

ROADWAY DEDICATION AGREEMENT

This Roadway Dedication Agreement ("Agreement"), entered into as of the 25th day of October, 2016, by the CITY OF ROCHELLE, an Illinois municipal corporation ("City"), and PATRICIA S. BURCH, individually and d/b/a Professional Storage ("Developer"):

WITNESSETH

THAT WHEREAS, by Ordinance #04-3276 dated October 25, 2004, and recorded in the Office of the Recorder, Ogle County, Illinois, on December 16, 2004, as Document Number 200414472, the City vacated a portion of Cherry Avenue and Van Buren (First) Street, City of Rochelle ("Vacated Roadway"), referred to therein as parcel 1, together with other property referred to therein as parcel 2, and transferred the Vacated Roadway to the Developer; and

WHEREAS, the purpose of said vacation was to accommodate the planned development of Developer's adjacent properties to be rail-served properties; and

WHEREAS, the planned development never came to fruition, and the Developer now wishes to dedicate the Vacated Roadway back to the City; and

WHEREAS, the City is willing to accept said dedication on certain conditions set forth in this Agreement, including the satisfactory construction of roadway improvements, an easement to assist in snow removal, and drainage easements to be used if it becomes necessary to relocate a storm sewer which presently runs beneath a building;

NOW, THEREFORE, in consideration of the promises contained herein, the parties do hereby agree as follows:

1. **Dedication**. The Developer shall dedicate, and the City shall accept the dedication of, the Vacated Roadway, as legally described and depicted on **Exhibit A** attached hereto, upon satisfactory completion of Developer's obligations, as set forth in this Agreement. The dedication shall include only the Vacated Roadway, and not the other property vacated by Ordinance #04-3276.

2. **Roadway Evaluation and Upgrades**. The Developer shall allow the City to conduct an engineering evaluation of the Vacated Roadway to determine its existing condition and the necessity for upgrades. Upon completion of its evaluation, the City will advise the Developer of upgrades deemed necessary for acceptance of the Vacated Roadway, which shall include, at a minimum, the following:

- (a) concrete pavement restoration along the sanitary sewer trench (to be completed by Developer before the City begins any asphalt paving resurfacing work);
- (b) correction of all asphalt surface failures, sub-base failures and/or potholes;
- (c) profiling of roadway and cross-slope corrections made by grading measures, including additional aggregate base course material;
- (d) completion of paving over existing aggregate or remaining surface course.

The estimated costs for items (b), (c) and (d) are attached to this Agreement as **Exhibit B**. Developer's responsibility for these costs shall not exceed \$30,000. The City shall pay for any costs which exceed \$30,000.

3. **Payment.** Upon written notice sent to Developer at 112 Cherry Avenue, Rochelle, IL, that City is about to begin the work set forth in Exhibit B to this Agreement, Developer shall within 30 days of the date of said notice pay to the City the sum of \$30,000 to be applied to the completion of the aforesaid work. The City shall periodically provide in writing to Developer an accounting of the application of the deposited funds. Upon completion of the work to be performed by the City under this Agreement and payment therefor, any funds remaining from the deposited funds shall be promptly returned to Developer.

4. **Closing of Dedication.** Upon satisfactory completion of the roadway improvements, the parties shall schedule a closing of the dedication of the Vacated Roadway to the City. At closing, Developer shall deliver to the City the following:

- (a) a title commitment showing Developer's ownership of the Vacated Roadway in fee simple, free and clear of liens, encumbrances, and title defects, except as may be permitted by the City;
- (b) a warranty deed conveying the Vacated Roadway to the City;
- (c) a permanent easement to the City, in the form attached hereto as **Exhibit C**, for the purpose of allowing the City to store snow removed from the Vacated Roadway;
- (d) drainage easements from Developer and Benjamin Burch to the City, in the form attached hereto as **Exhibits D and E**, for the purpose of allowing

the City to relocate the existing storm sewer which flows under a building in the event of a failure of the storm sewer; and

- (e) such other documents as are reasonably necessary to close the dedication in accordance with this Agreement.

