

James Hogue  
Village Planner  
Village of Long Grove  
3110 Old McHenry Road Long Grove, IL 60047  
847-634-9440  
jhogue@longgroveil.gov

June 7, 2020

Dear Jim and Members of the Board,

I am writing to request a permit to build a garage adjacent to our cabin at 3378 old McHenry Rd. My husband, who can only be moved in a wheelchair, has constant care - 3 caregivers, our son, grandson and myself. The attached 1.5 car garage is used primarily for entry and exit via wheelchair ramps which prevent us from storing any full-size vehicle in this space. We critically need additional indoor space where my husband can safely enter and exit vehicles in any weather. Therefore, this garage space needs to be located close to our house where it can be easily accessed.

Five generations of our family have now lived on this property. My paternal Grandparents lived here for 20+years and when my parents reached our age - 80s, they moved from our main house (3376 – now owned and for sale by my brother) down to the cabin (3378) and subsequently were permitted to install a small additional cabin for live-in help because the main cabin has only one bedroom. Now because of my husband's incapacity we need much more help than my grandparents or parents did. With all of this additional support, we also have more vehicle traffic and need garage space. These vehicles include a couple of antique vehicles which have been used in many Long Grove events over the years. These cars are currently stored by my brother, but he is seeking to sell his house so the need to garage and maintain these vehicles will become our responsibility

We have looked at other potential sites on the property but feel we cannot add this garage in those locations for two reasons:

First and foremost, they are not easily accessible for anyone with mobility challenges without significant investment in new asphalt or significant changes to the full layout of the property.

Second, we are committed to maintaining all of our conservation land. After 70 years of friendship with the Reeds and Turners, we have been inspired by their work to keep some property on McHenry Rd. similar to what it was when we moved here in the early 1940's. With this intent, all of our land, other than the cabin site, is now designated as conservation land - a natural prairie. We burn it annually, remove buckthorn trees, thistles, and honey suckle, plant wildflowers, and our friends and neighbors are free to enjoy it.

We understand that this proposed site on is within a designated 40-foot utility easement and have reached out to all utilities to confirm that our build site will not encroach on any of their lines. We have included letters from Comed and Nicor confirming that there is no encroachment on their lines and have had AT&T and Comcast come and flag their lines their lines to confirm that there is also no intersection with our build site and their lines. Images of this flagging are also included with this letter.

We would be installing a steel structure which would be erected on a slab on grade. We have selected designs which will closely match the look of the adjacent house and service cabin and will obscure the

side facing the access road to our neighbors' driveway with evergreen trees. This structure will be installed quickly with little disruption to our lives nor to those of our neighbors.

Now that Rt. 22 is being filled with housing developments, we all feel such gratitude that the old Buck farm has been made into a beautiful site (Herren Creek Park) where all of us walk, run, cross country ski and enjoy nature. We have hoped to keep some of that open country feeling with our development of a 15-acre prairie across our residential parcel and on the adjacent parcels that we maintain as conservation land.

The planned site of the garage would not be visible from this prairie nor from any of our neighbors' homes. It would exactly match in height, and color (dark brown) the other buildings on the same residential site.

We hope to have the garage installed before this coming Fall so that it will make our life in Long Grove so much easier next winter.

Per tgeh regulations, we will be reaching out via certified mail to the only neighbor within 250' of our property

Christine Jossund  
3382 Old McHenry Rd.  
Long Grove, IL 60047

In addition, as a courtesy, we will also reach out to our other neighbors who share a common access driveway:

