

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made and entered by and between SEVEN GROUP LLC-TIGAN, an Illinois series limited liability company, hereinafter called "Seller", and THE CITY OF ROCHELLE, an Illinois municipal corporation, hereinafter called "Buyer" or "Purchaser".

IN CONSIDERATION OF, and in reliance upon, the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Property. Seller is the legal title owner of parcels of land, together with any improvements thereon, legally described in **Exhibit A**, attached hereto and made a part of this Agreement (hereinafter called the "Real Estate" or the "Property"). Purchaser desires to purchase and Seller desires to sell the Real Estate, together with all improvements located thereon and all easements and rights benefiting or appurtenant thereto. The Property is not subject to a homestead exemption, is not improved, but may be under cultivation.

2. Purchase and Sale of the Property. Subject to and on the terms and conditions set forth herein, Seller agrees to sell, and Purchaser agrees to purchase, the Property.

3. Purchase Price. The purchase price of the Property ("Purchase Price") shall be \$541,985.90, calculated using a formula price based on gross acreage, as follows:

- a. for Parcel 1, as identified on **Exhibit A**, the price has been determined by a formula equal to the product of (i) the gross acreage (23.202 acres) based on Hanson Plat of Survey, dated September 14, 2009, and (ii) \$7,500.00, for a total price of \$174,015.00;
- b. for Parcel 2, as identified on **Exhibit A**, the price has been determined by a formula equal to the product of (i) the gross acreage (28.142 acres) based on Hanson Plat of Survey, dated August 29, 2011, and (ii) \$9,950.00, for a total price of \$280,012.90; and
- c. for Parcel 3, as identified on **Exhibit A**, the price has been determined by a formula equal to the product of (i) the gross acreage (8.84 acres) based on Hanson Plat of Survey, dated October 18, 2011, and (ii) \$9,950.00, for a total price of \$87,958.00.

4. Earnest Money. Within five (5) business days after the Effective Date (as hereinafter defined in this Agreement), Purchaser shall deposit with Seller earnest money in the amount of \$5,000.00 (the "Earnest Money"). Interest earned on the Earnest Money, if any, shall belong to Seller. The Earnest Money shall be applied to the Purchase Price at Closing (as defined in Section 5 of this Agreement). Except as expressly provided otherwise elsewhere in this Agreement, if the sale of the Property does not close for any reason except for a default under this Agreement solely on the part of Purchaser, the parties shall cause the Earnest Money to be immediately returned to Purchaser.

5. Consummation of Sale. The sale shall be consummated by the Seller, at the time of closing, delivering to the Buyer all documents required herein, including without limitation a duly executed warranty deed to the Property in recordable form (the “Deed”) subject only to the following:

- a. Building and zoning laws, ordinances, state and federal regulations;
- b. Restrictions of record relating to the use of the Property without effective forfeiture provisions not materially and adversely affecting Buyer’s proposed use of the Property for the extension and operation of the Rochelle Municipal Airport (the “Proposed Use”);
- c. Utility and drainage easements not materially and adversely affecting the Buyer’s Proposed Use;
- d. Roads and Highways;
- e. Easements for public utilities, if any;
- f. Covenants and Conditions of record, if any;
- g. the Lease (as hereinafter defined);
- h. All other matters shown in the Commitment which Buyer has elected to waive; and
- i. Title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which Seller may so remove at the time by using the funds to be paid upon the delivery of the deed,

(all of which are herein referred to as the “Permitted Exceptions”), and by the Buyer, at the time of closing, paying to Seller the Purchase Price in immediately available funds less a credit for the Earnest Money and delivering to Seller all documents required herein. A check issued by and upon the Title Company (as hereinafter defined) shall be deemed to be immediately available funds.

6. Title. Within a reasonable time after the Effective Date, but not later than thirty (30) days after the Effective Date, the Buyer will, at Buyer’s expense, obtain a commitment for an owner’s policy of title insurance (the “Commitment”) by Title Underwriters Agency of Rochelle, Illinois as an agent for Chicago Title Insurance Company (the “Title Company”) and insuring the Real Estate for the full amount of the Purchase Price. Within three (3) days of Purchaser’s receipt of the Commitment, Purchaser shall deliver a copy of the Commitment to Seller.

7. Seller's Obligations and Buyer's Rights. If the Commitment discloses title exceptions other than the Permitted Exceptions, Buyer shall give notice thereof to Seller within Ten (10) days of Buyer's receipt of the Commitment and Seller shall have twenty (20) days from Buyer's receipt of such notice to elect to have the exceptions removed from the Commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions. If Seller fails to have the exceptions removed within the specified time above or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the same specified time, Buyer may as Buyer's exclusive remedies under this Agreement elect to terminate this Agreement or may elect to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount. If Buyer elects to terminate this Agreement, the Earnest Money shall be promptly refunded to Buyer as Buyer's sole and exclusive remedy hereunder, and this Agreement shall then be null and void and without any further force or effect. Seller shall have no obligation to incur any liability or expense to remove or insure over any title exceptions other than the Permitted Exceptions.

8. Maintenance of Title and Property; Notice to Tenants. During the term of this Agreement, Seller shall not sell, agree to sell, convey, or otherwise encumber the Property, or any part thereof, or do, or permit to be done, or fail to do, any act or deed to diminish or encumber the title to the Property or Seller's ability to perform its obligations under this Agreement.

The parties acknowledge that the Property is under cultivation and that the Seller has leased the Property for the farm operating year 2012 to Lyle Rankin which lease is dated December 8, 2011 and which lease shall expire of its own terms on February 28, 2013 (the "Lease"). The Lease provides for payment of rent on or before February 12, 2012. At Closing, Seller shall assign, and Purchaser shall accept an assignment of the Lease, including all Seller's rights and duties thereunder. If the closing occurs after the payment of rent under the Lease, Buyer shall receive a credit against the purchase price in the full amount of the rent paid prior to Closing. At Closing, Purchaser shall accept possession of the Property subject to the terms of the Lease. Purchaser shall reimburse Seller for customary landlord's expenses incurred by Seller under the Lease prior to Closing, if any.

9. Real Estate Taxes and Other Prorations; Closing Costs. The general real estate taxes for the year 2011 coming due in 2012 shall be paid by Seller when the same become due and payable. The general real estate taxes for the year 2012, if any, coming due in 2013 and all subsequent years shall be the responsibility of, and paid by, Purchaser when the same become due and payable.

