

2026 IL App (1st) 231215-U

No. 1-23-1215

Filed June 30, 2026

Third Division

NOTICE: This order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

HANSON AGGREGATES MIDWEST, INC.,	)	Appeal from the
a Kentucky Corporation, f/k/a Material Service	)	Circuit Court of
Corporation, a Delaware Corporation d/b/a Hanson	)	Cook County.
Material Service Corporation,	)	
	)	
Plaintiff and Counterdefendant-Appellant,	)	
	)	No. 16 CH 9007
v.	)	
	)	
THE VILLAGE OF LA GRANGE,	)	Honorable
	)	Neil H. Cohen,
Defendant and Counterplaintiff-Appellee.	)	Judge, Presiding.

PRESIDING JUSTICE MARTIN delivered the judgment of the court.
Justices Rochford and Reyes concur in the judgment.

ORDER

¶ 1 *Held:* We affirm the circuit court's determinations that (1) the Village holds an easement, (2) the parties did not agree to cap the amount of stormwater flowing through a drainage system, and (3) the quarry owner was not entitled to a permanent injunction to prevent the Village from modifying its stormwater management system.

¶ 2 Flooding after heavy rain has been a persistent problem in the Village of La Grange, Illinois (Village). This problem worsened in recent decades, as heavy rain occurred with increasing frequency. So, the Village looked to improve its stormwater management system. For a century,

the Village has directed stormwater eastward for half a mile across land known as the Federal Quarry (the quarry) through a below ground 54-inch diameter concrete pipe. It then flowed under railroad tracks and into the McCook Ditch, where it eventually empties into the Des Plaines River. To alleviate flooding, a 2015 plan called for modifications that would direct more water into the system after heavy rainfall.

¶ 3 However, the quarry owner, Hanson Aggregates Midwest, Inc. (Hanson), opposed the plan. Hanson's predecessor, Material Service Corporation (MSC), destroyed a large segment of the 54-inch pipe in 1992 while excavating material. Despite the severed pipe, water continues to reach the McCook Ditch. After spilling from the western remnant of the pipe, water collects in retention ponds. Hanson then pumps the water to the eastern remnant of the pipe, where it continues its course. If the Village were to implement its plan, Hanson believed, its retention ponds could not contain the increased amount of water after heavy rains.

¶ 4 Hanson sued the Village to permanently enjoin it from modifying its stormwater system as planned. The Village, in turn, sought a declaratory judgment recognizing an easement across the quarry. After a nine-day bench trial, the trial court issued a 40-page written order ruling that the Village possessed an easement and denying Hanson's request for a permanent injunction. Hanson appeals both judgments. We affirm.¹

¶ 5 I. BACKGROUND

¶ 6 We summarize the factual background based on the trial court's thorough findings of fact.

¶ 7 The relevant portion of the quarry is situated just east of the Village's municipal boundary. In 1926, the parcel was acquired by George and Louise Hannauer. George was a vice-president of the Indiana Harbor Belt Railroad (IHB), which owned railroad tracks just east of the quarry. The

¹In adherence with the requirements of Illinois Supreme Court Rule 352(a) (eff. July 1, 2018), this appeal has been resolved without oral argument upon the entry of a separate written order.

same year, the Village engineer and Board of Local Improvements resolved that an ordinance for the construction of a sanitary and storm water sewer system to serve the Village's south side be submitted to the Village's Board of Trustees for passage (the resolution). The proposed system included an outlet sewer, which would channel water eastward through the adjacent Village of McCook and connect to the McCook Ditch and Des Plaines River. The 54-inch pipe would be part of the outlet sewer. The resolution described ten parcels of land over which easements would need to be acquired for construction of the sewer. The Board of Trustees adopted the resolution and accepted a bid of over \$420,000 to construct the sewer line.²

¶ 8 The Village coordinated the design and construction of the system with IHB. IHB's Chief Engineer prepared the drawing of the planned route for the 54-inch pipe. The drawing contains a title box labelling the pipe route as an "Agreement with the Village of La Grange for Sewer." Water from IHB-owned parcels would also connect with the Village's 54-inch pipe through two 36-inch diameter pipes and IHB granted the Village an easement to construct those pipes under its tracks. The IHB corporate board passed a resolution authorizing George Hannauer to execute the easement on its behalf.

