

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

LEGAL DESCRIPTION PREPARED BY:

FEHR GRAHAM
515 Lincoln Highway
Rochelle, Illinois 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

Lance Kuykendall
1845 Steward Road
Steward, Illinois 60553

("Grantor"), of the Village of Steward in the County of Lee and State of Illinois, for good and valuable consideration in the amount of SIX THOUSAND (\$6,300.00) DOLLARS, 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 steel electric transmission poles, 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 the west 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 legal description attached hereto as **Exhibit A**.

PIN #: Part of 06-17-200-004
Common Address: 1845 Steward Road, Steward, Illinois.
Depicted: See attached **Exhibit B**.

All situated in the Township of Alto, County of Lee 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 himself and his 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 farming use of the property; 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.

In the event of any crop damage at any time as a result of either the initial construction or future maintenance of the facilities, the Grantee agrees that it will compensate the Grantor (or the party farming the property or the owner of the crops, as the case may be) in a fair and reasonable amount for the losses sustained from said damage. In addition, in the event that the construction or maintenance of the facilities causes compaction of areas that are used to grow crops, the Grantee agrees to compensate the Grantor (or the party farming the property, as the case may be) in an amount equal to 5 years reasonable rent for the affected area. Determination of reasonable rent shall be based on the fair rental value of farmland in the immediate neighborhood of the affected area.

Dated this 6th day of Sept., 2017.



Grantor

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

By: _____
City Manager

Attest: _____
City Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

Lance Kuykendall

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 4 day of September, 2017

(SEAL)

Adriana Milan
NOTARY PUBLIC



STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared David S. Plyman and Bruce McKinney, 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 _____, 2017.

(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