

Return to:
Dominick L. Lanzito
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams St., Suite 2125
Chicago, IL 60606

THE GRANTOR, CITY OF ROCHELLE,
420 North 6th Street, Rochelle, Illinois 61068, and
GRANTEE, STORYBOOK GARDENS LLC, of 13501 E. Bethel Rd.
Kings, IL 61068,

GRANT OF NON-EXCLUSIVE, DEFEASIBLE PARKING EASEMENT

This grant and agreement made this ___ day of May, 2018 by and between the CITY OF ROCHELLE (“Grantor” or the “City”), of the County of Ogle and State of Illinois, and Storybook Gardens LLC (“Grantee” or the “LLC”). For good and valuable consideration Grantor hereby agrees to grant a non-exclusive, defeasible parking easement to STORYBOOK GARDENS LLC (“Grantee”), as follows:

Whereas the Grantor is the owner of the parking lot cross hatched in green on Exhibit A attached hereto and made a part hereof hereinafter called “Parcel 1” or the “Easement Premises” with PIN No.: 24-24-340-010 and 24-24-340-012 as Depicted in Exhibit A.

Whereas the Grantee is a Lessee of the building located at the Premises commonly known as 429 Lincoln Hwy. Rochelle IL (PIN 24-24-340-001), depicted on Exhibit B attached hereto and made a part hereof hereinafter called “Parcel 2” or the “Leasehold”.

Whereas Grantor wishes to grant, and Grantee wishes to receive, a non-exclusive defeasible easement over and across Parcel 1 for the benefit of Grantee’s business being conducted at Parcel 2 for parking.

Whereas Parcel 2 will be presently improved with one or more buildings used for, or as, a venue for weddings and banquet hall.

Whereas the grant of this easement to Grantee is necessary for the operation of the wedding venue and banquet hall at Parcel 2.

Now, therefore, in consideration of One Hundred (\$100.00) Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF EASEMENT.** The Grantor hereby grants to the Grantee, its successors and assigns, as an easement appurtenant to Parcel 2, a non-exclusive defeasible easement for parking over, under and across the Easement Premises.

2. Non-Exclusive Defeasible Grant. The right granted herein is not exclusive and Grantor reserves the right to use the Easement Premises for parking and, at any time, to grant other similar non-exclusive privileges or rights to use, or occupy, the Easement Premises or other temporary uses that do not exceed a calendar week in duration in conjunction with its business operations. Grantor shall also have the right to utilize all of the Easement Premises for temporary community events that do not exceed a calendar week in duration, including those events set forth in Exhibit C, and each subsequent year thereafter. Grantor shall have the right to increase the number of temporary events set forth in Exhibit C without the approval of Grantee.

3. Compliance with regulations and Insurance. The Grantee shall comply with all reasonable non-discriminatory parking regulations of the City of Rochelle. The Grantee shall include the easement area on the Grantee's general business insurance and add the City of Rochelle as an additional insured as to the easement area. The Grantee shall indemnify and hold the City of Rochelle harmless from negligence claims arising out of the Grantee's negligent use of the Easement Premises. Should Grantee fail to comply with any of the conditions listed aforesaid, the City of Rochelle may terminate the easement, to be so done in writing and recorded with the Ogle County Recorder of Deeds and delivery of written notice thereof to Grantee.

4. Liens. Grantee, its agents, intendent contractors and/or employees, shall not suffer or permit any mechanic's lien, judgement lien or other lien of any nature whatsoever to attach or be against the Property or Easement Area, or any portion thereof. Should any such lien be filed, the Grantee and Grantor shall have the right to contest the same.

5. Improvements and Maintenance. Any Improvements or Maintenance of the Easement Area shall be performed by the Grantor upon prior consent by the Grantor. All permanent maintenance, reconstruction or construction improvements that will require a building permit from the City of Rochelle shall be subject to review and approval by the City of Rochelle City Council.

6. Assignment. Grantee shall not assign or otherwise transfer its right in whole or in part under this Agreement without the express written consent of the Grantor.

7. Relationship of the Parties. Under no circumstances shall this Agreement be construed to create a relationship of agency, partnership, joint venture, or employment between the Grantor and the Grantee.

8. Waste. In the exercise of the privileges herein granted, Grantee will conduct all of its operations in a careful and proper manner and will not commit any waste or damage to the Property and/or Easement Area or permit any nuisance or at the Property and/or Easement Area.

9. Term and Defeasibility. This Easement shall remain in effect only as long as the [Storybook Gardens LLC] remains in operation. This Easement shall automatically be terminated when Storybook Gardens LLC no longer operates for a period longer than ninety (90) days. Additionally, this Non-Exclusive, Defeasible Easement shall be void *ab initio* should Grantee

fail to redevelop and open the Storybook Gardens LLC wedding venue or banquet hall on Parcel 2.

NOW, THEREFORE, for mutual consideration, the sufficiency of which is acknowledged by both parties hereto, an easement is granted to Storybook Gardens LLC

Dated this _____ day of _____, 2018.

Grantor

Grantee

THE CITY OF ROCHELLE,
AN ILLINOIS MUNICIPAL CORPORATION

STORYBOOK GARDENS LLC

By: _____
City Manager

By: _____

Attest: _____
City Clerk

Its: _____

Exhibit A



THIS WEBSITE IS NOT A SUBSTITUTE FOR A SURVEY.

The Geographic Information Systems (GIS) data made available was produced or co-produced by Ogle County. The maps and data are made available to the public solely for informational purposes. There may be errors in the maps or data. The maps or data may be outdated, and/or inaccurate. The maps or data may not be suitable for your particular use. The burden for determining fitness of use rests entirely on the end user. Reproduction, modification, or redistribution of digital datasets or products derived therefrom outside of subscriber's organization or entity is expressly forbidden. By using GIS data, you accept these terms and this limitation on Ogle County's liability.

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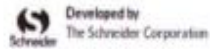


Exhibit B



THIS WEBSITE IS NOT A SUBSTITUTE FOR A SURVEY.

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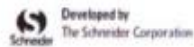


Exhibit C
List of Events during which the City will use the Easement Premises
2018 Event Dates:

March

10th - Irish Hooley- 2nd weekend

April

28th - Food Truck Festival- 4th weekend

-

May

5th - Cinco de Mayo- 1st weekend

-

June

9th - Ale on Lincoln- CLOSE DOWN LINCOLN HIGHWAY

-

August

17th-19th - Heritage Festival- 3rd weekend

-

September

22nd - Wine on Lincoln- CLOSE LINCOLN HIGHWAY

October

13th - Hay Day- 2nd weekend

20th - Food Truck Festival- 3rd weekend

December

7th – Old Fashioned Christmas Walk- 1st weekend

This list of events is subject to revision and additional temporary community events utilizing the Easement Premises. Grantee will be provided 60 days' notice of any event not identified on this list, which may interfere with the Grantee's use of the Easement Premises.