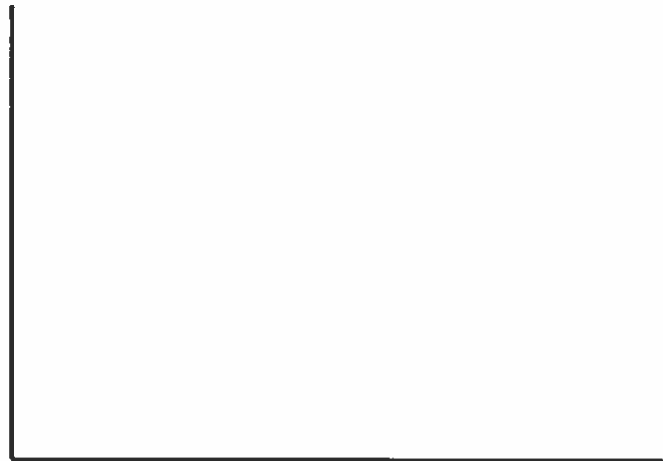


PREPARED BY AND
WHEN RECORDED MAIL TO:
City of Rochelle
420 North 6th Street
Rochelle, Illinois 61068



SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT FOR RIGHT OF WAY

THIS AGREEMENT FOR RIGHT OF WAY (hereinafter the "Agreement") is made and entered into this ____ day of _____, 2018 by and between ADAM PETTY (hereinafter referred to as "Grantor") and the CITY OF ROCHELLE, a MUNICIPAL CORPORATION, organized and existing under the laws of the State of Illinois, of Ogle Counties, Illinois, (hereinafter referred to as "Grantee").

WHEREAS, ADAM PETTY is the owner of real property legally described in Exhibit A;

WHEREAS, the CITY OF ROCHELLE wishes to obtain a right of way from ADAM PETTY across the right of way area described in Exhibit B attached hereto for the purpose of construction, re-construction, widening of South Main Street, ~~Rochelle~~^{Rochelle}, Illinois and moving public utilities and related facilities and equipment including but not limited to buried water and sewer lines, sidewalks, public roadway purposes and such other additions hereto as Grantee may deem necessary.

NOW THEREFORE, in consideration of Four Hundred and Twenty-Four Dollars (\$424.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Grantor hereby does grant and convey to Grantee, its successor and assigns, all interest in the right of way for the following described real estate situated in County of Ogle, State of Illinois, to wit:

Address commonly known as: 101 Willis, Rochelle, IL 61068

PIN#: 24-36-229-021

and as depicted on the plat of survey (Right of Way Dedication) attached hereto as Exhibit B;

2. The City shall record the Dedication, and from an after the recording of the dedication, the City shall have the exclusive use of the Dedication for the purposed stated herein.

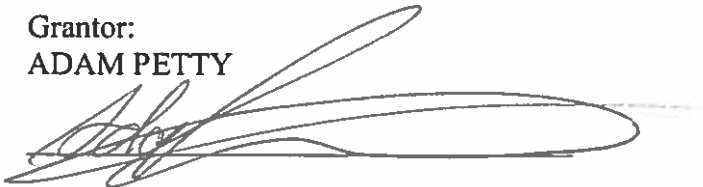
3. This Agreement is entered into, and shall be interpreted in accordance with, the laws of the State of Illinois.

4. This Agreement shall run with the land and be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors, and assigns.

5. This Agreement sets forth the entire understanding of the parties with respect to the matters addressed herein, and may only be modified by a written amendment signed by all of the parties.

WITNESS our hands and seals this 25 day of SEPTEMBER 2018.

Grantor:
ADAM PETTY



Grantee:

CITY OF ROCHELLE,
Municipal Corporation

By: _____

Name: Jeff Fiegenschuh

Title: City Manager

Attest: _____

Name: Sue Messer

Title: City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF OGLE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that ADAM PETTY, 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 as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this: 25th day of September, 2018.

Michelle L. Knight
NOTARY PUBLIC



STATE OF ILLINOIS)
) SS
COUNTY OF OGLE)

I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeff Fiegenschuh, personally known to me to be the City Manager of the City of Rochelle, a municipal corporation and Sue Messer, personally known to me to be the City Clerk of the City of Rochelle, and 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 severally acknowledged that as such City Manager and City Clerk of said corporation they caused their signatures to be affixed thereto, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Council of the City of Rochelle as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this: _____ day of _____, 2018.

NOTARY PUBLIC

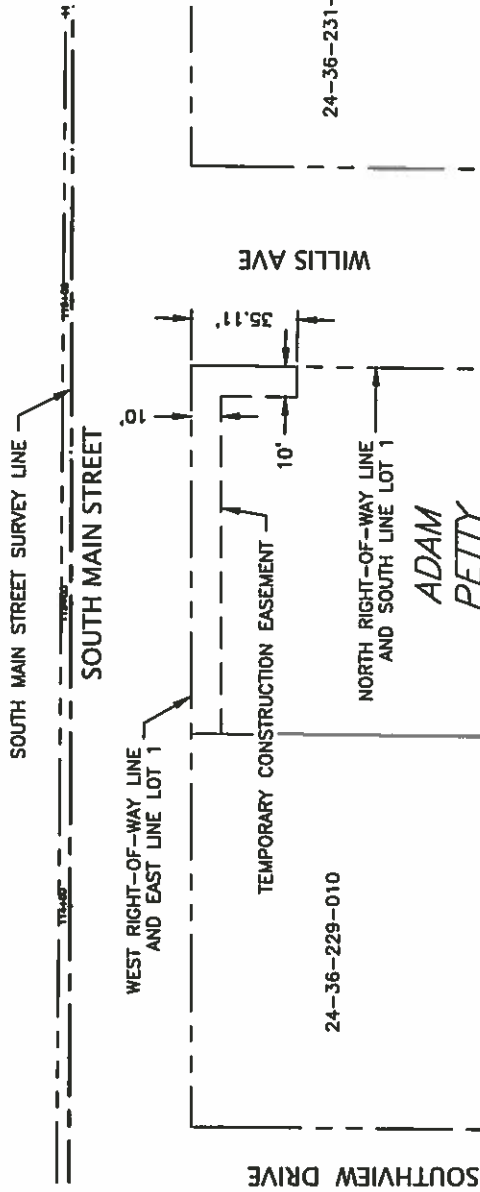
Section 36, Township 40 North, Range 1 East, of the Third Principal Meridian

Dement Township



40 0 40 FEET
 GRAPHIC SCALE IN FEET
 NAD83 IL WEST ZONE - GRID

25-31-100-006



Bellevue
 24-36-229-021
 LOT 1
Address

TEMPORARY CONSTRUCTION EASEMENT PARCEL 011 1,467 Sq. Ft.
 Total Area 12,259 Sq. Ft.
 Temporary Construction Easement 1,467 Sq. Ft.

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL
 ILLINOIS IOWA WISCONSIN
 ADVANCED DESIGN (P&ID) NO. 18-000000

515 LINCOLN HWY ROCHELLE, IL (815) 562-9087

ADAM PETTY
 DATE: 10/02/2018
 DRAWN: TUL CA/AC: SI

JOB NUMBER:
 15-929

SHEET NUMBER:
 1 of 1

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EXHIBIT **B**