

ORDINANCE NUMBER 12-21

**ORDINANCE APPROVING EASEMENTS FOR STORMWATER
DETENTION AND MANAGEMENT FACILITIES**

BE IT ORDAINED by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, that the Easements for Storm Water Detention and Management Facilities to Gardiner Senior Apartments, L.P., an Illinois Limited Partnership and Iceberg Development Group, LLC, an Illinois limited liability company granting the right and the obligation to construct and maintain storm water maintenance and detention facilities on real property legally described on Exhibits attached to said Easements are hereby approved; and the Village President and Village Clerk are hereby authorized to execute and deliver said Easements upon the acquisition of title to the real property which is the subject thereof by the Village.

This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

PASSED this 16th day of April 2012, pursuant to a roll call vote as follows:

AYES: 5 - Trustees Dorman, Miller, VanOstenbridge, Skillicorn

NAYS: 0 & President Bartels

ABSENT: 2 - Trustees Ruffalo & Lynam

APPROVED:

Jerald Bartels
Jerald Bartels, President

Attest:

Jennifer Rehberg
Jennifer Rehberg, Village Clerk



**EASEMENT FOR STORMWATER
DETENTION AND MANAGEMENT
FACILITIES**

KNOW ALL MEN BY THESE PRESENTS, that the VILLAGE OF EAST DUNDEE, ILLINOIS, an Illinois municipal corporation, Grantor, for and in consideration of the benefits accruing to the said Grantor and the sum of Ten Dollars (\$10.00) paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, hereby gives, grants, conveys and warrants to GARDINER SENIOR APARTMENTS, LP, an Illinois limited partnership, Grantee, and to the successors and assigns of said Grantee, for the benefit of the real estate legally described on Exhibit A, attached hereto and incorporated herein, a permanent, exclusive Easement, and the right and obligation to construct stormwater maintenance and detention facilities (the "Facilities"), the right and obligation to maintain and make all necessary repairs to said Facilities, as may be reasonable and proper, including the reconstruction or replacement of said Facilities, together with the right to use and drain into the Facilities, and the right of ingress and egress for the purpose of constructing and maintaining the Facilities, together with the right to construct and maintain the necessary appurtenances for said Facilities over, along, upon and through said Permanent Easement hereinafter described, and including the right to abandon in place said Facilities.

The Permanent Easement is more particularly described as follows:

See Exhibit B, attached hereto and incorporated herein.

All situated in the County of Kane in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantor, its successors and assigns, hereby covenants and warrants to and with Grantee, that it owns good and merchantable title to the land upon which the Permanent Easement is located and has full right and authority to grant this Permanent Easement to Grantee, that Grantee, its officers, agents, employees or persons under contract with it, may at any and all times, when necessary or convenient to do so, go over and upon said above described Permanent Easement, and do and perform any and all acts necessary or convenient to the carrying into effect, the purpose for which this grant is made; that Grantor shall not disturb, injure, molest or in any manner interfere with any Facilities or material for laying, maintaining, operating or repairing the same in, over or upon said described Permanent Easement. Grantor further grants to Grantee and its assigns the right to enter upon the premises of the said Permanent Easement and remove from the surface therefrom any items, including trees, shrubs, overgrowth, buildings or other structures which may interfere with or obstruct the Grantee from exercising the rights granted hereunder.

Grantee hereby covenants and agrees and said easement is hereby granted upon the express conditions that care, skill and diligence will be used in constructing and laying said Facilities and all surplus dirt or gravel is to be carefully removed from the premises; and that it will save Grantor harmless from any and all loss or damage Grantor may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said Facilities.

Dated this ____ day of _____ A.D., 2012.

GRANTOR:

VILLAGE OF EAST DUNDEE, ILLINOIS,
an Illinois municipal corporation

By Jerald Bartels
Jerald Bartels, Village President

ATTEST:

By Jennifer Rehberg
Jennifer Rehberg, Village Clerk

GRANTEE:

GARDINER SENIOR APARTMENTS, LP, an
Illinois limited partnership

By Gardiner Senior Development, LLC, an Illinois
limited liability company, its general partner

By Iceberg Development Group, LLC, an Illinois
limited liability company, its managing member

By _____
James N. Bergman, Sole Member

Exhibit A

LOT 4 IN RIVER HAVEN, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 23 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED _____ AS DOCUMENT _____, IN KANE COUNTY, ILLINOIS; IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

Exhibit B

Lot 1 of River Haven, being a subdivision of part of the southeast quarter of Section 23 and the northeast quarter of Section 26, Township 42 north, Range 8 east of the Third Principal Meridian in the Village of East Dundee, Kane County, Illinois.

and:

The south 505.00 feet of the east 278.95 feet of Lot 3 of River Haven, being a subdivision of part of the southeast quarter of Section 23 and the northeast quarter of Section 26, Township 42 north, Range 8 east of the Third Principal Meridian in the Village of East Dundee, Kane County, Illinois.

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FACILITIES**

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Grantor, its successors and assigns, hereby covenants and warrants to and with Grantee, that it owns good and merchantable title to the land upon which the Permanent Easement is located and has full right and authority to grant this Permanent Easement to Grantee, that Grantee, its officers, agents, employees or persons under contract with it, may at any and all times, when necessary or convenient to do so, go over and upon said above described Permanent Easement, and do and perform any and all acts necessary or convenient to the carrying into effect, the purpose for which this grant is made; that Grantor shall not disturb, injure, molest or in any manner interfere with any Facilities or material for laying, maintaining, operating or repairing the same in, over or upon said described Permanent Easement. Grantor further grants to Grantee and its assigns the right to enter upon the premises of the said Permanent Easement and remove from the surface therefrom any items, including trees, shrubs, overgrowth, buildings or other structures which may interfere with or obstruct the Grantee from exercising the rights granted hereunder.

Grantee hereby covenants and agrees and said easement is hereby granted upon the express conditions that care, skill and diligence will be used in constructing and laying said Facilities and all surplus dirt or gravel is to be carefully removed from the premises; and that it will save Grantor harmless from any and all loss or damage Grantor may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said Facilities.

Dated this ____ day of _____ A.D., 2012.

GRANTOR:

VILLAGE OF EAST DUNDEE, ILLINOIS,
an Illinois municipal corporation

By Jerald Bartels
Jerald Bartels, Village President

ATTEST:

By Jennifer Rehberg
Jennifer Rehberg, Village Clerk

GRANTEE:

ICEBERG DEVELOPMENT GROUP, LLC, an
Illinois limited liability company

By _____
James N. Bergman, Sole Member

Exhibit A

LOT 2 IN RIVER HAVEN, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 23 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED _____ AS DOCUMENT _____, IN KANE COUNTY, ILLINOIS; IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

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