Seller shall be responsible for any income taxes which may be incurred by Seller as a result of Seller's conveyance of the Property contemplated hereby. The closing fee of the Title Company shall be paid by Buyer. Buyer shall pay the recording fee for the Deed. Seller shall pay the recording fee for any release of any mortgage on the Property. Each party shall be responsible for its own attorneys' fees; provided, however, that Buyer has agreed to reimburse Seller for certain professional fees including Attorneys' Fees, Engineering Consulting, Drainage

Consulting and Business Consulting incurred up to the date of closing with reasonable documentation of invoices, not to exceed a total of \$40,000.00.

10. Closing. The Closing shall occur (i) within fifteen (15) days after the expiration of the title examination period (as described in Section 7 of this Agreement), or (ii) earlier if mutually agreed upon by Purchaser and Seller (the "Closing Date"). At the closing, the parties agree to execute a closing statement evidencing the transaction and setting forth the pro-rations and closing costs for the transaction and to execute such other documents as are customarily signed by sellers and buyers of real estate, for example, but not by way of limitation, title affidavits, property transfer affidavits and documents required by the Title Company.

11. Possession. Seller shall deliver possession of the Property to Buyer immediately following the closing, subject to the Lease.

12. Condition of the Property. Prior to the date of closing and the Buyer's possession of the Property, subject to the terms of the Lease, Seller shall remove all of its personal property and effects from the Property. The Property shall be delivered to Buyer free of all debris and other materials, excluding, however, any property of the tenant under the Lease.

13. Drainage Requirements. As part of the consideration for the conveyance of the Property, and in accordance with the plans on **Exhibits B-1 and B-2**, attached hereto and made a part of this Agreement, Buyer agrees for the benefit of Seller to include the following improvements (the "Drainage Improvements") in Buyer's Runway 7-25 Extension Project:

- a. Two (2) corrugated metal elliptical pipe culverts, with a span of seventy-one (71") inches each, and rise of forty-seven (47") inches each, designed for a system of culverts with a capacity of 155 cubic feet of water per second, and a maximum capacity of 204 cubic feet per second, equipped with an end section or headwall on both the upstream and downstream ends, to convey discharge from the Atwood Farm swale.
- b. An emergency turf spillway swale designed to accommodate a discharge of 155 cubic feet per second and engaged at an elevation of approximately 767.3 feet, to convey discharge from the Atwood Farm swale in the event of an obstructed pipe.
- c. To convey discharge from the Atwood Farm subsurface drainage tiles:
 - i. one (1) smooth walled drainage tile header, eighteen (18") inches in diameter, from the west;
 - ii. one (1) smooth walled drainage tile header, eighteen (18") inches in diameter, from the east;
 - iii. one (1) smooth walled drainage tile header, thirty (30) inches in diameter, from the intersection of the east and west drainage tile header pipes, joined by a manhole structure to which Seller shall be

provided access by means of a drainage easement, as shown on **Exhibit B-1**.

- iv. To implement the provisions of this Section 13(c), an exploratory trench shall be excavated at the inception of the project to identify tile locations.
 - v. To implement the provisions of this Section 13(c), each identified tile shall be incorporated into the proposed discharge system and conveyed north into the area shown on **Exhibit B-1**.
- d. One (1) reinforced arched concrete pipe culvert, with a span of seventy-three (73") inches and a rise of forty-five (45") inches, designed for a culvert with a stormwater capacity of 65 cubic feet per second and a maximum capacity of 101 cubic feet per second, equipped with an end section or headwall on both the upstream and downstream ends, to convey discharge from the drainage area near the end of Gurler Road as shown on **Exhibit B-1**.

The provisions of this Section 13 and Sections 14 and 15 of this Agreement shall survive closing.

14. Construction in Phases. The parties acknowledge that construction of the Airport expansion may be conducted in two phases. The plans for Phase I of the Airport Expansion are attached as **Exhibit B-1**. The Plans for Phase II of the Airport Expansion are attached as **Exhibit B-2**. When the Purchaser begins construction of Phase II of the Airport Expansion Purchaser agrees unconditionally: (i) to acquire the area described as "Phase II Land Acquisition" on **Exhibit B-2**, to enable Buyer to grant to Seller the easement **Exhibit B-2** and identified as the "Proposed Emergency Spillway Swale" (hereinafter the "Spillway Easement"; (ii) to promptly make all grading and other easement improvements contemplated by the easement depicted on **Exhibit B-2** and identified as the "Proposed Emergency Spillway Swale"; (iii) to promptly make all grading and other easement improvements contemplated by the easement depicted on **Exhibit B-2** and identified as the Existing Swale and New Culverts Easement Area (hereinafter the "New Culverts Easement Area").

15. Easements. The parties shall grant to each other the following easements:

- a. **Drainage Easement**. At Closing Buyer shall grant to Seller the drainage easements as shown on **Exhibit B-1 and described in Exhibit C-1**, by executing a written document in recordable form substantially similar to the one attached as hereto as **Exhibit C-1**. The parties acknowledge that in addition to those easements, when Buyer begins construction of Phase II of the Airport Expansion, Buyer will need to acquire a sufficient amount of land to grant to Seller the Spillway Easement. When Buyer begins construction of Phase II of the Airport Expansion Buyer will promptly grant to Seller the Spillway Easement and the New Culverts Easement Area easements as shown on **Exhibit B-2 described in Exhibit C-1**, by executing written documents in recordable form substantially similar to the one attached hereto as **Exhibit C-1**.

- b. Avigation Easement. At or before Closing, Seller shall grant to Buyer an approximately sixty-six foot (66') in width avigation easement at the easternmost property line of Parcel 2, approximately as shown on **Exhibit B-1**, by executing a writing in recordable form substantially similar to the one attached as **Exhibit C-2**. Buyer and Seller understand and agree that the exact size, location and configuration of the avigation easement may have to be modified to reflect the final size, location and configuration of the ingress/egress easement referred to in Section 15 c. of this Agreement.
- c. Ingress/Egress Easement. At or before Closing Buyer shall grant to Seller an ingress/egress easement for access to Parcel 2 which shall be approximately and generally in the area as shown on Exhibit B-1 as the ingress/egress easement, by executing a written document in recordable form substantially similar to the one attached as Exhibit C-3. Buyer and Seller shall use all reasonable efforts prior to closing to mutually agree upon the exact location, configuration and size of the ingress and egress easement, it being expressly understood and agreed by Buyer: (i) that the easement shall in all events be sufficient for commercial and industrial traffic from Gurler Road into and out of Parcel 2; and (ii) that the Buyer may be required to grant an easement with an arc distance or otherwise, from the approximate westerly end of Gurler Road, at or about the easternmost property line of Parcel 2, thence North, thence West and thence South to Parcel 2. If, prior to closing, Purchaser and Seller fail to mutually agree upon the terms of the ingress/egress easement then either party may elect to terminate this Agreement in which event, the Earnest Money shall be promptly refunded to Purchaser and this Agreement shall then be null and void and without any further force or effect.

