

PREPARED BY AND
WHEN RECORDED MAIL TO:
City of Rochelle
420 North 6th Street
Rochelle, Illinois 61068

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT FOR RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT FOR RIGHT OF WAY (hereinafter the "Agreement") is made and entered into this _____ day of _____, 2018 by and between LAGROU DISTRIBUTION SYSTEM, INC., (hereinafter referred to as "Grantor") and the CITY OF ROCHELLE, a MUNICIPAL CORPORATION, organized and existing under the laws of the State of Illinois, of Ogle County, Illinois, (hereinafter referred to as "Grantee").

WHEREAS, LAGROU DISTRIBUTION SYSTEM, INC., is the owner of real property legally described in Exhibit A; and

WHEREAS, the CITY OF ROCHELLE wishes to obtain a right of way LAGROU DISTRIBUTION SYSTEM, INC., across the right of way area described in Exhibit B, attached hereto, for the purpose of construction, re-construction, widening of South Main Street, Rochelle, Illinois, and moving public utilities and related facilities and equipment, including but not limited to, buried water and sewer lines, sidewalks, public roadway purposes, and/or such other additions hereto as Grantee may deem necessary; and

WHEREAS, the CITY OF ROCHELLE wishes to obtain a temporary construction easement across the temporary construction easement area described in Exhibit B, attached hereto, for the purpose of construction, re-construction, widening of South Main Street, Rochelle, Illinois, and moving public utilities and related facilities and equipment, including but not limited to, buried water and sewer lines, sidewalks, public roadway purposes and/or such other additions hereto as Grantee may deem necessary; and

NOW THEREFORE, in consideration of SIXTEEN THOUSAND EIGHT HUNDRED EIGHTY AND 00/100 DOLLARS (\$16,880.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Grantor hereby does grant and convey to Grantee, its successor and assigns, all interest in the right of way for the following described real estate situated in the County of Ogle, State of Illinois, to wit:

Address commonly known as: 1025 South Main Street, Rochelle, Illinois 61068

PIN#: 25-30-300-004

and as depicted on the plat of survey (Right of Way Dedication), attached hereto as Exhibit B.

2. The City shall record the Dedication, and from the recording of the dedication and thereafter, the City shall have the exclusive use of the Dedication for the purpose as stated herein.

3. The Grantor hereby does grant and convey to Grantee, its successors and assigns, all interest in the temporary construction easement for the following described real estate situated in the County of Ogle, State of Illinois, to wit:

Address commonly known as: 1025 South Main Street, Rochelle, Illinois 61068

PIN#: 25-30-300-004

and as depicted on the plat of survey (Temporary Construction Easement), attached hereto as Exhibit B.

4. This Agreement is entered into, and shall be interpreted in accordance with, the laws of the State of Illinois.

5. This Agreement shall run with the land and be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors, and assigns.

6. This Agreement sets forth the entire understanding of the parties with respect to the matters addressed herein and may only be modified by a written amendment signed by all of the parties.

WITNESS our hands and seals this ____ day of _____, 2018.

[Signatures on next page]

Grantor:

LAGROU DISTRIBUTION SYSTEM, INC.

Dana Nouckis

Grantee:

**CITY OF ROCHELLE,
Municipal Corporation**

By: _____

Name: Jeff Fiegenschuh

Title: City Manager

Attest: _____

Name: Sue Messer

Title: City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ as _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed and delivered said instrument on behalf of said _____ as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this: _____ day of _____, 2018.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF OGLE)

I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JEFF FIEGENSCHUH, personally known to me to be the City Manager of the City of Rochelle, a municipal corporation and SUE MESSER, personally known to me to be the City Clerk of the City of Rochelle, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such City Manager and City Clerk of said corporation they caused their signatures to be affixed thereto, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Council of the City of Rochelle as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this: _____ day of _____, 2018.

NOTARY PUBLIC

DESCRIPTION - Right-of-Way Parcel 002:

Being a part of the South-Half of Section 30, Township 40 North, Range 2 East of the Third Principal Meridian, Ogle County, Illinois; Commencing at the Southwest corner of said Section 30; running thence North 01 degree 33 minutes 03 seconds West (assumed bearing), on and along the West line of said Section 30, a distance of 535.00 feet; thence North 88 degrees 08 minutes 34 seconds East feet a distance of 28.73 feet to a point on the existing East right-of-way line of South Main Street and the Point of Beginning; thence North 02 degrees 07 minutes 16 seconds West on and along said existing East right-of-way line, a distance of 370.00 feet to the intersection of said existing East right-of-way line with the existing South right-of-way line of Steam Plant Road; thence North 88 degrees 08 minutes 34 seconds East on and along said existing South right-of-way line, a distance of 122.32 feet; thence South 01 degrees 51 minutes 26 seconds East a distance of 18.00 feet; thence South 65 degrees 53 minutes 13 seconds West a distance of 99.47 feet; thence South 02 degrees 07 minutes 16 seconds East a distance of 314.32 feet; thence South 88 degrees 08 minutes 34 seconds West a distance of 30.00 feet to the Point of Beginning, containing 0.333 Acres (14,499 Square Feet), more or less.

