

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