A reasonable time before closing Buyer shall provide to Seller sufficient legal descriptions of the drainage easement areas contemplated on **Exhibit B-1**, the Avigation easement and the ingress/egress easement. Except as to easement documents that are not deliverable until the construction of Phase II, the parties shall execute and deliver the easement documents at Closing.

16. Seller Cooperation. Seller shall use commercially reasonable efforts to cooperate, during the term of this Agreement and following the closing, at no out-of-pocket cost or other liability to Seller and no charge by Seller to Buyer, in Buyer's attempts to obtain all governmental approvals necessary in Buyer's judgment for Buyer's Proposed Use of the Property, including without limitation zoning, permits and other approvals, and shall execute applications and other documents reasonably required to apply for and obtain such approvals.

17. Representations.

- a. Seller represents and warrants that Seller has and will have the full right, power and authority to enter into this Agreement and to perform its obligations hereunder. Buyer represents and warrants that Buyer has and will

have the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

- b. Seller represents and warrants that to the best of its knowledge and belief, Seller has not used the Property for the storage or disposal of any Hazardous Substance, and that Seller has no knowledge or belief that any other person has so used the Property, except as customary agricultural chemicals and fertilizers may come within the meaning of a Hazardous Substance as used herein, including Seller's not being aware that dumping by members of the public has occurred from time to time upon the Property.
- c. Seller represents and warrants that Seller is not a "foreign person", "foreign partnership", "foreign trust", or "foreign estate", as those terms are defined in Section 1445 of the Internal Revenue Code.
- d. Seller represents and warrants that to the best of Seller's information and belief no assessments for public improvements that remain unpaid have been made against the Property and Seller has no notice or knowledge of any planned or contemplated public improvements that may result in special assessments against the Property.
- e. Seller represents and warrants that to the best of Seller's knowledge and belief, there are no wells or above ground or underground tanks located in, on or under the Property.
- f. Seller represents and warrants that Seller has no knowledge or information that there is any action, litigation, investigation, condemnation or proceeding of any kind pending or to the best of Seller's knowledge and belief, threatened against Seller involving all or any part of the Property, except as to the references of Purchaser herein to eminent domain, if any.

The representations and warranties set forth in this paragraph 17 shall be deemed to be renewed and restated at and as of the closing and shall survive the closing.

18. Buyer's Default. If Buyer defaults hereunder, the Seller shall notify the Buyer of such default, in writing. If such default be not cured within fifteen (15) days of such notice being given, Seller may, at Seller's option, (i) retain the earnest money, if any, it being forfeited by the Buyer as liquidated damages and this Agreement shall thereupon be null and void and the Seller shall have the right to continued ownership and possession of the Premises, or (ii) maintain any action at law or in equity (including specific performance) to require Buyer to perform hereunder, and/or to obtain damages for breach of contract by Buyer.

19. Seller's Default. If Seller defaults hereunder, the Buyer shall notify Seller of such default, in writing. If such default be not cured within fifteen (15) days of such notice being given, Buyer may, at Buyer's option, (i) demand and receive a refund of the earnest money paid, if any, and thereupon this Agreement shall be null and void, or (ii) maintain any action at law or

in equity (including specific performance) to require Seller to perform hereunder and/or to obtain damages for breach of contract by Seller.

20. Notices. Any notices required or desired to be given under this Agreement shall be in writing and (i) personally served, (ii) given by certified mail, return receipt requested, (iii) given by overnight express delivery, or (iv) given by facsimile transmission, with any such facsimile transmission confirmed by next business day overnight express delivery or messenger delivery. Any notice shall be addressed to the party to receive such notice at the following address or at such other address as the party may from time to time direct in writing or give by facsimile telephone number listed below:

Seller:	Seven Group LLC – Tigan c/o Diane Atwood 1500 North Lake Shore Drive #8C Chicago, Illinois 60610
With copy to:	Charles P. Cole, Jr. 104 Oak Avenue Suite B Rochelle, Illinois 61068
And a copy to:	Drinker Biddle & Reath LLP Attn: Richard Blessen, Esq. 191 North Wacker Drive, Suite 3700 Chicago, Illinois 60606
Purchaser:	City Manager City of Rochelle 420 N. 6 th Street Rochelle, Illinois 61068
With copy to:	City Attorney City of Rochelle 420 N. 6 th Street Rochelle, Illinois 61068

21. Computation of Time. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays; provided, however that if the date or last day to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday, or state or national holiday, such act or notice shall be timely performed if given on the next succeeding day which is not a Saturday, Sunday, state or national holiday. If a notice is given by mail or by reputable overnight courier for next business day delivery, such notice shall be deemed to have been given on the day on which it is sent.

22. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. Modifications. Any modification of this Agreement between the parties in any way to this Agreement, shall not be binding upon either party unless the same shall be in writing and signed by an authorized representative of each of the respective parties.

24. Entire Agreement. This Agreement constitutes the entire agreement among the parties, and contains all the agreements among the parties with respect to the subject matter hereof. This Agreement supersedes any and all other prior oral or written , or contemporaneous oral, agreements among the parties hereto with respect to the subject matter hereof.

25. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, heirs, personal representatives and assigns of the respective parties hereto.

26. Assignment. Buyer shall have the right to assign this Agreement.

27. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and performed in Illinois.

28. Brokers. Seller and Buyer warrant and represent to each other that neither of them have dealt with any broker in connection with this Agreement. Seller and Buyer shall indemnify and hold each other harmless from and against any and all claims of all brokers, finders or brokerage commissions, or other like payment, arising out of, or in any way related to, the transaction contemplated by this Agreement and occasioned by the actions of such indemnifying party including, without limitation, attorneys' fees incurred in connection with such claims. This indemnification shall survive the closing or termination of the Agreement and is applicable whether or not a default of either Buyer or Seller occurs.

