

**EASEMENT AGREEMENT FOR
UTILITY FACILITIES (WATER/FIBEROPTIC)**

LEGAL DESCRIPTION PREPARED BY:

WILLETT HOFMANN
& ASSOCIATES, INC.
809 E. 2nd Street
Dixon, Illinois 61021

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

Brossman Farms 2017 LLC
338 Scotch Road
Oswego, Illinois 60543

(collectively referred to as "Grantor"), in the County of Lee and State of Illinois, for good and valuable consideration in the amount of Twenty-Seven Thousand Seven Hundred and Twenty (\$27,720.00) Dollars and additional total consideration in the amount of Two Thousand Four Hundred and Sixty-Four (\$2464.00) Dollars and 0/100 cents for all crop damage and soil compaction for the five-year period following this Agreement, 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 water, storm water and sanitary sewer facilities, including the installation of underground fiber optic cable and manholes in the easement ("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 15 feet in width on the east and north side of said permanent easement hereinafter described, said right and easement to be temporary and to be effective only during the construction of said Facilities.

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

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

PIN #: Part of 06-05-200-001

Common Address: Property along Steward Road and Hayes Road.

Depicted: See attached **Exhibit B**.

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, 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 any exposed manholes will only be placed in the right of way; 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 addition to the consideration provided for crop damage and soil compaction for the five-year time period from the execution of this Agreement, in the event of any future crop damage or soil compaction at any time as a result of 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 crop losses sustained from said damage and 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.

For purposes of calculating crop damage and compaction damage resulting from future construction or maintenance, following formula based upon a cash rent of \$800 per acre shall be applied:

| | <u>Crop and compaction damage per acre</u> | | |
|---------------------------------------|--|---|----------|
| 1 st year post-maintenance | .8 x \$800 | = | \$640.00 |
| 2 nd year | .6 x \$800 | = | \$480.00 |
| 3 rd year | .4 x \$800 | = | \$320.00 |
| 4 th year | .2 x \$800 | = | \$160.00 |

\$1600.00

Dated this ____ day of _____, 2018.

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

Grantor

By: _____
City Manager

Attest: _____
City Clerk

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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

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.

(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