

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

**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**

Robert L. Barkei  
1591 IL Route 251  
Steward, Illinois 60553

(“Grantor”), of the City of Steward in the County of Lee and State of Illinois, for good and valuable consideration 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 aerial and above-ground electric utility facilities (including steel electric transmission poles, wires and associated attachments), aerial facilities, and any existing electrical utility facilities (“Facilities”), including the right to maintain, make all necessary repairs, and/or replace said Facilities, as may be reasonable and proper, together with the right of ingress and egress for the purpose of maintaining, repairing, and/or replacing said Facilities, and the right to maintain, repair, and/or replace the necessary appurtenances for said Facilities over, 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, maintenance, repair, and/or replacement of said Facilities, not exceeding 10 feet in width on the west side of said permanent easement hereinafter described.

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

See legal description attached hereto as **Exhibit A.**

**PIN #: 25-33-400-003**

**Common Address: Located south of the intersection of Ritchie Road and Mulford Road.**

**Depicted: See attached Exhibit B & C.**

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 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, and assigns and successors in interest, 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 maintaining said Facilities on the Easement aforesaid; that all of the dirt, gravel, or stone removed shall be replaced and compacted upon; 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 hold 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) 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) 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.

[Signature Page to Follow]

Dated this 1<sup>st</sup> day of October, 2018.

Robert L. Barkki  
Grantor

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF Dele                    )

BEFORE ME, the undersigned notary public, on this day personally appeared [Robert L. Barkki], 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 1<sup>st</sup> day of October, 2018.

(SEAL)



Rose Mary Hueramo  
NOTARY PUBLIC

THE CITY OF ROCHELLE, AN ILLINOIS  
MUNICIPAL CORPORATION

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF OGLE        )

BEFORE ME, the undersigned notary public, on this day personally appeared Jeffrey A. 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 \_\_\_\_\_, 2018.

(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**  
**LEGAL DESCRIPTION**

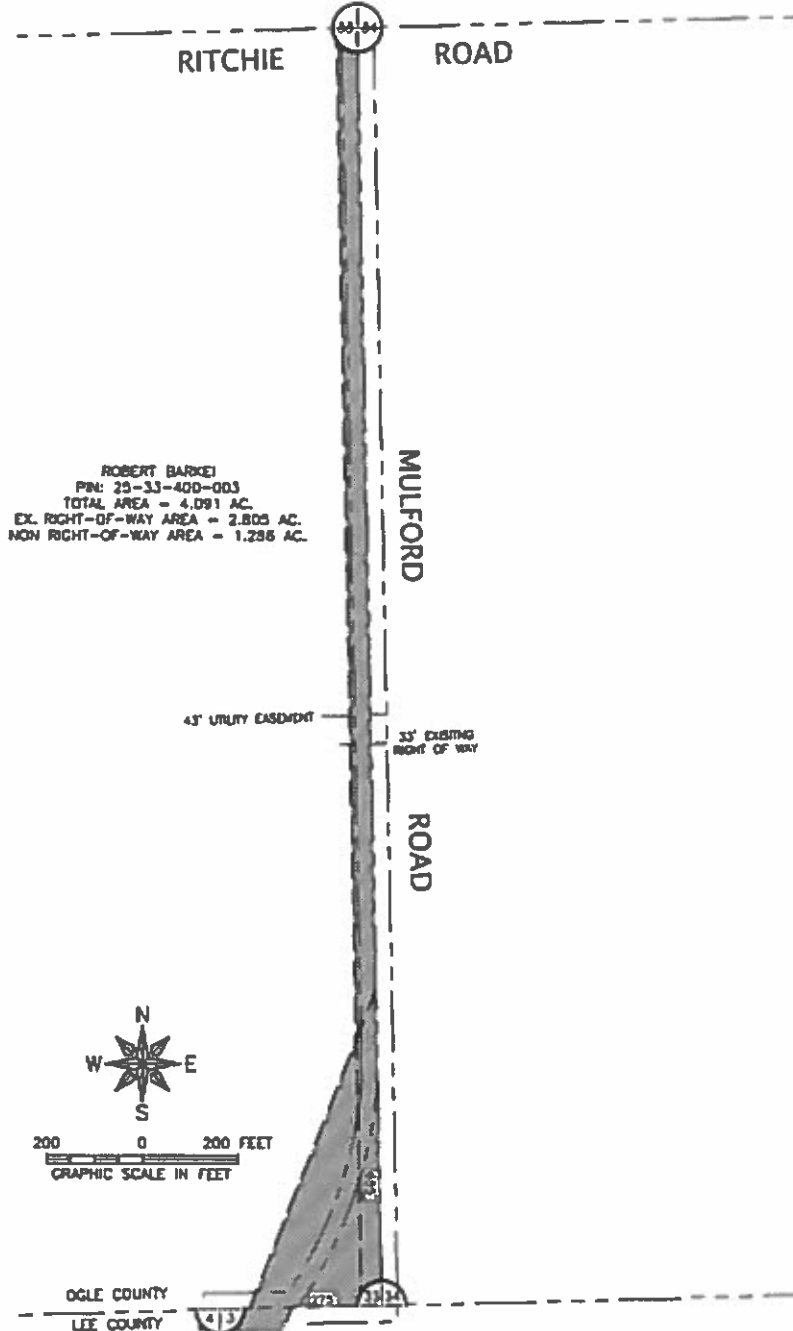
**DESCRIPTION: 25-33-400-003 Barkei**

Part of the Southeast Quarter of Section 33, Township 40 North, Range 2 East of the Third Principal Meridian, bounded and described as follows:

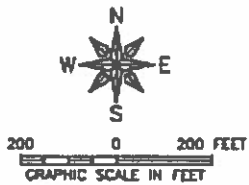
The East 43 feet of said Southeast Quarter of Section 33, and a triangle area with a base along the South line of said Section 33 beginning at the Southeast corner of said Section 33 and running westerly 275 feet, with an adjacent side along the East line of said Section 33 running northerly 655 feet, all situated in the Township of Dement, County of Ogle and State of Illinois

**EXHIBIT B  
EASEMENT DRAWING**

**EASEMENT EXHIBIT  
PART OF SE 1/4, SECTION 33,  
T40N, R2E, 3rd P.M. OGLE COUNTY, ILLINOIS**



ROBERT BARKEI  
PIN: 25-33-400-003  
TOTAL AREA = 4.091 AC.  
EX. RIGHT-OF-WAY AREA = 2.803 AC.  
NON RIGHT-OF-WAY AREA = 1.288 AC.



OGLE COUNTY  
LEE COUNTY

18-319/25-33-400-003

05/31/2018

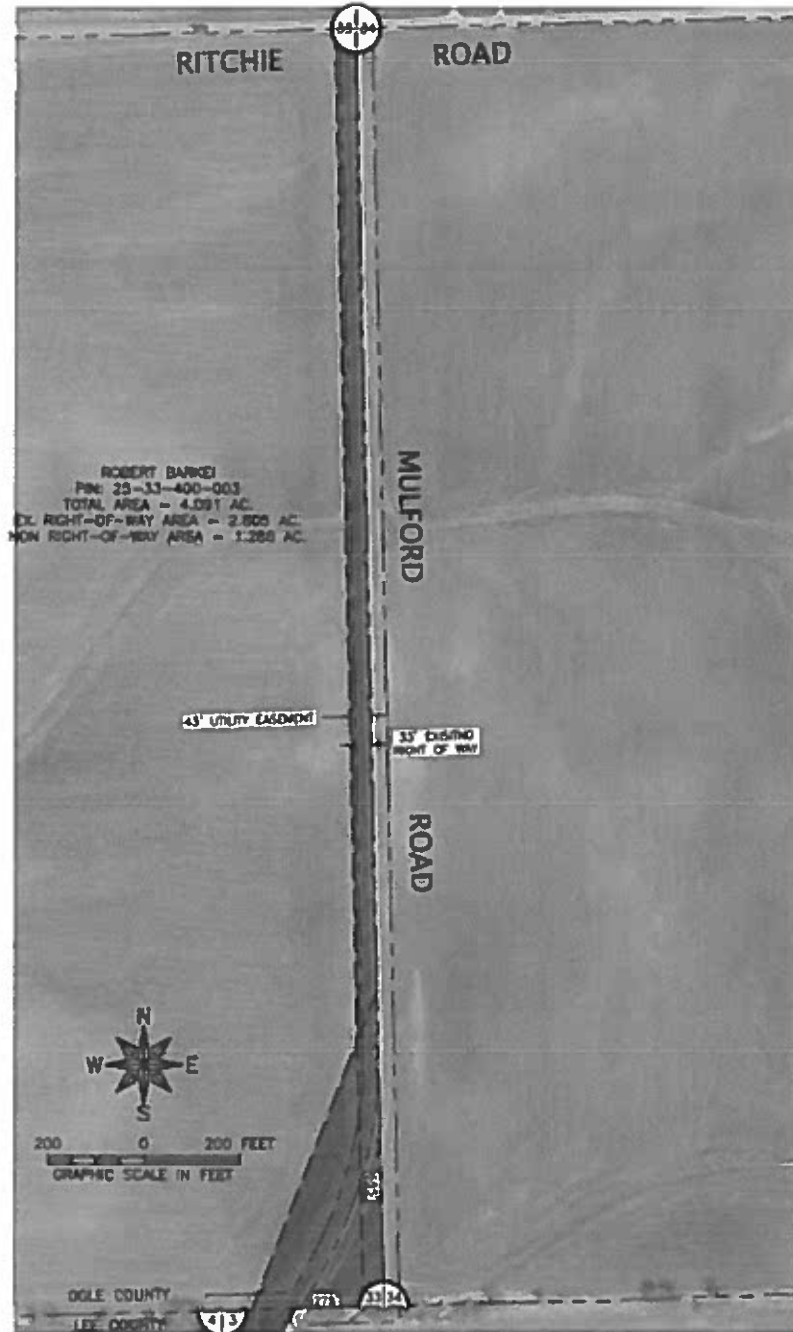
**FEHR GRAHAM**  
ENGINEERS & ENVIRONMENTAL

ELLEN  
JEN  
ANDREA

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**EXHIBIT C  
EASEMENT PICTURE**

**EASEMENT EXHIBIT  
PART OF SE 1/4, SECTION 33,  
T40N, R2E, 3rd P.M. OGLE COUNTY, ILLINOIS**



18-319/25-33-400-003

05/31/2018

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ENGINEERING & ENVIRONMENTAL

ELLEN  
JEN  
MICHAEL

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