

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING AND APPROVING
A SIGN EASEMENT AGREEMENT
(Menard, Inc.)**

WHEREAS, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, it is in the best interests of the City of Crest Hill to accept and approve the Sign Easement Agreement from Menard, Inc. attached hereto and incorporated herein as **Exhibit A** granting a sign easement located on Lot 1 in Weber Farm Crossings Subdivision (southeast corner of Weber Road and City Center Boulevard).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

SECTION 1: PREAMBLE. The City Council hereby finds that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference thereto and made a part hereof.

SECTION 2: ACCEPTANCE AND APPROVAL. The Sign Easement Agreement attached hereto is hereby accepted and approved. All necessary signatures and approvals on the Sign Easement Agreement should be made by the respective City Officials including the Mayor and City Clerk.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provision of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

SECTION 4: REPEALER. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

PASSED THIS _____ DAY OF _____, 2023.

	Aye	Nay	Absent	Abstain
Alderman John Vershay	_____	_____	_____	_____
Alderman Scott Dyke	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

Christine Vershay-Hall, City Clerk

APPROVED THIS _____ DAY OF _____, 2023.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

SIGN EASEMENT AGREEMENT

State of Illinois
County of Will

Prepared by:
Josh Melder
Menard, Inc.
5101 Menard Drive
Eau Claire, WI 54703

Return to:
Menard, Inc.
Attn: Properties Division
5101 Menard Drive
Eau Claire, WI 54703

Grantor: Menard, Inc.
Address: Vacant Lands West of Weber Road, Crest Hill, Illinois 60403
PIN: 04-29-303-001

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the City of Crest Hill, an Illinois municipal corporation ("City"), and Menard, Inc., a Wisconsin corporation ("Menard"). Menard and City may be referred to individually as a "Party" or collectively as "Parties" throughout this Agreement.

WHEREAS, Menard is the owner of certain real property (the "Menard Parcel") located in the City of Crest Hill, Will County, State of Illinois, more fully described in **Exhibit A** attached hereto and made a part hereof.

WHEREAS, Menard has agreed to grant City an easement for the construction and operation of a city welcome sign as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, City and Menard agree as follows:

ARTICLE I.

SIGN EASEMENT

- A. **EASEMENT GRANT:** Subject to the provisions of this Agreement, Menard declares, grants, and conveys to City, a perpetual, non-exclusive easement, over, under, across and upon the Sign Easement Area (defined below) for construction and operation of A city of Crest Hill digital welcome sign (the "Sign" as depicted on the concept plan attached hereto as attached as **Exhibit C**) and related facilities, in such Sign Easement Area together with a non-exclusive, perpetual and appurtenant easement on, across and under the Menard Parcel as may be reasonably necessary to provide for ingress and egress to and from the

Sign Easement Area and to install, use, upkeep, replace, upgrade and repair necessary underground utilities to service the Sign Easement Area, and associated landscaping, if any, including the right to bring maintenance vehicles onto the Menard Parcel to service the Sign; provided, that such entry is performed in a manner and time designed to minimize and avoid any disruption of or interference with the use and enjoyment of the Menard Parcel by the then current owner or tenant of such Menard Parcel (the "Sign Easement"). The Sign Easement Area for the Sign is depicted on **Exhibit B** ("Sign Easement Area").

- B. **DESIGNATION OF MENARD ADVERTISING SLOT:** Subject to the provisions of this Agreement, City hereby declares, grants, and conveys unto Menard its successors and/or assigns, a perpetual, exclusive right to have one permanent designated slot on the Sign (the "Menard Slot"). The Menard Slot shall be constituted of not less than one half (1/2) of the panel space on both the north and south face of the Sign per full rotation. Menard shall not be required to pay any amount to the City for the Menard Slot and Menard may provide City with updated advertising material for the Menard Slot as it becomes available.