29. Effective Date. As used herein, the "Effective Date" shall be deemed to be the 24th day of January, 2012.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BUYER:
CITY OF ROCHELLE, an Illinois
municipal corporation

SELLER:
SEVEN GROUP, LLC – TIGAN, an Illinois
series limited liability company

By: _____
David S. Plyman
City Manager

By: _____

Its Authorized Member

Attest: _____
Bruce McKinney
City Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

I, the undersigned notary public, do hereby certify that David S. Plyman and Bruce McKinney, the City Manager and City Clerk, respectively of the City of Rochelle, an Illinois municipal corporation, 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 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 official seal, this _____ day of _____,
20__.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

I, the undersigned notary public, do hereby certify that _____, an authorized agent of Seven Group LLC - Tigan, an Illinois series limited liability company, 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 she signed and delivered the said instrument in said capacity, pursuant to authority of the governing body and governing instruments of said limited liability company.

Given under my hand and official seal, this _____ day of _____,
20__.

(SEAL)

NOTARY PUBLIC

EXHIBIT A

(Legal Description)

Parcel 1

Part of the Southeast Quarter of the Southwest Quarter and part of the Southwest Quarter of the Southeast Quarter of Section 35, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows, to-wit:

Beginning at a point on the west line of the Southeast Quarter of the Southwest Quarter 382 feet North of the Southwest corner thereof; said point being the Northwest corner of the premises conveyed to the City of Rochelle by instrument recorded in book 332 on page 184; thence North 71 degrees 12 minutes 00 seconds East a distance of 2,812.81 feet along the north line of the premises conveyed to the City of Rochelle as aforesaid to a point on the east line of the Southwest Quarter of the Southeast Quarter of said Section 35, being the most Northerly corner of the premises conveyed to the City of Rochelle as aforesaid; thence North along the east line of said Quarter Quarter Section 9.42 feet to the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 35; thence West along the north line of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter to the Northwest corner thereof; thence South along the west line of the Southeast Quarter of the Southwest Quarter to the point of beginning; excepting therefrom the premises conveyed to the Illinois State Toll Highway Commission by instrument recorded in book 274 on page 291, described as follows: that part of the Southeast Quarter of the Southwest Quarter of Section 35, Township 40 North, Range 1 East of the Third Principal Meridian, in Ogle County, Illinois, described as follows: Beginning on the west line of the Southeast Quarter of the Southwest Quarter of said Section 35 at a point 170.75 feet Southeasterly of the centerline of a highway known as the East-West Tollway Extension as said centerline is surveyed and staked out by the Illinois State Toll Highway Authority and recorded in book G-1 of plat survey records on page 11 in the Recorder's Office of Ogle County, Illinois; thence Northerly along the west line of the Southeast Quarter of the Southwest Quarter of said Section 35 which intersects the said centerline at Station 3972 + 33.04 to a point 125 feet Northwesterly of said centerline; thence Northeasterly along a line parallel to the said centerline to the north line of the Southeast Quarter of the Southwest Quarter of said Section 35; thence Easterly along the said north line of the Southeast Quarter of the Southwest Quarter of said Section 35 which intersects the said centerline at Station 3979 + 97.75 to a point 173.48 feet Southeasterly of said centerline; thence Southwesterly along a line parallel to the said centerline to the point of beginning; situated in the County of Ogle and State of Illinois, containing 23.202 acres, more or less.

Parcel 2

That part of the Northwest Quarter of Section 2 in Township 39 North, Range 1 East of the 3rd Principal Meridian, Lee County, Illinois, more particularly described as follows:

Beginning at the northwest corner of Section 2; thence North 88 degrees 31 minutes 54 seconds East along the north line of the Northwest Quarter of Section 2, a distance of 989.20 feet; thence South 20 degrees 47 minutes 18 seconds East, 450.16 feet; thence North 69 degrees 14 minutes 12 seconds East, 1,285.61 feet to the north line of the Northwest Quarter of Section 2; thence North 88 degrees 31 minutes 54 seconds East along the north line, 294.68 feet to the Northeast corner of the Northwest Quarter of Section 2; thence South 00 degrees 30 minutes 26 seconds East along the east line of the Northwest Quarter of Section 2 a distance of 109.40 feet; thence South 69 degrees 13 minutes 39 seconds West, 2,820.64 feet to the west line of the Northwest Quarter of Section 2; thence North 00 degrees 29 minutes 47 seconds West along the west line of the Northwest Quarter of Section 2, a distance of 1,042.01 feet to the point of beginning, containing 28.142 acres, more or less.

Parcel 3

Part of the Southwest Quarter of the Southeast Quarter of Section 35, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows, to-wit:

Beginning at the Southeast corner of said Quarter Quarter Section; thence West along the South line thereof to a point 1658.73 feet East of the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 35; thence Northerly parallel with the West line of said Southwest Quarter of the Southeast Quarter 221.27 feet more or less to the existing airport property; thence North 70 degrees 23 minutes 30 seconds East along the Southerly line of the airport property 1052.55 feet to the East line of the Southwest Quarter of the Southeast Quarter of said Section; thence South along the East line thereof 568.02 feet more or less to the point of beginning; situated in the County of Ogle and State of Illinois, containing 8.84 acres, more or less.

EXHIBIT B-1

(Phase I)

EXHIBIT B-2

(Phase II)

EXHIBIT C-1

(Drainage Easement)

[For Recorder's Use Only]

DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made between the City of Rochelle, a municipal corporation of the State of Illinois, hereinafter referred to as "Grantor" and Seven Group LLC-TIGAN, an Illinois series limited liability company, hereinafter referred to as the "Grantee".

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land described as follows:

HERE INSERT AIRPORT LAND DESCRIPTION INCLUDING THE LAND BEING PURCHASED FROM SEVEN GROUP LLC-TIGAN,

hereinafter collectively referred to as "Parcel I".

B. The Grantee is the owner of a tract of land described as follows:

HERE INSERT 122 ACRES MOL NOT CURRENTLY BEING SOLD BY SEVEN GROUP LLC-TIGAN,

hereinafter collectively referred to as "Parcel II".

