

EASEMENT AGREEMENT  
FOR BALCONY

This Easement Agreement for Balcony is made and entered into on this \_\_\_\_\_ day of December, 2017, by the **City of Rochelle, an Illinois municipality**, Grantor, in favor of **Kennay Farms Distillery, LLC, an Illinois limited liability company** formerly known as Box Office Distillery, Grantee.

Grantor, in consideration of one (\$1.00) dollar and other good and valuable consideration the receipt of which is acknowledged by Grantor, grants to Grantee an air rights easement for the installation, construction and maintenance of a balcony (the “balcony”) on the east façade of the building commonly known as 416 Lincoln Highway, Rochelle, IL 61068 (the “building”), the legal description of the building being as follows:

Lot 3 in Block 7 in the Original Town of Land, now the City of Rochelle, according to the Plat thereof recorded in Book D of Plat, page 2, as Document No. 9921, in the Township of Flagg, County of Ogle, State of Illinois, under PIN 24-24-339-018,

The legal description of the air rights for the balcony being as follows:

Part of Lincoln Highway (Washington Street) adjacent to the East line of Lot 3 in Block 7 in the Original Town of Lane, now called the City of Rochelle, according to the Plat thereof recorded in Book D of Plats page 2 as Document No. 9921, situated in the Township of Flagg, the County of Ogle and State of Illinois, described as follows; Beginning at the midpoint of said East line of Lot 3; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing) on and along last named line, a distance of 18.75 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 7.00 feet; thence South 00 degrees 00 minutes 00 seconds West on and along a line parallel and equal distant to said East line, a distance of 37.50 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 7.00 feet to a point on said East line of Lot 3; thence North 00 degrees 00 minutes 00 seconds East on and along last named line, a distance of 18.75 feet to the Point of Beginning, at an elevation from 1’-1” below the bottom of the existing marquee protruding from the front (east side) of the building lying adjacent to and immediately westerly hereof upward to a height that does not exceed the easterly extension of the roof line of said building.

This easement is granted to Grantees for a period of thirty (30) years with an option for two fifteen (15) year extensions, provided that Grantee is not in breach of any of its obligations under this Agreement and maintains the balcony in accordance with the applicable City Codes and all other applicable building code regulations. If such a breach occurs, Grantee has thirty (30) days to cure such breach and any failure to cure such breach will result in the revocation of this easement. Further, this easement shall be deemed revoked if Grantee discontinues use of the balcony for more than one (1) year. This easement shall inure to the benefit of Grantee's successors and assigns in the building.

Grantee shall be solely responsible for the installation, construction and maintenance of the balcony, and Grantor shall have no responsibility with regard to such installation, construction or maintenance. Further, Grantee agrees to protect, defend, indemnify and hold Grantor harmless from all claims, actions, demands, liability, costs (including court costs) and expenses (including attorney fees) related to the installation, construction, maintenance, or use of the balcony.

The balcony will include an aluminum pan for shedding water and debris to a gutter and downspout system that will connect to an underground stormwater pipe that will connect to the City's stormwater drainage system. The balcony is to be constructed of either metal or other impervious composition to ensure that no debris or liquid can fall onto pedestrians below the balcony.

In witness whereof, Grantor and Grantee have executed this Easement Agreement for Balcony on the date written above.

GRANTOR:

CITY OF ROCHELLE, an Illinois municipality

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF OGLE         )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeff Figienschuh, City Manager, and Bruce McKinney, City Clerk, 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 Easement Agreement for Balcony in their capacities as Mayor and City Clerk of the City of Rochelle, respectively.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of December, 2017.

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

GRANTEE:

\_\_\_\_\_  
Richard R. Kennay, member and authorized agent

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF OGLE         )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard R. Kennay, 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 Easement Agreement for Balcony as member and authorized agent for Kennay Farms Distillery, LLC.

GIVEN under my hand and notarial seal this \_\_\_\_ day of December, 2017.

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

Under penalty of perjury, the undersigned certifies that this transaction is exempt from the Illinois Plat Act (765 ILCS 205/1 et seq.) because:

- a.  the owner is not subdividing the land into 2 or more parts; or
- b. \_\_\_ exemption no. \_\_\_ of § 1 of the Act applies.

\_\_\_\_\_  
Date                      Owner or Representative

This transaction is exempt under provisions of § 31-45 (e) of the Real Estate Transfer Tax Law. (35 ILCS 200/31-1 et seq.)

\_\_\_\_\_  
Date                      Buyer, Seller or Representative

Prepared by & Return to  
Gary R. Gehlbach  
Ehrmann Gehlbach Badger & Lee  
215 E. First Street, Suite 100  
P.O. Box 447  
Dixon, Illinois 61021

Taxes to:  
No Change

(815) 288-4949