ARTICLE II. SIGN OPERATION AND MAINTENANCE

- A. **CONSTRUCTION OF SIGN:** At its sole cost and expense, City, or its designated sign contractor ("Operator"), shall construct and install the Sign within the Sign Easement Area, in substantial accordance with the conceptual plans attached as **Exhibit C**.
- B. **REPAIR OF MENARD PARCEL:** If, in exercising its Sign Easement rights, City or Operator damages the Menard Parcel or any improvements thereon, City shall promptly repair at its sole cost and expense any damage resulting from its activities hereunder.
- C. **OPERATION AND MAINTENANCE:** City and/or Operator shall operate, maintain, repair and replace the Sign structure, landscaping, and associated utilities in a similar condition to other signs located in a first class shopping center in the Chicago, IL market. The cost of operation, maintenance, repair and replacement of the Sign, shall be solely borne by the City.
- D. **RESTRICTION ON ADVERTISING:** City covenants that its sign structure will not be used for advertisements of any of Menard's direct competitors or which would advertise or name a direct competitor, a product directly competitive with a product sold by Menard, or a contractor or other vendor utilizing products not sold by Menard. The term "direct competitor" shall include but not be limited to any business that specializes in home improvements, garden center, or home center business, including for example Home Depot, Lowe's, Ace Hardware, Fleet/Farm, 84 Lumber or Sears. City also covenants that its advertisements will not be offensive or in any way harmful to the reputation of Menard, as determined by Menard at its sole discretion, which includes without limitation any advertisement relating to the sale or cultivation of marijuana or its derivatives. If City intends to sell advertising on the sign structure which may in any way violate the foregoing covenants, City must first obtain Menard's written approval for said advertisement, which approval shall be granted or withheld at Menard's sole discretion. City shall agree to keep

all advertising copy in good condition and will promptly repair any copy damage at its sole expense.

ARTICLE III. MISCELLANEOUS

- A. **BREACH SHALL NOT PERMIT TERMINATION:** Breach of this Agreement will not entitle any Party to cancel, rescind or otherwise terminate this Agreement. This limitation shall not affect, in any manner, any other right or remedies, which the Parties may have hereunder by reason of any breach of this Agreement.
- B. **CAPTIONS:** The captions of the Articles and paragraphs of this Agreement are for convenience only and will not be considered nor referred to in resolving questions of interpretation and construction.
- C. **BENEFITS:** Each and every provision of this Agreement to be performed by the Parties (whether affirmative or negative in nature) is intended to bind each and every Party, and their successors and assigns, and will inure to the benefit of all Parties and their respective successors in title or interest. Each and all of the covenants herein will run with and against the Parcel and will bind each and every other person having any fee, leasehold or other interest in any part of any Parcel derived through the Parties to the extent that such part of a Parcel is affected or bound by the covenants in question.
- D. **GOVERNING LAWS:** This Agreement shall be construed in accordance with the laws of the State of Illinois and any applicable federal laws and regulations.
- E. **INDEMNIFICATION:** To the extent permitted by law, each Party hereto covenants and agrees to indemnify, defend and hold each other Party harmless against any claims, demands, losses, damages, liabilities and expenses and any suits, actions and judgments, including, but not limited to, costs and reasonable attorney fees, in connection with or arising from or as a result of the death of or injury to any person or loss of or damage to the property of any person which shall occur on and from such Party's use of the rights and privileges granted hereunder, except to the extent such claims are caused by the negligence or the willful act or omission of another Party hereto, or its successor or assigns, or agents or employees thereof. Each Party shall give prompt and timely notice to each other party of any claim, suit, or action commenced which may require indemnification under this Agreement.
- F. **REMEDIES:** In the event of any violation or threatened violation by a Party of any of the terms, restrictions, covenants and conditions of this Agreement, the other Party or Parties have the right to enjoin such violation or threatened violation, or to seek any other remedy as allowed by law, in a court of competent jurisdiction. Prior to the commencement of any such action, except in an emergency, at least seven (7) calendar days' written notice of such violation must be given to the Party responsible for such violation or threatened violation. Notwithstanding the foregoing, should the City fail to maintain their Sign in the

manner outlined herein, Menard may, after giving 10-day written notice, perform such maintenance and invoice the City for the costs it incurs.