Temporary Construction Easement:

A part of the South-Half of Section 30, Township 40 North, Range 2 East of the Third Principal Meridian, Ogle County, Illinois; Commencing at the Southwest corner of said Section 30; running thence North 01 degree 33 minutes 03 seconds West (assumed bearing), on and along the West line of said Section 30, a distance of 535.00 feet; thence North 88 degrees 08 minutes 34 seconds East feet a distance of 58.73 feet to the True Point of Beginning; thence North 02 degrees 07 minutes 16 seconds West a distance of 370.00 feet; thence North 65 degrees 53 minutes 13 seconds East a distance of 99.47 feet;



thence North 01 degrees 51 minutes 26 seconds West a distance of 18.00 feet to a point on the existing South right-of-way line of Steam Plant Road; thence North 88 degrees 08 minutes 34 seconds East on and along said existing South right-of-way line, a distance of 10.00 feet; thence South 01 degrees 51 minutes 26 seconds East a distance of 24.71 feet; thence South 65 degrees 53 minutes 13 seconds West a distance of 69.66 feet; thence South 00 degrees 51 minutes 42 seconds West for a distance of 319.26 feet; thence South 88 degrees 08 minutes 34 seconds West a distance of 21.00 feet to the point of beginning, containing 0.237 Acres (10,319 Square Feet), more or less.

PINNACLE BANK, PIN 25-30-300-004

Section 30, Township 40 North, Range 2 East, of the Third Principal Meridian

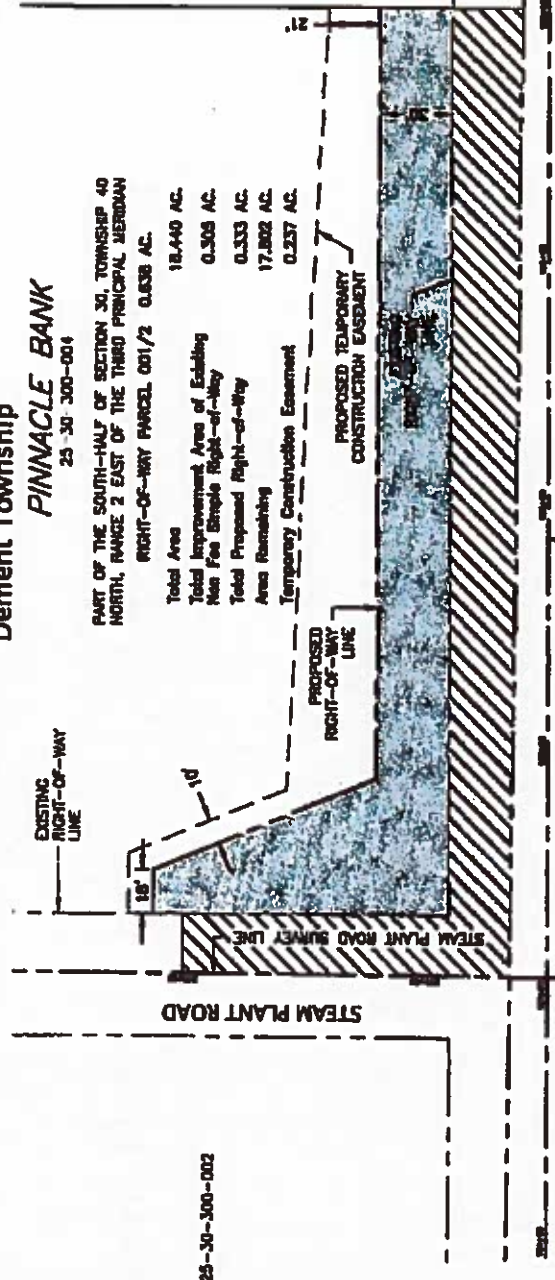
Dement Township

PINNACLE BANK

25-30-300-001

PART OF THE SOUTH-HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
RIGHT-OF-WAY PARCEL 001/2 0.838 AC.

Total Area	18.440 AC.
Total Improvement Area of Existing Non Fee Simple Right-of-Way	0.308 AC.
Total Proposed Right-of-Way	0.333 AC.
Area Remaining	17.802 AC.
Temporary Construction Easement	0.237 AC.



SOUTH MAIN STREET

DEER GRAHAM
ENGINEERING & ENVIRONMENTAL
CONSULTANTS INC. INC.

ILLINOIS
INDIANA
WISCONSIN

1500 W. WISCONSIN ST., SUITE 100
MILWAUKEE, WI 53233

PHONE: 414.224.8800
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WWW.DGRI.COM

PINNACLE BANK

24-25-476-011

24-25-476-014

JOB NUMBER:
15-828

SHEET NUMBER:
2 of 25

LEGEND

////// TOTAL IMPROVEMENT AREA OF EXISTING NON FEE SIMPLE RIGHT-OF-WAY

PROPOSED RIGHT OF WAY