¶ 9 The Village and the Hannauers drafted an agreement to grant the Village an easement to construct and bury the 54-inch sewer line across the quarry, which was also depicted in the IHB design drawing. The only copy of the document produced at trial is undated, unsigned, and unrecorded. Both the Village and IHB made several efforts as far back as the 1940s to locate a signed copy of the document without success. However, the Village produced signed and recorded documents executed in 1926 and 1927 by owners of properties adjacent to the Hannauers' parcel granting the Village easements for the line across those properties.

²Approximately \$7.5 million in 2026 dollars. See bls.gov/data/inflation-calculator.htm

¶ 10 In addition to IHB, Hanson's predecessor, Federal Stone Company (Federal),³ and other quarry owners executed written agreements in 1926 and 1927 with the Village allowing them to pump water from their quarries into the 54-inch pipe.

¶ 11 IHB acquired the Hannauers' parcel in 1927. The deed contained no reference to an easement. In 1935, IHB sold the land to Electro-Motive Corporation. A quitclaim deed recorded in 1935 references a "right-of-way for the existing fifty-four (54)[-inch] sewer." A drawing attached to the deed likewise depicts a "54[-inch] sewer." The deed granted Electro-Motive a "perpetual right of way and easement *** to discharge at one point *** into the said existing fifty-four (54)[-inch] sewer." The deed also permitted Electro-Motive to make alterations to utilities "except the existing fifty-four (54)[-inch] sewer."

¶ 12 Deeds recorded in the 1940s and 1950s regarding other parcels along the sewer line's route acknowledged the Village's easement over those properties.

¶ 13 In 1982, Hanson's predecessor, MSC, sent the Village a letter requesting the Village's permission to relocate its connection to the 54-inch pipe. The letter and an enclosed drawing referred to the "54[-inch] La Grange storm sewer."

¶ 14 A 1984 internal MSC memorandum memorialized a discussion between an MSC representative and the Village Engineer, Tom Heuer. MSC inquired about the potential of the Village abandoning the storm sewer line. In response, Heuer informed MSC that the line would not be deemed abandoned unless MSC sent the Village Board a written request to do so, and the Board would have to approve it. No such request was made and the Board never voted to abandon the line.

³Federal Stone Company was acquired by Material Service Corporation, which Hanson later acquired.

¶ 15 In 1991, MSC sought to expand its quarry operations. MSC ultimately entered a lease-to-own agreement with Electro-Motive for the former Hannauer parcel. A survey conducted before the transaction identifies a right-of-way and easement for the sewer line and referenced the recorded 1935 quitclaim deed from IHB to Electro-Motive.

¶ 16 MSC began expanding its quarry operations in 1992. During the work, MSC destroyed a significant portion of the 54-inch pipe. The Village learned of the destruction soon after. Heuer sent MSC a letter expressing the Village's objection to MSC having done so without obtaining the Village's permission. Heuer also wrote that he had previously told an MSC representative the Village had not abandoned the sewer line; moreover, Hauer had informed MSC the Village was planning to expand its use, directing more water into the line. The Village's attorney also sent MSC a letter expressing that the Village considered MSC's unauthorized severance of the pipe wrongful.

¶ 17 Despite destruction of the pipe, MSC (and subsequently Hanson) continued to allow water from the Village to flow into the quarry. In response to Heuer's letter indicating the Village's plan to expand its use of the pipe, MSC asked the Village what it expected the increased water volume would be. Heuer sent a response in June 1992 with estimates of the anticipated outflows. Since the pipe was severed, water enters the quarry through the western remnant and collects in a retention pond. From time to time, Hanson pumps water to the eastern remnant where it continues to the McCook Ditch. Hanson directs its own stormwater into this system.