- G. **PARTNERSHIP:** Nothing contained in this Agreement nor any acts of the Parties is deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties.
- H. **NOT A PUBLIC DEDICATION:** Nothing herein contained is deemed to be a gift or dedication of any portion of the Menard Parcel to the general public for any public purpose whatsoever, it being the intention of the Parties that this Agreement must be strictly limited to and for the purposes herein expressed.
- I. **RELEASE:** If any Party sells, transfers or assigns its Parcel or its interest therein, it is, except as provided in this Agreement, released from its future obligations hereunder. It is a condition precedent to the release and discharge of any grantor or assignor Party that such grantor or assignor shall give notice to the Operator of any such sale, transfer, conveyance or assignment concurrently with or immediately following the filing for record of the instrument effecting the same; however, if no Operator then exists, notice shall be given to other Parties to this Agreement of any such sale, transfer, conveyance or assignment concurrently with or immediately following the filing for record of the instrument effecting the same. The granting or assigning Party will remain responsible for any amounts owing or any other obligation which shall have accrued prior to such sale, transfer, conveyance or assignment.
- J. **SEVERABILITY:** If any term, provision or condition contained in this Agreement is to any extent invalid or unenforceable, the remainder of this Agreement (or the applicable portion of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) is not affected thereby, and each term, provision and condition of this Agreement is valid and enforceable to the fullest extent permitted by law.
- K. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.
- L. **AMENDMENT:** This Agreement may be amended or modified only by recording in the Office of the Recorder of Deeds for Will County, Illinois, a document executed by the Parties.
- M. **NOTICES:** All notices, elections and other communications between Grantor and Grantee shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally, at the following addresses, or at such other addresses as Grantor or Grantee may, by written notice, designate:

If to Grantor

Menard, Inc.
Attn: Properties Division

5101 Menard Drive
Eau Claire, WI 54703

If to Grantee

City Clerk
The City of Crest Hill
1610 Plainfield Road
Crest Hill, Illinois 60403

With a copy to:

Christian Spesia
Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435

Notices shall be deemed received on the fourth (4th) business day following deposit in the United States Mail, if given by certified mail as aforesaid, and upon receipt or refusal, if personally delivered.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the party hereto has executed this instrument.

CITY OF CREST HILL

By: _____
Raymond R. Soliman
Its: Mayor

Attest:

By: _____
Christine Vershay-Hall
Its: City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Raymond R. Soliman and Christine Vershay-Hall, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Mayor and Clerk of the City of Crest Hill, respectively, acknowledged to me that they signed said instrument as their free and voluntary act and as the free and voluntary act of said City for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2022.

Notary Public

My Commission Expires: _____

(SEAL)

EXHIBIT A
MENARD PARCEL

LOT 1 IN WEBER FARM CROSSINGS OF CREST HILL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 29, IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2005 AS DOCUMENT NO. R2005-166985, IN WILL COUNTY ILLINOIS.

P.L.N. 04-29-305-00;
17317 S. WIEBER ROAD
EAST HRL. IL



EXHIBIT C SIGN DEPICTION



(1) D/F FULL COLOR ELECTRONIC MESSAGE CENTER MONUMENT W/ REVERSE-LIT CHANNEL LETTERS

- Watchfire 16mm EMC
- Cabinet Dimensions: 8'-0" h x 16'-0" w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages - No animation

(1) Power Needs T.B.D.

U.L. ELECTRICAL #E154882

- **BACK-LIT Letters** Internally Illuminated with WHITE LEDs
- Backed with CLEAR Lexan
- Swoosh painted Green Vireo (MP13552) & Letters painted Puget Sound Blue (MP11584) w/ 4" Returns
- Reverse Channel Letters mounted with 1 1/2" stand-offs

SQUARE FOOTAGE: 128
STONE BY OTHERS

PHOTO RENDER IS FOR LAYOUT AND LOCATION ONLY. ARTWORK IS NOT TO SCALE.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

EXPRESS SIGNS & LIGHTING MAINTENANCE PHONE: 815.725.9060 FAX: 815.725.7543 EMAIL: SIGNS@EXPRESSSIGNS.COM ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60464
CUSTOMER: BRT Outdoor PROJECT ADDRESS: Crest Hill, IL PROJECT: EMC Monument PROOF NO#: 022-143 DESIGNER: SS DATE: 07/01/22 SCALE: 1/4" = 1' REVISION:
NOTES: THIS DRAWING IS THE PROPERTY OF EXPRESS SIGNS AND IS TO ONLY BE USED IN CONNECTION WITH WORK PERFORMED BY EXPRESS SIGNS. THIS DRAWING IS NOT TO BE REPRODUCED, COPIED OR EXHIBITED IN ANY MANNER WITHOUT WRITTEN CONSENT FROM EXPRESS SIGNS. CHARGES UP TO \$2,500 WILL BE ASSESSED FOR ANY MIS-USE.
SIGN TYPE: A1.2
APPROVED BY:
DATE APPROVED:
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