C. The Grantor wishes to grant and the Grantee wishes to receive an easement over, under and across several separate parts of Parcel I for the purposes of ground and storm water drainage including the construction of one or more drainage swales and the installation, thereunder or thereon, of one or more underground drain tiles or culverts and related apparatus associated therewith, to preserve and improve the drainage of Parcel II, all being described as follows:

HERE INSERT LEGAL DESCRIPTION OF EAST WEST HEADER PIPE AND JUNCTION BOX AREA, IN WHICH THE HEADER PIPE AND JUNCTION BOX WILL BE CONSTRUCTED,

(hereinafter referred to as the "Header Pipe Easement Area"); and

HERE INSERT LEGAL DESCRIPTION OF THE PROPERTY RUNNING NORTHWESTERLY FROM THE JUNCTION BOX TO END OF THE SWALE EASEMENT AREA IN WHICH THE 30" HEADER DISCHARGE PIPE WILL BE CONSTRUCTED,

(hereinafter sometimes separately called the "Thirty Inch Pipe Easement Area"); and

HERE INSERT THE LEGAL DESCRIPTION OF THE 700 ACRE SWALE AREA THAT ENCOMPASSES THE EXISTING DITCH(ES) AT THE WEST END OF GURLER ROAD, THE SWALE TO BE CONSTRUCTED AND THE NEW REINFORCED CONCRETE STORM CULVERT,

(hereinafter sometimes separately called the "Southeast Properties Easement Area"); and

HERE INSERT THE LEGAL DESCRIPTION OF THE EXISTING ATWOOD SWALE AREA

(hereinafter sometimes separately called the "Existing Atwood Swale").

The Header Pipe Easement Area, the Thirty Inch Pipe Easement Area, the Existing Atwood Swale and Southeast Properties Easement Area are hereinafter collectively referred to as "the Easement Premises". The routes and other details of the proposed drainage swales and drain tiles contemplated by this Agreement are approximately described on **Exhibit B-1** attached hereto and made a part hereof (Grantor and Grantee acknowledge that there is no Exhibit A to this document).

D. Parcel I is presently used, or usable as an airport runway area and Parcel II is presently used as farm land.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

Section 1. Grant of Easement. The Grantor hereby grants to the Grantee, its successors and assigns, as an easement appurtenant to Parcel II, a perpetual easement for storm water drainage and including the construction and installation and use of the drainage swale or swales across the Easement Premises, culvert or culverts and underground drainage tile or tiles under the Easement Premises to be constructed pursuant to other provisions of this Agreement. Grantor shall at Grantor's sole cost and expense cause the drain tiles, culverts and swales mentioned in this Easement Agreement to be constructed in a good and workmanlike manner in accordance with all applicable governmental requirements, and Grantee shall not be responsible to Grantor for any damages to or diminution in value of the Easement Premises and Parcel I caused by Grantor's aforesaid construction or maintenance of the Easement Premises.

Section 2. Restrictions on Access. Grantee is expressly prohibited from entering upon and accessing any of the Easement Premises that lie within the boundaries of the Rochelle Municipal

Airport / Koritz Field, except by and through the procedures set forth herein. If Grantee desires to enter upon or access any Easement Premises within the Airport, Grantee must give written notice to Grantor. No entry or access shall be allowed without the consent of Grantor and without the use of an escort of Airport officials as provided by Grantor. Any access or entry that would violate Federal or State laws, regulations, or ordinances as to the maintenance or operation of an airport is strictly prohibited. This prohibition shall not apply to the Header Pipe Easement Area to the extent said Easement Area is not within the perimeter fence constructed around the Airport property.

Section 3. Phases. The parties acknowledge that Grantor may construct the improvements as described in this Agreement in two phases. Phase I and Phase II are generally depicted and described respectively on **Exhibit B-1 and Exhibit B-2** attached hereto and made a part hereof. When the Grantor begins construction of Phase II of Grantor's Runway 7-25 Extension Project the Grantor shall grant to Grantee drainage easements substantially upon the same terms as this document over, under and across the areas depicted on **Exhibit B-2** and identified as the Existing Swale and New Culverts Easement Area and the Over flow and Spillway Easement Area. When Grantor has granted the Easements contemplated on Exhibit B-2 to Grantee and completed the improvements contemplated to be made to the Existing Swale and New Culverts Easement Area and the Over flow and Spillway Easement Area, Grantee agrees to execute a partial termination of this Easement Agreement but only a termination of that part hereof that has been referred to herein as the Existing Atwood Swale, it being understood that New Culverts Easement Area and the Over flow and Spillway Easement Area will provide drainage in lieu of that provided by the Existing Atwood Swale.

Section 4. Use of Easement Premises. Exclusive use of the Easement Premises is not hereby granted. Use of the Easement Premises is not confined to or conditioned upon the present uses of Parcel II or the present improvements thereon; provided, however, that the use of the Thirty Inch Pipe is limited to subsurface drainage.

Section 5. Maintenance of the Easement Premises. The Grantor agrees to maintain at all times, the improvements to the Easement Premises described in this Agreement, including without limitation, the improvements described in Section 7 subsections 7(a) through 7(e) as well as the replacement of said improvements when reasonably necessary and/or reasonably required by the Grantee. Grantor's maintenance shall include, at a minimum from time to time: (a) observation of the condition of said improvements immediately after storm events which are equal to or of greater magnitude than one and one-half (1.5) inches of rainfall in a twenty-four (24) hour period to ensure that the drainage system is free and clear of debris or other obstruction and, if not, Grantor shall remove any observed debris or other obstruction; and (b) annual observation of the condition of said improvements during a period of low or no flow to assess and maintain active erosion issues or the degradation of swale, overflow spillway, tile or culvert structures including their functionality; and (c) customary maintenance activities such as grading, turf restoration, placement of rip-rap or other erosion protection, tile and culvert repair. All maintenance, by Grantor, including replacement of improvements, shall be accomplished in a timely manner and Grantor shall not otherwise obstruct or interfere with Grantee's use and

enjoyment of the Easement Premises for the uses and purposes contemplated hereby. In the event Grantor fails to timely and promptly maintain the Easement Premises, Grantee shall not have a self-help right of entry but shall have all other remedies available at law or in equity including, without limitation, equitable relief in the form of an injunction, including temporary or permanent mandatory injunctive relief.

Section 6. Division of Dominant Tenement. If Parcel II is hereafter divided into several parts by separation of ownership, by lease or otherwise, all parts shall enjoy the benefit of the easement hereby created. Division of the dominant tenement into separate parts shall not be deemed an unlawful increase of the burden.