5. **Post-Closing Obligations.** Developer shall reimburse the City for the City's attorney's fees incurred in connection with this Agreement, up to \$2,000.00. City shall have no responsibility for maintenance of driveways from the edge of the pavement roadway to the right-of-way line. Nothing contained herein shall be construed to require the City to accept any real estate that is improved with a rail line, rail spur, or other railroad improvement.

6. **Term.** This Agreement shall terminate on June 30, 2017. If the improvements are not complete by June 30, 2017, this Agreement shall be null and void, and City shall have no obligation to accept Developer's dedication of the Property.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties.

CITY OF ROCHELLE, an Illinois
municipal corporation

DAVID S. PLYMAN
City Manager

PATRICIA S. BURCH,
individually and d/b/a
Professional Storage

Attest: _____
BRUCE McKINNEY
City Clerk

ALAN H. COOPER
Attorney at Law
233 East Route 38, Suite 202
P.O. Box 194
Rochelle, IL 61068
(815) 562-2677

STATE OF ILLINOIS)
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 _____,
2016.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF OGLE)

I, the undersigned notary public, do hereby certify that PATRICIA S. BURCH, individually and d/b/a Professional Storage, 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.

Given under my hand and official seal, this ____ day of _____,
2016.

(SEAL)

NOTARY PUBLIC

EXHIBIT A
(Legal Description)

Parcel 1

That portion of Cherry Avenue located between Second Street and Van Buren Street (Now First Street) described as follows:

Beginning at the Northeast corner of the intersection of Second Street and Cherry Avenue; thence North 90 degrees 00 minutes 00 seconds East along the North right of way line of Cherry Avenue a distance of 264.03 feet to the North West corner of the intersection of First Street and Cherry Avenue; thence South 00 degrees 27 minutes 19 seconds West a distance of 33.00 feet to the centerline of Cherry Avenue; thence North 90 degrees 00 minutes 00 seconds a distance of 33.00 feet to the centerline of First Street; thence S 00 degrees 27 minutes 19 seconds West along the centerline of First Avenue 23.00 feet to the North line of a previous vacation; thence North 90 degrees 00 minutes 00 seconds West along the said North line 99.00 feet; thence South 00 degrees 27 minutes 19 seconds West 10.00 feet to the South line of Cherry Avenue; thence North 90 degrees 00 minutes 00 seconds West a distance of 197.67 feet to the South East corner of the intersection of Second Street and Cherry Avenue; thence North 00 degrees 11 minutes 07 seconds East 66.00 feet to the point of beginning all containing 0.47 acres more or less, subject to any utilities on or across said property and easement of record, all located in the City of Rochelle, Township of Flagg, County of Ogle and the State of Illinois.

EXHIBIT B
(Cost Estimates)

Removal and disposal of unsuitable material, including full depth pavement removal and subbase granular material backfill CA-2 or equal, 160 SY = \$3,900

Aggregate Surface Course Backfill @ EOP Ty B, 90 TON = \$1,500

Area Reflective crack control, 940 SY = \$2,900

Prime Coat, 1 LS = \$500

Hot Mix Asphalt Binder level, 60 TON = \$5,500

Hot Mix Asphalt Surface Course, 145 TON = \$15,000

Pavement Striping, 1 LS = \$700

Total Estimated cost of street upgrade improvements = \$30,000

EXHIBIT C
(Snow Storage Easement)

**EASEMENT AGREEMENT FOR
SNOW STORAGE**

RETURN TO:

Alan H. Cooper
Attorney at Law
233 East Route 38, Suite 202
P. O. Box 194
Rochelle, IL 61068

KNOW ALL MEN BY THESE PRESENTS, that

PATRICIA S. BURCH, Individually and d/b/a Professional Storage

(Grantor), of the City of Rochelle, in the County of Ogle and State of Illinois, for good and valuable consideration, 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 easement for snow storage over, along, upon and through said permanent easement hereinafter described.

