

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING AND APPROVING  
A GRANT OF WELL SITE EASEMENT  
(Menard, Inc. Well Site)**

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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 Grant of Well Site Easement from Menard, Inc. attached hereto and incorporated herein as **Exhibit A** granting a well site easement located on vacant lands east of the Menard's Store in the City of Crest Hill in exchange for the payment of a \$5,000.00 administrative fee to Menard, Inc.; and

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 Grant of Well Site Easement attached hereto is hereby accepted and approved and the payment of \$5,000.00 is hereby authorized. All necessary signatures and approvals on the Grant of Well Site Easement 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or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.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 \_\_\_\_\_, 2022.

	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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

**EXHIBIT A**

**GRANT OF WELL SITE EASEMENT**

State of Illinois  
County of Will

*Prepared by:*  
Christian G. Spesia  
Spesia & Taylor  
1415 Black Road  
Joliet, Illinois 60435

*Return to:*  
City Administrator  
City of Crest Hill  
1610 Plainfield Road  
Crest Hill, Illinois 60403

Grantor: Menard, Inc.  
Address: Vacant Lands West of 17441 S. Weber Road, Crest Hill, Illinois 60403  
PIN: 04-29-301-008

### **GRANT OF WELL SITE EASEMENT**

The undersigned, **MENARD, INC.** (hereinafter referred to as "Grantor"), being the owner of the real estate legally described as the Serviant Parcel on **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as the "Subject Property"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the **CITY OF CREST HILL**, an Illinois Municipal Corporation, having its office at 1610 Plainfield Road, Crest Hill, Illinois 60403 (hereinafter referred to as "Grantee"), its successors and assigns, the right, privilege, permanent and exclusive easement in and to, above and below, the surface of the following described property of Grantor in the City of Crest Hill, County of Will, State of Illinois, said permanent and exclusive easement being legally described and depicted as the Easement Parcel on **Exhibit A** (the "Easement Area") for the exclusive use and occupancy thereof for the purpose of drilling, constructing, erecting, operating, maintaining, protecting, altering, repairing, abandoning, replacing and removing, a public water well (for the purpose of drawing water from beneath the Subject Property), such well to be drilled to any depth that Grantee may from time to time elect, and such pumps, well head, valves, bollards, regulators, fittings, water mains, electric lines and equipment, equipment enclosure building, generator, security equipment, poles, facilities, structures and driveway for access thereto, and all other appurtenances, equipment, rights and benefits used, useful or convenient in connection therewith, together with the rights of ingress and egress over and across the Easement Area at convenient points for the enjoyment of the uses, rights and privileges referenced herein.

1. The Grantee hereby acknowledges that there is an existing Storm Water Detention, Drainage and Utility Easement (the "Existing Easement"), that encumbers the Subject Property which has been vacated from the Easement Area for utility purposes. This Grant of Well Site Easement shall be subject to the Existing Easement and in no way materially limit, alter, or impair the drainage and detention facilities located on the Subject Property.
2. Grantee shall have the right but not the obligation to gravel the surface of the Easement Area and to fence and enclose the Easement Area within a single fence or to fence any of the facilities installed thereon in separate enclosures.
3. Grantee shall have the right to clear, and keep cleared, all trees, undergrowth and other obstructions from the Easement Area. Grantee shall maintain the Easement Area including maintenance of the drainage and detention facilities located within the Easement Area and the mowing of the drainage and detention facilities located outside of the Easement so that the facilities have a uniform and slightly appearance. Grantor shall remain responsible for maintenance of the Subject Property including maintenance of the drainage and detention facilities located on the Subject Property outside of the Easement Area.
4. Grantee shall indemnify, defend, save, and hold harmless Grantor and Grantor's heirs, devisees, successors, and assigns from and against all liabilities, claims, suits, fines, penalties, damages, losses, charges, costs, expenses, and attorneys' fees which may be imposed upon, incurred by, or asserted against Grantor or any of Grantor's successors and assigns by reason of any of the following:
  - a. Any work or thing done or to be done in, on, or about the Easement Area by Grantee or any of Grantee's contractors, agents, employees, licensees, or invitees.
  - b. Any act or omission on the part of Grantee or any of Grantee's contractors, agents, employees, licensees, or invitees.
  - c. Any accident, injury (including death), or damage to any person or property occurring in, on, or about the Easement Area or adjoining land of the Grantor caused by Grantee, its contractors, agents, servants, employees, licensees or invitees.
  - d. Any failure of Grantee or Grantee's contractors, agents, servants, employees, licensees, or invitees to comply with any of the terms or conditions contained in this Grant of Well Site Easement.

Notwithstanding the foregoing, the indemnification provisions herein are not intended to cover claims, suits, liabilities, penalties, damages, losses, charges, costs, expenses and attorney's fees resulting from the Grantor's or Grantor's agents, invitees, heirs, devisees, personal representatives, successors and assigns (hereinafter the "Grantor Parties") negligent or willful and wanton conduct, nor shall

the indemnification provisions apply to disputes resulting from Grantor Parties' breach of this Grant of Well Site Easement. Notwithstanding the foregoing, Grantor shall not be liable for any contamination or pollution of the Well Site that occurs as a result of the use of the Easement Area or adjacent property as drainage and detention facilities.

