

**ORDINANCE NUMBER 11 - 08**

**ORDINANCE ACCEPTING GRANT OF A CONSERVATION  
EASEMENT FOR THE PROPERTY LOCATED AT 1851 CENTER  
DRIVE, CARPENTERSVILLE, ILLINOIS 60110**

**WHEREAS**, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

**WHEREAS**, the corporate authorities of East Dundee may accept or receive through gift, grant, legacy, dedication, and plats of subdivision or otherwise, easements located within the corporate limits or in unincorporated territory not more than one and a half miles from such limits, and may hold and maintain such grounds and lands and may supervise or regulate their use for any proper public purpose (65 ILCS 5/11-105-1 (2001)); and

**WHEREAS**, the owners of 1851 Center Drive, Carpentersville, Illinois 60110 desire to grant a conservation easement to the Village of East Dundee for the purposes of conservation; and

**WHEREAS**, if approved by the corporate authorities of the Village of East Dundee, the terms of the grant of easement will, in material respects, be as shown in the document attached as Exhibit "1" to this ordinance; and

**WHEREAS**, the Village of East Dundee finds and determines that the acceptance of the grant of conservation easement is necessary and desirable in order to maintain and preserve the natural beauty of the area.

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:**

**Section One.** That the Village of East Dundee hereby accepts and approves the grant of the conservation easement as set forth in Exhibit "1" and the Village President is hereby authorized to execute the easement on behalf of the Village of East Dundee.

damaged by any inconsistent activity or use; and

3. **Prohibited Uses.** Unless otherwise expressly permitted in Section 4 hereof, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on and uses of the Property are expressly prohibited, unless otherwise expressly and specifically reserved in Section 4 hereof:

(a) The placement or construction of any buildings, whatsoever, or other structures or improvements of any kind (including, without limitation, above ground utility lines and related facilities, lighting fixtures of any kind, sheds, roads, antennae, flag poles, decks, patios, swimming pools, driveways, playground equipment such as swing sets or jungle gyms and other man-made or impervious surfaces);

(b) Any alteration of the surface topography and hydrology of the land (including, without limitation, grading or the excavation, removal or moving of soil, sand, gravel, peat, or vegetation, except as may be necessarily required in the course of any activity expressly permitted hereunder);

(c) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant siltation or pollution of any surface or subsurface waters (including, without limitation, any use or application of any pesticide or herbicide, except in accordance with a plan for such use or application approved in writing by Grantee);

(d) The draining, filling, diking, dredging or digging wetlands, ponds, water course, floodplains, or other areas located on the Property;

(e) The destruction or removal of the native flora located on the Property, except as may be expressly approved by the Grantee;

(f) The dumping, placing or storing of trash, discarded equipment, appliances, automobiles or household items, garbage, grass clippings and other landscape waste, or other waste material;

(g) The operation or permitting to be operated of snowmobiles, motorcycles, all terrain vehicles or any other type of motorized vehicle (except for vehicles used only in connection with maintenance activities permitted hereunder);

(h) No agricultural use of the Property shall be permitted.

Grantor covenants and agrees not to commit any of the above activities or uses of the Property or knowingly permit any of such activities or uses to occur. Grantor agrees to use reasonable best efforts to prevent any of the above activities or uses from being committed by any third party and to take reasonable measures to mitigate any damage to the Property that impairs or threatens to impair the conservation purposes of this Easement.

4. **Reserved Rights.** Grantor reserves to itself and to its personal representatives, heirs,

**Section Two.** The easement contemplated in this ordinance shall have the boundaries determined by a plat to be recorded in the Kane County Recorder of Deeds office.

**Section Three. Severability.** If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the validity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

**Section Four. Repeal.** All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

**Section Five. Publication.** This ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 7<sup>th</sup> day of February, 2011, pursuant to a roll call vote as follows:

AYES: 7 - Trustees Ruffolo, Gorman, Lynam, Miller, Cichowski, VanOstenbridge  
NAYES: 0 & President Bartels

ABSENT: 0

Approved by me this 7<sup>th</sup> day of February, 2011.

Jerald Bartels  
JERALD BARTELS, Village President

Published in pamphlet form this 14<sup>th</sup> day of Feb., 2011, under the authority of the President and Board of Trustees.

ATTEST:  
Jennifer Rehberg  
Jennifer Rehberg, Village Clerk

Recorded in the Village Records on Feb. 14<sup>th</sup>, 2011.