The permanent easement ("Easement") consists of three areas which are more particularly described as follows and depicted in a survey dated June 30, 2015 performed by Survey Tech as file S176-15, a copy of which is attached hereto as Exhibit A:

Area No. 1:

Beginning at the Southwest Corner of said Lot 4; thence North 00 degrees 27 minutes 35 seconds East along the West line of said Lot 4, a distance of 30.00 feet; thence North 90 degrees 00 minutes 00 seconds East, parallel with the South Line of said Lot 4, a distance of 30.00 feet; thence South 00 degrees 27 minutes 35 seconds West, parallel with the West Line of said Lot 4, a distance of 30.00 feet to the South Line of said Lot 4; thence South 90 degrees 00 minutes 00 seconds West along said South Line, a distance of 30.00 feet to the Point of Beginning, containing 900 square feet, subject to all

easement, agreements, city codes and/or ordinances of record, if any, all situated in the City of Rochelle, County of Ogle, and the State of Illinois.

PIN # Part of 24-24-456-002

Area No. 2:

Beginning at the Northwest Corner of said Lot 1; thence North 90 degrees 00 minutes 00 seconds East along the North Line of said Lot 1, a distance of 65.46 feet to the Northerly Line of a 18 foot easement for a railroad spur track as recorded in Deed Book 259, page 195 in the Ogle County Recorder's Office; thence South 52 degrees 40 minutes 28 seconds West along said Northerly Line, a distance of 82.53 feet to the Northerly Right-of-Way line of the Union Pacific Railroad; thence South 73 degrees 37 minutes 01 seconds West along said Northerly Right-of-Way Line, a distance of 34.43 feet to a point on the Southerly projection of the centerline of a public road designated Second Street; thence North 00 degrees 11 minutes 07 seconds East along said Southerly projection, a distance of 59.78 feet to the Southerly Right-of-Way line of a public road designated Cherry Avenue; thence South 89 degrees 58 minutes 51 seconds East along said Southerly Right-of-Way Line, a distance of 33.00 feet to the Point of Beginning, containing 3,450 square feet, subject to all easement, agreements, city codes and/or ordinances of record, if any, all situated in the City of Rochelle, County of Ogle, and the State of Illinois.

PIN #: Part of 24-24-503-006 and part of 24-24-457-007

Area No. 3:

Commencing at the Northwest Corner of said Lot 1 of Block 7 of Palmer's Third Addition to the City of Rochelle, a subdivision as recorded in the Ogle County Recorder's Office; thence North 90 degrees 00 minutes 00 seconds East along the North Line of said Block 7, a distance of 197.67 feet; thence North 00 degrees 27 minutes 19 seconds East, parallel with the centerline of said vacated Van Buren Street, a distance of 10.00 feet; thence North 90 degrees 00 minutes 00 seconds East, parallel with the North Line of said Block 7, a distance of 99.00 feet to the centerline of said vacated Van Buren Street, said point being the Point of Beginning of the hereinafter described easement; thence continuing North 90 degrees 00 minutes 00 seconds East on a extension of the last described course, a distance of 33.00 feet; thence South 00 degrees 27 minutes 19 seconds West, parallel with the centerline of said vacated Van Buren Street, a distance of 50.00 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 33.00 feet to the centerline of said vacated Van Buren Street; thence North 00 degrees 27 minutes 19 seconds East along said centerline, a distance of 50.00 feet to the Point of Beginning, containing 1,650 square feet, subject to all easement, agreements, city codes and/or ordinances of record, if any, all situated in the City of Rochelle, County of Ogle,

and the State of Illinois.

PIN #: Part of 24-24-457-015
Common Address: 101 Cherry Avenue

All situated in the City of Rochelle, County of Ogle, in the State of Illinois, and said Grantor hereby release and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantor, for herself and her 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.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence will be used in moving and storing snow on the Easement, so as to leave the ground in substantially the same condition that existed before the snow was stored thereon, and that snow shall not be stored so as to block access to Grantor's adjacent property to the east of the Easement (including east of Area 3). Nothing herein shall prohibit Grantor from obtaining a building permit for a driveway across Area 3 to property east of Area 3.

