

ORDINANCE NO. 4516

ORDINANCE APPROVING AND AUTHORIZING THE EASEMENT
AGREEMENT BETWEEN THE CITY OF MORRIS AND ROSEROCK HOLDINGS,
LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

WHEREAS, the City of Morris has considered the terms and conditions of an Easement Agreement with Roserock Holdings, LLC, an Oklahoma Limited Liability Company;

WHEREAS, the Morris City Council has determined that it is reasonable, necessary and in the best interests of the City of Morris to approve and execute the attached Easement Agreement with Roserock Holdings, LLC, an Oklahoma Limited Liability Company, marked as **Exhibit A** and attached hereto and incorporated herein;

WHEREAS, the City of Morris is authorized to enter into said Easement Agreement pursuant to Section 11-109-1, 11-110-1, and 11-139-1 of the Illinois Municipal Code (65 ILCS 5/11-109-1, 65 ILCS 5/11-110-1 *et seq.*, 65 ILCS 5/11-139-1 *et seq.*);

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MORRIS, GRUNDY COUNTY, ILLINOIS, AS FOLLOWS:

1. That the Easement Agreement with Roserock Holdings, LLC, an Oklahoma Limited Liability Company, attached hereto and incorporated herein is hereby approved and ratified in all respects.

2. That the Mayor and City Clerk of the City of Morris are hereby authorized and directed to execute and attest, respectively, said attached Easement Agreement

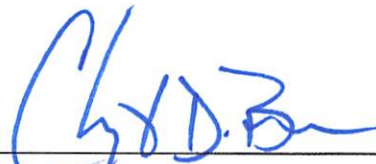
marked as **Exhibit A**, and to execute such further documents as may be deemed reasonable and/or necessary to carry out the intent and purposes of this Ordinance and said Easement Agreement.

3. This Ordinance shall be effective from and following its passage and approval as required by law.

4. Any Ordinances inconsistent with the terms and provisions hereof are hereby repealed and revoked to the extent of any such inconsistency.

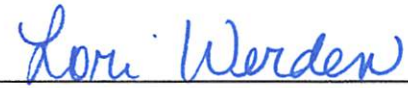
PASSED AND APPROVED this 4th day of April, 2022.

Ayes	<u>8</u>
Nays	<u>0</u>
Pass	<u>0</u>
Absent	<u>0</u>


CHRISTOPHER D. BROWN, Mayor

(SEAL)

ATTEST:


LORI WERDEN, City Clerk



**EASEMENT AGREEMENT
GRUNDY COUNTY, ILLINOIS**

**PREPARED BY &
RETURN TO:**

Christopher M. Dearth
Wheeler and Dearth Law Firm
305 E. North Street
Morris, IL 60450

RECORDER'S STAMP

THIS EASEMENT AGREEMENT is made and entered into this 4th day of April, 2022, by and between ROSE ROCK HOLDINGS, LLC, an Oklahoma Limited Liability Company, (hereinafter referred to as "GRANTORS") and CITY OF MORRIS, a Municipal Corporation (hereinafter referred to as "MORRIS");

WHEREAS, GRANTORS are the owners of a certain parcel of real property in Grundy County, Illinois, which is set forth and legally described on **Exhibit A** (PLAT OF EASEMENT) which is attached hereto and incorporated herein and referred to as the "EASEMENT PROPERTY";

WHEREAS, MORRIS desires to construct underground water, sanitary sewer, and/or storm sewer lines and appurtenances thereto (hereinafter referred to as "IMPROVEMENTS") on, under, along and upon the EASEMENT PROPERTY;

WHEREAS, after MORRIS has completed the construction of said IMPROVEMENTS, and the same have been placed in service by MORRIS, said IMPROVEMENTS shall be deemed and remain the property of MORRIS;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS INCORPORATED BY REFERENCE:** The provisions of the above recitals are hereby incorporated by reference as if they had been set forth in the text of this Easement Agreement.

2. **GRANT OF PERMANENT EASEMENT:** Subject to the terms of this agreement and to all matters and conditions of record, GRANTORS hereby grant, give and convey to MORRIS, its successors and assigns a permanent and perpetual non-exclusive public utility easement for the purpose of laying, installing, constructing, maintaining, repairing, replacing or removing underground IMPROVEMENTS and appurtenances thereto, on, under, along and upon the EASEMENT PROPERTY, together with the right, permission and authority to enter upon such portions of the EASEMENT PROPERTY as may be reasonably necessary for the purpose of installing, constructing, maintaining, repairing, replacing or removing said IMPROVEMENTS and exercising the rights and performing the obligations set forth herein in accordance with the terms of this agreement and in compliance with all

applicable laws. All IMPROVEMENTS constructed shall be and remain the property of MORRIS. Said permanent and perpetual public utility easement is set forth on the PLAT OF EASEMENT which is attached hereto as **Exhibit A** which is attached hereto and incorporated herein.

