

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

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

Howard Hayes Trust  
455 N Main Street  
Decatur, IL 62523

("Grantor"), of the City of Decatur in the County of Macon and State of Illinois, for good and valuable consideration of the sum of FIVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$5,750.00) as stated hereinafter, 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 (including steel electric transmission poles, wires and associated attachments) 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 10 feet in width on the west side of said permanent easement hereinafter described.

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

See legal description attached hereto as **Exhibit A.**

PIN: **06-03-100-001 & 06-04-200-003**

Common Address: Located near the intersection of Paw Paw Road and Hayes Road.

Depicted: See attached **Exhibit B & C.**

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, and assigns and successors in interest, 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.

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 removed shall be replaced and compacted 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 removed from the premises; 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 (or the party farming the property or the owner of the crops, as the case may be) 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 (or the party farming the property, as the case may be) in an amount equal to 5 years reasonable rent for the affected area. Determination of reasonable rent shall be based on the fair rental value of farmland in the immediate neighborhood of the affected area.

[Signature Page to Follow]

Dated this 9<sup>TH</sup> day of July, 2018.

By: [Signature]  
Grantor  
VICE PRESIDENT  
& TRUST OFFICER

THE CITY OF ROCHELLE, AN ILLINOIS  
MUNICIPAL CORPORATION

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF                 )

**ANDREW P. MIHM**



BEFORE ME, the undersigned notary public, on this day personally appeared [\_\_\_\_], 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 9<sup>th</sup> day of July, 2018.

(SEAL)



[Signature]  
NOTARY PUBLIC

OFFICIAL SEAL  
PATRICIA ANN GESKE  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 07/11/23

THE CITY OF ROCHELLE, AN ILLINOIS  
MUNICIPAL CORPORATION

By:  
City Manager

Attest: \_\_\_\_\_  
City Clerk

STATE OF ILLINOIS        )  
                                  ) ss.  
COUNTY OF OGLE        )

BEFORE ME, the undersigned notary public, on this day personally appeared Jeffrey A. Fiegenschuh and Sue Messer, 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

**EXHIBIT A  
LEGAL DESCRIPTION**

**Description: 06-03-100-001 Soy Capital**

Part of the Northwest Fractional Quarter of Section 3, Township 39 North, Range 2 East of the Third Principal Meridian, bounded and described as follows:

A triangle area with a base along the North line of said Section 3 beginning at the Northwest corner of said Section 3 and running easterly 150 feet, with an adjacent side along the West line of said Section 3 running southerly 355 feet, all situated in the Township of Alto, County of Lee and State of Illinois.

**DESCRIPTION: 06-04-200-003 Soy Capital**

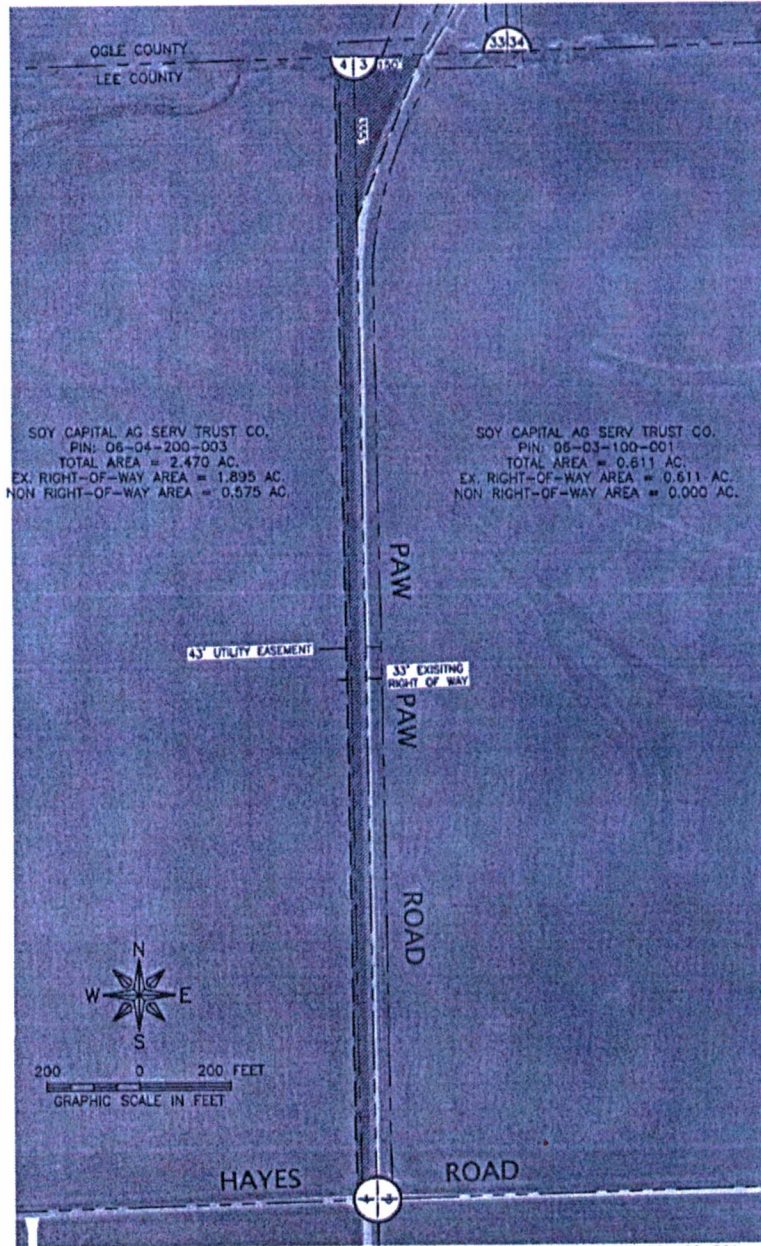
Part of the Northeast Fractional Quarter of Section 4, Township 39 North, Range 2 East of the Third Principal Meridian, bounded and described as follows:

The East 43 feet of said Northeast Fractional Quarter of Section 4, all situated in the Township of Alto, County of Lee and State of Illinois.



**EXHIBIT C  
EASEMENT PICTURE**

**EASEMENT EXHIBIT  
PART OF NW 1/4, SECTION 3 & NE 1/4, SECTION 4,  
T39N, R2E, 3rd P.M. LEE COUNTY, ILLINOIS**



18-319/06-04-200-003 & 06-03-100-001 05/31/2018

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

# CERTIFIED COPY OF CORPORATE RESOLUTION

I, the undersigned, do hereby certify that I am the Secretary of Soy Capital Bank and Trust Company, a corporation duly organized and existing under the laws of the State of Illinois; that the following is a true copy of the resolution adopted by the Board of Directors of said Corporation at a meeting at which a quorum was present and that such resolution has not been rescinded or modified.



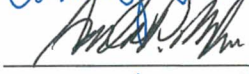
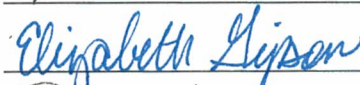
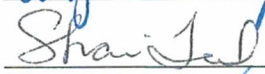
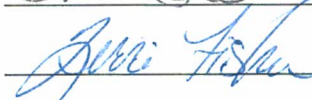
RESOLVED, that any of the officers designated below are authorized to sign documents to open accounts, make transfers, order redemptions and otherwise transact business with mutual funds, insurance companies and others pertaining to investments of funds for Trust Department clients' accounts, providing that such redemptions, withdrawals, or transfers will be made to the bank's name, with reference to client's account number or name. Other redemptions, withdrawals, or transfers shall require the signature of any two of such designated officers.

RESOLVED, that all checks against any Trust Department account or accounts may be signed by any two of the officers designated below, or by any one of such designated officers if the check is less than \$100,000.00.

RESOLVED, that all agreements, indentures, mortgages, deeds, conveyances, releases, transfers, assignments, certificates, declarations, receipts, discharges, satisfactions, settlements, petitions, schedules, affidavits, bonds, undertakings and other instruments or documents in connection with the exercise of any of the fiduciary powers of the Bank in the ordinary course of the Trust Department, and all certificates as registrar or transfer agent, may be signed or countersigned, executed, acknowledged, verified, delivered and accepted on behalf of the Bank by any of the officers designated below.

I further certify that there is no provision in the Charter or By-Laws of said Corporation limiting the power of the Board of Directors to pass the foregoing resolution and that the same is in conformity with the provisions of said Charter and By-Laws.

I further certify that the following named individuals are officers of Soy Capital Bank and Trust Company are authorized to act under the above Resolution on behalf of Soy Capital Bank and Trust Company, Decatur, Illinois:

Ronald Drane		Vice President & Chief Investment Officer
Cindy Lockmiller		Vice President & Trust Officer
Andrew P. Mihm		Vice President & Trust Officer
Elizabeth Gipson		Asst. Vice President & Trust Officer
Shari Teal		Asst. Vice President & Trust Officer
Terri Fisher		Asst. Vice President & Operations Officer

IN WITNESS WHEREOF, I have hereunto affixed my name as Secretary, and have caused the corporate seal of said corporation to be hereto affixed, this 9<sup>TH</sup> day of July, 2018.



  
Secretary  
SOY CAPITAL BANK AND TRUST COMPANY  
DECATUR, ILLINOIS

**TO:**

DOMINICK L LANZITO  
PETERSON JOHNSON & MURRAY CHICAGO, LLC  
200 W ADAMS STE 2125  
CHICAGO IL 60606