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November 3, 2017

Via U.S. Mail

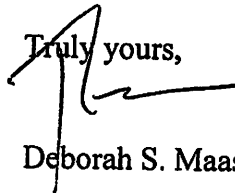
Mr. Dominic L. Lanzito
Peterson Johnson and Murray Chicago, LLC
200 W. Adams Street, Suite 2125
Chicago, Illinois 60606

*RE: Easement Agreement Nefstead Trust Property
Steward, Illinois*

Dear Attorney Lanzito:

Please find enclosed the original Easement Agreement for Utility Facilities executed by Ms. Catherine Nefstead. Please forward a copy of the document after execution by the City of Rochelle.

Truly yours,

A handwritten signature in black ink, appearing to be 'D. Maas', with a horizontal line extending to the right from the end of the signature.

Deborah S. Maas

DSM
CC: Client via USPS
Enclosures: Easement Agreement for Utility Facilities

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

LEGAL DESCRIPTION PREPARED BY:

FEHR GRAHAM
515 Lincoln Highway
Rochelle, Illinois 61068

RETURN TO:
DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606

KNOW ALL MEN BY THESE PRESENTS, that

Nefstead Trust
c/o Catherine J. Nefstead, Trustee
103 Miller Street
Steward, IL 60553

("Grantor"), of the Village of Steward in the County of Lee and State of Illinois, for good and valuable consideration in the amount of Twelve Thousand Eight Hundred and Forty-Three (\$12,843.00) Dollars and additional compensation in the amount of Two Thousand (\$2000.00) Dollars for attorneys' fees and costs, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to

the City of Rochelle, an Illinois municipal corporation

("Grantee"), a permanent non-exclusive easement for underground and/or above-ground electric utility facilities (defined as a single (1) steel electric transmission pole, wires and associated attachments and excluding substations) and fiberoptic facilities ("Facilities"), including the right to construct, maintain and make all necessary repairs to said Facilities, as may be reasonable and proper, together with the right of ingress and egress for the purpose of constructing and maintaining said Facilities, and the right to construct and maintain the necessary appurtenances for said Facilities over, under, along, upon and through said permanent easement hereinafter described; the said Grantor further gives and grants to Grantee, as part of said consideration, the right and privilege to use such additional ground as may be necessary in the construction of said Facilities, not exceeding 25 feet in width on the east side of said permanent easement hereinafter described, said right and easement to be temporary and to be effective only during the construction of said Facilities.

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

See legal description for the Easement area and depiction attached hereto as **Exhibit A**.

PIN #: Part of 06-20-231-002

Common Address: Located on Steward Road, Steward, Illinois.

See legal description for the entire property upon which the easement is situated attached hereto as **Exhibit B**.

All situated in the Township of Alto, County of Lee in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

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

Grantor further covenants that no buildings, structures, or fencing shall be constructed or placed on the Easement Premises, and that Grantee shall have the right to remove any such buildings, structures, or fencing so constructed or placed, without Grantee's prior written consent, except that Grantor retains the right to place an entrance off Steward Road and cross the Easement Area, as long as the entrance does not interfere with the operation of the transmission line.

Grantor and/or any of its agents, representatives, tenants, successors and assigns shall have the right to farm in the Easement Area; and further that Grantor reserves for itself all other rights except those expressly granted to Grantee herein.

Grantee must maintain a minimum clearance of its Facilities of at least fourteen (14) feet from ground elevation at all times. Grantee and its agents must abide by all regulations concerning legal and safety standards within their industry. Upon request, Grantee must provide copies of all such applicable standards to Grantor within seven (7) days.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that care, skill and diligence will be used in constructing and laying said Facilities on the easement aforesaid; that all of the dirt, gravel or stone excavated shall be replaced upon the top of the excavation where the Facilities are laid so as to leave the ground in substantially the same condition that existed before said Facilities were laid, and all surplus dirt or gravel is to be carefully relocated upon the premises in accordance with the reasonable desires of the Grantor; that all the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantor and specifically that no facilities will be placed at a depth that could reasonably interfere with the farming use of the property; 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 construction, maintenance repairing, altering, changing, using or removal of said Facilities; that upon the completion of the construction of said Facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon.

In the event of any crop damage at any time as a result of either the initial construction or future maintenance of the facilities, the Grantee agrees that it will compensate the Grantor (and/or any of its agents, representatives, tenants, successors and assigns) in a fair and reasonable amount for the losses sustained from said damage. In addition, in the event that the construction or maintenance of the facilities causes compaction of areas that are used to grow crops, the Grantee agrees to compensate the Grantor (and/or any of its agents, representatives, tenants, successors and assigns) as set forth below.

