



# Kane County

1996 S. Kirk Rd. Suite 320  
Geneva, IL 60134

## Forest Preserve District, Land Acquisition Committee

### Agenda

Chairman, Jarett Sanchez, President, Christopher Kious, President Pro Tem Mavis Bates,  
Executive Director Benjamin Haberthur  
Deborah Allan, Ron Ford, Mike Linder, Bill Roth, Cherryl Strathmann, Rick Williams

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**Thursday, May 25, 2023**

**8:30 AM**

**3rd Floor Board Room**

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- I. Call To Order**
- II. Approval of Minutes of April 27, 2023**
- III. Public Comment (Each Speaker is limited to three minutes)**
- IV. Closed Session to Discuss Land Acquisition, License Agreements, Potential Litigation and Personnel**
- V. New or Unfinished Business**
  - A.** Resolution to Purchase a Parcel Approximately 94.6 Acres Adjacent to Dick Young Forest Preserve in Blackberry Township
  - B.** Resolution Authorizing the Sale of a District Owned Parcel In Farmington on the Fox Subdivision, Kane County
- VI. Communications**
- VII. Chairman's Comments**
- VIII. Adjournment**

**Adjournment until: Thursday, June 29, 2023 at 8:30 a.m. in person at the Forest Preserve District Administration Offices 1996 S. Kirk Road, Suite 320 Geneva, Illinois and via zoom <https://zoom.us/j/6302325980?pwd=aURTSGJoRIVJNDRcCHJXd3dvaVVrUT09> Meeting ID: 630 232 5980 Password: 24680 The Request to Speak Form on our website must still be completed for guests to speak at the meeting.**



5. The Board of Commissioners of the Forest Preserve District of Kane County hereby authorizes the President of the District and the District's attorney, with the consent of the Forest Preserve Commission of the District, to execute any and all documents necessary to acquire title to or any interest in and possession of property for said Forest Preserve District of Kane County, Kane County, Illinois in accordance with the Purchase Contract approved hereby.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois that the District be, and hereby is, authorized to purchase the real estate described in Exhibit A, for not less than the fair market value of said real estate, under such terms and conditions as included in the Purchase Contract.

APPROVED AND PASSED on this Click or tap here to enter text.