Section 7. Improvements to Easement Premises. The Easement Premises shall be improved by Grantor at Grantor's sole cost and expense, all as approximately located on **Exhibits B-1 and B-2** as follows:

- (a) Header Pipe Easement Area. Grantor, within a reasonable period of time after the start of construction of Phase I shall improve the Header Pipe Easement Area with, at a minimum, an 18 inch smooth walled tile discharge header pipe approximately located as depicted on **Exhibit B-1** and an accessible observation and maintenance manhole (or junction box) all of which shall be designed to intercept and collect groundwater from all the presently existing underground drain tiles located on or about Parcel II that drain to Parcel I; and
- (b) Thirty Inch Pipe Easement Area. Grantor, within a reasonable period of time after the start of construction of Phase I shall install under the Thirty Inch Pipe Easement Area a 30 inch tile header discharge pipe to accept and discharge all the groundwater flowing to the Header Pipe Easement Area from Parcel II. The 30 inch tile discharge pipe shall connect to the 18 inch smooth walled pipe in and at the accessible observation and maintenance manhole (or junction box) located under the Header Pipe Easement Area and shall from there run to the downstream end of the New Culverts to be constructed within the Existing Swale and New Culverts Easement Area as approximately depicted on **Exhibits B-1 and B-2**; and
- (c) Existing Swale and New Culverts Easement Area. Grantor, within a reasonable period of time after the start of construction of Phase II shall construct within the Existing Swale and New Culverts Easement Area a drainage ditch, which ditch shall provide substantially similar drainage capacity as the presently existing swale located thereon, and two (2) corrugated metal elliptical pipe culverts having a span of 71 inches and a rise of 47 inches with a design flow of 155 cfs (100-yr.) and a capacity of 204 cfs, equipped with either end wall or headwall. The location and length of the ditch and the two corrugated metal culverts is approximately depicted on **Exhibit B-2**; and

- (d) Overflow and Spillway Easement Area. Grantor, within a reasonable period of time after the start of construction of the Phase II, shall grade and construct upon the Overflow and Spillway Easement Area the emergency overflow spillway depicted on **Exhibit B-2**. The swale shall be turf and have a design flow rate of 150 cfs at an approximate 767.3 elevation; and
- (e) Southeast Properties Easement Area. Grantor, within a reasonable period of time after the start of construction of the Phase I shall construct within the Southeast Properties Easement Area a drainage swale, which swale shall provide substantially similar drainage capacity as the presently existing ditch(es) located thereon, and one (1) arched reinforced concrete culvert having a span of 73 inches and a rise of 45 inches with a design flow of 65 cfs (100 –yr.) and a capacity of 101 cfs equipped with end sections or headwall. The location and length of the swale and the reinforced concrete culvert is approximately depicted on **Exhibit B-1**.

Section 8. Warranties of Title. Grantor warrants that it has good and indefeasible fee simple title to the Easement Premises, subject only to the following permitted title exceptions, none of which shall materially and adversely affect Grantee’s use of the Easement Premises:

- (a) Building and zoning laws, ordinances, state and federal regulations;
- (b) Roads and highways, if any;
- (c) Easements for public utilities, if any;
- (d) Covenants and conditions of record;
- (e) The Lease; and
- (f) General real estate taxes for the year 2011 and subsequent years.

Section 9. Title Insurance and Escrow. Grantor shall apply forthwith for a title insurance policy insuring the easements hereby granted for the benefit of Grantee, in a reasonable amount and in form and substance reasonably satisfactory to Grantee, and, until delivery of the aforesaid title insurance policy to Grantee, Grantor, will make available for inspection by the Grantee any evidence of title currently in Grantor’s possession.

Section 10. Relocation. Grantor reserves the right to relocate the Easement Premises, including those parts thereof referred to herein as: the Header Pipe Easement Area; the Thirty Inch Pipe Easement Area; the Existing Swale and New Culverts Easement Area; the Over flow and Spillway Easement Area; or the Southeast Properties Easement Area as follows:

- A. Grantor shall first notify the Grantee of the proposed relocation by mailing notice to the Grantee at his last address furnished pursuant hereto showing the proposed relocation, probable commencement and completion dates, all by mailing same, postage prepaid, at least 120 days prior to commencement of any such relocation. The notice shall also set forth in engineering terms the entire drainage purpose and proposal contemplated by the

relocation including, at a minimum, computations and reasonably specific plan information sufficient to permit, or allow, an engineering analysis of the proposed drainage system including a comparison to the existing drainage systems.

- B. The easement area shall not be moved to any location at or in any manner as a result of which the drainage benefits to Parcel II contemplated by this Agreement are unreasonably reduced, limited or obstructed in any manner. The Grantor shall at Grantor's sole cost and expense improve the new easement premises with all drainage improvements as may be determined by the mutual agreement of the Parties' engineers to assure that the new easement premises shall in all events provide not less than the same drainage benefits to Parcel II as are contemplated by this Agreement.
- C. At the completion of the work and acceptance of the same by Grantee, with such acceptance not to be unreasonably withheld, the Grantor and the Grantee shall each execute and record an easement grant in substantially the same form as this Agreement granting the new easement to the Grantee in recordable form with return address shown as being to delivered to the Grantee, and shall furnish the Grantee evidence of title satisfactory to the Grantee and title insurance as described in Section 9 above, showing an unencumbered easement in Grantee, whereupon the change in location of the easement premises shall become effective, and appropriate releases of the prior location shall be executed in recordable form and exchanged between the parties hereto, their successors or assigns.

Section 11. Condemnation. Grantor agrees not to attempt to interfere with, or attempt to acquire, through taking by condemnation, eminent domain or any like proceeding, Grantee's right to use the easement area, directly or indirectly. In the event of condemnation proceeding by any entity other than the Grantor, the Grantor and the Grantee shall cooperate in the defense thereof and the proceeds of any award which is attributable to the taking shall be equitably shared between the Grantor and the Grantee. In the event of such a condemnation the Grantor agrees to reasonably cooperate with the Grantee to acquire substitute similar easement rights.

Section 12. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

Section 13. Termination of Covenant Liability. Whenever a transfer of ownership of either parcel takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates, except that the Grantor herein remains liable for breaches of covenants of title set forth in Section 8.

Section 14. Attorneys' Fees. Either party may enforce this instrument by appropriate action and should such party prevail in such litigation, it shall recover as part of its costs reasonable attorneys' fees.

Section 15. Construction. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a

commercially usable right and benefit of enjoyment on the Grantee appurtenant to the Grantee's property is carried out.

Section 16. Notices. Any notice required under this instrument shall be in writing and shall be deemed served upon Grantor or Grantee when personally delivered or deposited for mailing by certified mail to the parties at the addresses set forth following their signatures, unless Grantor or Grantee shall notify the other, in accordance with the terms hereof, of a different address for receipt of notices.

