



Dominick L. Lanzito
dlanzito@pjmchicago.com

July 3, 2018

Sent via Electronic Mail

Howard Hayes Trust
Attn: Andy Mihm, Trustee
Attn: Sean Riordan, Farm Manager
455 N Main Street
Decatur, IL 62523

Re: Offer for Purchase of Electrical Utility Easement at:
PIN: 06-03-100-001
PIN: 06-04-200-003

Dear Mr. Mihm and Mr. Riordan:

Our records indicate that you are the Trust Officer or the Farm Manager for the Howard Hayes Trust of the following described property:

PIN Number: **06-03-100-001 & 06-04-200-003**
Legal Description: **See Exhibit A attached hereto.**
Common Address: **Located near the intersection of Paw Paw Road and Hayes Road.**

Upon review of the City of Rochelle's records, it has been determined that the City maintains easement rights and privileges over the above-mentioned property. However, the City desires to ensure its records are complete and accurate, whereby the City deems it necessary to execute and record an easement pertaining to the above-mentioned property. Therefore, the City has ordered and directed that an easement relating to the above-mentioned property be acquired for purposes of the City's Municipal Utilities. Furthermore, this good faith offer to purchase an easement pertaining to the above-mentioned property will create a non-possessory interest for the City that will not deprive the owner of the above-mentioned property of any possession or use of their land.

The City of Rochelle hereby offers you FIVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$5,750.00) for the 0.575 acres of the above-described easement on said property, free and clear of all claims of other parties, liens, taxes, and encumbrances. This offer is based upon the City's recent purchases of easements and is a fair and reasonable amount, which was calculated upon an amount of TEN THOUSAND DOLLARS (\$10,000) per acre. The total easement area is approximately 3.081 acres, but only the 0.575 acres described herein are located outside of the City's existing Right-of-Way boundaries.

If you wish to discuss this offer, you may contact me at 312.724.8035 or dlanzito@pjmchicago.com.

Sincerely,

/s/Dominick L. Lanzito
Attorney for the City of Rochelle

PETERSON, JOHNSON & MURRAY CHICAGO, LLC
An Illinois Limited Liability Company affiliated with Peterson, Johnson & Murray, S.C.
Attorneys at Law

200 W. Adams St. | Suite 2125 | Chicago, Illinois 60606 | P: 312.782.7150 | F: 312.896.9318 | www.pjmlaw.com
MILWAUKEE | MADISON | KENOSHA | MANITOWOC | CHICAGO

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.