¶ 18 A few years later, the Village undertook a \$300,000 project to redirect water from an additional flood-prone area to the 54-inch sewer line.

¶ 19 In 2010, after flooding became more frequent and severe, the Village began consulting engineers for plans to address the problem. Retained engineers recommended upgrades to the

stormwater system, which would increase the flow into the remnant of the 54-inch pipe and quarry during severe storms.

¶ 20 The Village shared its plans with Hanson. In a 2016 meeting with Village officials, a Hanson representative apologized for its destruction of the pipe. Hanson's expert, John Puls, developed a plan to expand Hanson's retention ponds and pumping system to accommodate the greater volume and continue directing water to the McCook Ditch. He estimated the cost of the project would be \$8.3 million. Puls later reevaluated his plan and revised his estimate. He identified a 4.4-acre parcel that could be excavated for a retention pond at a cost of \$9.4 million and another 10-acre parcel that could be used at a cost of \$7 million.⁴

¶ 21 In May 2016, Hanson's attorney wrote the Village an email message explaining that Puls had developed an "engineered solution" for increased stormwater and reported the estimated cost. The Village included the email message with its permit application to the Metropolitan Water Reclamation District of Greater Chicago (MWRD). MWRD approved the Village's project and issued a permit in July 2016. Hanson initiated this litigation a few months later.

¶ 22 Hanson sought a permanent injunction barring the Village from implementing upgrades to its stormwater management system as planned. The Village filed a counterclaim seeking a declaration that it possesses an easement across the quarry. Following nine days of trial with several witnesses and voluminous documentary evidence, the trial court issued a 40-page written ruling. The court found the Village possessed an express easement and Hanson's destruction of the pipe was intentional and wrongful. The court also rejected Hanson's various defenses, including, among others, that the Village had abandoned any easement. As to Hanson's request for a permanent injunction, the court determined Hanson did not have a clear ascertainable right in need

⁴It is unclear whether Puls offered these as alternatives or if both would be required.

of protection, since the potential harm it complained of would only occur in extreme 100-year storm events, which the court found too remote. Similarly, the court found Hanson would not suffer irreparable harm if the Village implemented its plan, as no evidence showed it would disrupt mining operations and Puls testified to feasible measures Hanson could undertake to accommodate a greater volume of water. The court observed that even if Hanson did incur harm, it had adequate remedies at law in the form of damages—for example, the cost of new detention ponds and pumps like Puls proposed. Further, the court found the equities did not favor Hanson, since it intentionally interfered with the Village’s easement. In addition, the court found the Village’s affirmative defenses—unclean hands, the *in pari delicto* doctrine, and equitable estoppel—precluded Hanson from obtaining injunctive relief. The court also found the parties did not form an enforceable agreement to limit the flow of water into the quarry in 1992, as Hanson contended. Lastly, the court rejected Hanson’s argument that the Village had feasible alternatives to its plan for flood mitigation. Hanson appealed.

¶ 23

II. ANALYSIS

¶ 24

A. Whether the Village Possesses an Easement

¶ 25

Hanson first challenges the trial court’s declaration that the Village possesses an express easement across the quarry. We review a trial court’s decision to grant or deny declaratory relief *de novo* “to the extent it is not based on factual determinations.” (Internal quotation marks omitted.) *Pekin Insurance Co. v. Hallmark Homes, LLC*, 392 Ill. App. 3d 589, 593 (2009). The trial court’s factual determinations following a bench trial, however, will not be disturbed unless against the manifest weight of the evidence. *Leehy v. City of Carbondale*, 2023 IL App (5th) 220542, ¶ 36. “A judgment is against the manifest weight of the evidence when it appears from the record that the judgment is arbitrary, unreasonable, not based on evidence, or the opposite

conclusion is apparent.” *Northwestern Memorial Hospital v. Sharif*, 2014 IL App (1st) 133008, ¶ 25. We may affirm the judgment of the trial court on any grounds supported by the record, regardless of whether the trial court relied upon those grounds, or whether the trial court’s reasoning was correct. *Vaughn v. City of Carbondale*, 2016 IL 119181, ¶ 44.

