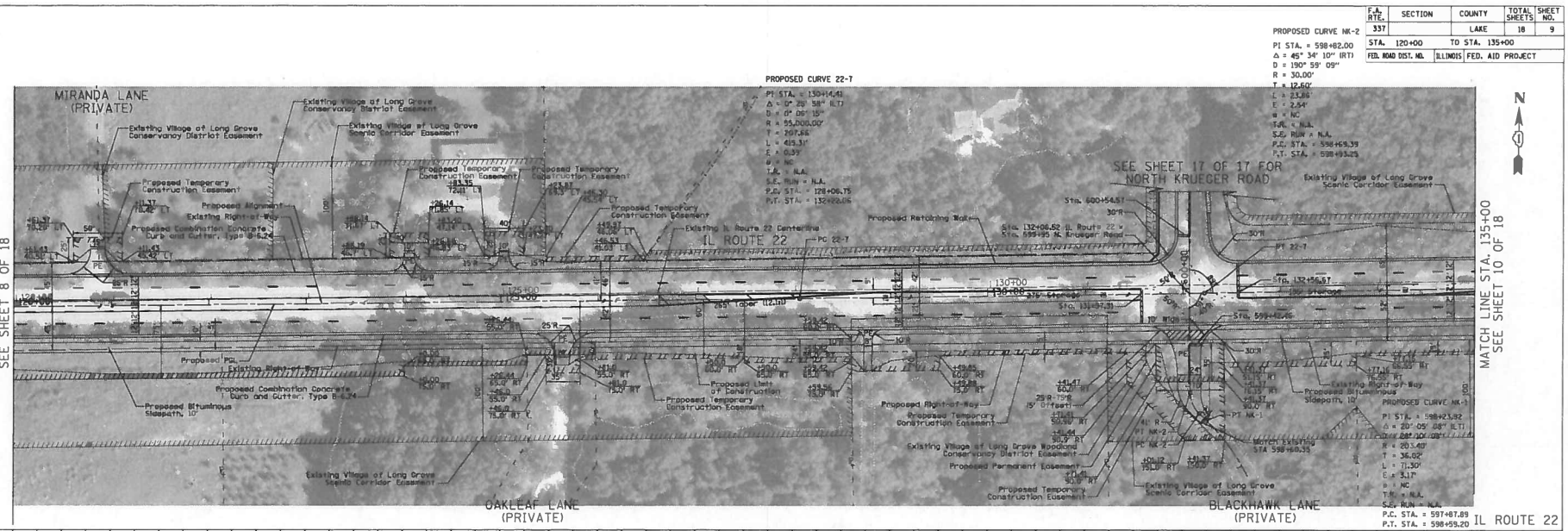
Illinois Department of Transportation
Illinois Route 22
Quentin Road to Illinois Route 83