In addition to the consideration provided for crop damage and soil compaction for the five-year time

period from the execution of this Agreement, in the event of any future crop damage or soil compaction at any time as a result of future maintenance of the facilities, the Grantee agrees that it will compensate the Grantor (and/or any of its agents, representatives, tenants, successors and assigns) in a fair and reasonable amount for the crop losses sustained from said damage and compensate the Grantor (and/or any of its agents, representatives, tenants, successors and assigns) for a period of five (5) years, commencing with the year in which damages are sustained, in an amount equal to the Chicago Board of Trade rate for corn multiplied by the state average for the bushel per acre yield in the State of Illinois multiplied by area of damage expressed in acres.

For purposes of calculating crop damage and compaction damage resulting from construction in 2017 or 2018, the following formula shall be applied:

<u>Crop and compaction damage</u>			
1 st year post-maintenance (2018)	.72 acres x \$800	=	\$576.00
2 nd year	\$576 x .8	=	\$460.80
3 rd year	\$576 x .6	=	\$345.60
4 th year	\$576 x .4	=	\$230.40
5 th year	\$576 x .2	=	\$115.20
			<u>\$1728.00</u>

Soil Removed from Support Structures Holes/Foundations. It is expected that most soil material will be backfilled in and around the hole augered for the structures. If the Grantor expresses concern regarding remaining soil, the Grantee will agree to remove the spoil material or pay the comparable area hauling rate to the Grantor for removal of the spoil material. If spoil material is to be removed, the Grantee will remove or pay to have removed the spoil material within 60 days, weather and Grantor permitting, following the construction of the electric line.

Restoration of Soil Compaction, Rutting, Fertilization and Liming. The Grantee, unless the Grantor opts to the restoration work, will rip to a depth of 18 inches all cropland, which has been traversed by construction equipment to alleviate compaction impacts, unless the Grantor specified other arrangements that are acceptable to the Grantee. The Grantee will rip or pay to have ripped all compacted and rutted soil, weather and Grantor permitting, after the electric transmission line has been constructed across any affected property. The Grantee will restore all compacted or rutted land as near as practicable to its original condition.

If there is a dispute between the Grantor and Grantee as to what areas need to be ripped, the depth at which compacted areas should be ripped, or the necessity or rates of lime and fertilizer application, the Lee County Soil and Water Conservation District's opinion will be considered by the Grantee and the Grantor.

Repair of Damaged Soil Conservation Practices. The Grantee will repair or pay the Grantor to repair any soil conservation practices (such as terraces, grassed waterways, etc.) which are damaged by the electric line's construction. If the Grantee is responsible for repairing any damaged soil conservation practices, the repairs will be made in accordance with the specifications of the Lee County Soil and Water Conservation Districts. The work set forth in this section will be done within 60 days, weather and Grantor permitting, after the electric line has been constructed.

Preventing Erosion. The Grantee will work with Grantors to prevent or correct excessive erosion on all lands disturbed by construction by implementing reasonable methods to control erosion as suggested by the Grantor. If the Grantor (A) does not suggest a reasonable erosion control method, or (B) does not suggest any method of erosion control, the Grantee will follow the recommendations of the County Soil and Water Conservation

District. On properties subject to erosion, the Grantee will use all reasonable efforts to ensure that erosion control measures are implemented, or pay the Grantor to do so, within 45 days, weather and Grantor permitting, after the electric line has been constructed.

Construction During Wet Weather. Except as provided below or during emergency situations after the construction of the transmission lines, construction activities are not allowed on farmland where normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to wet soils. Wet weather conditions are to be determined on a field by field basis and not for the project as a whole. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Grantee in wet weather conditions. Construction activities on unprepared surfaces will be done only when work will not result in rutting creating a mixing of subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be in consultation with the underlying Grantor, or if approved by the Grantor, his/her designated Tenant.

Removal of Construction Debris. The Grantee will remove from the Grantor's property all material that was not there before construction commenced and which is not an integral part of the electric line. (Note: Materials to be removed on a daily basis include light debris, paper cups, soda cans, etc. generated by the construction crews.). The Grantee will make all reasonable efforts to ensure that all construction debris will be removed within 60 days, weather and Grantor permitting, after the electric line has been constructed.

Clearing of Trees and Brush from the Easement. If trees are to be removed from privately owned land, the Grantee will consult with the Grantor to see if there are trees of commercial or other value to the Grantor that are slated to be removed. If there are trees of commercial or other value to the Grantor, the Grantee will allow the Grantor the right to retain ownership of the trees with the disposition of the trees to be negotiated prior to the commencement of land clearing. The Grantee will follow the Grantor's reasonable desires, regarding the disposition of trees and brush of no value to the Grantor by burning, chipping or complete removal from any affected property.

Advance Notice of Access to Private Property.