¶ 26 An easement is a nonpossessory interest in the land of another. *Nationwide Financial, LP v. Pobuda*, 2014 IL 116717, ¶ 29. An easement differs from a license, which is permission to use the land of another but does not create an interest in land and may be revoked or terminated. 25 Am. Jur. 2d Easements & Licenses § 105 (May 2025 update). Land burdened by an easement is called the servient estate. See Black’s Law Dictionary 569 (7th ed. 1999). An express easement is created when the owner of the servient estate grants an easement by any words clearly showing an intent to confer an easement. 16A Ill. Law & Prac. Easements § 9 *Express Grant of Easement* (Jan. 2025 update). No particular words are necessary, but the words used must clearly show an intention by the grantor to confer an easement, and such terms must be definite, certain, and unequivocal. *McMahon v. Hines*, 298 Ill. App. 3d 231, 236 (1998). Since it is an interest in land, an easement must be granted in a writing signed by the grantor in accordance with the statute of frauds. See 740 ILCS 80/2 (West 2024). Nonconformity with the statute of frauds, however, will not necessarily preclude the existence of an easement. *Petersen v. Corrubia*, 21 Ill. 2d 525, 533 (1961).

¶ 27 Hanson argues an easement was not created since (1) the Village failed to show the Hannauers intended to grant the Village an easement, (2) the 1926 instrument was unsigned, and (3) the easement was not supported by consideration. We find an easement was created.

¶ 28 Contrary to Hanson’s claim, the record gives ample evidence that the Hannauers intended to grant the Village an easement. As the trial court observed, the most compelling testament to an

intended easement here is the pipe's construction and century-long use. On this point, our supreme court's decision in *Petersen* is instructive:

“There is *** a rebuttable presumption of a grant or adverse right present where a way has been used openly, uninterruptedly, continuously and exclusively for more than 20 years and the origin of such way is not shown. In the absence of evidence tending to show the use of the way to have arisen from a license or other special indulgence which is either revocable or terminable, the conclusion is that it has grown out of a grant by the owner of the land, and has been exercised under a title so derived. The facts to admit of such presumption, however, are not presumed but must be established by the greater weight of the evidence.” 21 Ill. 2d at 531.

¶ 29 Here, there is no evidence establishing that the Hannauers merely permitted the Village to use their property. Rather, the greater weight of the evidence supports the presumption that they intended to grant the Village an easement. By its nature, a large diameter, half mile long underground stormwater pipe is not constructed unless both the builder and the landowner intend long-term or permanent use. And nothing in the record here suggests that the pipe was intended to be a temporary measure while a more permanent stormwater management system was being devised. It was also a costly investment for the Village. With only a revocable license, the Village would have taken a major, unreasonable risk by constructing the pipe across the quarry. See *Mueller v. Keller*, 18 Ill. 2d 334, 340 (1960) (“[A] parol license is revocable even though consideration has been paid or expenditures have been made upon the faith of the agreement.”); see also 25 Am. Jur. 2d Easements & Licenses § 110 *Right to Revoke* (May 2025) (explaining that licenses are revocable). If the license were revoked, the Village would lose the benefit of its investment, need to find a different way to manage stormwater—which could also require costly

construction—and possibly be required to remove the pipe at its expense. See 25 Am. Jur. 2d Ejectment § 52 *Awarding Removal of Improvements in Ejectment Action* (a plaintiff may ask a court to order a defendant to remove improvements on disputed property). The risk of revocation would also undermine the purpose of constructing the pipe. It was and remains a critical component of the Village’s stormwater management system. Without it, there would be no system for a substantial part of the Village. Therefore, it is unreasonable to believe a municipality would undertake such a vital and expensive project without the landowners having expressed their intent to grant an easement.