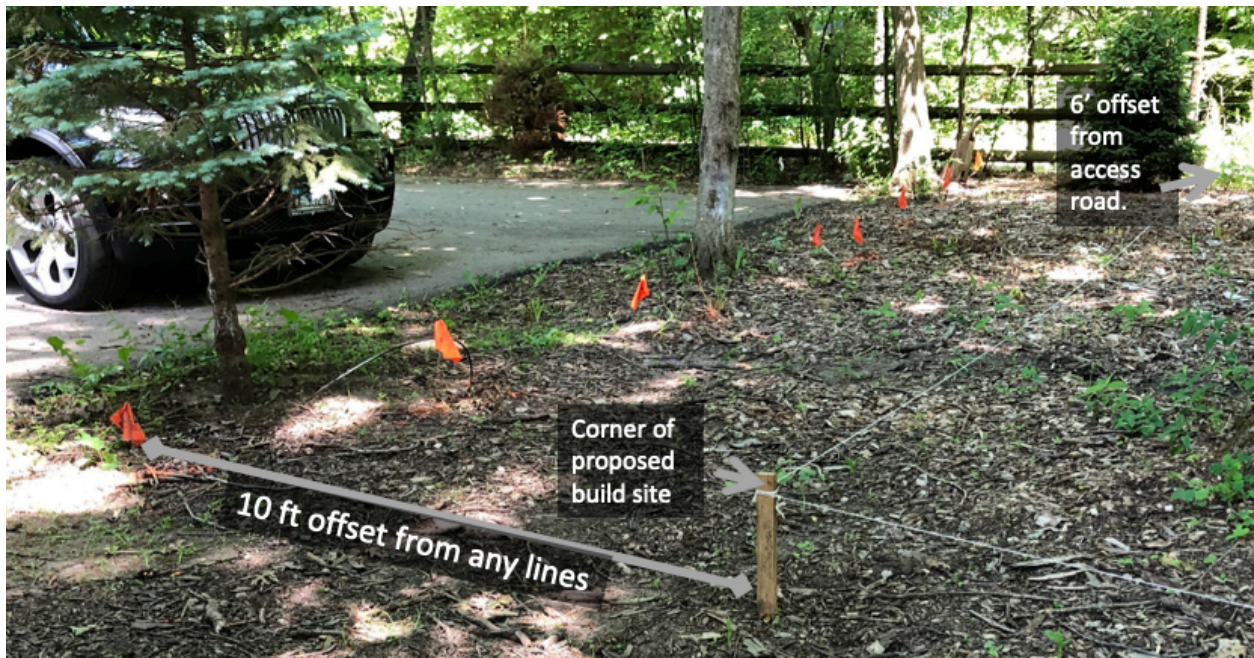
Charles Wachs (3378)  
Yergeny Tarasov (3385)  
Piotr Klich (3384)

If additional communications are necessary, please let us know and we will be happy to do so.

Thank you so much for your consideration!

