



## CITY OF WASHINGTON, ILLINOIS City Council Agenda Communication

**Meeting Date:** November 4, 2024

**Prepared By:** Jon Oliphant, AICP, Planning & Development Director

**Agenda Item:** Resolution – Grace Bible Church Entrance Sign Easement Execution

**Explanation:** The City Council approved an easement in 2006 to allow for the eventual placement of a City entrance sign near the intersection of S. Main Street and E. Guth Road. The easement allows for an 8'x24' area at the southwest corner of the Grace Bible Church property for the sign to be located. Recently, a trustee with the church informed staff that the legal description that was part of the resolution was incorrect and identified the easement as being at the southwest corner of the adjacent property to the east, which is also owned by Grace Bible Church and contains the majority of their parking.

Attached is an easement that includes a revised legal description to depict the actual allowable location for the sign. Aside from the legal description change, there are no substantive changes to the easement resolution.

**Fiscal Impact:** The City would not financially compensate Grace Bible Church for the granting of the easement and it would not impact the whereabouts of the existing sign.

**Action Requested:** Staff recommends approval of the resolution to formally accept the attached sign easement at the November 4 City Council meeting.

---

## EASEMENT TO THE CITY OF WASHINGTON

---

THIS INDENTURE WITNESSETH:

That, GRANTOR herein, **GRACE BIBLE CHURCH OF WASHINGTON, a corporation under the Illinois Religious Corporation Act**, of the City of Washington, in the County of Tazewell, and State of Illinois, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, and of the mutual conditions and agreements herein contained, and in further consideration of the benefits to be derived from the construction and maintenance of a City entrance sign at the location hereinafter specified, which benefits are hereby acknowledged and recognized, DOES HEREBY GIVE, GRANT, AND CONVEY to the GRANTEE, **CITY OF WASHINGTON** of the County of Tazewell and State of Illinois, the following temporary and perpetual easements in, upon, under, across and through the real estate hereinafter set forth on Exhibit "A" attached hereto, and by reference expressly made a part hereof, of which Grantor is the fee owner.

### RECITALS

**WHEREAS**, the GRANTEE desires to construct, erect, install, affix and maintain a City of Washington sign and a concrete pad (hereinafter referred to as the "Sign") at the location more particularly described in Exhibit "A" attached hereto and by reference expressly made a part hereof on the property of GRANTOR; and

**WHEREAS**, the Sign will consist of a Welcome to Washington sign secured to a concrete pad having a depth of four inches (4"), a width of four feet (4') and a length of twelve feet (12'); and

**WHEREAS**, all necessary approval, authority, and directions have been obtained and secured by GRANTOR, as required by the Religious Corporation Act (805 ILCS 110/0.01 *et. seq*); and

**WHEREAS**, the GRANTOR and the GRANTEE will be benefited by the corporation evidenced by the agreements between the parties hereto;

**NOW, THEREOFRE, IT IS AGREED** between the parties as follows:

(A) GRANTOR shall allow the GRANTEE to enter upon the premises herein described to construct, erect, install, and affix the Sign at such location on the property of GRANTOR as is identified in Exhibit "A" which is by reference expressly made a part hereof, which Sign shall consist of:

- (1) a Welcome to Washington sign; and
- (2) a concrete pad having a depth of four inches (4"), a width of four feet (4') and a length of twelve feet (12').

(B) GRANTOR grants to GRANTEE a temporary easement, privilege, right, permission, and authority to enter upon the premises hereinafter described for the purpose of constructing the Sign as above described, generally described as follows, and depicted on the diagram attached hereto as Exhibit "B" and by reference expressly made a part hereof:

A strip of land located between the driveway of the property on the north and the southernmost property line on the South, and between the westernmost wall of the Church building on the east and the property line of the premises on the west.

(C) GRANTOR hereby grants to GRANTEE a perpetual easement, privilege, right, permission, and authority to enter upon the premises hereinafter described to construct, reconstruct, repair, maintain and replace the Sign and the concrete pad, and to plant and place landscaping and plantings around the Sign and the pad, in its discretion and as it may deem necessary, generally described in Exhibit "A" attached hereto and by reference expressly made a part hereof, and depicted on the diagram attached hereto as Exhibit "B" and by reference expressly made a part hereof:

The above grants and easements are made upon the following terms, conditions, and limitations:

- (1) GRANTEE herein agrees that in constructing said Sign and concrete pad it will cause any excavation by it made to be filled so as to restore the surface of the land to a condition as near as practicable to its present state.
- (2) GRANTEE agrees that in the location, construction, and installation of the Sign, the Sign will not obstruct or interfere with the view of GRANTOR's existing front yard ground sign from Main Street. The GRANTOR and GRANTEE shall mutually agree upon the location of the Sign so as to prevent any such obstruction or interference.
- (3) GRANTOR shall have the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by GRANTEE of the rights granted in this Easement. GRANTOR shall not construct or permit to be constructed any house, structure, landscaping, or other obstruction on or over or that will interfere with the construction, maintenance, or replacement of the Sign. GRANTEE in the construction, reconstruction, and maintenance of the Sign shall re-grade and re-seed the premises in an effort to return the grade and grass vegetation to its original condition, as nearly as practicable.