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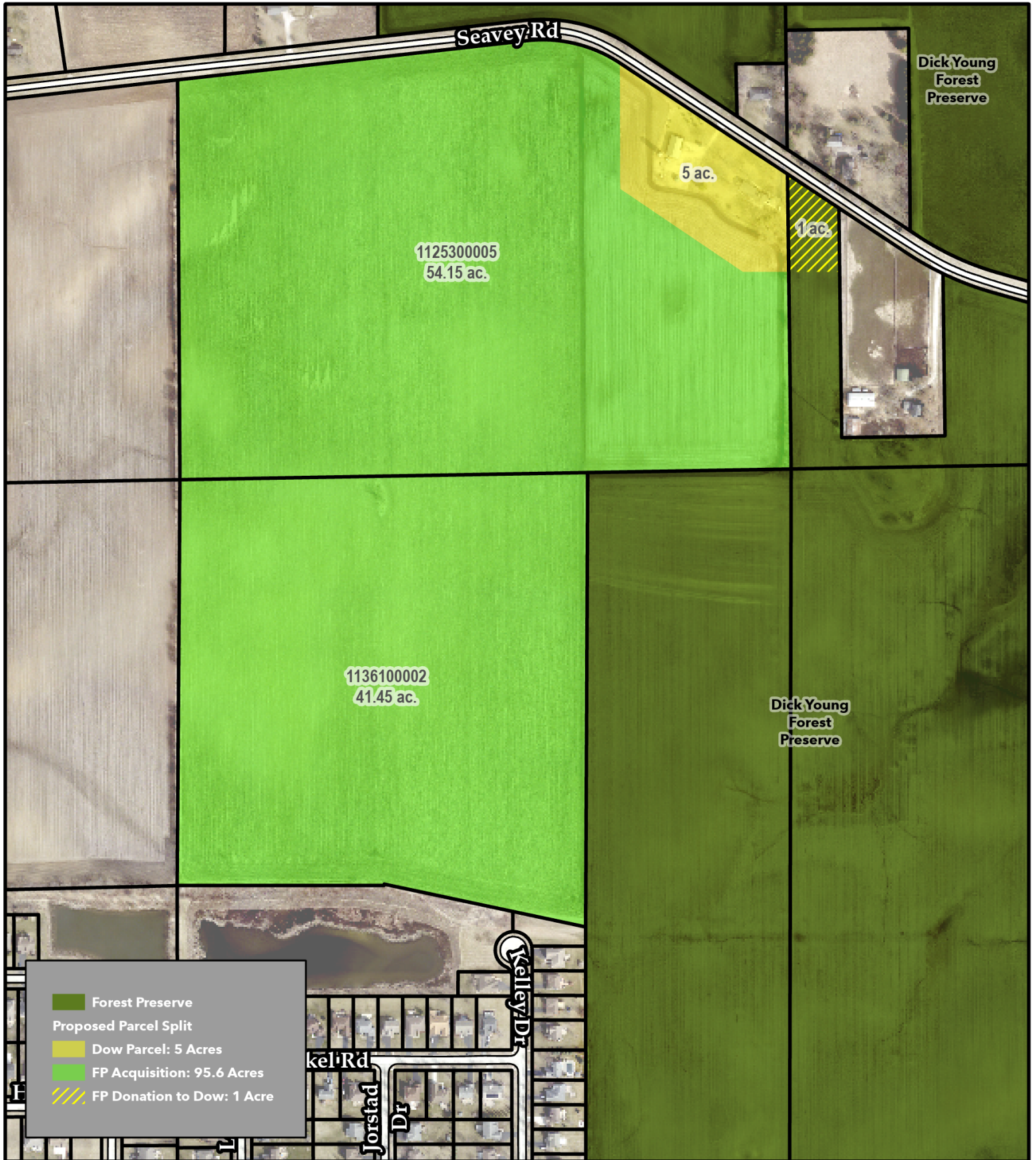
Christopher Kious  
President, Kane Forest Preserve  
Kane County, Illinois

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Myrna Molina  
Secretary, Kane Forest Preserve  
Kane County, Illinois



# Old Second National Bank Parcels (Dow 2) Adjacent to Dick Young FP (Batavia, IL)



**Legend**

- Forest Preserve
- Proposed Parcel Split
- Dow Parcel: 5 Acres
- FP Acquisition: 95.6 Acres
- FP Donation to Dow: 1 Acre







## Redgate Misc. Parcel Resolution Map



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1/26/2023

## **EXHIBIT B**

### **CONSERVATION EASEMENT**

**Purpose.** The parties acknowledge that it is the purpose of this Easement to assure that the property legally described in Exhibit "A" hereto (the "Property") will be retained forever predominantly in its natural, scenic, and open space condition with development and use of the property limited to compatible resource based recreation as determined by Grantee, THE FOREST PRESERVE DISTRICT OF KANE COUNTY, and that any significant cultural resources or natural plant and animal communities located on the Property which are indigenous to Illinois will be preserved to the extent feasible.

**Grantee Rights.** To accomplish the purpose of this Easement, the following rights are conveyed and impressed as a conservation easement upon the Property by this Easement:

- a) To preserve and protect the native flora, fauna, cultural resources (prehistoric or historic archaeological sites or standing structures), soils, watersheds and drainage patterns of the Property;
- b) To enter upon the Property at reasonable times to monitor the Property;
- c) To enter upon the Property for management and maintenance, including, but not limited to, planting native trees, grasses, and forbs, and to trim, remove, mow or burn vegetation to encourage proper growth and maintenance of native species according to the good stewardship standards of Grantee then in effect; and
- d) To install gravel, limestone, or asphalt trails for bicycle and foot traffic, along with ancillary benches, kiosks, shelters, playground sets or other similar improvements consistent with Grantee's preserves, generally (collectively the "Permitted Improvements"), provided, however, that the total Permitted Improvements (inclusive of all surfaces that are considered to create runoff) will not exceed a total of ten percent (10%) of the area of the Property.