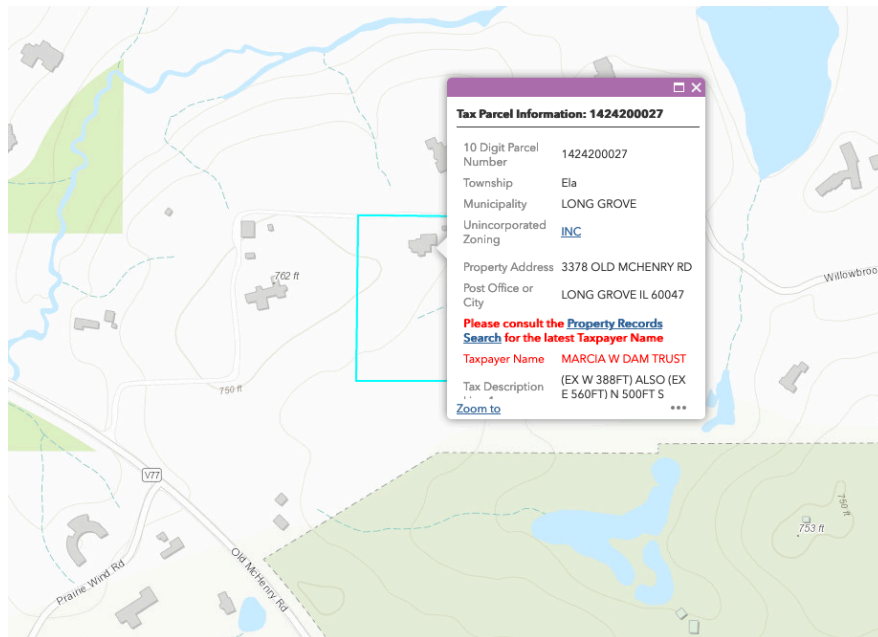
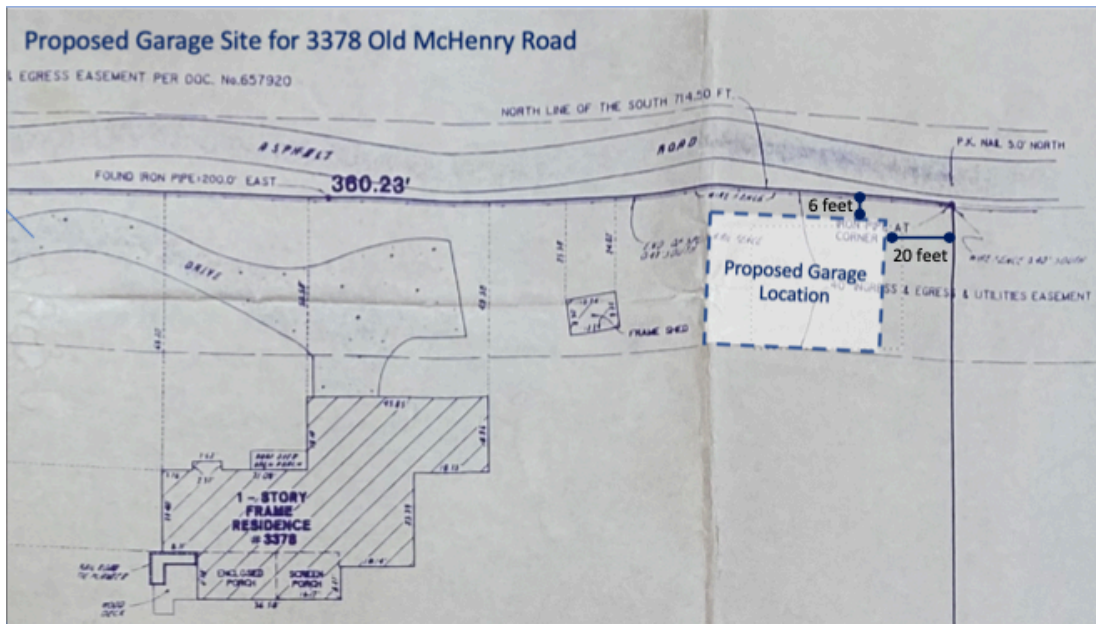
Sincerely,

