

**EASEMENT AGREEMENT FOR
UTILITY FACILITIES (ELECTRIC/FIBEROPTIC)**

LEGAL DESCRIPTION PREPARED BY:

Survey-Tech
A Division of C.E.S. Inc.
104 A Maple Court
Rochelle, IL 61068

RETURN TO:
DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606

KNOW ALL MEN BY THESE PRESENTS, that

PROGRESSIVE PARK ROCHELLE, LLC, Series Pond, a series of Progressive Park Rochelle, LLC, an Illinois limited liability company, PROGRESSIVE PARK ROCHELLE, LLC, an Illinois limited liability company, and ERRETT WAREHOUSING, LLC, Series Route 38, a series of Errett Warehousing, LLC, an Illinois limited liability company (collectively "Grantor"), located at 515 Lincoln Highway, Rochelle, in the County of Ogle and State of Illinois, for good and valuable consideration in the amount of Six Thousand Six Hundred and Sixty-six Dollars and 66/100 (\$6,666.66) and as stated hereinafter, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to

the City of Rochelle, an Illinois municipal corporation

("Grantee"), a permanent non-exclusive easement for underground and/or above-ground electric utility facilities (including underground duct packages, underground transmission wires and associated attachments) and fiberoptic facilities ("Facilities"), including the right to construct, maintain and make all necessary repairs to said Facilities, as may be reasonable and proper, together with the right of ingress and egress for the purpose of constructing and maintaining said Facilities, and the right to construct and maintain the necessary appurtenances for said Facilities over, under, along, upon and through said permanent easement hereinafter described; the said Grantor further gives and grants to Grantee, as part of said consideration, the right and privilege to use such additional ground as may be necessary in the construction of said Facilities, not exceeding 20 feet in width on each side of said permanent easement hereinafter described, said right and easement to be temporary and to be effective only during the construction of said Facilities.

The permanent easement ("Easement") is more particularly described as follows:

See attached **Exhibit A**

PIN #: Part of 25-32-201-005
Common Address: Outlot D of Progressive Park
Depicted: See attached **Exhibit A**

All situated in the Township of Dement, County of Ogle in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantor, for itself and its heirs, assigns and successors in interest, hereby covenants to and with Grantee, that Grantee's officers, agents, employees or persons under contract with Grantee, may at any and all times, when necessary or convenient to do so, go over and upon the Easement, and do and perform any and all acts necessary or convenient for effectuating the purposes for which this grant is made; that Grantor shall not disturb, injure, molest or in any manner interfere with any of said Facilities or material for laying, maintaining, operating or repairing the same in, over or upon the Easement.

Grantor further covenants that no buildings, structures, or fencing shall be constructed or placed on the Easement Premises, and that Grantee shall have the right to remove any such buildings, structures, or fencing so constructed or placed.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence will be used in constructing and laying said Facilities on the easement aforesaid; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the Facilities are laid so as to leave the ground in substantially the same condition that existed before said Facilities were laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantor and specifically that no facilities will be placed at a depth that could reasonably interfere with the use of the property as a business park; causing no damage to the buildings or improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will save the Grantor harmless from any and all loss or damage the Grantor may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said Facilities; that upon the completion of the construction of said Facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon.

[Remainder of Page Left Blank]

Dated this ____ day of _____, 2021.

PROGRESS PARK ROCHELLE, LLC
SERIES POND, A SERIES OF PROGRESSIVE
PARK ROCHELLE, LLC,
AN ILLINOIS LIMITED LIABILITY
COMPANY

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

By: _____
Its: _____
Grantor

By: _____
City Manager

Attest: _____
City Clerk

PROGRESSIVE PARK ROCHELLE, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

By: _____
Its: _____
Grantor

ERRETT WAREHOUSING, LLC,
SERIES ROUTE 38, A SERIES OF
ERRETT WAREHOUSING, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

By: _____
Its: _____
Grantor

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared [], personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes and in the capacities therein set forth, including the release and waiver of the right of homestead rights.

Given under my hand and notarial seal this ____ day of _____, 2021.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared [], personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes and in the capacities therein set forth, including the release and waiver of the right of homestead rights.

Given under my hand and notarial seal this ____ day of _____, 2021.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared [], personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes and in the capacities therein set forth, including the release and waiver of the right of homestead rights.

Given under my hand and notarial seal this ____ day of _____, 2021.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared Jeff Fiegenschuh and Sue Messer, the City Manager and City Clerk, respectively, of the City of Rochelle, an Illinois municipal corporation, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the City.

Given under my hand and notarial seal, this _____ day of _____, 2021.

(SEAL)
NOTARY PUBLIC

Prepared By and Return To:

DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606
(312) 782-7150

EXHIBIT A