¶ 30 In addition, the pipe was also built in accordance with the plans in the unsigned instrument. Those plans were designed in part by IHB, where George Hannauer was a vice-president. The pipe across his land was an integral component of a system benefiting multiple properties, including parcels owned by IHB, where easements were granted to the Village. George signed on behalf of IHB to grant the Village easements for pipes on IHB’s other parcels to connect to the same system. Thus, it is unreasonable to think easements were intended only for the other parcels but not the Hannauers’ land. For these reasons, we presume the Hannauers intended to grant the Village an easement.

¶ 31 We also find the unsigned instrument conveying an easement to the Village is enforceable based on the equitable doctrine of part performance. Illinois courts have long recognized this doctrine and applied it to enforce agreements to grant an easement that do not comply with the statute of frauds. See, *e.g.*, *Anastaplo v. Radford*, 14 Ill. 2d 526, 538 (1958) (“[A]n oral promise to convey land will be specifically enforced in equity, notwithstanding the Statute of Frauds, where the promisee has taken possession of the property, made valuable improvements and furnished consideration for the conveyance *** The same rule applies to an oral agreement granting a right

of way.”). The doctrine operates on the theory of estoppel, specifically estoppel by conduct. See 10 Williston on Contracts § 28:2 (4th ed. May 2024 update). Part performance removes an otherwise noncompliant agreement from application of the statute of frauds. *Leekha v. Wentcher*, 224 Ill. App. 3d 342, 349 (1991). The doctrine may be invoked to order specific performance of contracts conveying interests in land. 10 Williston on Contracts § 28:3 (4th ed. May 2024); Restatement 2d, Contracts § 129 (Oct. 2024 update); *Mariani v. School Directors of District 40*, 154 Ill. App. 3d 404, 407 (1987). But, to take a case out of the statute of frauds:

“partial performance must be of such a character that it is impossible or impractical to place the parties in status quo or restore or compensate the party performing for what he has parted with or the value of his performance so that refusal to complete the engagement would be a virtual fraud upon the party.” *Mariani*, 154 Ill. App. 3d at 407.

¶ 32 Factors weighing in favor of finding an easement based on part performance include: (1) action consistent with reliance on the grant of an easement, (2) repairs or improvements to the easement, (3) improvements are constructed on adjacent properties for uses connecting to the easement, and (4) the grantor participates in the project. Jon W. Bruce, James W. Ely, Jr., and Edward T. Brading, *The Law of Easements & Licenses in Land* § 3:3 *Equitable Doctrine of Part Performance* (Feb. 2025 update). All these factors are present here. The Village constructed and used the pipe exactly as contemplated in the unsigned document. The Village maintained and continued to rely on the line for stormwater management serving a large segment of its territory. IHB and quarries connected pipes for their own stormwater drainage to the line. And Hannauer participated in the project in his capacity as vice-president of IHB, executing agreements with the Village related to the project. Thus, it is appropriate to invoke the doctrine of part performance to find an easement exists in this case.

¶ 33 We reject Hanson’s argument that an easement was not created due to the lack of consideration. The Hannauer easement document recites that they were granting the Village an easement “for and in consideration of the sum of One (\$1.00) Dollar.” Though nominal, this was sufficient consideration to form an enforceable contract, regardless of whether the dollar was actually paid. See 3 Williston on Contracts § 7:22 *Adequacy of Consideration* (4th ed. May 2026) (“the law will not in general inquire into the adequacy of consideration”); see also *Seyferth v. Groves & Sand Ridge R.R.*, 217 Ill. 483, 486 (1905) (finding a party could not avoid enforcement of a contract for an interest in land on the basis that nominal consideration was not paid).

¶ 34 Further, the transaction must be viewed in context of the larger project, in which several property owners, including IHB, connected pipes to the Village’s line to manage their own storm water. To reach those parcels, the pipe first had to cross the Hannauers’ property. As discussed, it is unreasonable to conclude that the Village would have constructed the line without an express easement. Thus, Hannauer, as an officer of IHB, received a benefit in exchange for granting the Village an easement across his land.