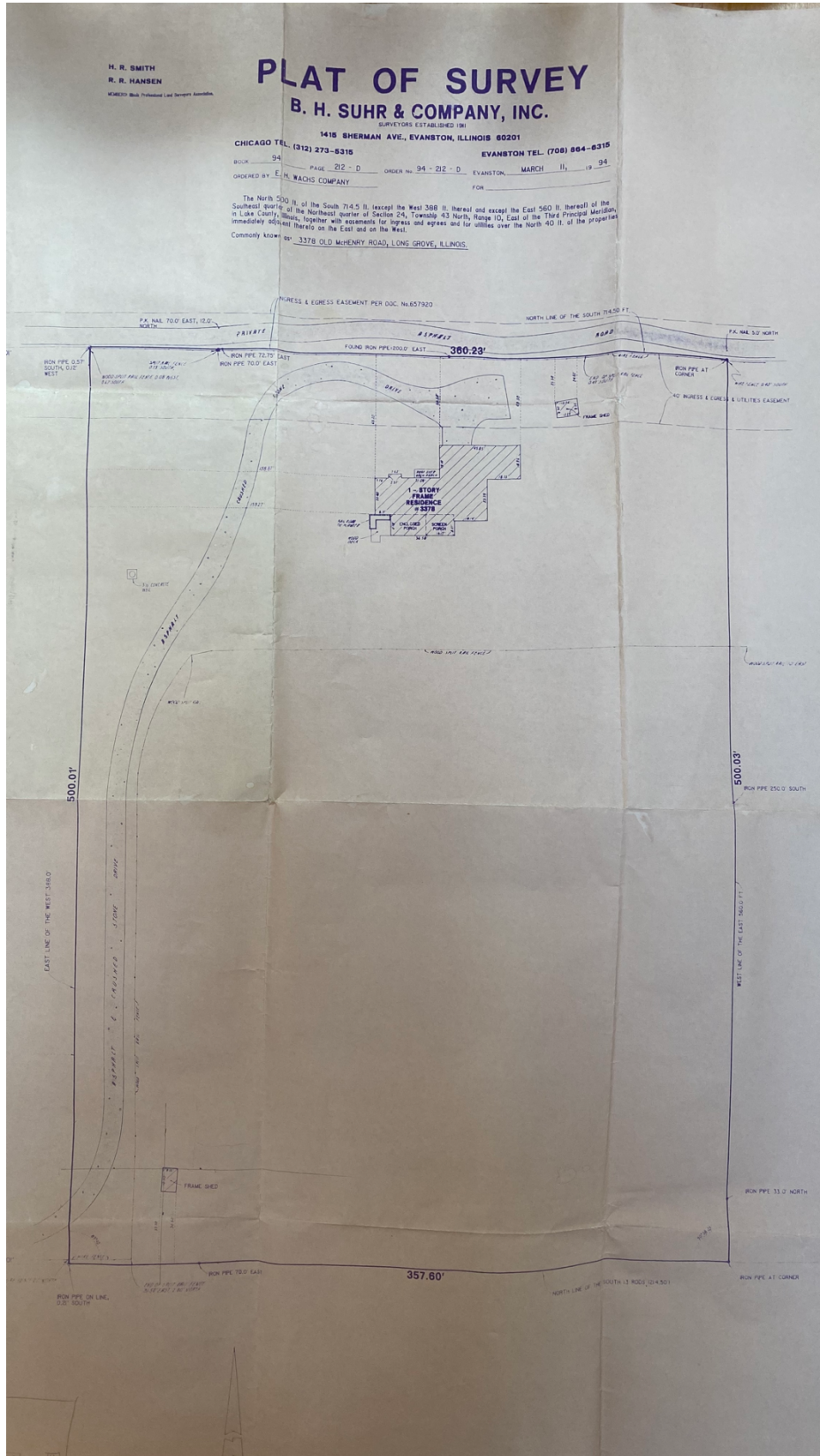
Marcia Wachs Dam



Property Legal Description:

THE NORTH 500 FT. OF THE SOUTH 714.5 FT. (EXCEPT THE WEST 388 FT. THEREOF AND EXCEPT THE EAST 560 FT. THEREOF) OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, TOGETHER WITH EASEMENTS FOR INGRESS AND EGRESSES AND FOR UTILITIES OVER THE NORTH 40 FT. OF THE PROPERTIES IMMEDIATELY ADJACENT THERETO ON THE EAST AND ON THE WEST.







Kone Chansey  
Land Management Agent

1844 Ferry Road  
Naperville, IL 60563  
630-388-2095 tel

x2kchans@southernco.com

May 20, 2020

Eliot Dam  
3378 Old McHenry Road  
Long Grove, IL 60047

**Subject: Garage**  
*Nicor Atlas Page Reference: NW27242D*

To Whom It May Concern:

This letter is sent in response to your recent inquiry regarding building a garage in your property that may be encroaching on utility easement lying in the following described property:

**THE NORTH 500 FT. OF THE SOUTH 714.5 FT. (EXCEPT THE WEST 388 FT. THEREOF AND EXCEPT THE EAST 560 FT. THEREOF) OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, TOGETHER WITH EASEMENTS FOR INGRESS AND EGRESSES AND FOR UTILITIES OVER THE NORTH 40 FT. OF THE PROPERTIES IMMEDIATELY ADJACENT THERETO ON THE EAST AND ON THE WEST.**

Based on the information you provided, including a copy of the property's survey, Nicor Gas has no objection to you building a garage on the northeast corner of your property.

This is not a release or waiver of any rights Nicor Gas may have in or to the utility easement. Further, any future expense Nicor Gas may incur in exercising its rights in the utility easement shall be borne by the property owner.

Notify JULIE at 1-800-892-0123 at least 48 hours prior to commencing construction activities. Nicor Gas may have gas service pipes providing gas service to the described property. The gas service pipes are neither covered by recorded easement nor are their locations mapped.

