

PREPARED BY AND
WHEN RECORDED MAIL TO:
City of Rochelle
420 North 6th Street
Rochelle, Illinois 61068

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT FOR RIGHT OF WAY AND
TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT FOR RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT (hereinafter the "Agreement") is made and entered into this 29 day of January, 2019 by and between ROCHELLE FOODS, LLC, a Delaware limited liability company, successor-in-interest to Rochelle Foods, Inc. by reason of merger dated October 31, 2004 (hereinafter referred to as "Grantor") and the CITY OF ROCHELLE, a MUNICIPAL CORPORATION, organized and existing under the laws of the State of Illinois, of Ogle County, Illinois, (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner of certain Real Property legally described in the attached Exhibit A; and

WHEREAS, Grantee wishes to obtain a right of way from Grantor across the land described on Exhibit A as referred to therein as the "Right of Way Parcel 001" and as shown on Exhibit B as the "Proposed Right of Way" (collectively referred to herein as the "ROW Area") attached hereto for the purpose of construction, re-construction, widening of South Main Street, Rochelle, Illinois, and moving public utilities and related facilities and equipment including but not limited to buried water and sewer lines, sidewalks, public roadway purposes and such other additions hereto as Grantee may deem necessary; and

WHEREAS, Grantee wishes to obtain a temporary construction easement from Grantor across the land described on Exhibit A as referred to therein as the "Temporary Construction Easement" and as shown on Exhibit B for the purpose of facilitating the construction of the ROW Area; and

NOW THEREFORE, in consideration of Four Thousand One Hundred and Thirty Dollars (\$4,130.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Grantor hereby does grant and convey to Grantee, its successor and assigns, all interest in the ROW Area situated in County of Ogle, State of Illinois, described on Exhibit A as the "Right of Way Parcel 001" and as shown on Exhibit B as the "Proposed Right of Way".
2. Grantee shall dedicate the ROW Area solely for public use consistent with terms of this Agreement.
3. Grantee shall record this Agreement, and from and after the recording of this Agreement, Grantee shall have the exclusive use of the ROW Area for the purposes stated herein.
4. Grantee shall have the right to use the Temporary Construction Easement for the purpose of facilitating the construction in the ROW Area and said right of use of the Temporary Construction Easement will automatically terminate when the need therefor passes which shall be no later than two (2) years from the date hereof.
5. Grantee agrees, at its sole cost and expense, to promptly restore or cause to have restored Grantor's property, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, shrubs, branches or roots which may interfere with Grantee's use of the ROW Area.
6. Grantee agrees to indemnify and hold harmless Grantor from and against all claims, demands, actions, penalties, fines and liabilities of any kind for personal injuries or property damages which may arise from or be connected with the use of the Temporary Construction Easement and ROW Area by Grantee, or its successors, licensees, lessees, tenants, guests, subsidiaries or assigns; provided, however, that nothing herein shall be construed to require Grantee to indemnify and hold harmless Grantor from Grantor's own negligence. Grantee agrees to pay Grantor for any and all expenditures reasonably made in connection with such claims, demands, actions, penalties, fines and liabilities, including attorneys' fees, and to defend Grantor in any actions or legal proceedings arising therefrom with counsel satisfactory to Grantor. The obligation to indemnify and hold harmless shall be binding on any successors or assigns of Grantee.
7. This Agreement is entered into, and shall be interpreted in accordance with, the laws of the State of Illinois.
8. This Agreement shall run with the land and be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
9. This Agreement sets forth the entire understanding of the parties with respect to the matters addressed herein, and may only be modified by a written amendment signed by all of the parties.

WITNESS our hands and seals this 29 day of January, 2019.

GRANTOR:

ROCHELLE FOODS, LLC

By: William H. Rice

Name: William H. Rice
Title: President

Attest: Alyssa Malone

Name: Alyssa Malone
Title: Project Engineer

GRANTEE:

CITY OF ROCHELLE,
Municipal Corporation

By: _____

Name: Jeff Fiegenschuh
Title: City Manager

Attest: _____

Name: Sue Messer
Title: City Clerk

HFC LEGAL DEPARTMENT
Approved on 1/28/19 by [Signature]
Unauthorized use of this
approval stamp is fraudulent and
makes this contract voidable.

