

## **GRANT OF RIGHT OF WAY EASEMENT**

### **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

THIS GRANT OF RIGHT OF WAY EASEMENT (hereinafter "Easement") is granted as of the 11th day of December 2017, by and between James Wang and Yu Ying Wang (hereinafter collectively "Grantor") and City of Rochelle, an Illinois municipal corporation (hereinafter "Grantee").

### **RECITALS**

- A. WHEREAS Grantor is the owner of land commonly known as 1803 Steward Road, Steward, Lee County, Illinois, PIN 01-06-17-451-002 (hereinafter "Grantor's Property").
- B. WHEREAS Grantee desires to receive from Grantor a right of way easement for installation of electrical facilities with respect to those portions of Grantor's Property as legally described in Exhibit A and depicted in Exhibit B, both attached hereto and made a part hereof (hereafter referred to as the "Right of Way Easement Area").

NOW THEREFORE, in consideration of Forty-Three Thousand Six Hundred and Seventy-Five (\$43,675.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Grantor and Grantee hereby agree as follows:

- 1. Grant of Easement. Grantor does hereby grant and convey to Grantee and Grantee's agents, contractors, employees, representatives, successors and assigns, a non-exclusive, perpetual right and easement over, under, along, upon and through the Right of Way Easement Area to install, construct, erect, operate, use, maintain, repair, and remove overhead (above-ground) electrical transmission, distribution and communication lines, consisting of one (1) 138Kv high voltage electrical transmission circuit, constructed on one steel, single line monopole, together with related facilities necessary for such electrical transmission, distribution and communication lines, including cables, conductors, conduits, wires, footings, foundations, anchors, ground wires, grounding rods, controls, switches, relays, circuit breakers, telemetry and monitoring devices, transformers, pedestals and necessary fixtures and appurtenances (collectively referred to as "Facilities").
- 2. In no event shall Grantee use the Right of Way Easement Area for uses other than as permitted by this easement, include but not limited to, permitting Grantee, or any third-party, pipelines, underground facilities.

3. Grantee shall have a reasonable right of ingress and egress to the Right of Way Easement Area for the purpose of construction, maintenance, or removal of the Facilities. Grantee has a temporary right to use additional ground to a maximum of 20 feet in width on the west side of said easement for the purpose of construction of the Facilities, said right to be effective only during construction of the Facilities.
4. Grantee shall NOT have the right to install, use or operate Facilities on, over, at or under portions of Grantor's Property located outside the Right of Way Easement Area.
5. Subject to the terms of this Easement, Grantor and/or any of its agents, representatives, tenants, successors and assigns shall have the right to continued use of existing buildings in the Right of Way Easement Area, and Grantor reserves for itself all other rights except for those expressly granted to Grantee herein. Grantor and/or any of its agents, representatives, successors, assigns, guests, invitees has the right to continued access the remainder of the parcel off of Steward Road as well as cross and park in the Right of Way Easement Area.
6. Grantor, and/or any of its agents, representatives, tenants, successors and assigns, retains right to use the existing house sited within the Right of Way Easement Area for residential purposes. Grantee acknowledges that its use of easement rights herein do not conflict with the continued residential rights of Grantor. If at any future point in time, Grantor and Grantee determine that a conflict in use exists then the parties shall engage in further discussions relating to an agreed upon compensation, move-out date, and Grantee shall be solely responsible for all expenses associated with demolition of the house, and moving expenses of Grantor, and/or any of its agents, representatives, tenants, successors and assigns, at the point in time of conflict in use.
7. In no event shall Grantor damage, disrupt or otherwise interfere with the Facilities. It is understood and acknowledged by both Grantor and Grantee that there exists the possibility of demolition of the existing buildings in the future as a direct result of the rights granted to Grantee herein. In such future event as demolition occurs, Grantee shall cooperate to such extent and degree requested by Grantor to accomplish same.
8. Except those buildings now existing and Grantor rights set forth in paragraph five, no further building, structure or obstruction of any kind, shall be placed by Grantor in the Right of Way Easement Area without Grantee's prior written consent. Further the height of the existing house in the Right of Way Easement Area shall not increase.
9. 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, contractors, employees, representatives, successors and assigns 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.
10. The terms, conditions, rights, and easements contained herein shall be covenants running with the land and shall be perpetual. This Easement shall be recorded against the Grantor's property (at the expense of Grantee) and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, the parties hereto and their respective grantees, successors and assigns.
11. 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:

If to Grantee:

City of Rochelle  
Attention: City Manager  
420 N Sixth Street  
Rochelle, Illinois 61068

If to Grantor:

James Wang and Yu Ying Wang  
1803 Steward Road  
Steward, Illinois 60553

or at such other addresses as any party, by notice recorded in Lee County Recorder's Office, may designate from time to time. All notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

12. Grantee shall pay to Grantor the reasonable cost of damages by reason of Grantee's exercise of its rights hereunder. Grantee shall repair or replace all damaged fences, gates, drains, drain tiles and ditches by reason of Grantee's exercise of its rights hereunder. All repair and/or replacement work by Grantee shall be done in a workmanlike manner and completed within thirty (30) days of last day worked at Grantor's Property.
13. If, after the Facilities are placed in service, Grantee ceases to use the Facilities for a continuous period of ten (10) years, Grantor shall have the right to terminate this Easement by giving notice to Grantee. In such event Grantee shall execute and deliver to Grantor a release of this agreement in recordable form and restore the Right of Way Easement Area in accordance with the Mitigation Agreement within 180 days of receipt of notice from Grantor. Grantee shall, at Grantee's expense, remove all Facilities including but not limited to concrete piers or foundations to eighteen (18) inches below grade level. Should Grantee fail to remove the Facilities and restore the Right of Way Easement Area in accordance with the provisions set forth herein, then Grantor shall have the right to do so at Grantee's expense. Grantor shall have the right to recover said sum incurred as damages in a circuit court of law including reasonable attorney fees and costs. Upon notice by Grantor of said damages, Grantee has thirty (30) days from receipt of said notice to pay Grantor.
14. Grantee shall pay all real property taxes and assessments levied upon or assessed due to the Facilities. In the event real estate taxes and/or assessments are levied against Grantor due to the Facilities then Grantor shall so notice Grantee and Grantee shall have seven (7) days from receipt of said notice to pay said levy and/or assessment.
15. Upon request of Grantor, Grantee shall provide Grantor with a letter of insurance evidencing coverage during construction, maintenance and/or operation of the Facilities. Same shall be tendered within seven (7) days of receipt of request.
16. Upon request of Grantor, following completion of construction of the Facilities, Grantee shall provide Grantor with an as-built survey showing the Right of Way Easement Area and Facilities. Grantee shall also cause same to be recorded in Lee County Recorder office.
17. Grantee shall indemnify, defend and save harmless the Grantor and/or any of its agents, representatives, tenants, successors and assigns, from and against any and all claims, demands, causes of action, costs, losses, expenses, fines, penalties, liabilities and fees of whatever kind or nature, which may be asserted against or incurred by Grantor and or any of its agents, representatives, tenants, successors and assigns, as a result of, arising out of or relating to the



the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her free and voluntary act.

This \_\_\_\_ day of December, 2017.

\_\_\_\_\_  
Notary Public

**GRANTEE:**

CITY OF ROCHELLE,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I, \_\_\_\_\_, a notary public in and for the State and County aforesaid do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of the City of Rochelle, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such \_\_\_\_\_ (s)he signed and delivered said instrument as his/her free and voluntary act and deed of such corporation.

This \_\_\_\_ day of December, 2017.

\_\_\_\_\_  
Notary Public