3. **TEMPORARY CONSTRUCTION EASEMENT:** GRANTORS also hereby grant, give and convey to MORRIS, its successors and assigns a Temporary Construction Easement for purposes incidental to the construction of underground improvements and appurtenances thereto. Said Temporary Construction Easement is set forth on the PLAT OF EASEMENT which is attached hereto as **Exhibit A** and legally described on the same. The right to use said Temporary Construction Easement shall cease and be terminated at such time as the construction of the above referenced improvements and facilities are completed.

4. **TEMPORARY ACCESS:** Upon the request of GRANTORS, MORRIS agrees to provide GRANTORS, their agents, lessees, successors or assigns with temporary access across the EASEMENT PROPERTY during the course of any construction which affects the EASEMENT PROPERTY. GRANTORS may request said temporary access either through the Morris City Clerk or through the Morris City Engineer. Said temporary access shall be constructed and provided to GRANTORS by MORRIS within a reasonable period of time following any such request.

5. **DEPTH OF IMPROVEMENTS:** All lines, pipes, water mains, sewer mains or other underground improvements shall be installed a minimum of 4.50 feet below existing grade. Manholes, lift stations or other related improvements may be installed at specific locations as may be recommended by the City Engineer.

6. **COVENANTS OF GRANTORS:** GRANTORS covenant and agree that no buildings or structures shall be erected or constructed on the EASEMENT PROPERTY without the written consent of MORRIS, and except for grading that may be required by MORRIS, the present grade or ground level of the EASEMENT PROPERTY shall not be changed by excavation or filling by more than one foot (1') from existing levels without the written consent of MORRIS. Subject to the provisions of this Easement Agreement, after completion of construction and installation of said IMPROVEMENTS, GRANTORS shall be permitted the use of the EASEMENT PROPERTY, including but not limited to farming thereon, at no cost to the GRANTORS.

7. **COVENANTS OF MORRIS:** MORRIS covenants and agrees to restore, at its sole cost and expense, the EASEMENT PROPERTY and all adjacent areas affected by any work on the EASEMENT PROPERTY to their original condition immediately preceding the commencement of the work in accordance with the terms of this agreement. Prior to the construction and installation of said IMPROVEMENTS, MORRIS shall strip and separate the top soil and black dirt and stock pile said soil separately from the underlying ground. After said IMPROVEMENTS are completed and installed, MORRIS shall backfill with a product or products recommended by the City Engineers, and shall then replace the top soil in such a manner as to ensure that gravel, sand, backfill or other products are not mixed with the black dirt and top soil. Final elevation and grade shall be the same as that which existed prior to construction. MORRIS shall not permit any lien to stand against the EASEMENT PROPERTY or any IMPROVEMENTS thereon for any labor or materials in connection with the construction of said IMPROVEMENTS.

8. **OPERATION AND MAINTENANCE:** It is expressly understood and agreed by the parties hereto that from and following the initial construction, all costs and expenses associated with the operation, maintenance, repair and replacement of the IMPROVEMENTS shall be the sole responsibility of MORRIS. Upon completion of any work on the EASEMENT PROPERTY, MORRIS shall restore the premises to the same conditions existing immediately prior to the work at the sole cost and expense of MORRIS.

9. **RELEASE OF CLAIMS/INDEMNIFICATION:** MORRIS shall indemnify, defend and hold GRANTORS harmless from any loss, cause, damage or expense that may be sustained in

connection with or arising from the construction of said IMPROVEMENTS on the EASEMENT PROPERTY. MORRIS hereby releases GRANTORS from any and all liability, loss, claims, demands, liens, damages, penalty, fines, interests, costs, expenses and for damage that may arise from the construction project on the EASEMENT PROPERTY by MORRIS.