5. This Grant of Well Site Easement shall become effective on the first date that it has been signed by representatives of both the Grantor and the Grantee and shall continue in perpetuity unless released in writing by the Grantee.
6. This Grant of Well Site Easement is made under and by virtue of the laws of the State of Illinois and shall be construed, interpreted, and applied pursuant thereto without the application of any conflicts of laws principles.
7. Grantor hereby knowingly, intentionally, and voluntarily submits, to the fullest extent permitted by law, to the personal and subject-matter jurisdiction of the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois.
8. In the event of any litigation between Grantor and Grantee related to this instrument, Grantor and Grantee shall each be responsible for their own attorney's fees and costs of suit.
9. 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
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If to Grantee	City Clerk The City of Crest Hill 1610 Plainfield Road Crest Hill, Illinois 60403
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With a copy to:	Christian Spesia Spesia & Taylor 1415 Black Road Joliet, Illinois 60435
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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.

10. This Grant of Well Site Easement is and shall constitute a covenant which runs with the land and the terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors, transferees and assigns.
11. If any part, term or provision of this Grant of Well Site Easement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over said Easement Area, held to be illegal, void, or unenforceable, or to be in conflict with the laws of the State of Illinois, the validity of the remaining provisions or portions hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Grant of Well Site Easement did not contain the particular part, term, or provision to be held invalid.
12. This Grant of Well Site Easement together with the exhibits incorporated herein by reference, if any, embodies the whole agreement of the parties. There are no other promises, terms, conditions, or obligations other than those contained herein.
13. The parties hereby represent that they have authority to enter into this Grant of Well Site Easement and bind their respective interests.

IN WITNESS WHEREOF, Grantor has executed this Grant of Well Site Easement on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

GRANTOR:

**MENARD, INC.**

\_\_\_\_\_

By: Theron J. Berg

Its: Real Estate Manager

STATE OF WISCONSIN            )  
  ) SS  
COUNTY OF EAU CLAIRE        )

**ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public in and for said County and State, does hereby certify that Theron J. Berg, the Real Estate Manager of Menard, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Menard, Inc., for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_, 20\_\_\_\_

Accepted by the City of Crest Hill this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**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**

### **Legal Description/Plat of Easement**

# PLAT OF EASEMENT (WATER WELL)

P.I.N. 04-29-301-008  
COMMON ADDRESS: VACANT LANDS WEST OF  
17441 S WEBER ROAD  
CREST HILL, IL 60403

## SERVANT PARCEL:

LOT 20 IN WEBER FARM CROSSINGS OF CREST HILL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2005, AS DOCUMENT NUMBER R2005166985, AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 7, 2005, IN WILL COUNTY, ILLINOIS.

## EASEMENT PARCEL:

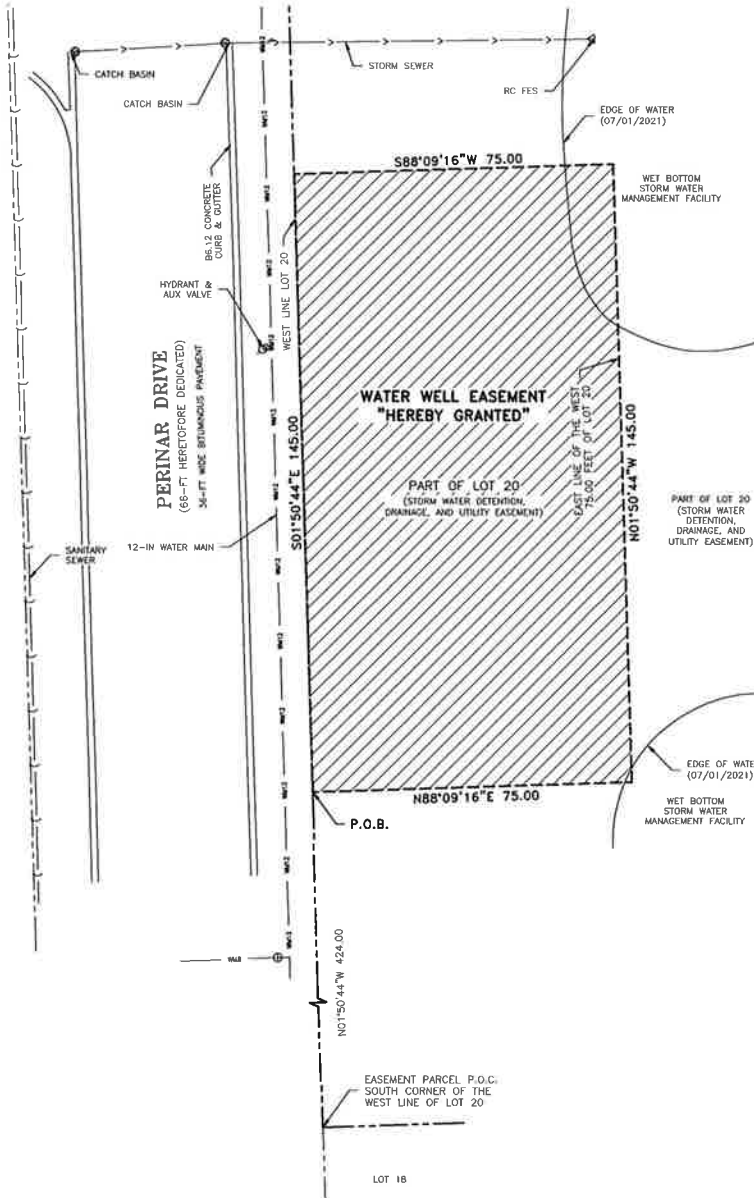
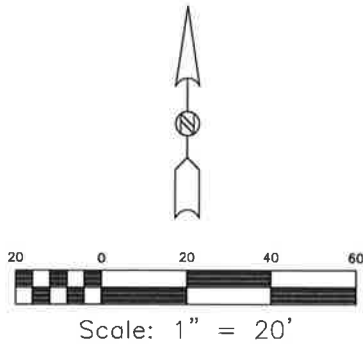
THAT PART OF THE WEST 75.00 FEET LOT 20 IN WEBER FARM CROSSINGS OF CREST HILL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2005, AS DOCUMENT NUMBER R2005166985, AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 7, 2005, AS DOCUMENT NUMBER R2005195649, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH CORNER OF THE WEST LINE OF SAID LOT 20, THENCE NORTH 01 DEGREES 50 MINUTES 44 SECONDS WEST ALONG SAID WEST LINE, 424.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 09 MINUTES 16 SECONDS EAST 75.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 75.00 FEET OF AFORESAID LOT 20; THENCE NORTH 01 DEGREES 50 MINUTES 44 SECONDS WEST ALONG SAID EAST LINE, 145.00 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 16 SECONDS WEST 75.00 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 20; THENCE SOUTH 01 DEGREES 50 MINUTES 44 SECONDS EAST ALONG SAID WEST LINE, 145.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