**Prohibited Uses.** Any activity on or use of the subject property inconsistent with the purposes of this easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses of the subject property are expressly prohibited:

- a) The placement or construction of any buildings or fences or the placement of any of the Permitted Improvements within the Property;
- b) Any alteration of the surface topography and hydrology of the Property (including, without limitation, grinding or the excavation, removal or moving of soil, sand, gravel or vegetation), except as may be necessary 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;
- d) The draining, filling, dredging or digging of any wetlands, flood plains, foundations, cisterns, wells or other areas located on the Property;



- e) The sale, exchange, conversion in use, encumbrance of title or further subdividing of the Property or use of the Property for increasing the density of development of any real estate not covered by this Easement;
- f) The dumping, placing or storing of ashes, trash, garbage, landscape waste, or other such waste material, except that which created from on-site grinding shall be expressly permitted; and
- g) The operation or permitting to be operated of snowmobiles, motorcycles, all-terrain vehicles or any other type of motorized vehicle for recreational purposes (except the operation of vehicles used only in connection with natural resource management and maintenance activities permitted hereunder).

The parties acknowledge that by acceptance of the deed to which this Easement is attached, Grantee agrees to be bound by the terms hereof and Grantee agrees to incorporate this Agreement by reference in any deed or other legal instrument by which it divests itself of an interest in all or a portion of the Property.

The terms hereof shall be deemed to run with the land and be binding upon all successors, assigns and transferees of the Grantee.



FILED FOR RECORD  
KANE COUNTY, ILL.

1741673

1985 OCT -8 PM 1:30

TRUSTEE'S DEED

*Eleanor E. Jorgensen*  
RECORDER

Gary-Wheaton Bank, a corporation of Illinois, as trustee under the provisions of a deed or deeds in trust and pursuant to a trust agreement dated the 10th day of February, 1978, and known as Trust No. 3996, Grantor, in consideration of the sum of Ten and no/100----- DOLLARS, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto Forest Preserve District of Kane County, whose address is \_\_\_\_\_, <sup>Illinois</sup> Grantee, not as tenants in common, but as joint tenants, the following described real estate, to-wit:

Lot 10 in Block 5 of Farmington, being a Subdivision of part of the Southwest quarter of Section 15, Township 40 North, Range 8 East of the Third Principal Meridian, in the Township of St. Charles, Kane County, Illinois.

K 36352

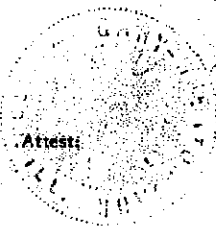
Subject to: General Real Estate Taxes for the years 1984 and subsequent; building line restrictions; easements for public utilities, rights of way for drain tiles, ditches, feeders and laterals; and declaration of covenants, conditions and restrictions as contained in Document No. 1074504, recorded August 3, 1966.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in Grantor by the terms of said deed or deeds in trust, pursuant to the trust agreement above mentioned. This deed is subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date hereof.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its Trust Officer and attested by its Ast. Vice President

Dated: August 30, 1985

Gary-Wheaton Bank  
As Trustee as Aforesaid,  
Grantor



EXEMPT UNDER PROVISIONS OF  
PARAGRAPH 12, SECTION 4, REA  
ESTATE TRANSFER ACT.

DATE: 8-30-85  
*Stephen Sullivan*  
Trust Officer

By Judith Enos  
Judith Enos, Trust Officer

Ruth M. Bowen  
Ruth M. Bowen, Ast. Vice President

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF DU PAGE )

On September 25, 1985 the foregoing instrument was acknowledged before me by

Judith Enos, Trust Officer  
of Gary-Wheaton Bank, an Illinois corporation and by Ruth M. Bowen  
Ast. Vice President of said Bank, who affixed the seal of said Bank, all in behalf of said Bank

Send Subsequent tax Grantees:  
bills to: Forest Preserve District of Kane County  
719 Batavia Avenue  
Geneva, Illinois 60134

Lori B. Priola  
Notary Public  
My Commission Expires: 1-11-88

This instrument prepared by:  
Judith Enos  
Gary-Wheaton Bank  
120 E. Wesley St.  
Wheaton, Illinois

BANK PRINT, INC. 2/83 (M)  
1741673

(Certificate)

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