¶ 35 We also reject Hanson’s argument that the Village’s counterclaim for declaratory relief is time-barred, either by the 5-year limitation for actions on unwritten contracts or for injury to real property (735 ILCS 5/13-205 (West 2024)) or by the 20-year limitation for actions for the recovery of land (735 ILCS 5/13-101 (West 2024)). Hanson contends the Village’s action accrued in 1992 when MSC destroyed the pipe and, thus, its 2016 counterclaim was asserted beyond those limitation periods.

¶ 36 We find neither statute of limitations applies here, as the Village is asserting a public right. See *Board of Education of City of Chicago v. A, C & S, Inc.*, 131 Ill. 2d 428, 476 (1989) (observing that a statute of limitations is inapplicable to a municipality asserting public rights). To qualify as

a public right, the matter need not affect everyone in the State but must be of sufficient interest to the general public. *Id.* at 474. The stormwater management system at issue here is inherently public. *Cf. Mazal v. Arias*, 2019 IL App (1st) 190660, ¶ 29 (finding public alleyways are “inherently public”). A substantial portion of the Village depends on the system and is at risk of widespread flooding without it. In addition, the Village would likely incur great expense if it needed to construct an alternative. *Cf. A, C & S, Inc.*, 131 Ill. 2d at 474 (including building repair costs as a factor favoring the finding of a public interest at stake). The Village’s assertion of a public right likewise defeats Hanson’s claim that it adversely possessed the Village’s easement. See *Mazal*, 2019 IL App (1st) 190660, ¶ 21 (“[A]dverse possession *** claims do not lie against property held in trust for public use by a municipal entity.”).

¶ 37 We further reject Hanson’s contention that the Village abandoned its easement. Abandonment turns on the intent of the holder of the easement. *Diaz v. Home Federal Savings and Loan Ass’n of Elgin*, 337 Ill. App. 3d 722, 731 (2002). An easement is abandoned “when nonuse is accompanied by acts which manifest an intention to abandon and which destroy either the object for which the easement was established or the means of its enjoyment.” (Internal quotation marks omitted.) *Id.* Here, the Village never ceased using its easement. Although MSC destroyed the pipe, the objective of directing stormwater from the Village to the McCook Ditch was still accomplished.

¶ 38 For these reasons, we find the Village holds an easement to direct stormwater across the quarry.

¶ 39 B. Whether the Parties Agreed to Cap the Amount of Water

¶ 40 Next, Hanson challenges the trial court’s finding that the Village and MSC did not form an agreement in 1992 to limit the volume of stormwater entering the quarry. Hanson contends the parties’ agreement was formed by their conduct following MSC’s destruction of the pipe. Hanson

reasons as follows: the Village could have sued MSC to enforce an easement; MSC offered to accept the increased volume of water that would be directed into the quarry by its proposed modifications; and, instead of going to court, the Village approved and constructed the modifications, thereby implicitly accepting MSC's offer. The agreement was supported by consideration, according to Hanson, since (1) MSC accepted the detriment of increased stormwater and forwent a potentially favorable legal ruling regarding the Village's claimed easement and (2) the Village received the benefit of expanding its stormwater management system and avoided a potential adverse ruling regarding its claimed easement.

¶ 41 To be sure, "in the absence of an express contract, an implied contract can be created as a result of the parties' actions." *Trapani Construction Co. v. Elliot Group, Inc.*, 2016 IL App (1st) 143734, ¶ 41. "A contract implied in fact arises where a contractual duty is imposed by the court due to a promissory expression that shows an intention to be bound." *Matthews v. Chicago Transit Authority*, 2016 IL 117638, ¶ 93. A contract implied in fact must contain all elements of a contract—offer, acceptance, and consideration—as well as a meeting of the minds. *Trapani*, 2016 IL App (1st) 143734, ¶ 42. "[F]or a contract to be valid, an acceptance must be objectively manifested; if it is not, there is no meeting of the minds." *Id.* ¶ 43. The existence of a contract implied in fact is a question for the trier of fact to decide. *Id.* ¶ 38. We will not overturn the trial court's judgment on this issue unless it is against the manifest weight of the evidence. *Id.*