- (4) GRANTEE will have the right to display and maintain temporary banners for special community events (i.e. Good Neighbor Days) above and behind the Sign and concrete pad.
- (5) GRANTEE will indemnify, save, and hold harmless the GRANTOR from any loss, damage or expense constituting a legal liability which GRANTOR may suffer, incur or sustain or for which GRANTOR may become liable growing out of any injury to persons or to real or personal property caused by any of the work performed under this grant and easement. GRANTEE agrees to indemnify and save GRANTOR harmless from any and all costs and expenses incurred in connection with any such action or proceeding brought thereon, and to assume the defense of any such action or proceedings brought thereon.
- (6) The parties specifically agree that the GRANTEE shall not be deemed to have waived its right to this easement by reason of the GRANTEE's failure to use said easement for the Sign, or for any other purpose, for any period of time, except as hereinafter provided.
- (7) The parties hereto will take such other steps and execute such other documents as shall be necessary or advisable to accomplish the intent of this Easement.
- (8) Should the GRANTEE at any time abandon the use of the land or any part of it, or fail at any time to use it for or in connection with the Sign for a continuous period of twelve (12) months, the rights herein granted shall cease to the extent of the use so abandoned or discontinued, and the GRANTOR shall at once have the right, in addition to, but not in qualification of, the rights reserved, to resume exclusive possession of the land, or the part where the use is discontinued or abandoned.
- (9) This indenture granting an easement together with all the covenants herein contained shall run with the land and shall be binding upon the successors, grantees, heirs, executors, administrators, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said GRANTOR has executed this Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

GRACE BIBLE CHURCH OF WASHINGTON,  
a corporation under the Illinois Religious  
Corporation Act

By \_\_\_\_\_  
Jeff Russell, Chairman

By \_\_\_\_\_  
Dan Beutel

By \_\_\_\_\_  
Eric Glaser

All of its Trustees

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF TAZEWELL        )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid,  
DO HEREBY CERTIFY that Jeff Russell, Dan Beutel, and Eric Glaser, personally known to me to be the  
Trustees of Grace Bible Church of Washington, and personally known to me to be the persons whose  
names are subscribed to the foregoing instrument as such Trustees, appeared before me this day in person  
and acknowledged that they signed, sealed, and delivered the foregoing instrument as such Trustees, and  
as the free and voluntary act of the Trustees of Grace Bible Church of Washington for the uses and  
purposes therein set forth; and on their oath stated that they were duly authorized to execute said  
instrument.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

**GRANTEE:**

City of Washington, Illinois

By: \_\_\_\_\_  
Gary W. Manier, Mayor

Attest:

By: \_\_\_\_\_  
Valeri L. Brod, City Clerk

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF TAZEWELL        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Gary W. Manier and Valeri L. Brod, personally known to me to be the Mayor and the City Clerk, respectively, of the City of Washington, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the foregoing instrument as such Mayor and City Clerk, and as the free and voluntary act of the City of Washington, Illinois, for the uses and purposes therein set forth; and on their oath stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

## EXHIBIT "A"

### LEGAL DESCRIPTION

A part of Lot 12A, 12B, 12C, and 12D of the Southwest Quarter (SW ¼) of Section 24, Township 26 North, Range 3 West of the Third Principal Meridian, and more specifically described as follows:

An eight foot (8') by twenty-four foot (24') strip of land lying south of the driveway on the property and being described as: beginning at the Southwest corner of the Tract above described, thence North along the West line of the Tract a distance of eight feet (8') to a point on the West line of the Tract; thence East parallel to the South line of the Tract a distance of twenty-four feet (24') to a point; thence South parallel to the West line of the Tract a distance of eight feet (8') to a point on the South line of the Tract; thence West along the South line of the Tract a distance of twenty-four feet (24') to the point of beginning.

PIN: Part of 02-02-24-303-011




Commonly known as: 1109 S. Main Street, Washington, Illinois 61571



# Exhibit B

PIN: 02-02-24-303-011  
Easement is 8' x 24' area

## Legend

-  Sign Easement
-  Parcels
-  City Boundary



Date: 10/24/2024

*This map indicates approximate data locations and may not be 100% accurate. Parcels are provided and maintained by Tazewell County.*