- A. Except during emergency situations after the construction of the transmission lines, the Grantee will provide the Grantor with a minimum of 24-hour notice prior to accessing the property for purpose of construction of the electric line.
- B. Prior notice shall consist of a personal contact or a telephone contact whereby the Grantor is actually informed of the Grantee's intent to access the Grantor's property. If Grantor cannot be reached in person or by telephone, the Grantee will send by certified mail to Grantor's home a dated, written notice of the Grantee's intent. The Grantor need not acknowledge receipt of the notice before the Grantee enters the Grantor's property.

Reporting of Inferior Agricultural Impact Mitigation Work. Prior to the construction of the electric line, the Grantee will provide the Grantor with a number to call to alert the Grantee should the Grantor observe inferior work relating to the agricultural impact mitigation work that was performed on the Grantor's property.

Interference with Communications Systems. If interference should develop between the Grantee's new facilities and a Grantor's communication circuits, the Grantee will seek to eliminate such interference at its own expense within 60 days of receiving a verbal or written notice from the affected Grantor.

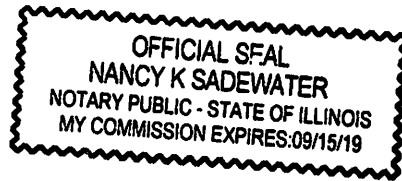
Written Notice. Whenever notice is required to be given pursuant to this Easement, the same shall be in writing and sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

BEFORE ME, the undersigned notary public, on this day personally appeared Catherine J. Nefstead, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes and in the capacities therein set forth, including the release and waiver of the right of homestead rights.

Given under my hand and notarial seal this 2nd day of Nov., 2017.

(SEAL)

Nancy Sadewater
NOTARY PUBLIC



STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared Jeff Fiegenschuh 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 _____, 2017.

(SEAL)
NOTARY PUBLIC

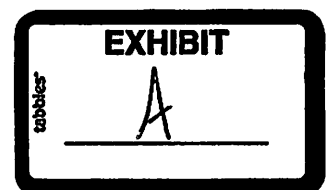
Prepared By and Return To:

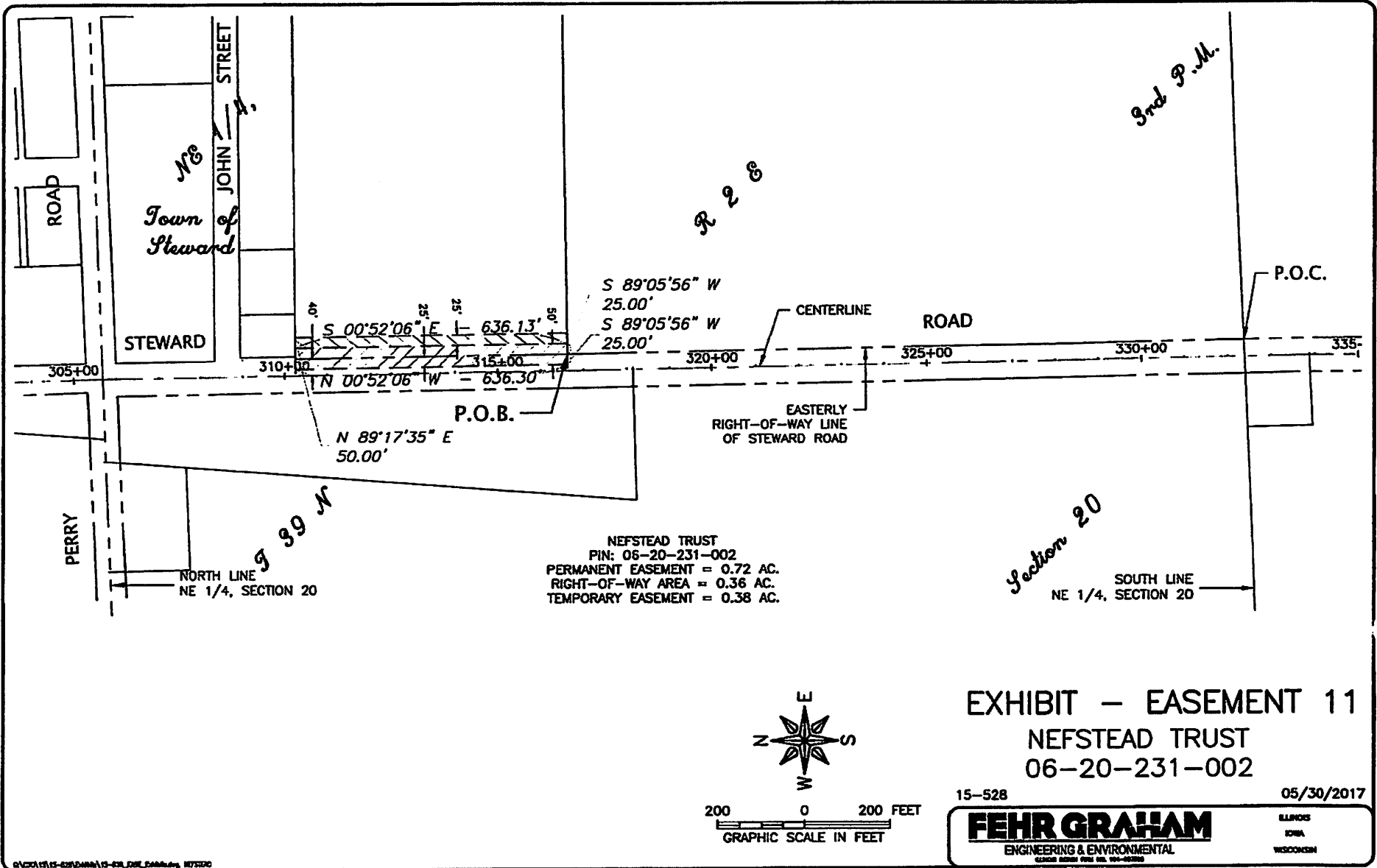
DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606
(312) 782-7150