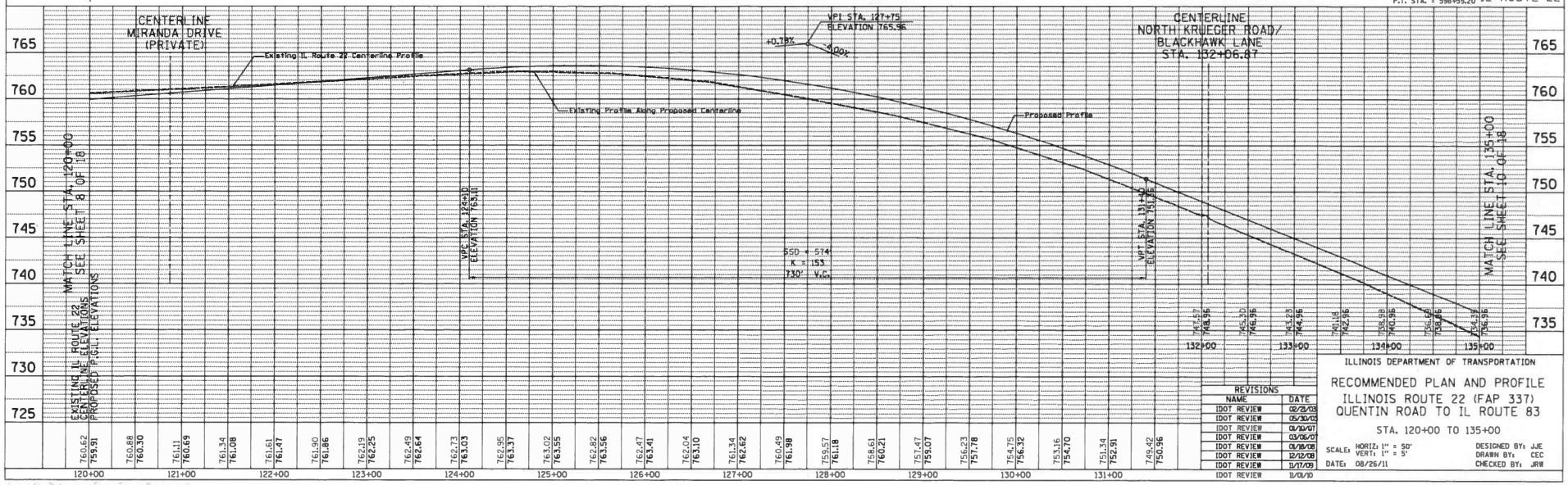
PROPOSED TYPICAL CROSS-SECTION
NORTH KRUEGER ROAD

Not to Scale

EXHIBIT B-10

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
337		LAKE	18	9
STA. 120+00		TO STA. 135+00		
FED. ROAD DIST. NO.	ILLINOIS	FED. AID PROJECT		





REVISIONS	
NAME	DATE
IDOT REVIEW	02/25/03
IDOT REVIEW	05/30/03
IDOT REVIEW	01/30/07
IDOT REVIEW	03/05/07
IDOT REVIEW	01/18/08
IDOT REVIEW	12/12/08
IDOT REVIEW	11/17/09
IDOT REVIEW	11/01/10

ILLINOIS DEPARTMENT OF TRANSPORTATION

RECOMMENDED PLAN AND PROFILE
ILLINOIS ROUTE 22 (FAP 337)
QUENTIN ROAD TO IL ROUTE 83
STA. 120+00 TO 135+00

SCALE: HORIZ: 1" = 50'
VERT: 1" = 5'
DATE: 08/26/11

DESIGNED BY: JJE
DRAWN BY: CEC
CHECKED BY: JRW

EXHIBIT C-9

September 11, 2006

«NAME»
or Current Resident
«ADDRESS»
«CSZ»

Dear Route 22 Property Owner(s):

As a resident with property that may be impacted by the planned widening of Route 22 from two lanes to four lanes, you are encouraged to participate in a meeting at the Village Hall (3110 Old McHenry Road) scheduled on Wednesday, September 20, 2006 at 6:30 p.m. The purpose of the meeting is to provide an update on IDOT's plans (attached 20060801 minutes) and to introduce the request for easements from all property owners to the village to strengthen our mutual efforts to negotiate with IDOT. The Village has made it very clear to IDOT that platted easement restrictions exist in numerous locations and that these easements cannot be violated. The Village has stressed the need for IDOT to: (1) limit improvements within the existing ROW (noting the numerous platted conservancy and scenic corridor easements) and, (2) either eliminate the median altogether or reduce to minimum width necessary and to be "mountable" due to the large number of individual driveways (otherwise limited to right-in, right-out). IDOT has responded that they would review these requests and modify their alternative plans accordingly. While there are numerous existing easements, the greater the extent that additional easements (example attached) cover the full length of Route 22, the greater our negotiation position.

After thoroughly researching the pro's and con's of providing such an easement, fellow Resident David Kapov recently provided the easement and offered to assist the Village in providing his perspective on the benefits of other property owners providing similar easements. Please feel free to forward this letter to other residents that live along Route 22 and let me know if you have any questions (847-634-9440).

Sincerely,
David Lothspeich
Village Manager

encs.

VILLAGE OF LONG GROVE

RESOLUTION NO. 2006-R-18

A RESOLUTION APPROVING A SCENIC CORRIDOR EASEMENT AGREEMENT BETWEEN THE VILLAGE OF LONG GROVE AND DAVID AND ELIZABETH KAPOV

WHEREAS, the Village of Long Grove (***"Village"***) and David and Beth Kapov (collectively, ***"Owners"***), desire to enter into a scenic corridor easement agreement to establish a conservation area in, upon, under, along, and across a portion of property owned by the Owners and located in the Village, for the purposes of preserving and enhancing the rural character of the Village (***"Easement Agreement"***); and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the best interests of the Village to approve the Easement Agreement;

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

Section 1: Recitals. The recitals set forth above are incorporated as part of this Resolution by this reference.

Section 2: Approval; Authorization. The Easement Agreement between the Village of Long Grove and the Owners is hereby approved in substantially the form attached to this Resolution as Exhibit A. The Village President and the Village Clerk are hereby authorized and directed to execute the Easement Agreement on behalf of the Village of Long Grove.

Section 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 23rd DAY OF May, 2006.