Very truly yours,  
*Kone Chansey*  
Kone Chansey  
Land Management Agent  
Land Services Department



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Commonwealth Edison Company  
Real Estate & Facilities  
3 Lincoln Center  
Oakbrook Terrace, IL 60181

May 27, 2020

Eliot Dam  
3378 Old McHenry Road  
Long Grove, IL

Re: PROPOSED GARAGE ENCROACHMENT

Dear Eliot:

Pursuant to your request for an encroachment letter, this is to inform you that ComEd Company has no objection to the proposed 50' x 36' garage that will be placed 6' south of the north property line and 20' west of the east property line and will encroach 34' into a 40' ingress and egress and utilities easement, and can be seen on the attached Plat of Survey of the property described as follows:

THE NORTH 500 FT. OF THE SOUTH 714.5 FT. (EXCEPT THE WEST 388 FT. THEREOF AND EXCEPT THE EAST 560 FT. THEREOF) OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, TOGETHER WITH EASEMENTS FOR INGRESS AND EGRESS AND FOR UTILITIES OVER THE NORTH 40 FT. OF THE PROPERTIES IMMEDIATELY ADJACENT THERETO ON THE EAST AND ON THE WEST.

Please be advised that ComEd has no objection to the subject encroachment, so long as the encroachment is not increased or enlarged. Additionally, you have the obligation to ensure that the encroaching structure does not impede ComEd's ability to safely access its facilities and does not interfere with ComEd's use, operation and maintenance of its facilities.

The permission herein acknowledged is subject to the Additional Terms and Conditions contained in the attachment to this letter, which terms and conditions shall be binding upon you, and your successors and assigns.

Sincerely,

*Russell Dillon*

Russell Dillon  
Real Estate Specialist  
630-437-2463

**ADDITIONAL TERMS AND CONDITIONS**

1. The permission herein acknowledged is based upon information and assurances you have provided and facts and circumstances as they currently exist or are currently known to ComEd. ComEd reserves the right at any time hereafter to revoke the permission acknowledged herein and to require the immediate removal of the encroaching structure from the easement premises, at your sole cost and expense, in the event (a) that the information and assurances you have provided prove incorrect or unreliable in any respect, (b) there is change in any relevant facts and circumstances, including without limitation any change in ComEd's business needs or operations that may require the installation of additional overhead or underground facilities on the subject easement premises, or (c) ComEd is made aware of additional facts and circumstances of which it has no actual current knowledge. In the event the permission contained herein is so revoked, you shall promptly remove all encroaching structures at your sole cost and expense, provided ComEd reserves the right (but shall have no obligation) to remove the encroaching structure from the easement premises and dispose of the same without liability for any loss or damage to property incurred by you or any third parties as a result thereof. You shall be responsible for reimbursing ComEd for all costs such removal.
2. The permission herein acknowledged is subject to the condition that you shall be liable for all damage to property, including damage to ComEd's facilities, and any injury or death to persons resulting from or in any way related to the construction or continuing presence of the encroaching structure on the easement premises. By constructing or maintaining such encroaching structure, you agree to indemnify, defend and hold harmless ComEd from and against any and all claims, liabilities, losses, proceedings, damages, costs and expenses (including attorney's fees and costs) arising from or in any manner related to the construction or continuing presence of the encroaching structure on the easement premises. Such cost may include any relocation costs incurred by ComEd (including the cost of acquiring additional easements) should ComEd elect to relocate the facilities located on the easement premises due to the subject encroachment.
3. The permission herein acknowledged shall in no way modify, limit, terminate, release, abrogate, nullify or waive any of the rights and interests of ComEd, its successors and assigns, in and to the easement premises.
4. You shall have no right to construct additional structures or improvements upon the easement premises. Prior to any digging upon the easement premises, you shall be responsible for locating all electrical facilities by contacting J.U.L.I.E. at 1-800-892-0123.
5. The permission hereby acknowledged is subject to your obtaining all required approvals from applicable governmental authorities (or third parties having any interest in the easement premises) with respect to the encroaching structure.
6. The obligations set forth hereinabove and in the attached letter shall be binding upon you, your heirs, legal representatives, successors and assigns.
7. This letter should be retained with your valuable papers and copies should be furnished to the title company and your successors and/or assigns for future reference.
8. This letter may be recorded at any time by ComEd in its sole discretion.