DESCRIPTION: NEFSTEAD TRUST, 06-20-231-002

Being a part of the Northeast Quarter of Section 20, Township 39 North, Range 2 East of the Third Principal Meridian, Lee County, Illinois; Commencing at the intersection of the easterly right-of-way line of Steward Road and the South line of said Northeast Quarter of Section 20, said point being South 87 degrees 37 minutes 55 seconds West (assumed bearing) a distance of 1275.49 feet, more or less from the Southeast corner of said Northeast Quarter of Section 20; thence North 01 degrees 01 minutes 11 seconds West on and along last named line a distance of 1574.09 feet to the Point of Beginning; thence South 89 degrees 05 minutes 56 seconds West a distance of 25.00 feet; thence North 00 degrees 52 minutes 06 seconds West a distance of 636.30 feet to the South line of Lot 1 in MACKLIN'S ADDITION to the Village of Steward as recorded in Book "G" of plats on page 2 in the Lee County Recorder's Office; thence North 89 degrees 17 minutes 35 seconds East on and along last named line a distance of 50.00 feet; thence South 00 degrees 52 minutes 06 seconds East a distance of 636.13 feet; thence South 89 degrees 05 minutes 56 seconds West a distance of 25.00 feet to the Point of Beginning, containing a total area of 0.72 acres of which 0.36 acres are within the existing Steward Road right-of-way

AND a twenty-five (25) foot wide temporary construction easement, measured perpendicular off the Easterly easement lines of the heretofore said utility easement.





NEFSTEAD TRUST
 PIN: 06-20-231-002
 PERMANENT EASEMENT = 0.72 AC.
 RIGHT-OF-WAY AREA = 0.36 AC.
 TEMPORARY EASEMENT = 0.38 AC.

EXHIBIT - EASEMENT 11
NEFSTEAD TRUST
06-20-231-002

15-528

05/30/2017

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL

ILLINOIS
 IOWA
 WISCONSIN

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LEGAL DESCRIPTION

The Northerly 33.65 acres of the Northeast Quarter of the Northeast Quarter of Section Twenty (20), Township Thirty-nine (39) North, Range Two (2) East of the Third Principal Meridian, excepting the Northerly 463.6 feet thereof and also excepting a tract of land in the Northeast Quarter of the Northeast Quarter of Section 20, Township 39 North, Range 2 East of the Third Principal Meridian bounded and described as follows: Beginning at a point on the West line of said Northeast Quarter of the Northeast Quarter of Section 20 a distance of 463.6 feet South of the Northwest corner of said Northeast Quarter of the Northeast Quarter and running thence East to a point Easterly of and 40 feet perpendicularly distant from the survey line for a highway designated F.A.S. Route 180; thence Southerly parallel with said survey line to a property line which extended intersects said survey line at Station 11+40; thence Westerly along said Westerly extension of said property line to the West line of said Northeast Quarter of the Northeast Quarter of Section 20; thence Northerly along said West line to the point of beginning. (Tax Code No. 06-20-231-001)

EXCEPTING THEREFROM:

Beginning at the Southeast Corner of Lot 2 in Burkhart Addition to the Village of Steward, as recorded in the Recorder's Office of Lee County, Illinois; thence West along the South Line of said Lot 2, a distance of 100.00 feet to the Southwest Corner of said Lot 2; thence South on the Southerly projection of the West Line of said Lot 2, a distance of 1.00 feet; thence East parallel with the South Line of said Lot 2, a distance of 100.00 feet to a point on the Southerly projection of the East Line of said Lot 2; thence North along said Southerly projection, a distance of 1.00 feet to the Point of Beginning all situated in the Village of Steward, the County of Lee and the State of Illinois.

PIN: 01-06-20-231-002

