

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

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (Agreement) is made this ___ day of August, 2018, by and between Rochelle Progressive Park, LLC, a limited liability company, (Grantor), organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, owner of the property commonly known as Prologis Park Rochelle, Rochelle, Illinois, (Grantee), which is legally described and depicted on Exhibit A attached hereto and made a part hereof and the City of Rochelle, an Illinois municipal corporation, organized and existing under and by virtue of the laws of the State of and duly authorized to do business under the Statutes of the State of Illinois.

For and in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties covenant, grant and agree as follows:

1. Ingress and Egress Over Outlots B and C as depicted in Exhibit A.

- (a) Easement. Grantor hereby grants, gives and conveys to Grantee and its successors and assigns, as an easement appurtenant to Parcel B, a non-exclusive, permanent easement running with the land for vehicular ingress and egress over, upon and across the property for Outlots B and C legally described and depicted on Exhibit A (Easement Area).
- (b) Grantee shall be allowed to allow for the construction, maintenance, and repair of certain existing billboard advertisement signs along I-88. Grantee acknowledges that this easement is limited to ingress and egress over the Easement Area and that no parking rights are granted under this Agreement.
- (c) Maintenance. Grantor shall be solely responsible for the proper maintenance and upkeep of Easement Area, including but not limited to: litter removal, grass cutting, and general maintenance of the area, so that Grantee can utilize the

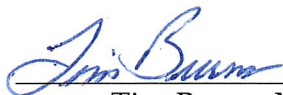
Easement Area for Ingress-Egress. However, Grantee's use of the Easement Area shall not adversely affect the water detention capacity in Outlots B and C.

- (d) Covenants Running with the Land. All provision of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. This Agreement is executed as 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, 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.
- (e) Grantor further covenants that no buildings, structures, or fencing shall be constructed or placed on the Easement Area, and that Grantee shall have the right to remove any such buildings, structures, or fencing so constructed or placed.
- (f) In the event of any damage to the water detention is caused by the use of the Easement Area at any time as a result of either the initial construction or future maintenance of the billboard signs, the Grantee agrees that it will repair said damage.

Dated this ____ day of August, 2018.

Grantor:

ROCHELLE PROGRESSIVE
ILLINOIS PARK, LLC



Tim Bruns, Member

Grantee:

THE CITY OF ROCHELLE, A
MUNICIPAL CORPORATION

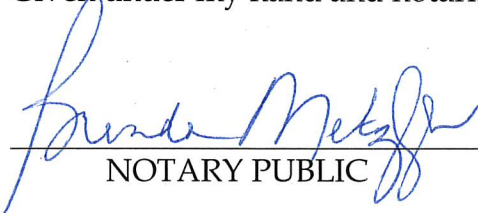
By: _____
City Manager

Attest: _____
City Clerk

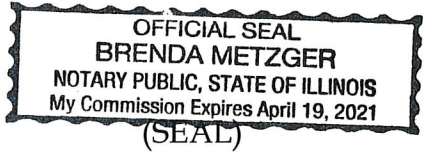
STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared **TIM BRUNS**, 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 21st day of AUGUST, 2018.



NOTARY PUBLIC



STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared Jeff 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 _____, 2018.

NOTARY PUBLIC

(SEAL)

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