Dated this ____ day of _____, 2016.

Patricia S. Burch, Individually and
d/b/a Professional Storage, Grantor

The City of Rochelle, an Illinois
municipal corporation, Grantee

By: _____
Patricia S. Burch

By: _____
City Manager

Attest: _____
City Clerk

[NOTARIZATION PAGE FOLLOWS]

EXHIBIT D
(Drainage Easement – Patricia S. Burch)

DRAINAGE EASEMENT AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS, that

Patricia S. Burch

(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, an easement for the purpose of draining surface and/or subsurface waters, by means of ditches, swales, levees, storm sewers, stormwater lines or other structures (Stormwater Facilities) through, across, over and under certain premises owned by Grantor and legally described as follows (Easement Premises), on the terms set forth herein:

Part of the Southeast Quarter of Section 24, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northwest Corner of said Lot 1 of Block 7 of Palmer's Third Addition to the City of Rochelle, a subdivision as recorded in the Ogle County Recorder's Office; thence North 90 degrees 00 minutes 00 seconds East along the North Line of said Block 7, a distance of 197.67 feet; thence North 00 degrees 27 minutes 19 seconds East, parallel with the centerline of said vacated Van Buren Street, a distance of 10.00 feet; thence North 90 degrees 00 minutes 00 seconds East, parallel with the North Line of said Block 7, a distance of 99.00 feet to the centerline of said vacated Van Buren Street, said point being the Point of Beginning of the hereinafter described easement; thence continuing North 90 degrees 00 minutes 00 seconds East on an extension of the last described course, a distance of 115.00 feet; thence North 00 degrees 27 minutes 19 seconds East, parallel with the centerline of said vacated Van Buren Street, a distance of 141.46 feet; thence South 89 degrees 58 minutes 43 seconds West, a distance of 20.00 feet; thence South 00 degrees 00 minutes 27 seconds West, a distance of 121.46 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 95.00 feet; thence South 00 degrees 27 minutes 19 seconds West, a distance of 20.00 feet to the Point of Beginning, containing 4,729 square feet, subject to all easement, agreements, city codes and/or ordinances of record, if any, all situated in the City of Rochelle, County of Ogle, and the State of Illinois.

Property Tax ID #: **Part of 24-24-457-004 and part of 24-24-456-002**
Common Address: **101 Cherry Avenue, Rochelle, IL**
Plat of Survey: **Survey-Tech S17316-1 u/d 8-24-2016 (copy attached).**

Grantor, for itself and its transferees, successors and assigns, hereby covenants to and with Grantee, that Grantee's officers, agents, employees or persons under contract with it, may at any and all times, when necessary or convenient to do so, go over and upon the Easement Premises to do and perform any and all acts necessary or convenient to the carrying into effect, the purposes for which this grant is made; that Grantor shall not disturb, injure, molest, or in any manner interfere with any of the Stormwater Facilities or material for laying, maintaining, operating, or repairing the same in, over or upon the Easement Premises.

Grantor further covenants that no buildings shall be placed on the Easement Premises; that no trees or shrubs shall be placed upon the Easement Premises, but the Easement Premises may otherwise be used for landscaping and other purposes that do not then or later interfere with the Grantee's uses and rights; that no dredged or fill/embankment material shall be placed upon the Easement Premises; and that no fences shall be erected upon the Easement Premises that in any way will restrict the uses herein granted.

The right is hereby granted to Grantee to remove any buildings, structures, pavements, sidewalks or fences, and to cut down, trim, or remove any trees, shrubs or other plants that interfere with the operation of or access to the Stormwater Facilities. Grantee shall not be responsible for the replacement of any such buildings, structures, pavements, sidewalks, improvements, fences, trees, shrubs, or landscaping so removed during the exercise of Grantee's rights hereunder. Replacement of such items shall be the responsibility of the Grantor, or its transferees, successors or assigns.