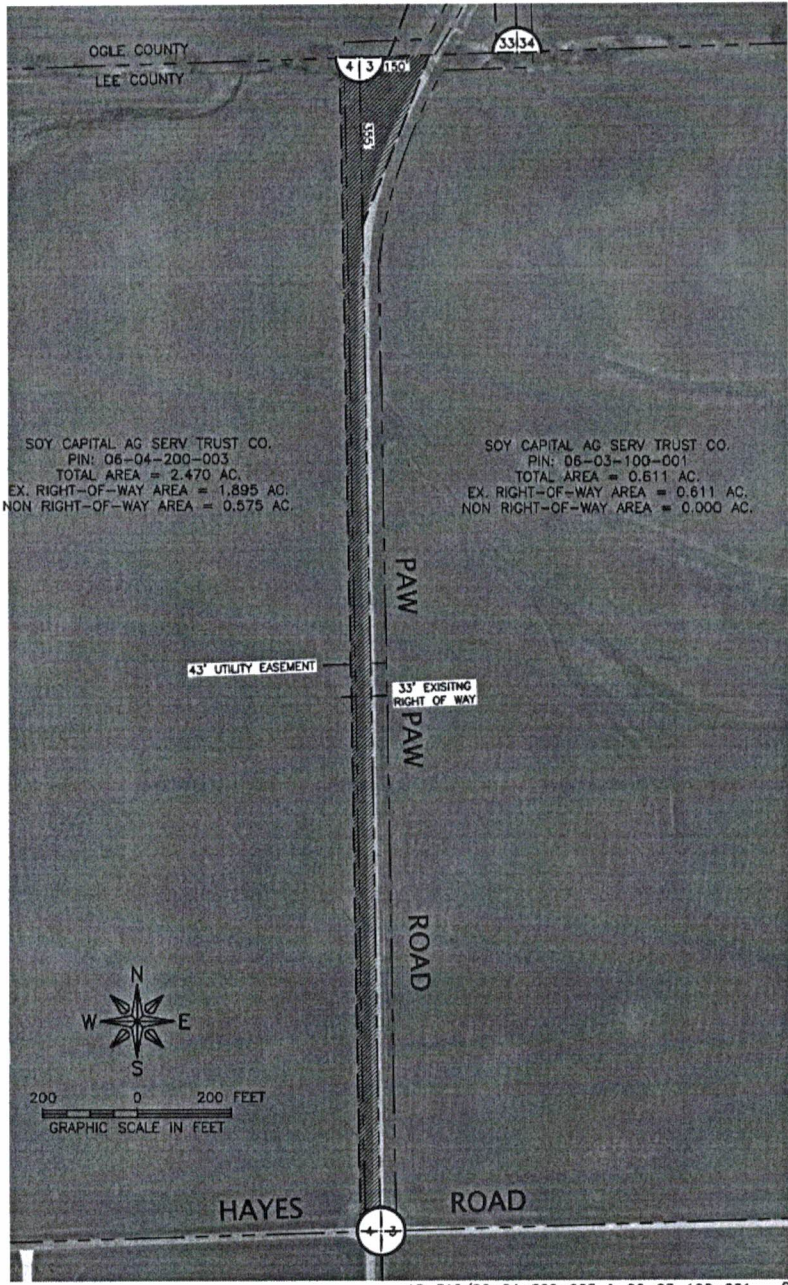
DESCRIPTION: 06-04-200-003 Soy Capital

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

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

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**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 ____ day of _____, 2018.

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

Grantor

By: _____
City Manager

Attest: _____
City Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF)

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 ____ day of _____, 2018.

(SEAL)

NOTARY PUBLIC

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

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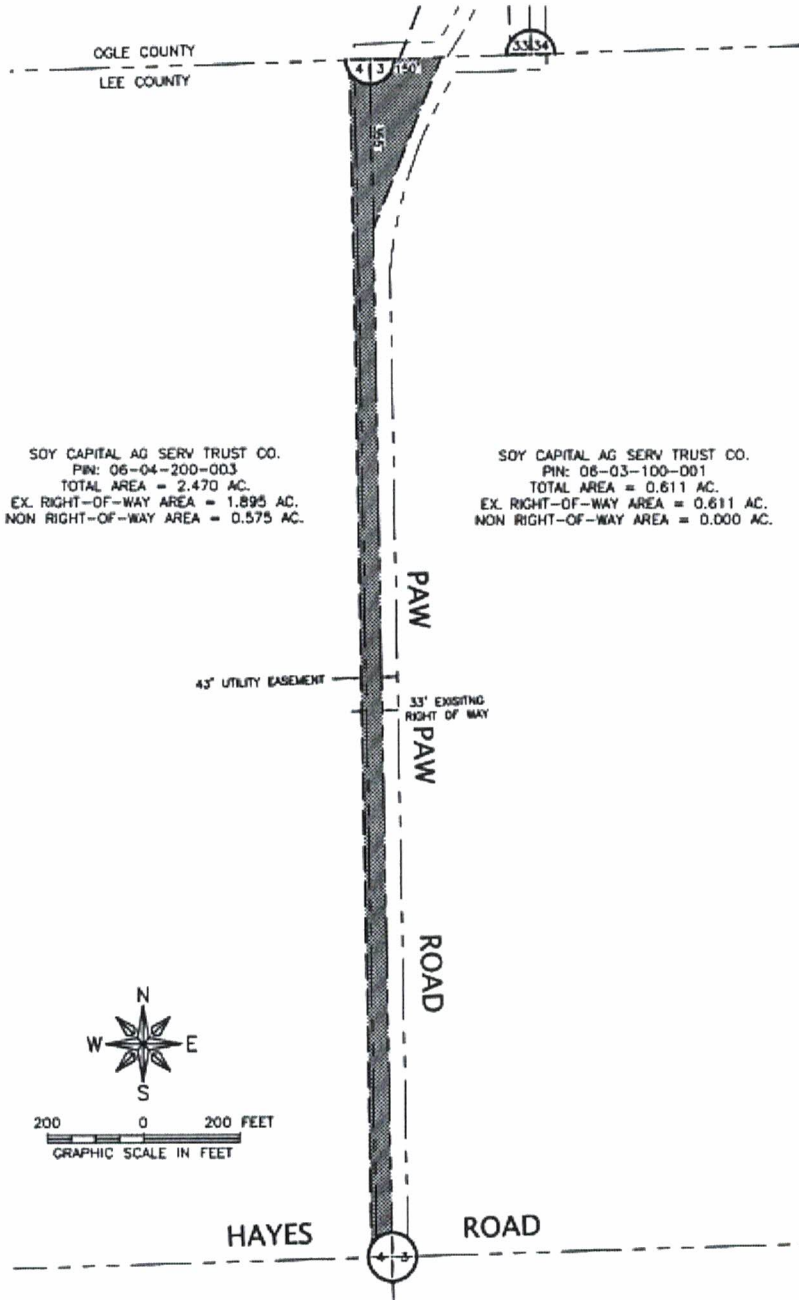
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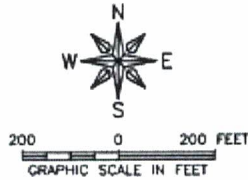
EXHIBIT B EASEMENT DRAWING

