

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 A TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT (hereinafter the "Agreement") is made and entered into this ____ day of _____, 2019 by and between GRAPHIC ARTS BINDERY, LLC (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, GRAPHIC ARTS BINDERY, LLC, is the owner of real property legally described in Exhibit A; and

WHEREAS, the CITY OF ROCHELLE wishes to obtain a temporary construction easement from GRAPHIC ARTS BINDERY, LLC, across the temporary construction easement area described in Exhibit B ("Easement Area"), attached hereto, for the purpose of construction, reconstruction, 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/or such other additions hereto as Grantee may deem necessary ("Construction"); and

WHEREAS, said Agreement shall terminate upon the completion of Grantee's Construction at said Easement Area, unless sooner agreed by Grantor and Grantee; and

NOW THEREFORE, in consideration of FIVE HUNDRED FORTY AND 00/100 DOLLARS (\$540.00), 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 Temporary Construction Easement for the following described real estate situated in the County of Ogle, State of Illinois, to wit:

Address commonly known as: 1020 South Main Street, Rochelle, Illinois 61068

PIN#: 24-25-476-014

and as depicted on the plat of survey (Temporary Construction Easement), attached hereto as Exhibit B.

2. The City shall record the Dedication, and from the recording of the dedication and thereafter, the City shall have the exclusive use of the Dedication for the purpose as stated herein.

3. This Agreement is entered into, and shall be interpreted in accordance with, the laws of the State of Illinois.

4. 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.

5. 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 ____ day of _____, 2019.

[Signatures on next page]

Grantor:

GRAPHIC ARTS BINDERY, LLC



Grantee:

CITY OF ROCHELLE,
Municipal Corporation

By: _____

Name: Jeff Fiegenschuh
Title: City Manager

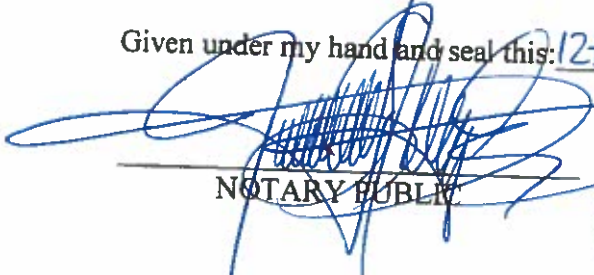
Attest: _____

Name: Sue Messer
Title: City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Christopher Love as _____ 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 _____ signed and delivered said instrument on behalf of said _____ as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this: 12th day of April, 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

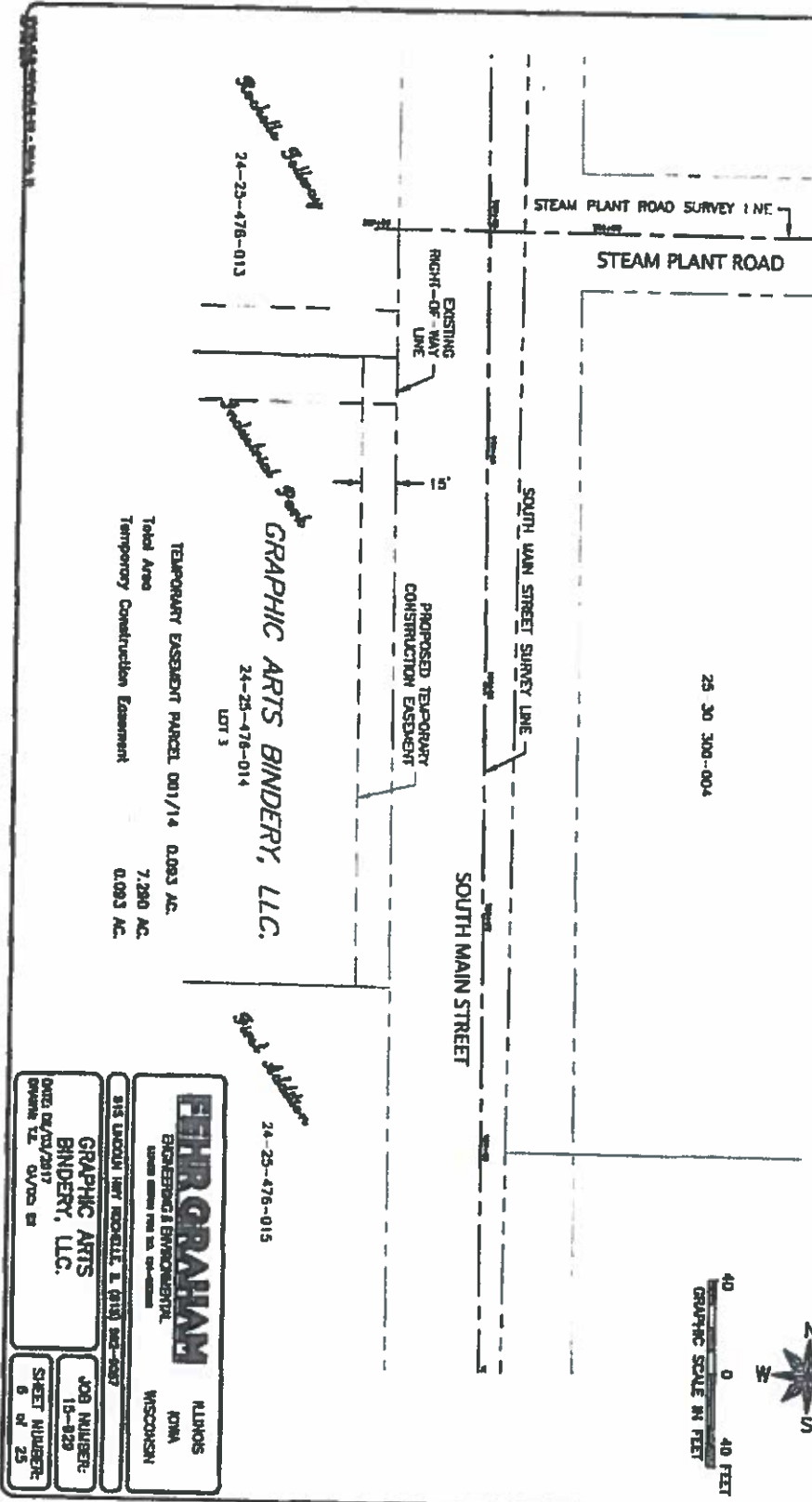
DESCRIPTION Temporary Construction Easement Parcel 014:

Being the East 15.00 feet of Lot 3 of the Re-subdivision of the Rochelle Tollway Industrial Park and the Rochelle Tollway Industrial Park First Addition, per plat recorded as Document Number 490720 in File A of Plats at page 59 in the Ogle County Recorder's Office, containing 0.093 Acres (4,050 Square Feet), more or less.

GRAPHIC ARTS BINDERY, LLC., PIN 24-25-476-014



Section 30, Township 40 North, Range 2 East, of the Third Principal Meridian
 Dement Township



24-25-476-015

FERGUSON
 ENGINEERING & SURVEYING, INC.
 SURVEY ENGINEER REG. NO. 004-0000

315 LINCOLN HWY ROCKFELL, IL 61101 847-382-0087

ILLINOIS IOWA WISCONSIN

GRAPHIC ARTS BINDERY, LLC.

DATE: 04/03/2017
 DRAWN BY: 04/03/16

JOB NUMBER: 16-029
 SHEET NUMBER: 6 OF 25