Grantee hereby covenants that it will perform all of the work hereby authorized on the Easement Premises with care, skill and diligence and that it will prosecute said work in such a manner as in no way to endanger or interfere with the use of the remaining property of the Grantor of which the Easement Premises are a part (Grantor's Remaining Property); that Grantee will perform said work in such a way as not to damage the Grantor's Remaining Property or remove the support of the same; that Grantee will save Grantor harmless from any and all damage caused by Grantee to buildings or improvements of Grantor on Grantor's Remaining Property and from all loss and damage Grantor may sustain growing out of or arising in any manner from the construction, maintenance, repairing, altering, changing, using or removal of the Stormwater Facilities; and that upon completion of the construction of the Stormwater Facilities, Grantor will restore the surface of the Easement Premises to the same condition in which it was prior to Grantee's entrance thereon, except for changes necessitated by the Stormwater Facilities.

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

Dated this _____ day of _____, 2016.

(Grantor)

The City of Rochelle, an Illinois
municipal corporation (Grantee)

By: _____
City Manager

Attest:

City Clerk

[NOTARIZATION PAGE FOLLOWS]



FOURTH AVENUE

FOURTH AVENUE

CERTIFICATE OF SURVEY

STATE OF ILLINOIS)
 COUNTY OF OGLE) SS

I, Dale E. Wallace, an Illinois Professional Land Surveyor, hereby certify that the following described property was surveyed by me or under my direct supervision. I further certify that I am duly qualified to perform the duties of a Professional Land Surveyor. My knowledge and belief in degrees, minutes and seconds. Bearings are for description purposes and relative only to each other.

OF PROPERTY DESCRIBED AS: Part of the Southeast Quarter of Section 24, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northwest Corner of said Lot 1 of Block 7 of Palmer's Third Addition to the City of Rochelle, a subdivision as recorded in the Ogle County Recorder's Office; thence North 59 degrees 00 minutes 00 seconds East along the North Line of said Block 7, a distance of 177.57 feet; thence North 00 degrees 27 minutes 19 seconds East, parallel with the centerline of said Van Buren Street, a distance of 18.00 feet; thence North 90 degrees 00 minutes 00 seconds East, parallel with the centerline of said Block 7, a distance of 99.00 feet to the centerline of said Van Buren Street; thence North 00 degrees 00 minutes 00 seconds East on an extension of the last described course, a distance of 115.00 feet; thence North 00 degrees 27 minutes 19 seconds East, parallel with the centerline of said Van Buren Street, a distance of 141.46 feet; thence South 89 degrees 58 minutes 43 seconds West, a distance of 20.00 feet; thence South 00 degrees 00 minutes 27 seconds West, a distance of 121.46 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 93.00 feet; thence South 00 degrees 27 minutes 19 seconds West, a distance of 20.00 feet to the Point of Beginning, containing 4,729 square feet, subject to all easements, agreements, city codes and/or ordinances of record, if any, all situated in the City of Rochelle, County of Ogle, and the State of Illinois.

Dated this 28th day of August, 2016, at the office of Survey-Tech.