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



SOY CAPITAL AG SERV TRUST CO.
PIN: 06-04-200-003
TOTAL AREA = 2.470 AC.
EX. RIGHT-OF-WAY AREA = 1.895 AC.
NON RIGHT-OF-WAY AREA = 0.575 AC.

SOY CAPITAL AG SERV TRUST CO.
PIN: 06-03-100-001
TOTAL AREA = 0.611 AC.
EX. RIGHT-OF-WAY AREA = 0.611 AC.
NON RIGHT-OF-WAY AREA = 0.000 AC.



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

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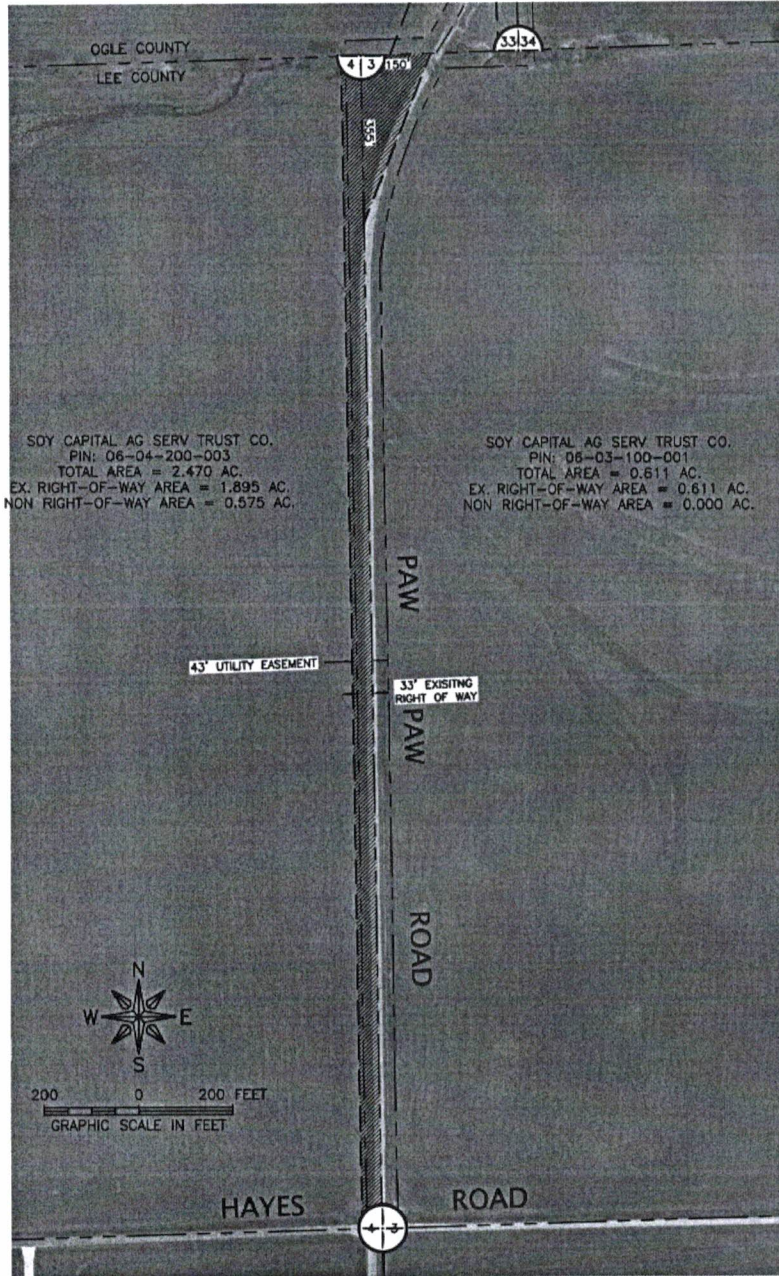
LLINOIS
IOWA
WISCONSIN

©/Cartoon: Project/18-319/18-319 EASE.Dwg, 18-03-200-003 & 18-03-100-001

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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



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