AYES: (6) Barry, Borawski, Hannon, Klein, Lazakis, Schmitt

NAYS: (0)

APPROVED THIS 23rd DAY OF May, 2006.

Village President

ATTEST:

Village Clerk

3666368_v2

EXHIBIT A

EASEMENT AGREEMENT

COPY

COPY

6013059

LAKE COUNTY, IL RECORDER
06/20/2006

Prepared by and after
Recording Return to:

Julie A. Tappendorf
Holland & Knight LLP
131 South Dearborn Street
30th Floor
Chicago, Illinois 60603

For Recorders Use Only

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 15th day of June, 2006, by and between **DAVID KAPOV** and **BETH KAPOV** (hereinafter referred to as "***Owner***") and **THE VILLAGE OF LONG GROVE**, an Illinois municipal corporation in Lake County, Illinois ("***Village***");

WITNESSETH:

WHEREAS, Owner is the owner of a certain parcel of real estate commonly known as 4501 RFD, Village of Long Grove, County of Lake, State of Illinois and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("***Subject Property***"); and

WHEREAS, Owner and the Village desire to locate a scenic corridor conservation area in, upon, under, along, and across a portion of the Subject Property which is legally described in Exhibit B attached hereto and by this reference incorporated herein and a made a part hereof

("***Easement Premises***"), which Easement Premises shall consist of native growth, trees, lawns, berms, ponds, or other ground cover; and

WHEREAS, Owner desires to enter into this Agreement and to establish a scenic corridor conservation area on the Easement Premises for the purposes of preserving and enhancing the rural character of the Village; and

WHEREAS, Owner desires to enter into this Agreement and to establish a scenic corridor conservation area on the Easement Premises for the additional purposes of preserving and enhancing the value and desirability of the Subject Property and enhancing the value and desirability of other properties in vicinity of the Subject Property; and

WHEREAS, Owner desires and intends that the several owners, occupants, mortgagees, and any other person acquiring an interest in the Subject Property, or any portion thereof, shall at all times hold their interest subject to the conditions and restrictions hereinafter set forth, which conditions shall be enforceable by the Village;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto mutually agree as follows:

SECTION ONE. **Premises**. The foregoing recitals are hereby incorporated herein as if fully set forth.

SECTION TWO. **Grant of Easement**. Owner hereby grants, conveys, warrants, and dedicates to the Village, its successors, and assigns, a scenic corridor conservancy easement, subject to the terms and conditions hereinafter set forth in, upon, under, along, and across the Easement Premises, together will all reasonable rights of ingress and egress across any adjoining lands of Owner necessary for the exercise of the rights herein granted. Pursuant to this Easement Agreement, the Village shall have the right, but not the obligation, to install landscaping upon the Easement Premises with the Owner's written approval. Pursuant to the Easement Agreement, the Village shall also have the right, but not the obligation, to install a

gravel or crushed limestone bike path not wider than 5 feet wide upon the Easement Premises with the Owner's written approval, so long as the bike path is located outside the fence line on the Subject Property, which fence line may be relocated in accordance with Section Four of this Easement Agreement. In the event that the Village's use of the Easement Premises for the gravel or crushed limestone bike path necessitates the removal of any tree more than 6 inches in diameter, the Village agrees to replace said tree with a comparable tree in a location on the Subject Premises agreeable to Owner.

SECTION THREE. Reservation of Rights. Owner hereby reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere with the exercise by the Village of the rights granted hereunder subject to the following conditions, restrictions, and provisions:

a. Except as expressly permitted for the gravel or crushed limestone bike path in Section 2 of this Agreement and for the fence in Section 4 of this Agreement, Owner shall not construct, install, maintain, or permit to be constructed, installed, or maintained on the Easement Premises any structure or paved surfaces, nor shall Owner in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Easement Premises or any part thereof at any time whatsoever, without the express prior consent of the Village;

b. Owner shall maintain vegetation on the Easement Premises, including the routine and customary clearing of harmful brush or other debris in accordance with the Village Code and locally accepted forestry standards, or as may be permitted in advance by the Village in writing; and

c. Owner may install landscaping and other vegetation within the boundaries of the Easement Premises that is compatible with the existing vegetation therein.