Dale E. Wallace, Illinois Professional Land Surveyor No. 35,2821



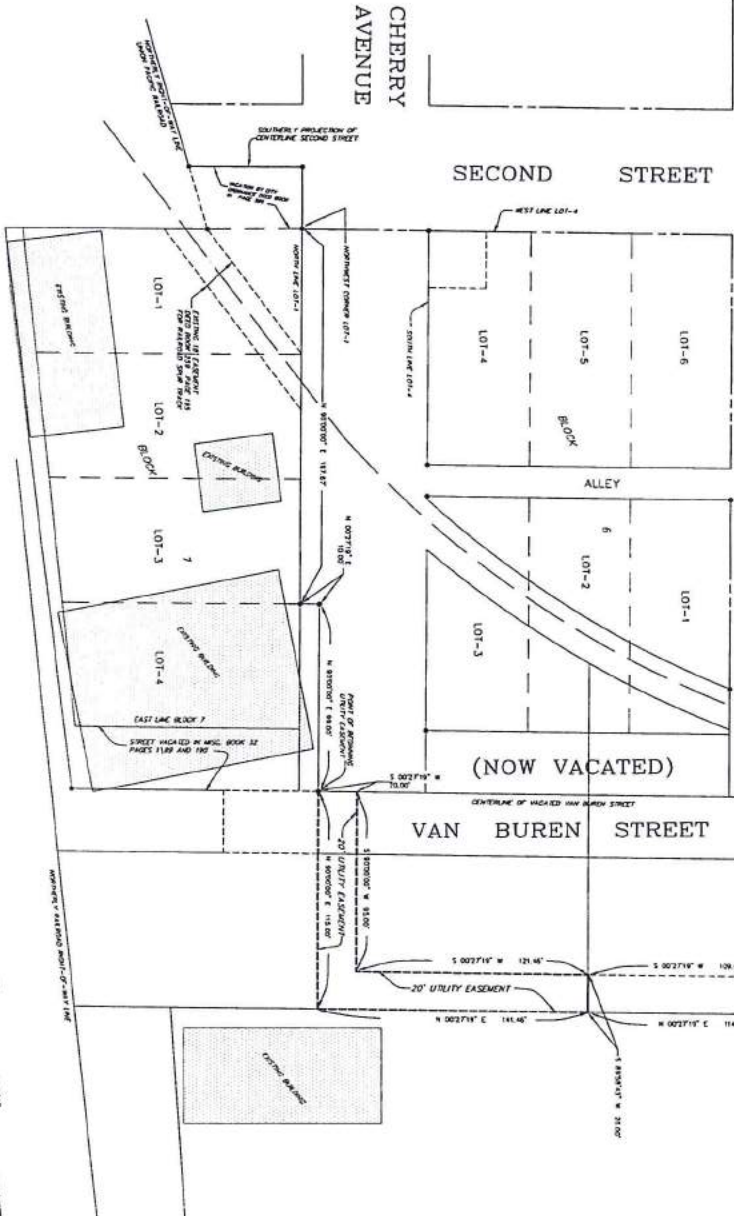
Expires 11-30-2018
 This Professional Service conforms with the Current Illinois Manual Standards for a Surveyor's Survey.

Survey-Tech
 A Division of C.E.S., Inc.
 PROFESSIONAL DESIGN FIRM LICENSE NO. 184-001260
 1625 W. 11th Street, Rochelle, IL 61068
 (815) 861-8371 FAX (815) 862-4550
 DRAMW BTJ: DJW
 REVISED

DATE: 8-24-2016
 SCALE: 1" = 30'
 CITY OF ROCHELLE
 UTILITY EASEMENT
 P.L.C. NUMBER: 373-18

REVISIONS:
 1. DATE: 8-24-2016
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 100. DATE: 8-24-2016

UNION PACIFIC RAILROAD



CHERRY AVENUE

SECOND STREET

VAN BUREN STREET

(NOW VACATED)

LEGEND

- REVISIONS
- BOUNDARY
- PROPERTY
- RAILROAD
- UTILITY EASEMENT
- RIGHT-OF-WAY LINE

MAP: 373B-18

EXHIBIT E
(Drainage Easement-Benjamin Burch)

DRAINAGE EASEMENT AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS, that

Benjamin W. Burch

(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, an easement for the purpose of draining surface and/or subsurface waters, by means of ditches, swales, levees, storm sewers, stormwater lines or other structures (Stormwater Facilities) through, across, over and under certain premises owned by Grantor and legally described as follows (Easement Premises), on the terms set forth herein:

Part of the Southeast Quarter of Section 24, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northwest Corner of said Lot 1 of Block 7 of Palmer's Third Addition to the City of Rochelle, a subdivision as recorded in the Ogle County Recorder's Office; thence North 90 degrees 00 minutes 00 seconds East along the North Line of said Block 7, a distance of 197.67 feet; thence North 00 degrees 27 minutes 19 seconds East, parallel with the centerline of said vacated Van Buren Street, a distance of 10.00 feet; thence North 90 degrees 00 minutes 00 seconds East, parallel with the North Line of said Block 7, a distance of 99.00 feet to the centerline of said vacated Van Buren Street; thence continuing North 90 degrees 00 minutes 00 seconds East on a extension of the last described course, a distance of 115.00 feet; thence North 00 degrees 27 minutes 19 seconds East, parallel with the centerline of said vacated Van Buren Street, a distance of 141.46 feet to the Point of Beginning of the hereinafter described easement; thence continuing North 00 degrees 27 minutes 19 seconds East, a distance of 114.04 feet to the Southerly Right-of-Way line of a public road designated Fourth Avenue; thence South 76 degrees 59 minutes 40 seconds West along said Southerly Right-of-Way line, a distance of 20.56 feet; thence South 00 degrees 00 minutes 27 seconds West, a distance of 109.42 feet; thence North 89 degrees 58 minutes 43 seconds East, a distance of 20.00 feet to the Point of Beginning, containing 2,235 square feet, subject to all easement,

agreements, city codes and/or ordinances of record, if any, all situated in the City of Rochelle, County of Ogle, and the State of Illinois.

Property Tax ID #: 24-24-457-015
Common Address: 101 Cherry Avenue, Rochelle, IL
Plat of Survey: Survey-Tech S17316-2 u/d 8/24/2016 (copy attached)

Grantor, for itself and its transferees, successors and assigns, hereby covenants to and with Grantee, that Grantee's officers, agents, employees or persons under contract with it, may at any and all times, when necessary or convenient to do so, go over and upon the Easement Premises to do and perform any and all acts necessary or convenient to the carrying into effect, the purposes for which this grant is made; that Grantor shall not disturb, injure, molest, or in any manner interfere with any of the Stormwater Facilities or material for laying, maintaining, operating, or repairing the same in, over or upon the Easement Premises.

Grantor further covenants that no buildings shall be placed on the Easement Premises; that no trees or shrubs shall be placed upon the Easement Premises, but the Easement Premises may otherwise be used for landscaping and other purposes that do not then or later interfere with the Grantee's uses and rights; that no dredged or fill/embankment material shall be placed upon the Easement Premises; and that no fences shall be erected upon the Easement Premises that in any way will restrict the uses herein granted.

The right is hereby granted to Grantee to remove any buildings, structures, pavements, sidewalks or fences, and to cut down, trim, or remove any trees, shrubs or other plants that interfere with the operation of or access to the Stormwater Facilities. Grantee shall not be responsible for the replacement of any such buildings, structures, pavements, sidewalks, improvements, fences, trees, shrubs, or landscaping so removed during the exercise of Grantee's rights hereunder. Replacement of such items shall be the responsibility of the Grantor, or its transferees, successors or assigns.

Grantee hereby covenants that it will perform all of the work hereby authorized on the Easement Premises with care, skill and diligence and that it will prosecute said work in such a manner as in no way to endanger or interfere with the use of the remaining property of the Grantor of which the Easement Premises are a part (Grantor's Remaining Property); that Grantee will perform said work in such a way as not to damage the Grantor's Remaining Property or remove the support of the same; that Grantee will save Grantor harmless from any and all damage caused by Grantee to buildings or improvements of Grantor on Grantor's Remaining Property and from all loss and damage Grantor may sustain growing out of or arising in any manner from the construction, maintenance, repairing, altering, changing, using or removal of the Stormwater Facilities; and that upon completion of the construction of the Stormwater

Facilities, Grantor will restore the surface of the Easement Premises to the same condition in which it was prior to Grantee's entrance thereon, except for changes necessitated by the Stormwater Facilities.

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

Dated this _____ day of _____, 2016.

(Grantor)

The City of Rochelle, an Illinois
municipal corporation (Grantee)

By: _____
City Manager

Attest:

City Clerk

[NOTARIZATION PAGE FOLLOWS]

STATE OF ILLINOIS)
) SS
COUNTY OF)

BEFORE ME, the undersigned notary public, on this day personally appeared Benjamin W. Burch and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the purposes set forth therein.