10. **NOTICES:** All notices and other communications given pursuant to this agreement shall be in writing and shall be deemed properly served either by personal service or by U.S. Certified Mail, return receipt requested, postage prepaid, as follows:

To GRANTOR: ROSE ROCK HOLDINGS, LLC
10601 N. Pennsylvania Ave.
Oklahoma City, OK 73120

To MORRIS: Morris City Clerk
Morris City Hall
700 N. Division Street
Morris, IL 60450

With a copy to: Christopher M. Dearth
Wheeler and Dearth Law Firm
305 E. North Street
Morris, IL 60450

Addressees and addresses may be changed by the parties by written notice given in accordance with the provisions hereof.

11. **INSURANCE:** Prior to construction, MORRIS shall obtain and deliver to GRANTORS Certificates of Insurance for policies of commercial liability, workmans' compensation and such other insurance coverage as may be deemed reasonable and appropriate, naming GRANTORS as an additional named insured. Such policies shall be issued by such companies and in such amounts as are recommended by the City Engineer.

12. **COVENANT RUNNING WITH LAND:** All provisions of this agreement, including the benefits and burdens, shall hereafter be a covenant running with the land and shall be binding upon and shall inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of the EASEMENT PROPERTY.

13. **SUCCESSORS AND ASSIGNS:** The rights, benefits, duties and obligations contained herein, and the provisions hereof shall be binding upon and inure to the benefit of the GRANTORS, MORRIS and their respective legal representatives, heirs, successors and assigns.

14. **COMPLETE AGREEMENT:** This Easement Agreement fully sets for the terms and conditions by and between the parties hereto. There are no oral or other written agreements between GRANTORS and MORRIS that modify, alter or amend this agreement. Any amendment to this Easement Agreement shall be in writing, executed by all parties and shall be recorded with the Recorder of Deeds, Grundy County, Illinois, as a mandatory pre-requisite to the validity and effectiveness of any such amendment.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ROSEROCK HOLDINGS, LLC:

By:

Shane Wharton, Mgr / VP

ATTEST:

By:

Stanley C. Kelley
ROSEROCK HOLDINGS, LLC

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

CITY OF MORRIS, a Municipal Corporation,

By:

Christopher D. Brown
CHRISTOPHER D. BROWN, Mayor

ATTEST:

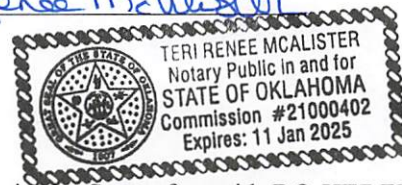
Lori Werden
LORI WERDEN, City Clerk

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Shane Wharton, as Manager / VP of Roserock Holdings, LLC, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of March, 2022.

Teri Renee McAlister
Notary Public

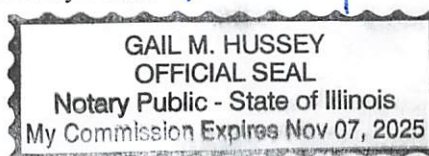
STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)



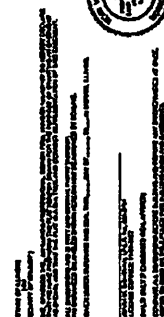
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHRISTOPHER D. BROWN personally known to me to be the Mayor of CITY OF MORRIS, a municipal corporation, and LORI WERDEN, personally known to me to be the City Clerk of said municipality, whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and City Clerk of said municipality and caused the corporate seal of said municipality to be affixed thereto, pursuant to authority given by the Mayor and City Council of said municipality, as their free and voluntary act, and as the free and voluntary act and deed of said municipality, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of April, 2022.

Gail M. Hussey
Notary Public



PLN:
02-24-220-010 (PART 09)
02-24-220-011 (PART 09)



Nonlinear Elasticities Unfolded
 A new method for measuring the nonlinear elastic properties of polymers has been developed by researchers at the University of California, San Diego. The method, which is based on the use of a laser interferometer, allows for the measurement of the nonlinear elastic properties of polymers in a single experiment. This is a significant improvement over previous methods, which required multiple experiments to measure the different nonlinear elastic properties of a polymer. The new method is also much faster and more accurate than previous methods. It has been used to measure the nonlinear elastic properties of a variety of polymers, including polyethylene, polypropylene, and polystyrene. The results of these measurements have shown that the nonlinear elastic properties of polymers are much more complex than previously thought. This new understanding of polymer nonlinearities will be useful in the design of new materials and in the development of new manufacturing processes.

**PROPERTY CONSTRUCTION EXEMPTED
PROPERTY GRANTED
TO THE CITY OF HONOLULU**

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Lot 1

Let's

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RECEIVED FOR THE
LIBRARY OF THE
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.