Section 16. Release of Easement. The Grantee herein may terminate this instrument by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto whereupon all rights, duties, and liabilities hereby created shall terminate. For convenience such instrument may run to "the owner or owners and parties interested" in Parcel I.

IN WITNESS WHEREOF, the Grantor and the Grantee have hereunto set their hands and seals this _____ day of _____ A.D. _____.

GRANTOR: CITY OF ROCHELLE,
a municipal corporation of Illinois

GRANTEE: SEVEN GROUP LLC-TIGAN,
an Illinois series limited liability company

By: _____
David S. Plyman
City Manager

authorized agent

Attest: _____
Bruce McKinney
City Clerk

authorized agent

GRANTOR'S NOTICE TO:

City of Rochelle
420 N. 6th St.
Rochelle, Illinois 61068

GRANTEE'S NOTICE TO:

Seven Group LLC – Tigan
c/o Diane Atwood
1500 North Lake Shore Drive #8C
Chicago, Illinois 60610

With copy to:

Charles P. Cole, Jr.
104 Oak Avenue Ste. B
Rochelle, Illinois 61068

And a copy to:
Drinker Biddle & Reath LLP
Attn: Richard Blessen, Esq.
191 North Wacker Drive, Suite 3700
Chicago, Illinois 60606

This Instrument Prepared By
Record and Return to:

Charles P. Cole, Jr.
Attorney at Law
104 Oak Ave, Ste. B
Rochelle, Il 61068
(815) 562-5150

EXHIBIT C-2
(Avigation Easement Legal Description)

[For Recorder's Use Only]

AVIGATION EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that

Seven Group LLC-Tigan, an Illinois series limited liability company

("Grantor"), for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, conveys and warrants to

the City of Rochelle, an Illinois municipal corporation

("Grantee"), and Grantee accepts from Grantor, for the use and benefit of the public, an easement and right of way ("Easement and Right-of-Way"), appurtenant to the Rochelle Municipal Airport ("Airport"), for the unobstructed use and passage of all types of Aircraft (as hereinafter defined) in and through the airspace above Grantor's Property (as hereinafter defined) and also restricting the structures and uses of Grantor's Property, on the following terms:

1. Grantor's Property. Grantor's Property is legally described as follows:

Part of the Northwest Quarter of Section 2, Township 39 North, Range 1 East of the 3rd Principal Meridian, Lee County, Illinois, more particularly described as follows:

Commencing at the northeast corner of the Northwest Quarter of Section 2; thence South 88 degrees 31 minutes 54 seconds West along the north line of the Northwest Quarter, 33.00 feet to the existing westerly Right of Way line of Gurler Road and to the point of beginning; thence South 0 degrees 30 minutes 26 seconds East along the existing westerly Right of Way line, 33.00 feet to the existing southerly right-of-way line of Gurler Road; thence North 88 degrees 31 minutes 54 seconds East along existing southerly right-of-way line, 33.00 feet to the east line of the Northwest Quarter; thence South 0 degrees 30 minutes 26 seconds East along the east line, 76.40 feet; thence South 69 degrees 13 minutes 39 seconds West, 70.36 feet to a point 66 feet west of the east line; thence North 0 degrees 30 minutes 26 seconds West, 66 feet west and parallel to the east line, 132.67 feet to the north line of the Northwest corner; thence North 88 degrees 31 minutes 54 seconds East along the north line, 33.00 feet to the Point of Beginning, containing 0.158 acres, more or less.

2. Airspace. The airspace above Grantor's Property in and through which this Easement and Right-of-Way is granted ("Airspace") is described as follows:

All airspace above the Federal Aviation Regulation (FAR) Part 77, 7:1 side transitional surface for Runway 07-25 located at the Rochelle Municipal Airport (“Transitional Surface”), said Transitional Surface being an imaginary plane rising and extending in a generally Southerly direction with a slope of seven to one (7:1) (one foot of elevation for every seven feet of horizontal distance) beginning 250’ south of and parallel to, and at an elevation equal to that of, the centerline of Runway 07-25 (771’ for purposes of clearance determination and maximum object elevation within this Easement), extending upward in a southerly direction to a point 50’ higher than the beginning point (or approximately 350’ south of the beginning point measured horizontally) and located directly above Grantor’s Property.

3. Permitted Uses. This Easement and Right-of-Way is granted for the purpose of permitting the use and enjoyment of the Airspace by all Aircraft (as hereinafter defined) operating over or in the vicinity of Grantor's Property or in landing at or taking off from, or operating at or on, the Rochelle Municipal Airport, all of which shall be deemed to be Permitted Uses, and shall include all effects resulting from said Permitted Uses, including without limitation, the following: noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said Aircraft), fear, interference with sleep and communication, and Grantor does hereby fully waive, remise, and release any right, claim or cause of action which Grantor may now have or which Grantor or Grantor's successors or assigns may have in the future against Grantee or Grantee's successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by any of the Permitted Uses.

4. Prohibition on Use of Grantor's Property. Grantor, for itself, its successors, and assigns, does hereby agree that for and during the life of this Easement and Right-of-Way, it will not erect, permit the erection or growth of, or permit or suffer to remain upon Grantor’s Property, any of the following structures or objects, or any of the following uses:

(a) any building, structure, tree, or other object, extending into the airspace above the aforesaid Transitional Surface;

(b) any places of public assembly, such as, churches, schools, office buildings, shopping centers, restaurants, child care facilities, and stadiums;

(c) any structures, objects or uses which could create electrical interference with radio communication between any installation upon said Airport and Aircraft;

(d) any structures, objects or uses which might create glare or misleading lights, or make it difficult for flyers to distinguish between airport lights and others;

(e) any residences or fuel handling and storage facilities;

(f) any structures, objects or uses which might cause a discharge of, or which might generate, fumes, dust or smoke so as to impair visibility in the vicinity of the Airport or so as otherwise to endanger the landing, taking off or maneuvering of Aircraft;

(g) any structures, objects or uses which might create a potential for attracting birds and other wildlife which may pose a hazard to Aircraft.

5. Right to Remove Prohibited Structures or Uses. Grantee shall have the continuing right to prevent the erection or growth upon Grantor's Property of any such prohibited structures or objects, and to remove, or at the sole option of the Grantee, to mark and light as obstructions to air navigation, any such prohibited building, structure, tree or other object now upon, or which in the future may be upon, Grantor's Property, or to take such actions as necessary to prevent such prohibited uses upon Grantor's Property, together with the right of ingress to, egress from, and passage over Grantor's Property for the above purpose.