Given under my hand and notarial seal this ____ day of _____, _____ 2016.

Notary Public

(SEAL)

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.

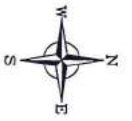
Given under my hand and notarial seal, this _____ day of _____, 2016.

(SEAL)

NOTARY PUBLIC

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

Return To:
ALAN H. COOPER
Attorney at Law
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P. O. Box 194
Rochelle, IL 61068
(815) 562 2677



FOURTH AVENUE

FOURTH AVENUE

CERTIFICATE OF SURVEY

STATE OF ILLINOIS)
 COUNTY OF COLE)
) SS

I, Dale E. Wallace, an Illinois Professional Land Surveyor, hereby certify that the following description and plat is a true and correct representation of said survey to the best of my knowledge and belief. Dimensions are given in feet and decimals of a foot thereof. Bearings shown hereon are in degrees, minutes and seconds. Bearings are for description purposes and relative only to each other.

OF PROPERTY DESCRIBED AS: Part of the Southeast Quarter of Section 24, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northwest Corner of said Lot 1 of Block 7 of Palmer's Third Addition to the City of Rochelle, a subdivision as recorded in the Cole County Recorder's Office; thence North 89 degrees 00 minutes 00 seconds East, 192.25 feet to the East End of a line with the centerline of said vacated Van Buren Street, a distance of 10.00 feet; thence North 90 degrees 00 minutes 00 seconds East, parallel with the North Line of said Block 7, a distance of 99.00 feet to the centerline of said vacated Van Buren Street; thence continuing North 90 degrees 00 minutes 00 seconds East on an extension of the last described course, a distance of 115.00 feet; thence North 60 degrees 27 minutes 19 seconds East, parallel with the centerline of said vacated Van Buren Street, a distance of 141.46 feet to the Point of Beginning of the hereinafter described easement; thence continuing North 09 degrees 27 minutes 19 seconds East, a distance of 114.04 feet to the Southerly High-of-Way line of a public road designated Fourth Avenue; thence South 76 degrees 39 minutes 40 seconds West along said Southerly High-of-Way line, a distance of 20.56 feet; thence South 08 degrees 00 minutes 27 seconds West, a distance of 109.43 feet; thence North 89 degrees 38 minutes 49 seconds East, a distance of 20.00 feet to the Point of Beginning, containing 2233 square feet, subject to all other claims and liens of any kind, to be shown by a separate survey; thence North 89 degrees 38 minutes 49 seconds East, a distance of 109.43 feet; thence South 08 degrees 00 minutes 27 seconds West, a distance of 20.56 feet; thence North 09 degrees 27 minutes 19 seconds East, a distance of 141.46 feet to the Point of Beginning, and the State of Illinois.

Dated this 30th day of August, 2016, A. D., at the office of Surveyor-Tech.

Dale E. Wallace,
 Illinois Professional
 Land Surveyor
 No. 35-2821



EMBERS 11-30-2016
 THE PROFESSIONAL SURVEYING CONFORMS
 STANDARDS FOR A BOUNDARY SURVEY.

LEGEND



SURVEY-TECH
 A DIVISION OF C.E.S., INC.
 PROFESSIONAL SURVEYING
 1000 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33309
 (954) 582-5771 FAX (954) 582-4559

DATE: 8-24-2016
 SCALE: 1" = 30'
 DRAWN BY: DCW
 CHECKED BY: [Signature]

CITY OF ROCHELLE
 OFFICE OF RECORDING
 COLE COUNTY

FILE NUMBER: 3173-16



CHERRY AVENUE

SECOND STREET

VAN BUREN STREET

UNION PACIFIC RAILROAD

STREET HIGHLIGHTED IN THIS BLOCK AS PAGES 1189 AND 1190

STREET HIGHLIGHTED IN THIS BLOCK AS PAGES 1189 AND 1190