STATE OF ILLINOIS)
) SS
COUNTY OF OGLE)



I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William H. Rice, personally known to me to be the President of Rochelle Foods, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, on behalf of Rochelle Foods, LLC.

Given under my hand and seal this: 29th day of JANUARY, 2019.



NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF OGLE)

I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JEFF FIEGENSCHUH, personally known to me to be the City Manager of the City of Rochelle, a municipal corporation and SUE MESSER, personally known to me to be the City Clerk of the City of Rochelle, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such City Manager and City Clerk of said corporation they caused their signatures to be affixed thereto, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Council of the City of Rochelle as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this: _____ day of _____, 2019.

NOTARY PUBLIC

Exhibit A

DESCRIPTION - Right-of-Way Parcel 001:

Being a part of the South-Half of Section 30, Township 40 North, Range 2 East of the Third Principal Meridian, Ogle County, Illinois; Commencing at the Southwest corner of said Section 30; running thence North 01 degree 33 minutes 03 seconds West (assumed bearing), on and along the West line of said Section 30, a distance of 990.13 feet; thence North 88 degrees 26 minutes 57 seconds East a distance of 24.20 feet to a point at the intersection of the existing East right-of-way line of South Main Street with the existing North right-of-way line of Steam Plant Road and the Point of Beginning; thence North 02 degrees 07 minutes 16 seconds West on and along said East right-of-way line, a distance of 56.47 feet; thence South 38 degrees 17 minutes 43 seconds East a distance of 87.59 feet; thence North 88 degrees 08 minutes 34 seconds East a distance of 71.10 feet; thence South 01 degrees 51 minutes 26 East a distance of 21.00 feet to a point on said existing North right-of-way line of Steam Plant Road; thence South 88 degrees 08 minutes 34 seconds West on and along said North right-of-way line, a distance of 67.71 feet; thence North 59 degrees 27 minutes 44 seconds West on and along last named right-of-way line, a distance of 65.33 feet to the Point of Beginning, containing 0.079 Acres (3,441 Square Feet), more or less.

Temporary Construction Easement:

A part of the South-Half of Section 30, Township 40 North, Range 2 East of the Third Principal Meridian, Ogle County, Illinois; Commencing at the Southwest corner of said Section 30; running thence North 01 degree 33 minutes 03 seconds West (assumed bearing), on and along the West line of said Section 30, a distance of 1046.59 feet; thence North 88 degrees 26 minutes 57 seconds East a distance of 23.64 feet to a point on the existing East right-of-way line of South Main and the Point of Beginning; thence North 02

degrees 07 minutes 16 seconds West on and along said East right-of-way line, a distance of 95.91 feet; thence continuing Northerly along said East right-of-way line with a curve turning to the left with an arc length of 91.56 feet, a radius of 786.71 feet, a chord bearing of North 05 degrees 07 minutes 36 seconds West and a chord length of 91.51 feet; thence North 87 degrees 52 minutes 44 seconds East a distance of 14.80 feet; thence South 02 degrees 07 minutes 16 seconds East a distance of 175.01 feet; thence South 38 degrees 17 minutes 43 seconds East a distance of 79.28 feet; thence North 88 degrees 08 minutes 34 seconds East a distance of 76.06 feet; thence South 01 degrees 51 minutes 26 East a distance of 31.00 feet to a point on the existing North right-of-way line of Steam Plant Road; thence South 88 degrees 08 minutes 34 seconds West on and along said North Right- of -way line, a distance of 10.00 feet; thence North 01 degrees 51 minutes 26 West a distance of 21.00 feet; thence South 88 degrees 08 minutes 34 seconds West a distance of 71.10 feet; thence North 38 degrees 17 minutes 43 seconds West a distance of 87.59 feet to the Point of Beginning, containing 0.086 Acres (3,733 Square Feet), more or less.

ROCHELLE FOODS, PIN 25-30-300-002