¶ 42 Here, the trial court found that Hanson failed to demonstrate an offer, acceptance, or meeting of the minds. On appeal, Hanson likewise fails to cite any evidence demonstrating either party's intent to be bound. Nothing in the communications between MSC and Village representatives can be reasonably construed as manifesting an offer, acceptance, or intent to be bound. Heuer's letter stating the amount of water he estimated from the Village's planned 1992

modifications appears to be no more than a statement of the estimate. His letter contains no language referring to an offer from MSC or expressing a promise on the Village's part. Likewise, the Village's ordinance contains no reference to an offer or promissory language. The Village's and MSC's conduct in 1992 can be viewed as independent actions. Accordingly, the trial court's determination was not against the manifest weight of the evidence.

¶ 43 C. Whether Hanson is Entitled to an Injunction

¶ 44 Last, Hanson challenges the trial court's denial of its request for a permanent injunction to bar the Village from implementing its planned modifications to its stormwater management system. To be entitled to a permanent injunction, a party "must demonstrate (1) a clear and ascertainable right in need of protection, (2) that he or she will suffer irreparable harm if the injunction is not granted, and (3) that no adequate remedy at law exists." *Vaughn*, 2016 IL 119181, ¶ 44. We will not overturn a trial court's order concerning a permanent injunction absent an abuse of discretion. *Indeck Energy Services, Inc. v. DePodesta*, 2021 IL 125733, ¶ 64. "An abuse of discretion occurs only when the trial court's decision is arbitrary, fanciful, or unreasonable or where no reasonable person would take the view adopted by the trial court." *Seymour v. Collins*, 2015 IL 118432, ¶ 41.

¶ 45 The trial court found that Hanson failed to demonstrate each element required for entitlement to a permanent injunction. In addition, the court found the equities did not favor Hanson due to its wrongful destruction of the pipe and related conduct. In our review, we cannot conclude that the trial court's decision was arbitrary, fanciful, or unreasonable or no reasonable person would take the court's view. "[W]hen a suit is brought in equity seeking injunctive relief, the general rule is that the trial court must balance the equities between the parties." *City of Rock Falls v. Aims Industrial Services, LLC*, 2024 IL 129164, ¶ 15. Ample evidence supported, at a

minimum, that MSC knew the Village asserted an easement across the quarry and its claim had an arguable basis in law and fact. Yet, MSC destroyed the pipe without ascertaining a clear right to do so. Thus, the trial court had a reasonable basis to conclude that the equities did not balance in Hanson's favor.

¶ 46 We further observe that the potential harm Hanson complains of results from its own conduct. No showing was made that the pipe could not have accommodated the increased water volume resulting from the Village's modifications had the pipe remained intact. Thus, the record supports that the increase in the amount of water that may flow into the quarry's retention ponds—and potentially damage Hanson's operations—results from its own destruction of the pipe. Put differently, Hanson created its own problem. "[A] party may not satisfy the irreparable harm requirement if the harm complained of is self-inflicted." Wright & Miller, 11A Fed. Prac. & Proc. Civ. § 2948.1 (3d ed. May 2025 Update). Hanson is not entitled to injunctive relief.

¶ 47 D. Motion to Strike

¶ 48 After briefing was completed, the Village filed a motion to strike Hanson's reply brief in part and we took the motion with the case. The Village argued that portions of Hanson's reply brief (1) raised new arguments, (2) went beyond replying to arguments presented in the Village's brief, and (3) requested relief not included in its notice of appeal in violation of Illinois Supreme Court Rules 341 (eff. Oct. 1, 2020) and 303(b)(2) (eff. July 1, 2017). We deny the motion as moot. In addition, we observe that the Village's motion to strike contains substantive argument and amounts to a surreply filed without leave. We disfavor this practice.

¶ 49 III. CONCLUSION

¶ 50 Based on the foregoing, we affirm the judgment of the circuit court. We note that the trial court's thorough 40-page order assisted in our understanding and resolution of the matter.

¶ 51 Affirmed.

¶ 52 Motion denied.