## NOTES:

1. THIS PROFESSIONAL SERVICE DOESN'T CONSTITUTE A BOUNDARY SURVEY.
2. GEOTECH INCORPORATED IS PROFESSIONAL DESIGN FIRM NUMBER 184-000185.
3. FOR A SURVEY TO BE CONSIDERED TO BE AN ORIGINAL IT MUST BE SIGNED AND HAVE EITHER AN EMBOSSED SEAL OR A RUBBER STAMP SEAL IN THE COLOR RED OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR.
4. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
5. THE BASIS OF BEARING FOR THE PLAT AND SURVEY, SHOWN HEREON, IS THE STATE PLANE OF ILLINOIS, ZONE EAST (NAD83 (2011)), BASED ON GNSS OBSERVATIONS UTILIZING THE TRIMBLE NOW VRS NETWORK.
6. EXISTING IMPROVEMENTS, SHOWN HEREON, ARE BASED ON FIELD CONDITIONS OBSERVED ON JULY 1, 2021.

## EASEMENT PROVISIONS

(TO BE PROVIDED BY CITY)



STATE OF WISCONSIN )  
COUNTY OF EAU CLAIRE)SS

THIS IS TO CERTIFY THAT MENARD INC. IS THE HOLDER OF RECORD TITLE TO THE PROPERTY DESCRIBED HEREON, AND HAS CAUSED THE SAME TO BE SURVEYED AND ACCEPTED, AS SHOWN BY THIS PLAT OF EASEMENT FOR THE USES AND PURPOSES HEREIN SET FORTH AND THAT SAID MENARD INC. HEREBY ACKNOWLEDGES AND ADOPTS THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 A.D.

MENARD INC.  
4777 MENARD DRIVE  
EAU CLAIRE, WI 54703

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF WISCONSIN )  
COUNTY OF EAU CLAIRE)SS

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ AND \_\_\_\_\_ AS \_\_\_\_\_ AND \_\_\_\_\_ RESPECTIVELY, OF MENARD INC., PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, AS OFFICERS OF MENARD INC. FOR THE USES AND PURPOSES SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, A.D.

NOTARY PUBLIC

STATE OF ILLINOIS )  
COUNTY OF WILL )SS

I, CHRISTOPHER M. PAPESE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT OF EASEMENT OVER THE ABOVE CAPTIONED LANDS AND THAT THIS IS A CORRECT REPRESENTATION THEREOF, DATED AT CREST HILL, ILLINOIS THIS 20th DAY OF July, 2021, A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3369  
LICENSE EXPIRATION DATE: 11/30/2020

REVISED 07/20/2021 CMT ADDED FIELDWORK DATE

**GEOTECH INC.**  
CONSULTING ENGINEERS - LAND SURVEYORS

1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

PROJECT: CITY OF CREST HILL FIELD BOOK #: V-38-10 PG 18

DRAWN BY: CMT DATE: 7/14/21 SCALE: 1"=20' JOB NO. 21038

COMPARE THIS PLAT WITH YOUR RECORDS AND IMMEDIATELY REPORT ANY DISCREPANCIES