SECTION FOUR. Existing Fence. Notwithstanding the otherwise applicable provisions relating to stockade fences contained in Section 4-9-3 of the Long Grove Village Code, as such Village Code may be amended from time to time, Owner shall have the right to maintain the stockade fence existing as of the date of this Easement Agreement in its current location on the Subject Property ("***Existing Fence***"). Owner shall have the right, at its sole cost and expense, to relocate the Existing Fence, or to replace the Existing Fence with a new fence of the same or substantially the same height, design, and materials as the Existing Fence in an alternative

location on the Subject Property, which alternative location shall be subject to the Village's approval, which approval may not be unreasonably withheld. In the event that the Village's use of the Easement Premises necessitates the removal or relocation of the Existing Fence from its current location, then the Village agrees to reimburse the Owner for its reasonable costs incurred in such relocation.

SECTION FIVE. 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 Easement Agreement. The failure of the Village to enforce this Easement Agreement or any provision hereof at any given time shall in no event be deemed a waiver of the right to do so thereafter.

SECTION SIX. Term. This Agreement shall be and remain in force for an initial term of twenty (20) years, which term shall be automatically extended for successive terms of ten (10) years unless either party notifies the other in writing of its desire to terminate this Agreement not more than 180 days nor less than ten (10) days before the termination of any term.

In addition, in the event that the Village agrees to grant any of its rights under this Agreement to the Illinois Department of Transportation ("***IDOT***") in order to permit the installation of pavement or structures on the Easement Premises in connection with the widening of Illinois Route 22 and Krueger Road, the Village agrees to promptly notify the Owner in writing and the Owner shall have the right, within 180 days after such notice, to terminate this Agreement.

The Village further agrees that, in the event it receives any direct remuneration from IDOT in consideration for granting any rights under this Agreement, such remuneration shall be delivered to the Owner at the time of delivery of the foregoing notice or ten (10) business days after actual receipt of such remuneration, whichever is later.

SECTION SEVEN. Covenants Running With the Land. The easements and rights granted in this Easement Agreement, the restrictions imposed by this Easement Agreement,

and the agreements and covenants contained in this Easement 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, invitees, and representatives, including without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Easement 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) 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 George W. Bush, 43rd President of the United States.

SECTION EIGHT. No Merger. All representations and warranties contained herein shall survive the execution of this Easement Agreement and the recordation thereof and shall not be merged.

SECTION NINE. Amendments. This Easement Agreement and its effect shall not at any time hereafter be modified, amended, or annulled except by a written instrument executed by the then Owner or Owners of record of the Subject Property and approved by written resolution duly adopted by the President and Board of Trustee of the Village of Long Grove, Lake County, Illinois.

SECTION TEN. Severability. Invalidation of any term or provision of this Easement Agreement shall in no way affect any other term or provision hereof, which other terms and provisions shall remain in full force and effect.

SECTION ELEVEN. Entire Agreement. This Easement Agreement constitutes and is a full integration of the entire agreement of the parties.

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

VILLAGE OF LONG GROVE

Maria Rodriguez
Village President

ATTEST:

Karen Schultheis
Village Clerk

for Karen Schultheis

6/15/2006

"OFFICIAL SEAL"
Brandon Tran
Notary Public, State of Illinois
My Commission Exp. 02/25/2009

DAVID KAPOV

BETH KAPOV

B. Kapov

for David M. Kapov &
Beth Kapov

OFFICIAL SEAL
JOYCE M DEMETROS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05-14-07

Joyce M. Demetros
6/15/06

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, Svetlana Likhter, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Maria Rodriguez, personally known to me to be the President of the Village of Long Grove, a municipal corporation, and 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 the President of the Village of Long Grove, she signed and delivered said instrument as her 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 15 day of June, 2006.

OFFICIAL SEAL
SVETLANA LIKHTER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-22-2007

Svetlana Likhter
Notary Public

My commission expires: 07-22-2007.

(SEAL)

Acknowledgment of Joint Owner

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, Joyce M. Demetros, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Kapov and Beth Kapov, personally known to me to the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 15 day of June, 2006.

Joyce M. Demetros
Notary Public

My commission expires: 5/14/07

(SEAL)

OFFICIAL SEAL
JOYCE M DEMETROS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05-14-07

3623791_v7

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 2 IN KRUEGER SUBDIVISION UNIT NUMBER 2, BEING A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 13, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1978, AS DOCUMENT 1905344 IN BOOK 63 OF PLATS, PAGE 26, IN LAKE COUNTY, ILLINOIS

PIN No.: 14-13-402-005

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT PREMISES

THE SOUTHERN 10 FEET ALONG STATE ROUTE 22 AND THE EASTERN 10 FEET ALONG KRUEGER ROAD OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 2 IN KRUEGER SUBDIVISION UNIT NUMBER 2, BEING A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 13, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1978, AS DOCUMENT 1905344 IN BOOK 63 OF PLATS, PAGE 26, IN LAKE COUNTY, ILLINOIS