6. Easement to Run with the Land. This Easement and Right-of-Way shall be appurtenant to and for the benefit of the real property now known as Rochelle Municipal Airport ("Airport") including any additions thereto wherever located, hereafter made by the City of Rochelle, or its successors and assigns, guests and invitees, including any and all persons, firms, or corporations operating aircraft to or from the Airport. This Easement and Right-of-Way, and all of the covenants and agreements contained herein, shall run with the land and shall be binding upon the successors or assigns of the Grantor and transferees of the Grantor's Property. This Easement and Right-of-Way, and all rights appertaining thereto unto the Grantee, its successors and assigns, shall continue until said Rochelle Municipal Airport shall be abandoned and shall cease to be used for public airport purposes.

7. Aircraft. As used herein, the term "Aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

IN WITNESS WHEREOF, the parties have signed and delivered this instrument as of the date set forth below

Dated this _____ day of _____, 2012.

GRANTOR:
SEVEN GROUP, LLC – TIGAN, an Illinois
limited liability company

By: _____

Its Authorized Member

GRANTEE:
CITY OF ROCHELLE, an Illinois
municipal corporation

By: _____
David S. Plyman
City Manager

Attest: _____
Bruce McKinney
City Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

I, the undersigned notary public, do hereby certify that _____, an authorized agent of Seven Group LLC - Tigan, an Illinois limited liability company, 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 she signed and delivered the said instrument in said capacity, pursuant to authority of the governing body and governing instruments of said limited liability company.

Given under my hand and official seal, this _____ day of _____, 20__.

(SEAL)

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 _____, 20__.

(SEAL)

NOTARY PUBLIC

Document Prepared By:
ALAN H. COOPER
Law Offices of Alan H. Cooper
233 East Route 38, Suite 202
P. O. Box 194
Rochelle, IL 61068
(815) 562-2677

Return To:
ALAN H. COOPER
Law Offices of Alan H. Cooper
233 East Route 38, Suite 202
P. O. Box 194
Rochelle, IL 61068
(815) 562 2677

**EXHIBIT C-3
(Ingress/Egress Easement)**

[For Recorder Use Only]

ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that

the City of Rochelle, an Illinois municipal corporation

(Grantor), for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, conveys and warrants to

Seven Group LLC-Tigan, an Illinois series limited liability company

("Grantee"), a permanent, non-exclusive easement to, on, over, under, along and across the Easement Premises (as hereinafter defined), for vehicular and/or pedestrian access to and from (and from and to) Grantee's property located adjacent to and south of the Easement Premises ("Grantee's Property") for the purpose of ingress, egress, and accessing and maintaining Grantee's property ("Easement").

The Easement Premises are more particularly described as follows:

Part of the Southwest Quarter of Section 35, Township 40 North, Range 1 East of the 3rd Principal Meridian, Ogle County, Illinois, more particularly described as follows:

Commencing at the southeast corner of the Southwest Quarter of Section 35; thence South 88 degrees 31 minutes 54 seconds West along the south line of the Southwest Quarter, 32.32 feet to the existing westerly right-of-way line of Gurler Road and the point of beginning; thence continuing South 88 degrees 31 minutes 54 seconds West along the south line, 33.00 feet; thence North 0 degrees 30 minutes 26 seconds West, 33.00 feet; thence North 88 degrees 31 minutes 54 seconds East, 33.00 feet; to the westerly Right of Way line, thence South 0 degrees 30 minutes 26 seconds East along the existing westerly right-of-way line, 33.00 feet to the Point of Beginning, containing 0.025 acres, more or less.

PIN:

Common Address: N/A

All situated in the Township of Flagg, County of Ogle in the State of Illinois.

This Easement specifically includes the right of the Grantee to traverse any portion of the Easement Premises as reasonably necessary to access Grantee's Property for the purposes set

forth herein. Grantee hereby acknowledges that Grantor may make other uses of the Easement Premises that do not unreasonably interfere with this Easement.

Grantor shall maintain and repair (or cause to be maintained and repaired), at Grantor’s cost and expense, all private roads currently located or to be located upon the Easement Premises (each a “Road”, and collectively, the “Roads”) in good repair such that Grantee’s vehicular access to Grantee’s Property is not impaired. No walls, fences or barriers of any sort or nature shall be constructed or erected on or over the Roads that would prevent or limit the reasonable movement of vehicular traffic by Grantee to and from Grantee’s Property.

Grantor, for itself and its 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 Premises, and do and perform any and all acts necessary or convenient for effectuating the purposes for which this grant is made.

Grantee hereby covenants and agrees, and this Easement is hereby granted upon the express condition that, reasonable care, skill and diligence will be used in going on, over or through said Easement Premises; that all the work is to be done in such a manner as in no way to unreasonably endanger or interfere with the use of the property of the Grantor and 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 using of said Easement Premises; excluding such loss or damage to the extent attributable to the negligence of Grantor, that it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon.

Grantor agrees not to attempt to interfere with, or attempt to acquire, through taking by condemnation, eminent domain or any like proceeding, Grantee's right to use the easement area, directly or indirectly. In the event of condemnation proceeding by any entity other than the Grantor, the Grantor and the Grantee shall cooperate in the defense thereof and the proceeds of any award which is attributable to the taking shall be equitably shared between the Grantor and the Grantee. In the event of such a condemnation the Grantor agrees to reasonably cooperate with the Grantee to acquire substitute similar easement rights.

Dated this ____ day of _____, 2012.

GRANTOR:
CITY OF ROCHELLE, an Illinois
municipal corporation

GRANTEE:
SEVEN GROUP, LLC – TIGAN, an
Illinois series limited liability
company

By: _____
David S. Plyman
City Manager

By: _____

Its Authorized Member

Attest: _____
Bruce McKinney
City Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

I, the undersigned notary public, do hereby certify that Diane Atwood, the Manager of Seven Group LLC - Tigan, an Illinois series limited liability company, 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 she signed and delivered the said instrument in said capacity, pursuant to authority of the governing body and governing instruments of said limited liability company.

Given under my hand and official seal, this _____ day of _____,
20____.

(SEAL)

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 _____,
20____.

(SEAL)

NOTARY PUBLIC

Prepared by and Return to:
ALAN H. COOPER
Law Offices of Alan H. Cooper
233 E. Route 38, Suite 202
P.O. Box 194
Rochelle, Illinois
(815) 562-2677